



Request for Proposals
Vel R. Phillips Plaza
Food and Beverage Vendor

Issued: April 24, 2023

Due Date: July 31, 2023

BACKGROUND

The Redevelopment Authority of the City of Milwaukee (“RACM”) is seeking a vendor (the “Proposer” or “Tenant”) to plan, manage and operate food and beverage concessions at the new 2,900 SF building (the “Building”) in Vel R. Phillips Plaza (“VRP Plaza”), which is expected to open in the summer of 2024 at 401-41 West Wisconsin Avenue (the “Property”).

This is a unique opportunity to bring a food and beverage concept to the heart of downtown Milwaukee, on Wisconsin Avenue, directly across the street from the soon-to-be-expanded Baird Center (Wisconsin’s largest convention center).



Rendering of Building at corner of 5th/Wisconsin looking east

VRP Plaza will be located in the heart of Westtown in Downtown Milwaukee. This visionary plaza is positioned within a few blocks of 1,000+ hotel rooms, office space with thousands of employees and Westtown’s growing residential base, which has added over 2,500 housing units the last 10 years. A creative food and beverage ownership and operations partner will be able to contribute to the activation of VRP Plaza and downtown’s continuously evolving dining and entertainment scene.



REBoL, Public Square, Cleveland, OH

Similar food and beverage concepts in others plaza settings include:

- The Fountain Detroit, Campus Martius Park – Detroit, MI
- Mi Cocina on the Park, Klyde Warren Park – Dallas, TX
- REBoL, Public Square – Cleveland, OH
- Jeni’s, Connors Park – Chicago, IL

TIMELINE*

- RFP Due Date: July 31, 2023 (Any questions should be submitted by July 17, 2023)
- Selection Date: Fall 2024
- Building Delivery: Early 2024
- Start of Operations: Summer of 2024

*The detailed timeline for completion, occupancy and start of operations can be negotiated as part of the RFP selection process. The primary goal is to have an operating food and beverage provider open to the public in summer of 2024.

LOCATION

The VRP Plaza will be dedicated to honoring the life of Vel R. Phillips, a Milwaukee native, civil rights icon and trailblazing leader in Wisconsin.

Vel R. Phillips was the first African American and first female Secretary of State in Wisconsin, the first African American judge in Wisconsin, the first African-American and first female member of the Milwaukee Common Council, the first female judge in Milwaukee County and the first African-American female to graduate from the University of Wisconsin Law School, among many other accomplishments. The VRP Plaza will include educational/informational displays and public art installations telling the story and impact of Vel R. Phillips.



Vel R. Phillips



Rendering of Vel R. Phillips Plaza looking south

Located on the prominent block of West Wisconsin Avenue, between North Vel R. Phillips Avenue and North 5th Street, the VRP Plaza will become an active public space providing an amenity to nearby residents, workers, transit riders, citizens from other parts of the City of Milwaukee and visitors from around the world. The Building and its operation are an integral part of the activation of the VRP Plaza vision, providing a place for visitors to purchase food or beverages, relax and use the publicly accessible restrooms. The design of the VRP Plaza was led by HNTB Corp. and Saiki Design.

In April of 2023, the City's Common Council approved \$15,750,000 in funding to construct the VRP Plaza, including the Building, on a portion of a RACM-owned parking lot at 401-41 West Wisconsin Avenue. Construction of VRP Plaza will begin in 2023 with a completion date in summer of 2024.



1 SITE LAYOUT PLAN
SCALE 1"=40'

VRP Plaza Site Plan



NEIGHBORHOOD



Adding to the vitality and foot traffic at VRP Plaza are exciting developments happening immediately adjacent to the VRP Plaza in all directions:

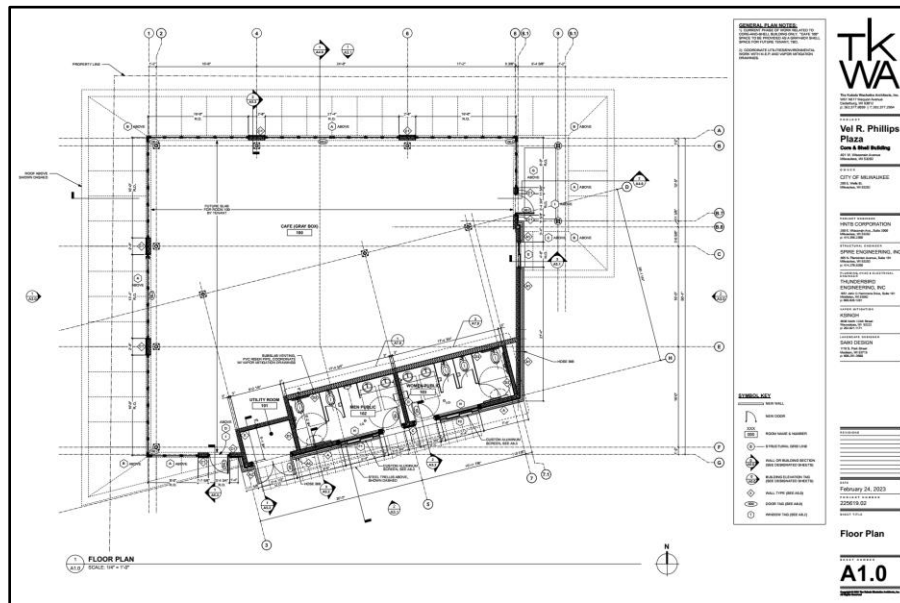
- **The Baird Center**, Wisconsin's largest convention center, is investing \$450 million to expand the convention center by 112,000 SF, bringing the total exhibition space to 300,000SF. The expansion is scheduled to open in spring of 2024.
- **Fiserv, Inc.**, a Fortune 250 ranked Fintech firm, with over \$17 billion in revenue, is relocating its global headquarters and 780 employees to the HUB640 development (located across the street from the Vel R. Phillips Plaza) by late 2023.
- **Kohl's Department Store** will be opening a location on the first floor of the HUB640 building by late 2023.
- **The East-West Bus Rapid Transit line**, a \$50 million investment to better connect Wauwatosa and the 30,000 employees at the Milwaukee Regional Medical Campus/Milwaukee County Research Park to downtown Milwaukee, will begin operations in summer of 2023, with a station location at VRP Plaza.
- **RACM** has an active Request for Proposals posted for development of the parking lot immediately south of the VRP Plaza: [milwaukee.gov/RFP](https://www.milwaukee.gov/RFP)

Within a few blocks of the VRP Plaza, many other significant investments have recently occurred or are about to begin:



- **Fiserv Forum**, a \$524 million new downtown arena, opened in 2018 and is home to the NBA's Milwaukee Bucks, the Marquette University Golden Eagles men's basketball team, and numerous concerts/events.
- **The Deer District** is 30 acres of urban redevelopment encompassing Fiserv Forum and over \$200 million in new investment including a hotel, medical office, entertainment venues, food and beverage and apartments, with a number of blocks planned for additional development.
- **The Avenue**, a \$44 million redevelopment of the former Shops of Grand Avenue, the iconic downtown Milwaukee mall, into a mix of office, retail and food/beverage uses (the 3rd Street Market Hall), opened in 2020.
- **The Bradley Symphony Center**, a \$95m project to renovate the Grand Theater into the new home for the Milwaukee Symphony Orchestra, opened in 2021.
- **Milwaukee Tool** is an \$8 billion company headquartered in the Milwaukee metro and is investing \$30 million to add 1,200-2,000 employees one block south of VRP Plaza. Employees began moving downtown in 2021.
- **The Iron District**, a proposed \$160 million mixed-use development that includes an 8,000-seat soccer stadium, apartments and entertainment uses, a few blocks southwest of VRP Plaza.
- Future extensions of **The Hop streetcar system** would include a stop at VRP Plaza, potentially connecting the plaza with the Deer District, Intermodal Station, Third Ward, East Town, and the lower Eastside.

BUILDING INFORMATION



Building Floor Plan

- **Size and Design**
 - Apr. 2,900 SF
 - Building design led by The Kubala Washatko Architects, Inc.
 - Full building construction plans available on the RFP website: <https://city.milwaukee.gov/DCD/Projects/RFPs>.
- **Buildout and Tenant Improvements**
 - RACM will provide the Building in warm gray box condition with life safety lighting, functional fire protection system and no wall finishes. The floor will be left as gravel.
 - Tenant responsible for tenant improvements, signage, kitchen equipment, etc.
 - RACM may provide a tenant improvement allowance of up to \$750,000, depending on overall investment by Tenant and lease structure.
 - Tenant is responsible for securing all permits and licenses necessary for operation.
- **Utilities.** The Building will have the ability to connect to all utilities customary for a restaurant/food service operation: 200 amp electrical service (100 amps free), connection for gas, connection for water and sanitary pre run. See construction plans for details.
- **Outdoor Seating.** The Tenant will be able to place (and will be responsible for) outdoor seating/flexible furniture placed throughout the plaza. Only limited outdoor seating may be reserved for patrons. The intent is for the public to be able to use a majority of the outdoor seating provided, whether or not they are a customer.
- **Trash Removal.** An enclosure for dumpsters will be provided to the south of the Building. The Tenant is responsible for maintenance and cleaning of the enclosure, as well as hiring waste management services.
- **Restrooms.** Two restrooms that are only accessible from the exterior of the Building will be built by RACM. See construction plans for more detail. The Tenant will be responsible for constructing interior restrooms. In addition, the Tenant will be responsible for maintenance and cleaning of all of the restrooms, which shall be open to the public during hours in which the Tenant is open for business.

DESIRED OPERATIONS

The ideal operator would provide the following (and address these items in their submission):

- Hours of Operation: 7 days/week, from 7am until at least 10pm on most days
- Uniquely Milwaukee food/beverage service with a focus on offering local brands and products
 - Serves coffee/bakery and food options in the morning
 - Serves beer/wine and/or liquor options in the afternoon and evening
 - Serves ice cream/custard/gelato in the warmer months
 - Serves food throughout the day, full sit-down service is optional
 - Includes food and beverage options for children
- Free public Wi-Fi for customers and visitors to VRP Plaza
- A signature water feature/fountain in the Building or in the outdoor seating area
- Marketing and event programming to ensure VRP Plaza is a destination for people of all ages and backgrounds (games, activities, concerts, etc.)
- Sustainable provisions, such as use reducing disposable products and the use of recyclable or biodegradable materials, as required by [City Ordinance](#).



Rendering from south side of the Building looking northeast

MAINTENANCE RESPONSIBILITIES AND INSURANCE

- Tenant is responsible for daily maintenance and cleaning of Building, restrooms, garbage, utilities, etc.
- Tenant is responsible for Building and restroom security
- Tenant is responsible for winterizing of restroom if negotiated to be closed during winter
- Tenant is responsible for replacement and maintenance of their tenant improvements
- Tenant is responsible for daily litter clean-up of the VRP Plaza
- RACM is responsible for longer term capital improvements to Building and plaza
- RACM (first through parking operator and then through eventual developer of the lot to the south) is responsible for snow removal of sidewalks
- Tenant is responsible for their own insurance and must have liability insurance that lists RACM as an additional insured, per insurance requirements outlined in **Exhibit A**.

SUBMISSION REQUIREMENTS AND SELECTION PROCESS

Due Date: Proposals will be accepted until 11:00am on July 31, 2023.

Submit proposals electronically to: dcd@milwaukee.gov.**

Late submissions will not be accepted.

RACM cannot and does not guarantee that emailed proposals are received. Emailed proposals must be received in their entirety before the RFP closing time. Proposers are cautioned to allow ample time for transmittal of proposals by email.

**Please note, the size of one email cannot exceed 50MB

Proposals must, at a minimum, include:

Proposer Profile and Experience

- Describe the Proposer's operations and provide a brief profile of the Proposer's organization and history.
- Describe how the Proposer is uniquely situated to operate the Building and meet the requirements of this RFP successfully and sustainably.
- Provide resumes of proposed principal team members.

Approach to the Operation

- Describe the Proposer's proposed concept, menu selection, pricing, hours and days of operation, inclusion of local partners/businesses/products and meeting the Desired Operations outlined in this RFP.
- Describe Proposer's tenant build-out and design of the Building, including equipment needs, and overall cost of those improvements.
- What is the Proposer's proposed revenue thresholds and targets? How would the Proposer adjust if the initial revenue target is not met?
- Provide a timeline. What is the estimated time from the intent to award that would be required to open the concession?
- Provide a description of how your organization will market and create programming to draw customers of all ages and backgrounds
- How many employees do you expect to hire to operate successfully and typical wages/benefits you plan to pay.
- Describe Proposer's plan to hire a diverse workforce, including obtaining participation from City Certified Small Business Enterprise firms for construction (25%) and/or professional services (18%) and 40% Residents Preference Program ("RPP") on the build-out, as well as for long-term operations. A list of City Certified SBE firms can be found [here](#). More information about RPP can be found [here](#).

Rent Structure

This is a competitive RFP that seeks to maximize revenue for RACM. Proposer must submit the following cost proposal:

Proposer is seeking a _____-year lease, with _____-year options to renew. Proposer proposes to pay RACM a minimum annual fee of \$_____ (increased ___% annually for the life of the lease) and/or a monthly commission of _____% on all Gross Receipts earned. "Gross

Receipts” shall be defined as the total of all receipts (cash, checks, credit cards) derived from all sales, less sales tax.

Optionally, Proposer can also submit a response to the following:

Proposer proposes to contribute a monthly sum of \$_____ to a VRP Plaza capital improvement fund for the purposes of helping with maintaining and improving the VRP Plaza. The fund shall be jointly controlled by the Tenant, RACM and a future developer/owner of the remaining parking lot to the south (if they also choose to contribute). Deposits to the fund shall be made by the Tenant on the first (1st) day of each month of the Term. All withdrawals from the fund for maintenance and/or improvements shall require joint signatures of the RACM Executive Director, the Tenant and owner of the property to the south. All interest generated by the fund shall accumulate to the fund total and shall not offset against the minimum monthly required deposit. Upon termination of the Lease for any reason, all funds in the account, including all accumulated interest, shall become the sole property of RACM.

Ethics

It is the policy of the Department of City Development, Redevelopment Authority (DCD-RACM), that contracts shall not be awarded to Proposer 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.

RACM will require an Affidavit of No Interest (attached as **Exhibit B**) from the Proposer(s) shortlisted and prior to being interviewed, or if no interviews are held, from the selected Proposer. This provides that no official or employee of the Redevelopment Authority and/or the City of Milwaukee has or will receive anything of value in connection with selecting a Proposer.

Review and Selection Process

Proposals will be evaluated and scored (out of 100 total points) based on:

- Proposer’s experience (15 points)
- Proposer meeting Desired Operations criteria (30 points)
- Proposer’s overall concept, offerings, and uniqueness (25 points)
- Proposed rent structure (20 points)
- SBE and RPP participation (10 points)

All proposals will be evaluated against the evaluation factors stated in this RFP. While RACM intends to select a Proposer based on the proposals received, RACM may invite the highest ranked firm/individual(s) to participate in an interview.

After a Proposer is selected, all of the firms who submitted a proposal will receive a written acknowledgment of their proposals. RACM will not reimburse firms for any expenses associated with the submission of proposals or participation in the interviews.

RACM reserves the right to: waive informalities in any proposals, reject any or all proposals in whole or in part, with or without cause, for any reason at its sole discretion and to accept that proposal which in its judgment best meets its needs; negotiate the terms and conditions of the eventual lease; and to impose additional use restrictions, if necessary.

RACM reserves the right to reject the proposal of any Proposer who has previously failed to perform properly or to complete on time contracts or projects of a similar nature, who is not in a position to perform the project, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded their obligations to subcontractors or employees.

QUESTIONS AND GENERAL REQUIREMENTS

Questions

All questions concerning the Request for Proposal must be submitted in writing by July 17, 2023 to Scott Stange, Contract Compliance Officer, Redevelopment Authority of the City of Milwaukee, by email to sstang@milwaukee.gov. All responses to questions, changes, or clarifications, will be posted on the RFP website at <https://city.milwaukee.gov/DCD/Projects/RFPs> by July 19, 2023. It is the responsibility of the proposers to review the website prior to submission.

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, by email to sstang@milwaukee.gov. No oral interpretations will be made to any Proposer 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 Proposer shall be bound by such, whether or not received by the Proposer.

The contents of this packet are for informational purposes only and the representations made herein, though thought to be accurate, are without warranty.

Unauthorized Contact

Unauthorized contact regarding this RFP with any other City staff, RACM staff or Department of City Development representatives may result in disqualification.

Equal Employment Opportunity

The Proposer 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 lease ensuing from this RFP. Proposer 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).

Indemnification

The Proposer agrees that it will indemnify, save and hold harmless the RACM and the City of Milwaukee, their officers, employees, or agents, from and against all claims, demands, actions, damages, loss, costs, liabilities, expenses, judgments, and litigation costs, including reasonable attorney fees, photocopying expenses and expert witness fees, recovered from or asserted against the RACM or the City of Milwaukee on account of injury or damage to person or property or breach of contract to the extent that such damage, injury, or breach may be incident to, arising out of, or be caused, either directly or proximately, wholly or in part, by an act or omission, negligence or misconduct on the part of the Proposer or any of its agents, servants, employees or subcontractors.

RACM shall tender the defense of any claim or action at law or in equity, arising out of or otherwise related to an act or omission, negligence, misconduct, or breach of contract on the part of the Proposer or any of its agents, servants, employees or subcontractors, to the Proposer or its insurer

and, upon such tender, it shall be the duty of the Proposer and its insurer to defend such claim or action without cost or expense to RACM.

Slavery Disclosure

The successful Proposer will be required to submit an affidavit of compliance of slavery disclosure before a lease can be executed (unless you have already done so and it is on file with the Business Operations Division of the City of Milwaukee).

Wisconsin Public Records Law

Both parties understand that the Redevelopment Authority of the City of Milwaukee is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. 19.21, *et seq.* The Proposer acknowledges that it is obligated to assist the Redevelopment Authority in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Proposer must defend and hold the Redevelopment Authority harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Agreement.

RACM will honor confidentiality requests to the extent possible under applicable law. If portions of the proposal are proprietary, please mark items as such and complete the Designation of Confidential and Proprietary Information, attached as **Exhibit C**).

EXHIBIT A -INSURANCE REQUIREMENTS

- A. The “Redevelopment Authority of the City of Milwaukee” (RACM) must be named as an additional insured.
- B. The insurance certificate must be an original and issued by companies licensed to do business in the State of Wisconsin or signed by an agent licensed by the State of Wisconsin. Electronic signatures are acceptable.
- C. A copy of the endorsement of Earlier Notice of Cancellation or Non-Renewal stipulation must be submitted with the Certificate of Insurance.

RACM shall be named as an additional insured with respect to liability coverage other than professional liability, and shall be provided with at least thirty (30) days written notice of cancellation, non-renewal or material limitation of coverage of any and all insurance policies required by this lease, for any reason including non-payment of premium. This should be accomplished through the addition of an endorsement to the policy/policies providing Earlier Notice of Cancellation or Non- Renewal. Such endorsement must contain the following stipulation:

“We will mail notice of cancellation (including for nonpayment of premium), non-renewal or material limitation of coverage to the organization shown in the schedule. We will mail the notice at least thirty (30) days before the effective date of the action.”

A copy of the endorsement must be submitted with the certificate of insurance. A certificate of insurance evidencing such coverage shall be approved by the City Attorney and placed on file with RACM prior to execution of a lease. RACM reserves the right to examine and approve the actual policy of insurance before RACM executes any lease.

- D. The certificate holder shall be noted as:
 Redevelopment Authority of the City of Milwaukee
 Purchasing Division – 3rd Floor
 809 N. Broadway
 Milwaukee, WI 53202

Required?	COVERAGE	MINIMUM AMOUNT OF COVERAGE REQUIRED
Yes	Worker’s Compensation (RACM does require Worker’s Compensation coverage for Sole Proprietorships)	Statutory Limits
Yes	Employer’s Liability	Each Accident: \$100,000 Disease – Policy Limit: \$500,000 Disease – Each Employee: \$100,000 <ul style="list-style-type: none"> • Coverage must include a Waiver of Subrogation Endorsement in favor of RACM and its directors, officers, agents, employees, and volunteers.

Yes	Commercial General Liability	<p>Each Occurrence Limit: \$1,000,000 General Aggregate: \$2,000,000</p> <p>Products-Completed Operations Limit: \$2,000,000 Personal and Advertising injury Limit: \$1,000,000</p> <ul style="list-style-type: none"> • Coverage must be equivalent to ISO Form CG0001 or better. • Coverage must include a Waiver of Subrogation Endorsement in favor of RACM and its directors, officers, agents, employees, and volunteers. • Coverage must apply to independent contractors and contractual liability. • Coverage must apply on a primary and non-contributory basis.
Yes	Automobile Liability	<p>Bodily Injury: \$1,000,000 per person \$1,000,000 per occurrence Property Damage: \$1,000,000 per occurrence</p> <p>Or Combined Limit: \$1,000,000 per occurrence</p> <ul style="list-style-type: none"> • If the Lessee owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9). • Coverage must include a Waiver of Subrogation Endorsement in favor of RACM including its directors, officers, agents, employees and volunteers. • Coverage must include contractual liability for risks assumed in this lease. • If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to RACM upon request

GENERAL INSURANCE REQUIREMENTS.

1. LESSEE will secure and maintain throughout the duration of the Lease, insurance of such types and in such amounts as are specified herein.
2. The form, limits, and underwriter of all required insurance coverages is subject to RACM approval; however, regardless of any RACM review, it will be the responsibility of LESSEE to maintain the specified insurance coverage at all times.
3. Failure of LESSEE to maintain the specified coverage, or to ensure that any subcontractors maintain the specified coverage, will not relieve LESSEE of any contractual responsibility or obligation.

4. All policies are to contain notice requirements that ensure that thirty (30) days advance written notice will be provided to the RACM prior to cancellation/renewal or alteration of terms and conditions of the policies.
5. Certificates of Insurance for all of the coverage limits referenced herein must be provided prior to the Effective Date and for each year that the Agreement is in effect.
6. If subcontractors are used, each subcontractor must meet all General Insurance Requirements. It will be the responsibility of LESSEE to ensure that all subcontractors are in compliance with these requirements.
- 7. All policies other than Worker's Compensation/ Employers Liability are to include RACM its staffs, present and former employees, officers, directors, agents and representatives as additional insureds. The additional insured status should be shown on the Certificates of Insurance.**
8. All policies shall be written on an occurrence form

EXHIBIT 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
, Proposer, for the attached submission for Official Notice No. #____, Request for Proposals,
_____.

Affiant further deposes and says that no officer, official or employee of the Redevelopment Authority of the City of Milwaukee or the Department of City Development of the City of Milwaukee, 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 _____

EXHIBIT C

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Material submitted in response to RACM's Request for Proposals No. _____ includes proprietary and confidential information that qualifies as a trade secret, as provided in Wis. Stats. §§ 19.36(5) & 134.90, or is otherwise material that can be kept confidential under the Wisconsin Public Records Law. As such, the proponent asks that certain pages, as indicated below, of this proposal be treated as confidential material and not released, to the extent allowed by Wisconsin law. Therefore, I am providing the following information with the express understanding that it is being submitted to RACM under a pledge of confidentiality. I would not have submitted this information had RACM not pledged to keep it confidential* and request that the following pages not be released:

<u>Section</u>	<u>Page</u>	<u>Topic</u>

*NOTE: Proponents are cautioned that the ENTIRE PROPOSAL WILL NOT FALL WITHIN THE CONFINES OF THE PLEDGE OF CONFIDENTIALITY. PLEASE LIMIT DESIGNATIONS OF CONFIDENTIALITY ONLY TO PROPRIETARY OR TRADE SECRET INFORMATION, OR OTHER LIMITED INFORMATION THAT YOU PROVIDE ONLY UPON RECEIPT OF A PLEDGE OF CONFIDENTIALITY

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HEREBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY.

Failure to include this designation in the proposal response may mean that all information provided, as part of the proposal response will be open to examination and copying.

Signature (Authorized Representative)	Telephone Number
Name (Please Print)	Company Name
Title	Date

NOTE: 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.

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 RACM procurement regulations. A proponent responding to this proposal should not include any proprietary information as part of its proposal unless the proponent 1) designates the specific information that it maintains is proprietary and the reason(s) for such designation in a separate document to RACM, Purchasing/Contract Services Division and 2) identifies the specific information when it occurs within the proposal.

RACM's preference is for the proponent to segregate all information designated as confidential into one section of the Request for Proposal and/or a separate document for easier removal to maintain its confidential status. The response to the proposal should indicate which portion of the requested information is confidential and where this information is located within the response, i.e. under separate cover, in confidential Section No. _____, etc. Data contained in the proposal and all documentation becomes the property of the RACM, Purchasing Division.

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