

REQUEST TO DESIGNATE INFORMATION AS “CONFIDENTIAL” OR “PROPRIETARY”

The attached material submitted in response to the Virtual Service Delivery Platform RFP includes proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Statutes., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when a contract is awarded and executed, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Statutes as follows: “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

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

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 or proprietary, and agrees to hold Employ Milwaukee, Inc. (EMI) harmless for any costs or damages arising out of EMI agreeing to withhold the materials.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. EMI considers other markings of confidential or proprietary in the bid/proposal document to be insufficient. The undersigned agrees to hold EMI harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name: _____

Signature of Authorized Representative: _____

Name and Title of Authorized Representative: _____

Date: _____