

Attachment G - Designation of Confidential and Proprietary Information

The material my company has submitted in response to *Supplemental Insurance Plan Guidelines* (ET-7422) includes proprietary and confidential information that qualifies as a trade secret, as provided in § 19.36 (5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, my company requests that certain pages of our proposal, as indicated below, be treated as confidential material and not be released without our written approval. I understand other information cannot be kept confidential unless it is a trade secret.

Trade secret is defined in § 134.90 (1) (c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all the following apply:

- 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.
- The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

Prices always become public information when proposals are opened, and therefore cannot be kept confidential.

Failure to include this form with your proposal may mean that all information provided as part of your proposal will be open to examination and copying. The State of Wisconsin (State) will consider other markings of confidentiality in your proposal to be insufficient. **If you are not including any confidential or proprietary materials with your proposal, please write "none" in the first row below.**

My company requests the following documents/sections/pages not be released:

Proposal Section/Attachment Name	Page #	Topic

Attach additional copies of this form if necessary.

In the event the designation of confidentiality of the above-listed information is challenged, my company hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and to hold the State harmless for any costs or damages arising out of the State withholding the materials. My company agrees to hold the State harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Proposer Company Name:	
Name & Title of Authorized Representative:	
Authorized Representative Signature:	
Signature Date:	