

RFP No. 2023-2



Frankfort Plant Board

Request for Proposal
Water Treatment Plant
Laboratory Renovation

5/5/2023

REQUEST FOR PROPOSALS

RFP 2023-2

FRANKFORT PLANT BOARD WATER TREATMENT PLANT

LABORATORY RENOVATION

1. REQUEST FOR PROPOSALS (RFP)

The Frankfort Electric and Water Plant Board (FPB) is requesting proposals from qualified contractors for services related to renovating the water testing laboratory at the water treatment plant.

A contractor will be considered qualified by having experience with projects similar in size and nature.

This RFP provides background information on the project, contact person, general scope of services, rating/selection process, and the time and date to respond.

2. BACKGROUND

The water treatment plant is a conventional plant, consisting of coagulation, flocculation, sedimentation, and filtration. It was built in 1974 with an 18 million gallon per day capacity. The current water quality lab is original to the plant and in need of renovations. It is a certified bacteriological laboratory and almost 200 tests are run daily.

The current lab consists of four sample taps for raw, finished, filter effluent, and treated water. Free chlorine, turbidity, pH, and Ammonia are tested every two hours when the plant is running. A jar test apparatus is utilized daily to monitor chemical effectiveness. Alkalinity, hardness, and Fluoride are tested twice daily. The lab also runs 60 Total Coliform analyses per month. There is also a Hach spectrophotometer used as needed.

The lab shall be renovated in accordance with the scope of services and the drawings in Appendix A.

3. SITE CONTACT

Contractors responding to this solicitation should direct all inquiries to:

Shannon Young
Frankfort Plant Board
200 Coffee Tree Road
Frankfort KY 40601
502-352-4349
syoung@fewpb.com

A pre-proposal site visit is required for all contractors interested in responding to this solicitation. The contractor is responsible for scheduling the site visit. All requests for visits shall be directed to the contact listed above.

All inquiries shall be submitted in writing to allow for sharing response with all interested parties.

4. SCOPE OF WORK

The scope of services shall include but are not limited to:

1. Conduct and attend meetings with FPB staff throughout project to ensure goals and objectives are being met.
2. Demolish/remove existing floor, cabinets, tables, fume hood and contents, refrigerator, and all other necessary items.
3. Install an epoxy floor coating system. Work includes all grinding and surface preparation required to apply epoxy coating.
4. Relocate sinks, reroute potable water lines, and sample lines.
5. Reroute deionized water line in both the lab and in the electric room located below the lab.
6. Install new and/or relocate electrical wiring and outlets as needed per code and per owner request. Install new lighting.
7. Lower the drop ceiling, install new HVAC vents and returns for the lab and attached bathroom.
8. Replace three windows.
9. Installation of new cabinets and countertops from VWR in accordance with drawings in Appendix A. Material list in Appendix B. (Contractor shall have experience in cutting epoxy

and phenolic countertops.) Contractor to review attached list of materials and include any suggested revisions/additions in the proposal. Contractor responsible for ensuring all correct materials are ordered.

10. Coordinate with Owner to develop the plan for continuous operation of the water quality lab during renovation.

11. All other work necessary to fully complete the project.

FPB will issue the purchase order and receive/store materials from VWR once selected contractor has approved order. Any questions about VWR cabinets and countertops can be directed to:

Ginger Huffstetler
Sales Specialist – Lab Design and Furniture
VWR International, LLC
100 Matsonford Road
Building One, Suite 200
Radnor, PA 19087
931-259-8067
Virginia.huffstetler@avantorsciences.com

5. SELECTION PROCESS

A selection committee consisting of FPB representatives will review the proposals and select the contractor deemed most qualified in meeting the needs of the FPB. The committee may decide to hear presentations from the top ranked contractors is necessary to make a decision.

Proposals will be evaluated on the following factors:

a. Relevant qualifications and experience of the primary individual (s) assigned to the project. Proposals should include a resume and experience details for each.

Respondents are instructed to provide 3 summaries of recent projects, similar in size and nature, that were performed by the primary individual (s) above, together with contact information of the clients.

b. Understanding the proposed scope of work including clarification of any questions/issues that is needed, plus identification of additional important/critical issues that should be considered for the project.

c. The proposed approach and steps necessary to complete the project, specifically potential problems and concerns, and identification of alternatives to improve the work. The proposed plan for the continuation of lab operations during construction.

d. A proposed schedule for completing the scope of work.

e. Expected total cost for completing the scope of work.

Selection will be based on both the proposal and the interview (if conducted) in determining the firm deemed most qualified in meeting the needs of the FPB. Based on discussion with the top ranked firm, the committee will decide to either (1) attempt to negotiate an agreement with the top ranked contractor, or (2) dismiss the top ranked contractor and initiate discussion with the second ranked firm. This procedure may be repeated as many times as necessary until an agreement can be negotiated that is satisfactory to both parties.

Contractors should be aware and comply with the following:

Procurement of all goods, contracts, equipment, professional services and non-professional services shall be done in accordance with the provisions of Kentucky Revised Statutes.

There are no Minority Owned Business Enterprise/Women's Owned Business Enterprise requirements for this contract.

FPB reserves the right to waive any irregularities in proposals submitted in response to this RFP.

6. PRICING

Pricing for the work should be on a lump sum basis.

7. CONTRACTING ARRANGEMENT – INSURANCE REQUIREMENTS

The FPB expects to enter into one (1) agreement for the services listed in this RFP.

Our contract requires that you return to us a signed contract and Certificate of Insurance showing commercial general liability, business auto liability, and employer's liability insurance.

Moreover, our contract requires that you provide a copy of any endorsement issued by your insurance company naming us as an additional insured on a primary and non-contributory basis. We must receive these before you begin work on the project.

The policies should also:

Include at least \$1,000,000.00 limits for commercial general liability, business auto liability and employer's liability with umbrella limits of \$5,000,000.00.

Be issued by an insurance carrier that maintains an A.M. Best's rating of "A-" or better, is duly admitted in the State of Kentucky and is reasonably acceptable to us.

The commercial general liability policy should:

Include commercial general liability aggregate limits of at least \$1,000,000.00 with the general aggregate limit applicable per project.

Be an occurrence coverage form equivalent to ISO's CG 00 01 10 01.

Include coverage for liability arising from premises-operations, independent contractors, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including tort liability of another assumed in a business contract).

Include no endorsements or modifications arising from explosion, collapse, underground property damage or work performed by subcontractors.

Include a waiver of subrogation.

Name us as an additional insured on a primary and non-contributory basis for ongoing and completed work using ISO form, CG 20 10 11 85 or a combination of ISO forms, CG 20 10 10 01 and CG 20 37 10 01.

Additionally, the FPB requires that your business will:

Provide at least thirty (30) days' written notice prior to cancellation or termination of your commercial general liability, business auto liability, employer's liability, and professional liability policies.

8. INDEMNIFICATION

The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless, the Owner (if different from Contractor), affiliated companies of Owner, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Contractor, its employees or agents, whether active or

passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. Contractor shall not be obligated to indemnify and defend Owner for claims found to be due to the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

9. PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish performance and payment bonds executed by a surety company acceptable to FPB and authorized to do business in Kentucky for one hundred percent (100%) of the contract price

10. SCHEDULE

The FPB plans to implement the following schedule:

Issue RFP: May 5, 2023

Receive proposals: June 2, 2023

Review/Selection: June 5-16, 2023

Award work: June 27, 2023

Execute contract: Following Award

Initiate work: July 2023

The schedule may change depending upon review of proposals, selection of firm(s), and material delivery schedule.

In order to be considered, 5 copies of the proposal must be received by the FPB on or before June 2, 2023 by 2:00 p.m. local time. All proposals should be in a sealed package marked:

Proposal - FPB Water Treatment Plant Lab Renovation

Proposals should be delivered to:

**Sharmista Dutta
Water Engineer
Frankfort Electric and Water Plant Board
305 Hickory Drive
Frankfort, KY 40601
502-352-4407**

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

A. Has your company filed the required Employer Information Report, EEO-1 (Standard Form 100) with the Secretary of Labor's Joint Reporting Committee for the prior period ending March 31?

YES

NO

If your answer to Question A above is "NO", check the following appropriate reasons for not filing:

1. Employ less than one hundred people company-wide.
2. Have specific exemption from Secretary of Labor as provided in Section 20 of Executive Order 11246, as amended.

If applicable, within Thirty (30) days after receipt of any order from the **Frankfort Electric and Water Plant Board** and prior to each March 31 thereafter, during the performance of work under said order, the undersigned firm agrees to file Standard Form 100, entitled "Equal Employment Opportunity Information Report EEO-1" in accordance with instructions contained therein, unless such firm has either filed such report within twelve months preceding the date of the award or is not otherwise required by law or regulations to file such a report.

B. In consideration of the undersigned being placed in the **Frankfort Electric and Water Plant Board's** "Offeror Document" for the year ending March 31 next, the undersigned certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not and will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the Equal Opportunity Clause in any subcontract, contract, purchase order, or agreement that the undersigned may receive from the **Frankfort Electric and Water Plant Board**.

As used in this certification, the term "Segregated facilities" means any waiting room, work areas, rest room, and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color or national origin, because of habit, local custom or otherwise.

The undersigned further agrees that he will obtain identical certifications from proposed Sub-Offerors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he will retain such certification in his files and that he will forward the following notice to his proposed Sub-Offerors (except when the proposed Sub-Offerors have submitted identical certification for specific time periods).

NOTICE TO PROSPECTIVE SUBOFFERORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

"A certification of Non-segregated Facilities, as required by the May 9, 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, May 19, 1967) must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification for all Sub-Offerors during a period (i.e., quarterly, semi-annually, or annually).

(Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.)"

If applicable, do you have at each of your facilities a current written Affirmative Action Compliance Program as required by Title 41 of the Code of Federal Regulations (CFR) 60-1.40; and current written Affirmative Action Programs for disabled veteran, veterans of the Vietnam Era and Handicapped workers as required by CFR 60-250.4 and CFR 60-741.4?

YES

NO

NOT APPLICABLE

If "NO" within 120 days after receipt of any order resulting from attached quotation, the undersigned firm agrees to develop and maintain written Affirmative Action Compliance Programs as required. (Current law requires the Offeror to develop a written Affirmative Action Compliance Programs in those cases where the Offeror has received prime contract or subcontracts for \$50,000 or more and employs fifty (50) or more people).

OFFEROR (SELLER/ Offeror): _____

MAILING ADDRESS: _____

PHONE: _____

AUTHORIZED REPRESENTATIVE'S: _____

NAME (PRINT OR TYPE): _____

AUTHORIZED REPRESENTATIVE TITLE: _____

DATED SIGNATURE OF AUTHORIZED REPRESENTATIVE:

If you received this as part of an Invitation to Bid please return with your BID.

OTHERWISE

PLEASE RETURN TO:

Personnel Officer/EEO Coordinator
Frankfort Electric and Water Plant Board
P.O. BOX 308
Frankfort, KY 40602

NOTICE TO PROSPECTIVE OFFERORS OF REQUIREMENT OF GENERAL SAFETY PROGRAM

The Frankfort Plant Board requires that all Offerors operate in compliance with standards set forth by federal, state, and local regulatory agencies, including but not limited to the Occupational Safety and Health Administration, Environmental Protection Agency and Department of Transportation. To comply with the regulations set forth by these agencies it is necessary for each Offeror to operate under an established safety program pertaining to the Offeror's specific line of business.

The primary goal of a safety program is to protect the health and safety of employees and the public.

By submitting a bid, Offeror certifies that it operates in accordance with a safety program that addresses applicable OSHA standards and other applicable laws and regulations.

OFFEROR (SELLER/ Offeror): _____

MAILING ADDRESS: _____

PHONE: _____

AUTHORIZED REPRESENTATIVE'S: _____

NAME (PRINT OR TYPE): _____

AUTHORIZED REPRESENTATIVE TITLE: _____

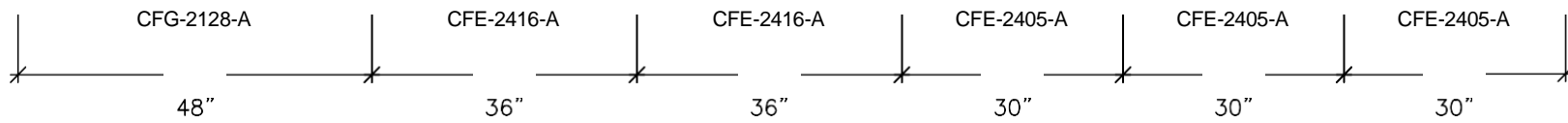
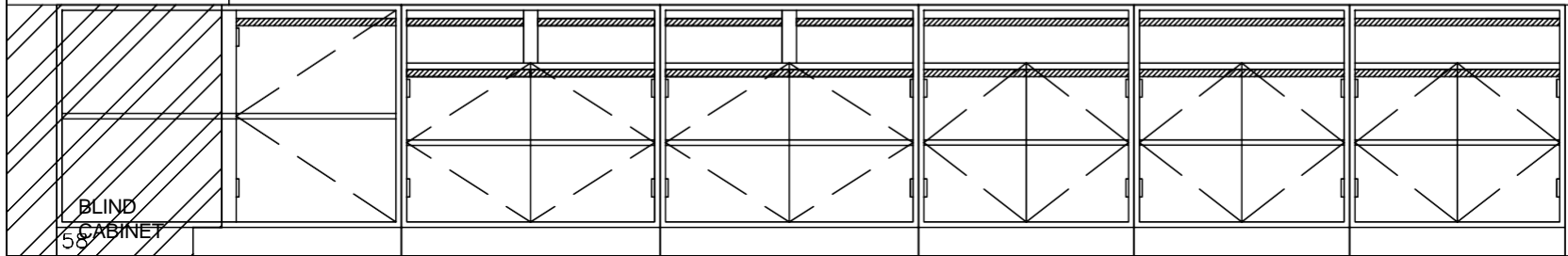
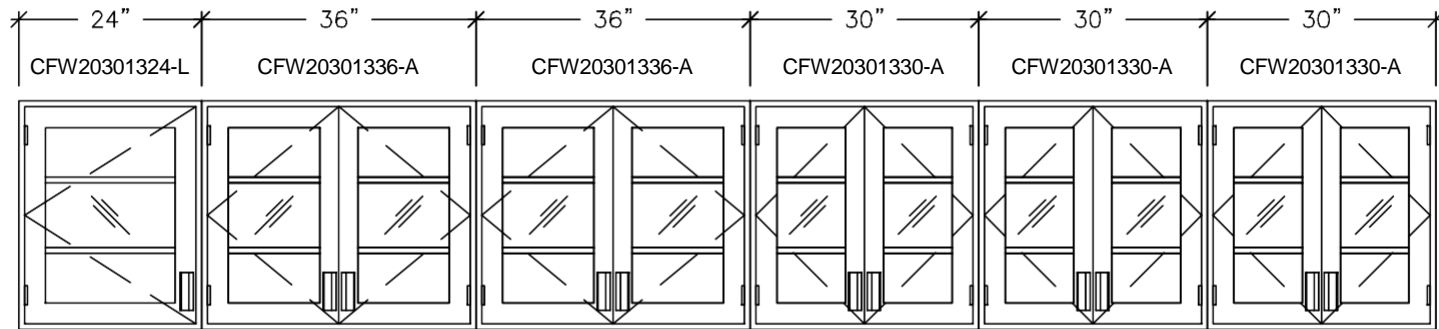
DATED SIGNATURE OF AUTHORIZED
REPRESENTATIVE: _____

APPENDIX A

DRAWINGS

EXISTING CEILING HEIGHT

NEW CEILING HEIGHT



APPENDIX B

LIST OF MATERIALS

QUOTATION



Prepared For: Shannon Young
Laboratory Manager
Company: Frankfort Plant Board
200 Coffee Tree Road

VWR Quote #: JSH-012723
Revision: 2
Valid From: 4/28/2023 **Valid To:** 5/28/2023

Frankfort, KY 40601
Phone: 502-352-4349
Email: syoung@fewpb.com

Prepared By: Ginger Huffstetler
Phone: 931-259-8067
Email: virginia.huffstetler@avantorsciences.c
3501 Olympus Blvd
Suite 160
Dallas, TX 75019

THANK YOU FOR THE OPPORTUNITY TO EARN YOUR BUSINESS. Submit Purchase Orders to: VWRFurniture_Orders@vwr.com or Fax to (972) 753-1389.

Notes:

Pricing is valid for 30 days from date issued. Please note, all pricing will be finalized at the time of purchase order receipt.

Due to recent disruptions of the global supply chain, we are experiencing unprecedented lead times, freight delays, raw materials availability, and price validity. Lead times will be confirmed after receipt of both a purchase order and signed-off approval of the shop drawings as required.

Freight is included in this proposal and is quoted F.O.B. Shipping Point, Freight Charged as Quoted. **VWR will not be responsible for any fees associated with any Bonds, Permits, or Taxes unless otherwise stated within this quotation/scope letter.** Installation is not included but is available if required.

The Quote is for the following:

- VWR Light Neutral, Contour Metal Casework
- 1" Thick Black Epoxy Resin Worksurface
- VWR Light Neutral, Atlas Shelving Assembly

Line #	Qty	Catalog #	Finish
1	1	59380-032 EYEWASH/DRENCHHOSE DECKMOUNTED -	
2	1	89497-068 SINK D59 DROP-IN BLACK WITH SO-3R OUTLET -	
3	4	CFA060448-A VWR APRON RAILS 4X48 -	- Light Neutral
4	1	CFA102536-A VWR KNEESPACE PANEL 25X36 -	- Light Neutral
5	2	CFA103148-A VWR KNEESPACE PANEL 31X48 -	- Light Neutral
6	2	CFA-2229-A VWR APRON H-LEG 22X36 -	- Light Neutral
7	1	CFA802236-A VWR WORKTOP SUP FRAME 22X36 -	- Light Neutral
8	1	CFD-1842-A VWR BASE UNIT 3 DWR W PB 18X22X30 -	- Light Neutral- Light Neutral
9	1	CFE-2404-A VWR BASE UNIT 1DR-R/1DWR 24X22X36 -	- Light Neutral- Light Neutral
10	3	CFE-2405-A VWR BASE UNIT 2DR/1DWR 30X22X36 -	- Light Neutral- Light Neutral
11	1	CFE-2416-A VWR BASE UNIT 2DR/2DWR 36X22X36 -	- Light Neutral- Light Neutral
12	3	CFE-2416-A VWR BASE UNIT 2DR/2DWR 36X22X36 -	- Light Neutral- Light Neutral
13	2	CFE-2416-A VWR BASE UNIT 2DR/2DWR 36X22X36 -	- Light Neutral- Light Neutral
14	1	CFE-2418-A VWR BASE UNIT 2DR/2DWR 48X22X36 -	- Light Neutral- Light Neutral

Line #	Qty	Catalog #	Finish
15	1	CFG-2006-A VWR BASE UNIT SINK 2DR 36X22X36 -	- Light Neutral- Light Neutral
16	1	CFG-2009-A VWR BASE UNIT SINK 2DR 60X22X36 -	- Light Neutral- Light Neutral
17	1	CFG-2128-A VWR BASE UNIT 1DR-R CRN 48X22X36 -	- Light Neutral- Light Neutral
18	1	CFG-2138-A VWR BASE UNIT 1DR-L CRN 48X22X36 -	- Light Neutral- Light Neutral
19	1	CFG-2806-A VWR BASE UNIT ACD 2DR 36X22X36 -	- Light Neutral- Light Neutral
20	4	CFK-0013-0A KEMSTRUT SUPPORT 36X14 -	
21	1	CFK-MS60-A SINK SUPPORT UNDERMOUNT 60INCH L -	
22	1	CFL-0136-C VWR BASE UNIT CNR SCRIBE 36X1 -	- Light Neutral
23	1	CFL-0136-C VWR BASE UNIT CNR SCRIBE 36X1 -	- Light Neutral
24	1	CFL-0136-E VWR BASE UNIT END SCRIBE 36X1 -	- Light Neutral
25	1	CFL-0136-R VWR BASE UNIT REAR SCRIBE 36X1 -	- Light Neutral
26	2	CFL-0329-37 VWR SLIP-ON ANGLE FOR SCRIBE 37" -	- Light Neutral
27	1	CFL-0830-R VWR BASE UNIT REAR SCRIBE 30X8 -	- Light Neutral
28	1	CFL-0836-R VWR BASE UNIT REAR SCRIBE 36X8 -	- Light Neutral
29	2	CFL-0836-R VWR BASE UNIT REAR SCRIBE 36X8 -	- Light Neutral
30	2	CFL-1436-H VWR BASE UNIT CHASE FILLER 36X14 -	- Light Neutral
31	2	CFL-3012-BA VWR BASE UNIT ADJ SCRIBE 30X12 -	- Light Neutral
32	1	CFS12841636-A VWR TALL UNIT W/SLD PNL DR 84X16X36 -	- Light Neutral- Light Neutral
33	1	CFW50301324-L VWR WALL UNIT SWING DOOR 30X12.75X24IN	
34	4	CFW50301330-A VWR WALL UNIT SWING GLASS DOOR30X13X30IN -	
35	2	CFW50301336-A VWR WALL UNIT SWING GLASS DOOR30X13X36IN -	
36	1	U-71C 43"L x 15"W x 11"DEEP BLACK EPOXY RESIN UNDERMOUNT SINK WITH CENTER DRAIN LOCATION - U-71C	
37	1	E800WS-33GF-61 MULTIPLEX POWER/DATA PEDESTAL BOX, WRINKLE POWDER COATED FINISH WITH DUPLEX DATA RECEPTACLE AND DUPLEX 20 AMP, 125V GROUND FAULT RECEPTACLE - Wrinkle Black Powder Finish, Stainless Steel Face Plate	
38	6	CT611VB-DGR FAUCET DECK MOUNT VB GN 6IN - Finish: Dark Gray Powder Coated	
39	1	CT414-8VB-DGR FAUCET DECK MOUNT MIX W/VAC GOOSENECK - Finish: Dark Gray Powder Coated	
40	1	CT681-DGR PURE WATER FAUCET, TIN-LINED BRASS, DECK MOUNTED, SELF CLOSING CONTROL, 6" RIGID GOOSENECK - Finish: Dark Gray Powder Coated	
41	1	CTEW1022-DGR EYEWASH/DRENCH HOSE UNIT, DECK MOUNTED - Finish: Dark Gray Powder Coated	

Line #	Qty	Catalog #	Finish
42	1	MISC_FURN_STD 1" THICK BLACK EPOXY RESIN WORKSURFACE WITH 4" APPLIED SPLASH, WHERE APPLICABLE -	
43	28	VFF-0862-04P COVE BASE BLACK NON-ADHESIVE -	
44	22	VFF-1368-00 BASE MOLDING CORNER CLIP -	
45	1	VFL412-8VB DECK MNT MIXING 8IN VB SWINGGN -	
46	2	VWR1L1230 VWR ATLAS SHELF ONE LIP 12D30W -	- Light Neutral
47	6	VWR1L1236 VWR SHELF ONE LIP 12D 36W -	- Light Neutral
48	4	VWR2L1236 VWR SHELF TWO LIPS 12D 36W -	- Light Neutral
49	1	VWRBCP3036 VWR PEGBOARD B/T MNT 36W 30H - INCLUDES A RESIN TROUGH	
50	1	VWRBCPMB VWR PEGBOARD MOUNT BRACKETS -	
51	8	VWRBH12 VWR SHELF BRACKET HISD IND PK2 -	- Light Neutral
52	4	VWRBH12 VWR SHELF BRACKET HISD IND PK2 -	- Light Neutral
53	3	VWRC36 VWR COLUMN UPRIGHT 36H -	- Light Neutral- Light Neutral
54	2	VWRCB36 VWR SPREADER BAR 36INCH -	- Light Neutral
55	1	VWRD45244 VWR DATA INSERT 4 OUTLETS 24H	
56	1	VWRHC20188 VWR HAT CHANNEL ELECTRICAL 18H	- Light Neutral
57	8	VWRWMUP30 VWR UPRIGHT ATLAS WALL MOUNT 30INCH -	- Light Neutral

USD Total Sell:

F.O.B. Shipping Point Freight:

USD Total:
Financing Available

Contact VWR for details about flexible financing programs.

Approved By: _____

Date: _____

PO#: _____

When placing your order, please sign and date above and indicate your P.O. number. Submit your P.O. along with this signed form to **VWRFurniture_Orders@vwr.com** or Fax to **(972) 753-1389**, and reference the VWR Quote # in all communications. If you have any questions regarding this proposal or if we can be of further assistance, please contact the VWR team below.

Your Estimator is: Jenisha Shrestha
Phone:

Email: jenisha.shrestha@avantorsciences

Your Specialist is: Ginger Huffstetler
Phone: 931-259-8067

Email: virginia.huffstetler@avantorscienc

In the absence of a definitive products supply agreement between the parties, VWR International's Terms and Conditions of Sale apply. A copy is available on our website

(https://us.vwr.com/store/content/externalContentPage.jsp?path=/en_US/about_vwr_terms_conditions_product_sales.jsp), or by request. Customer represents that it has read and agrees to VWR International's Terms and Conditions of Sale.

Customer is responsible for unloading and providing standard receiving facilities for large and/or heavy shipments. Special unloading or delivery can be arranged, provided VWR International is notified at the time of order placement. For such arrangements, please contact VWR International for a quotation. Installation or other services are not included in this quotation, unless otherwise noted on the quotation.

Identified stock status is based on product availability at time of the quote and may change at time of order. Delivery dates are based on standard lead times from suppliers. Items prefixed with "MISC" are subject to regulatory approval once VWR International receives acceptance from the customer. They are special order, and as such may not be returnable. **Customer signed approvals are required when drawings are supplied for these items along with Purchase Order before order can be scheduled.** Please see the "Notes" section on first page for lead times on special order items.

Any changes to the above agreement must be done so in writing and approved by both VWR International, LLC and customer.

VWR TRADE SECRET/CONFIDENTIAL/PROPRIETARY INFORMATION