

RFP No. 410-046

**REQUEST FOR PROPOSAL (RFP)
FOR THE LEASING OF AN OFFICE FACILITY
TO BE OCCUPIED BY THE
Department of Corrections (DOC)
Division of Community Corrections (DCC)
WITHIN THE CITY OF MADISON**

Issued: Monday, August 22, 2016



Due date: September 26, 2016

**PREPARED BY:
STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF FACILITIES MANAGEMENT
101 EAST WILSON STREET, 7TH FLOOR
MADISON, WISCONSIN, 53707-7866**

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I. PROJECT OVERVIEW

A. PROJECT SCOPE

The State of Wisconsin is seeking a five-year lease with two 5-year renewals for approximately 9,680 rentable square feet of office space for the Division of Community Corrections (DCC). DCC will require a total of fifty (50) parking spaces for staff and clientele, located at and/or near the facility. They will also require secured 24/7 parking for six (6) State Fleet vehicles and two (2) stalls for Custody Vehicles. The facility may be an existing, renovated or newly constructed facility with public service areas; and shall be located in the City of Madison and within the area as shown in Appendix 4, Exhibit B.

II. SELECTION AND AWARD PROCESS

A. SCHEDULE

The following is a **TENTATIVE** schedule of events regarding this RFP:

RFP Posted	August 22, 2016
Requests for Clarification due by 3:00 PM CT	September 5, 2016
Clarification Responses Posted	September 15, 2016
Proposals Due By 3:00 PM CT (Due Date)	September 26, 2016
Selection Committee Screening of Proposals	Approx 2 of weeks
Notification of Short-Listed Proposers	Approx 2 of weeks
Best and Final Offer (BAFO) DUE	Approx 1 of weeks
Letter of Intent	Approx 1-2 of weeks
Building Commission	TBD
Lease Execution	TBD
Targeted Tenant Access Date	April 1, 2017
Targeted Occupancy Date	May 1, 2017

B. PROPOSERS QUESTIONS AND DOA RESPONSES

On or before 3:00 PM CT on Monday September 5, 2016, Proposers may submit written requests of clarification of this RFP and/or questions utilizing the form provided in Appendix 5. Submit the completed form via email to doarealestateinfo@wisconsin.gov. Please reference the RFP number in the subject line of the email.

Written responses to properly submitted relevant requests will be posted by Thursday September 15, 2016 on the following website:

<http://www.doa.state.wi.us/Divisions/Facilities-Management/Bureau-of-Real-Estate-Management/Current-Real-Estate-RFPs-and-RFIs/>

Solicitation of information from the State, DOA, or the tenant Agency(s) outside of this designated process will not be addressed and may result in disqualification of the Proposer.

RFP status and updates will be available on the above website as information becomes available.

C. SELECTION AND AWARD PROCESS

All Proposals submitted in response to this Request for Proposal will be graded by the Selection Committee. The Committee consists of DOA representatives and members from the tenant agency(s). The final selection will be made by the Secretary of the Department of Administration.

The selection of a Proposer is a three-part selection process.

Part One: RFP Response 40% of Total Score

Proposers must submit their Proposals by the RFP requirements designated in Section III. Proposals meeting the RFP requirements will be scored and evaluated by the Selection Committee based on the criteria listed in Section III C. Scores for each of these criteria are weighted to determine a total score. DOA and the tenant agency(s) may request presentations, conduct site visits, and/or request additional information in order to evaluate, score and choose Proposers to be short-listed and continue onto part two.

Part Two: BAFO 60% of Total Score

The Selection Committee will select up to four Proposers with the highest total scores from Part One and ask each to submit a Best and Final Offer (BAFO). The request may include an in-person interview, as well as clarification on responses, costs, square footage, and layout.

Part Three:

The Selection Committee will score the BAFO's and submit the top two Proposals that best meet the needs of the tenant agency(s), including a list of positive and negative aspects, to the Secretary of the Department of Administration for review and selection. The Secretary may choose one of the top two Proposals or determine no selection and send the RFP back to the Selection Committee for additional information or further review.

While lease terms (cost) of each Proposal will be heavily weighted, selection will be based on criteria which best meets the needs of the tenant agency(s), and provides the best value to the taxpayers. The final selection may not necessarily be the lowest cost Proposal.

The State reserves the right to cancel this RFP at any time and reject any and all Proposals at its sole discretion.

Letter of Intent (LOI):

After the final selection is made, the State will send a Letter of Intent to the selected Proposer. Further clarification, negotiation, lease terms, and final plans will be requested. Should the State be unable to negotiate a lease with the selected Proposer, the State reserves the right to cancel the selection and negotiate with another Proposer. This is not a fixed-bid Proposal and all items are subject to further negotiations by either party. Considerations for variances to the specifications of this RFP may be given to spaces with "as is" conditions that may prohibit

exact conformance to the specifications. A thorough explanation of the variances and the “as is” conditions contributing to the variance must be supplied by the Proposer.

Final lease execution is contingent upon approval of the State of Wisconsin Building Commission per Section IV C of this RFP.

III. PROPOSAL SUBMITTAL REQUIREMENTS

A. SUBMISSION

In responding to this RFP, Proposers must use the following format requirements and process:

- Submission of one (1) original and four (4) printed copies of the Proposal, which will serve as the official copies.
- Utilization of the attached Proposer’s Response Sheet.

Proposals are due by 3:00 PM CT on Monday September 26, 2016 (Due Date)

Proposals received after the due date will not be accepted. Upon receipt, they will be marked late, remain unopened and be returned to the sender.

Sealed copies of the Proposals shall be delivered to:

RFP #410-046
State of Wisconsin, Department of Administration
Division of Facilities Management
101 E. Wilson Street, 7th Floor
P.O. Box 7866
Madison, WI 53707-7866

Proposers must allow sufficient time for delivery of their Proposals by the date specified.

B. FORMAT

- Proposals should be spiral bound, printed on single sided 8 ½”x11” paper, either portrait or landscape. For legibility purposes, plans, schedules or other relevant proposal documents may be printed on 11”x17” paper, but folded to be equivalent to 8 ½”x11” paper.

C. CRITERIA

Proposals will be evaluated on the following criteria:

1. Lease terms and conditions
2. Location Attributes and site information
3. Facility Details and layout
4. Schedule (see Section II, A)

D. PROPOSAL CONTENT

The Proposal must meet at a minimum, the standards and requirements listed herein, including the language of the attached State of Wisconsin standard lease document (to be

modified by the specific terms and conditions pertinent to this RFP). **It is mandatory that all proposers utilize the attached Proposer's Response Sheet (Appendix 6);** and include the specific information, plans/drawings, specifications, and schedules required for their response, as listed below:

1. A fully completed "Proposer's Response Sheet." Supply documentation if available, supporting each of the cost elements, as noted, other than the base building rate.
2. Information for each firm on the Proposer's Team, including the Company name, contact person, business address, phone number, email address and website (if applicable).
3. If this is a build-to-suit response, information on team members should also include number of years in business and relevant experience related to this type and size of project.
4. A rendering, sketch, and/or photo illustrating the exterior views of the building.
5. A site plan indicating parking, including number and type of available spots, ingress/egress, loading dock(s), lighting, sidewalk, trash locations, and existing and proposed landscaping.
6. Describe or show on plans the distance to closest bus stop and frequency of bus service.
7. Include with proposal a marked map with the proposed building location.
8. A 1/8" scale floor plan with a preliminary proposed layout. This plan should include dimensions and furniture. See Exhibit A for furniture typicals.
9. Provide a breakdown of tenant improvement costs and operating expenses as indicated on the Proposer's Response Sheet. All building construction and tenant improvement costs are the responsibility of the Proposer and should be considered in the Proposer's response. If applicable, additional items (furniture, security, cabling, and move costs) may also be required.
10. A construction schedule and timeline for tenant improvements (TI's) from the fully executed lease to tenant occupancy.
11. A list of the areas, systems or critical characteristics in the Program Requirements evaluation criteria where the proposal exceeds the minimum requirements or does not meet the minimum requirements.
12. The Proposer shall comply with prevailing wage requirements of Section 103.49 of the Wisconsin Statutes if the cost of construction is greater than \$100,000; and more than one trade is required to complete the entire project. If it is a single-trade project, the cost of construction must be \$48,000 or more. For additional information regarding how to apply for determination of Prevailing Wage, see www.dwd.state.wi.us.

IV. OTHER CONSIDERATIONS AND RESERVATION OF RIGHTS

A. PROCURING AND CONTRACTING AGENCY

The State of Wisconsin, Department of Administration (DOA), Division of Facilities Management (DFM) is the authorized agent of the Governor in the procurement of buildings and real estate for state government occupants. The Department of Administration will be the Lessee of record and will authorize the final selection made for this space. All negotiations relative to this lease will only be conducted with the DOA's designated contact.

B. RESERVATION OF RIGHTS

The State reserves the right, in its sole and absolute discretion, and as it may deem necessary, appropriate, or beneficial to the State with respect to the RFP, to:

- Cancel, withdraw, or modify the RFP;
- Modify or issue clarifications to the RFP prior to the Proposal Due Date. In the event the RFP is modified it will be posted here: <http://doa.wi.gov/Divisions/Facilities-Management/Bureau-of-Real-Estate-Management/Current-Real-Estate-RFPs-and-RFIs/> and all Proposers will be provided a chance to revise their Proposals;
- Request submission of additional information from some or all Proposers, following its review of one or more Proposals;
- Waive any irregularity or defect in any submission;
- Reject any Proposals it deems incomplete or unresponsive to the RFP requirements;
- Reject all Proposals that are submitted; and
- Reissue the original RFP, issue a modified RFP, or issue a new RFP, whether or not any Proposals have been received in response to the initial RFP.

1. Pre-development and Development Costs

The State is not liable for any costs incurred by a Proposer in replying to this RFP.

In addition, Proposers should be aware of the following:

- The State of Wisconsin, DOA, and/or the tenant agency(s) will not be liable for any costs associated with the preparation of a Proposal or negotiation of a contract incurred by the bidders;
- All Proposals, in their entirety, will become the property of DOA upon submission;
- Proposers should draw independent conclusions concerning conditions that may affect the methods or cost of development;
- Proposer shall be solely responsible for all pre-development (including demolition of existing improvements and due diligence studies such as traffic, geotechnical, storm water management, and other site preparations if new or remodeled facility proposed) and development costs associated with the project;
- Proposer shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time; and
- All equity and self-funded project pre-development money expended by a Proposer is at the sole risk of the Proposer. The State shall under no circumstances be responsible to reimburse same, whether pre- or post-selection.

2. Selection Non-Binding

The State's selection of a Proposer indicates only its intent to negotiate with the selected Proposer. The selection does not constitute a commitment by the State to execute a final agreement or contract with that Proposer. Proposers therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on any action by the State, or its contractor, representative, or employees' actions for any costs or liabilities incurred as a result of responding to this RFP.

3. Communications with Media, Government Agencies, and Community

Proposers shall not initiate or pursue any discussions or communications with the media, government agencies, and/or the community without first coordinating with and receiving the approval of the State.

4. Wisconsin Open Records Law

All information in a Proposer's Proposal is subject to the provisions of the Wisconsin Open Records Law (Wisconsin Stat. 19.31 et seq.). Any information or data in the Proposal that the Proposer claims as proprietary and confidential and should not be disclosed by the State to third

parties shall be clearly identified in their Proposal (each page shall be marked as "Proprietary and Confidential") and specified on the Designation of Confidential and Proprietary Information Form as provided in Appendix 8 of this RFP.

5. State Law

Any agreement between the State and the successful Proposer arising from this RFP will be governed, construed, and interpreted in accordance with the laws of the State of Wisconsin. Proposers are advised that under such laws, the State will not indemnify the successful Proposer against claims, demands, suits, actions, proceedings, liabilities, damages, losses, costs, or expenses of any kind by reason of injury or death to any person or for property damage arising out of or relating to the work to be performed.

C. STATE BUILDING COMMISSION APPROVAL

The State of Wisconsin Building Commission has statutory authority to approve lease transactions on behalf of the State. Proposers responding to this RFP should be aware of and take into consideration the following State of Wisconsin Building Commission policies:

- State of Wisconsin Building Commission policies require compatibility with local, jurisdictional governments in their long-range planning, economic development and zoning efforts. Failure to consider and address local zoning and municipal planning efforts your proposal may lead to disqualification.
- The State of Wisconsin Building Commission, in the effort to support local government planning, zoning and economic development, will consider recommendations from local officials as to the placement and use of State offices. Proposers should be aware that local official and community input may be sought by the Building Commission and can be a factor in the approval process.
- The local and/or county officials support may impact the approval of any project and their support does not guarantee approval of the State of Wisconsin Building Commission.

V. APPENDICES

A. APPENDIX 1 – PROGRAM REQUIREMENTS AND EVALUATION CRITERIA

The Proposal documents must meet at a minimum, the standards and requirements listed herein, including the language of the attached State of Wisconsin standard Gross Lease document (to be modified by the specific terms and conditions pertinent to this RFP). The Proposer should address and show how the Proposal meets or exceeds each of the following characteristics which are critical in the evaluation and award process.

1. Lease Terms and Conditions

- a. Lease Rate: The lease rate shall be quoted as a gross rate for the amount of rentable square footage based upon a 5-year initial lease term with two 5-year renewal options. The proposed gross rental rate should include base building rate, operating expenses including building maintenance, common area maintenance (CAM), insurance, utilities, snow plowing, landscaping, real estate taxes and Premise janitorial and tenant improvement costs (i.e., Premises Build-out costs and security system).
- b. Access Prior to Occupancy: Tenant and/or Tenant's vendors shall have access to Premises during the period Lessor is constructing improvements. Exact timing to be determined by Lessor and Lessee after Lessor's construction schedule is finalized. Tenant and/or Tenant's vendors shall not interfere with Lessor's contractor or cause an unreasonable delay to the Lessor's construction schedule.
- c. Occupancy Date: Provide timeline for completion of build-out and receipt of occupancy certificate. Indicate your certainty of meeting the targeted occupancy date. The targeted rent commencement date is May 1, 2017.

2. Locational Attributes and Site Information

- a. Preference will be given to locations in proximity to the county jail and courthouse
- b. The site location must be within a geographic area that is within the state of Wisconsin, City of Madison and within the Mandatory Area as shown on Appendix 4, Exhibit B.
- c. Location must be on a bus line with regular bus service several times a day, with at least one bus stop within the immediate proximity of the location with an accessible sidewalk route to the building.
- d. The site should have access to major roads, easily located with minimal turns, and readily visible.
- e. There should be compatibility with neighboring land uses. Proposed locations near parks, schools, or daycare centers will not be considered.

3. Facility Details and Layout

- a. Quality and Flexibility of Building and Design
 1. The space should have a rentable office area of approximately 9,890 rentable square feet. The rentable square footage estimate includes estimated circulation and building common space. The actual square footage leased may be less due to building efficiencies and shared areas.
 2. Proposals will be accepted for single or multi-tenant buildings and existing or new construction. In multi-tenant buildings proposers should design the layout with separate client entrance for DOC. In either single-tenant or multi-tenant building, it is preferred that staff and clients have separate entrances/exits.

There should be a rear exit for law enforcement personnel use.

3. All staff to be located on a ground floor.
4. In a multi-tenant building, clients and staff may use accessible common area restrooms. In a single-tenant building, clients and staff should have separate restrooms and a unisex restroom located near the entrance to the Premises, outside of DOC secured space. In both single-tenant and multi-tenant buildings single stool restrooms are required for drug screening within the Premises.
5. Proposals will be judged on the adequacy of the design to address program requirements as set forth below in both options of the Summarized Room Requirements. The majority of the evaluation in this section will be based on these requirements. Due to the specified uses to be performed by staff at this location, this facility may have needs not needed at all State offices.

b. Safety and Accessibility Requirements

1. There must be adequate building security and exterior security lighting to allow for safe occupancy by staff and visitors at all times. Provide adequate security lighting for on premise parking areas.
2. The design of the building and floor plan should ensure safety of staff. The floor plan should not contain any "dead end" hallways or blind corners either in the tenant space or common area. All areas of the office should be accessible and visible to a number of staff at all times.
3. All areas of the Premises, the applicable common areas, and entrances and exits serving the Premises shall meet all requirements of handicapped accessibility, health, and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 51 through 65 and Americans with Disabilities Act guidelines (ADAAG). The ADAAG guidelines will take precedence over state building codes Chapter 52.04, except when such state codes shall be equal to or exceed specifications in ADAAG.
4. Lessor shall provide a security access system as outlined in Schedule II.

c. Connectivity

1. The office must be wired minimally with Cat5e wiring for computer networking connections. The landlord is responsible to work with the tenant's local telephone service provider to ensure proper entrance cable (fiber if needed) can be brought in to the building. This may include building penetrations, access points, and cable pathways, to bring service in to the designated main communications room in the building. Please see Schedules attached for more detailed scope of work.
2. Landlord will be responsible for all communication conduit, paths, and raceway for cabling. Lessee will be responsible for all phone and data cabling.

d. Parking

1. Requires a total of fifty (50) parking spaces for staff and clientele, located at adjacent to the facility. They will also require six secured 24/7 parking spaces for vehicles, and two designated for custody vehicles. Also, the appropriate number of ADA stalls including a van accessible stall. This can be provided through a combination of on site and street parking.
2. Handicapped parking spaces are required to be closest in proximity to the Handicapped accessible entrance of the building.
3. The two dedicated parking spots for designated custody vehicles should be in

the rear or side of the building for “custody parking.”

f. **Design Services**

1. The successful proposer will provide architectural and space design services required as the project is implemented. These services will include preliminary schematics, plans and documents based on the building plan.
2. The proposer will provide to the Lessee one paper and one electronic (Auto CAD) copy of the space plan, as well as the final contract and record documents, including construction specifications and State-approved plans. Project will not proceed until final construction documents are approved by Lessee.
3. Tenant representatives will collaborate with the selected proposer to finalize drawings and specifications.
4. The successful proposer will provide all design services required for permits and as required by the Lessee as the project is implemented. It is likely that multiple re-drawings of the design will be necessary to refine it to the needs of the Department of Corrections.

g. **Building Sustainability**

1. Proposals should incorporate sustainable construction and development practices including sustainable site development, water savings, energy efficiency, materials selection and indoor environmental quality. The State of Wisconsin sustainability guidelines are located at

B. APPENDIX 2 – GENERAL ROOM REQUIREMENTS

The general specifications for each area are listed below to assist in the space design process.

List of Areas and Suggested Sizes

Name	Type	Quantity	Size	Total Sq. Ft.	Comment
Administration					
Corrections Field Supervisor	Office	3	144	432	Interior
Agents	Workstation	24	96	2,304	Perimeter
Program Support Supervisor	Office	1	144	144	Interior
Office Operations Assistant	Workstation	6	64	384	Perimeter
Subtotal - Admin		34		3,264	

General					
Interview Rooms	Room	8	110	880	Interior
Conference Room	Room	1	575	575	Interior
Secured Waiting Room	Room	1	225	225	
Reception	Room	1	150	150	
Breakroom	Room	1	240	240	
T-File Room	Room	1	200	200	Interior
UA Preparation Area	Area	1	40	40	
Work and Mailroom	Room	1	350	350	
Data Closet	Room	1	100	100	
Storage	Room	1	150	150	
UA Restrooms	Room	2	75	150	
Group Treatment	Conference	1	350	350	
Staff Restrooms	Room	2	75	-	If single tenant bldg
Unisex Restroom - Clients	Room	1	75	-	If single-tenant bldg
Poly/Psych/Photo	Room	1	120	120	Interior
Video Conference	Room	1	120	120	Interior
Subtotal - General				3,650	

Total Admin & General				6,914	
Circulation & Public				<u>2,766</u>	Approximately 40%
Gross Rentable SQ. FT.				9,680	

Note: In addition to submitting a proposal containing the room requirements as shown above, Proposers may also submit an additional proposal incorporating twenty-four private offices for Agents (110 sq. ft.) and no Interview Rooms in lieu of twenty-four Agent workstations.

C. APPENDIX 3 – SUMMARIZED ROOM REQUIREMENTS

1. **Private Offices:** The private office layout should accommodate a desk and with a computer return, small table and two guest chairs. Private offices must have a sidelight window to allow for transfer of natural light. Private offices should not be located on perimeter of building with existing windows and doors should have office locksets.
2. **Open Office Area:** The open office area should allow for installation of twenty-four 96-square foot cubicle work stations which are to be provided by Lessee. It is preferred that the cubicles be located on the exterior walls to allow for maximum natural light and must have sufficient electrical circuits and phone/data outlets. Standard electrical requirements for open office areas are four 20 amp circuits for every eight systems furniture cubicles. Dedicated electrical circuits will be required for copiers and printers. The size of the cubicles can be either 12' x 8' or 9' x 10-6" for staff in this area.
3. **Group Treatment and Video Conference Rooms:** The Group Treatment Room must be located with access to public or client restrooms and be able to be secured with a card reader from the balance of office area. The doors to these rooms must have sidelight windows.
4. **Conference Rooms:** If the conference room is not adjacent to break room, eight feet of countertop with cabinets above and below and a hot/cold water double compartment stainless steel sink is required. This room should also have adequate outlets and circuits to allow for a refrigerator, coffeepot, and microwave. The door to this room must have a sidelight window.
5. **Waiting Area:** The interior office area must be secured from the Waiting Area by having a controlled entry point with a card reader. One ADA compliant pass-through window with speaking hole is required. The pass through should be recessed into the counter. There should be a countertop located under the pass through on the waiting room side to allow clients to fill out paperwork. Built-in, simple, wood benches are requested to be installed along at least two walls.

The Waiting Area must be designed to accommodate the use of a metal detector and to prevent congestion. Lessor shall provide a dedicated electrical circuit for a tenant-provided metal detector. In addition, a unisex public restroom must be provided for visitors to use within the waiting area, if a single-tenant building.

6. **Reception and Clerical Area:** Located adjacent to the waiting area. Two standard systems furniture cubicles provided by lessor (7' x 9' or 8'x 8') should fit in the clerical area. The clerical area shall be located proximate to the reception area. There should be a standing height work surface located under the pass thru windows on the receptions side.
7. **Break room:** This room will contain a minimum of approximately 8 linear feet of counter space with cabinets above and below and a hot/cold water double compartment sink. This room should also have adequate outlets, circuits and waterlines to allow for a refrigerator, coffeepot, and microwave. All appliances are to be provided by the Lessor. The door(s) to this room must have a sidelight window.
8. **File/Storage Room:** The T-file room should be located near the Reception/Clerical area. It must have shelving be to accommodate the files. The doors to these rooms must have a sidelight window. The storage room can be located within the office area and have a card reader on the door.

9. **Mail/Work Room:** Laminate counter surface is required with cabinetry above and below and mail slots for thirty-five staff. In addition, adequate electrical circuits and outlets for a multi-function device, fax machine, and printers on at least two walls. This room should be located proximate to clerical area. The door(s) to this room must have sidelight windows.
10. **Data/Telecom Room:** This room will contain the punch down blocks for the telephone lines, the wiring panels and computer controllers, etc. The walls will be plywood covered over the drywall. A central location that minimizes the distance of the cable runs is desirable.
11. **Restroom-UA:** Two ADA compliant restrooms each with a water closet and sink are required. An ADA water cooler will be positioned adjacent to the restrooms.
12. **UA Preparation Area:** Must be adjacent to UA Restroom, with counter and upper and lower cabinets.
13. **Restrooms-Staff:** Staff restrooms will be required in a single tenant space in the Probation and Parole office area. In a multi-tenant building, common area restrooms can be used by staff if conveniently located. All must be ADA compliant.
14. **Polygraph, Psychologist and Photo Room:** This room should be located adjacent to Open Office Area and can be an interior room. All walls should be insulated, extend to the deck and constructed to allow for maximum sound suppression and attenuation. The door to this room must have a sidelight window and office lockset.

D. APPENDIX 4 – EXHIBITS

EXHIBIT A
SYSTEMS FURNITURE TYPICALS

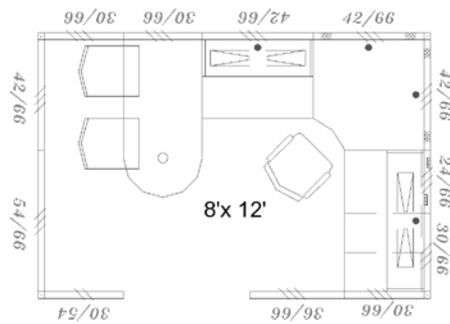
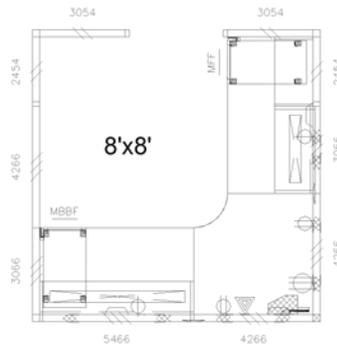
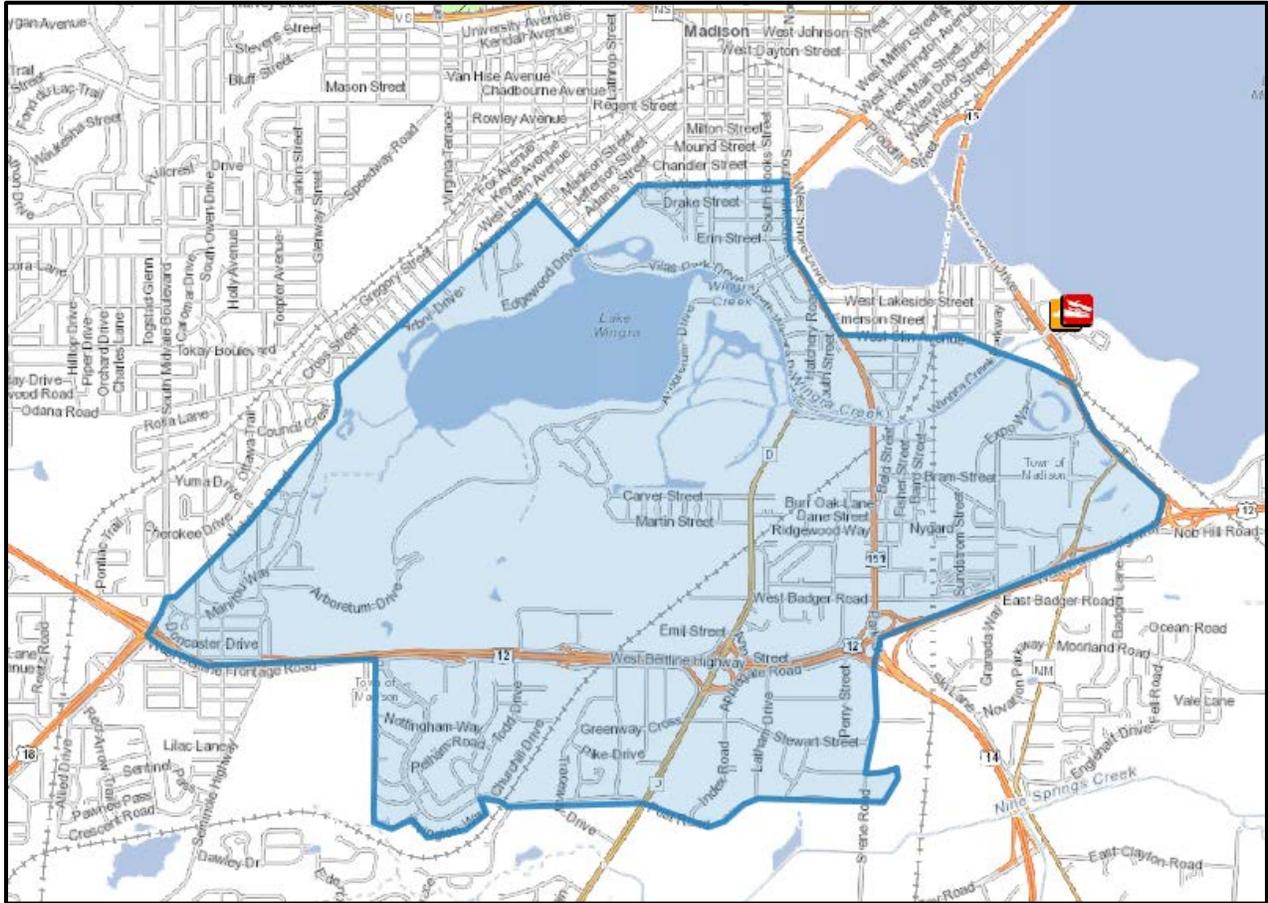


EXHIBIT B – MANDATORY AREA MAP



E. APPENDIX 5 – FORM TO SUBMIT PROPOSER’S QUESTIONS

**STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION
REQUEST FOR PROPOSAL No. 410-046**

Instructions: On or before September 5, 2016, Proposers may submit written requests for clarification of this RFP and/or questions to the DOA by utilizing this form. Please submit the completed form via email to doarealestateinfo@wisconsin.gov. Written responses to properly submitted relevant requests for clarification and/or questions from Proposers will be posted by the DOA on the following website: <http://www.doa.state.wi.us/Divisions/Facilities-Management/Bureau-of-Real-Estate-Management/Current-Real-Estate-RFPs-and-RFIs/> by September 15, 2016. **Solicitation of information from the State, DOA, or tenant agency personnel other than through this form and process is prohibited and may result in disqualification of the Proposer.**

* * *

Contact Information: All fields must be completed by the Proposer submitting the form. Name (Please Print):

Proposer Team:

Company/Affiliation:

Email Address:

Telephone Number:

RFP Section/ Appendix	Page No.	Request for Clarification and/or Question

F. APPENDIX 6 – PROPOSER’S RESPONSE SHEET

Proposed Building Address _____

Proposal Date _____

RENTAL RATE PROPOSAL:

I. SQUARE FOOTAGE: As defined Section III C. 1, Quality and Flexibility of Buildings Design of the RFP

A) Total useable square feet (does not include common area) _____

B) Total rentable square feet (includes common area) _____

II. GROSS RENTAL RATE CALCULATION: All amounts must be listed as annual rent per rentable square foot

a) Net Building Rate (NNN rental rate) \$ _____/sq. ft.

b) Operating Expenses (sum of 1-6 below) \$ _____/sq. ft.

- 1) Real Estate Taxes \$ _____/sq. ft.
- 2) Insurance \$ _____/sq. ft.
- 3) In-Suite Janitorial \$ _____/sq. ft.
- 4) Common Area Maintenance (CAM) \$ _____/sq. ft.
- 5) Premises’ Utilities Costs (heat, air-conditioning, electrical, etc.) \$ _____/sq. ft.
- 6) All Other Operating Expenses (e.g., repairs & maintenance, etc.) \$ _____/sq. ft.

c) Total Tenant Improvements (sum of 1-3 below) \$ _____/sq. ft.

Provide total costs and annual rent per rentable sq. ft.

- 1) Total Premises Build out Costs \$ _____ \$ _____/sq. ft.
- 2) Moving Costs (if requested) \$ _____ \$ _____/sq. ft.
- 3) Furniture & Installation Costs (if requested) \$ _____ \$ _____/sq. ft.

d) Lessor Incentives Offered (sum of 1-3 below) Enter total allowance & reduction per rentable sq. ft.) \$(____)/sq. ft.

- 1) Tenant Improvement Allowance \$_(_____)_(_____) \$ (____)/sq. ft.
- 2) Moving Costs Allowance \$_(_____)_(_____) \$ (____)/sq. ft.
- 3) Furniture & Installation Costs Allowance \$_(_____)_(_____) \$ (____)/sq. ft.

Gross Rental Rate (sum of (a), (b), (c), & (d) above) \$ _____/sq. ft.

- Notes:**
- 1) The State requires a full-service, gross lease with any and all operating expenses included in the Gross Rental Rate.
 - 2) Tenant Improvements above include Premises Build out costs, furniture & installation costs & moving costs. Provide total costs for each expense type and provide the applicable rent per rentable square foot included in the annual Gross Rental Rate.
 - 3) All lines above must be completed. Place “N/A” for any terms that are not applicable.

III. TERMS AND CONDITIONS:

- A) Length of Lease (Initial Lease Term) Five (5) years
- B) Annual Escalator, if any (shall not apply to Net Tenant Improvements) _____%
- C) Renewal Options Two 5-year options

- D) Renewal Rental Rate – Initial Year (do not include Net Tenant Improvement Costs) \$____/rentable sq. ft.
- E) Pre-Tenant Access Date One month prior to Tenant Access Date
- F) Tenant Access Date April 1, 2017
- G) Occupancy Date May 1, 2017
- H) # of Free Months of Rent Offered, if any (based upon Gross Rental Rate) _____

Using the information provided above, complete the following table showing Total Annual Rent by lease year.

Lease Year	Annual Rent w/o Amortization	Tenant Improvements Amortization (if any)	Total Annual Rent
Initial Term			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
First Renewal Term			
Year 6		N/A – costs should be fully amortized	
Year 7		N/A – costs should be fully amortized	
Year 8		N/A – costs should be fully amortized	
Year 9		N/A – costs should be fully amortized	
Year 10		N/A – costs should be fully amortized	
Second Renewal Term			
Year 11		N/A – costs should be fully amortized	
Year 12		N/A – costs should be fully amortized	
Year 13		N/A – costs should be fully amortized	
Year 14		N/A – costs should be fully amortized	
Year 15		N/A – costs should be fully amortized	

IV. SUBMITTED BY:

Proposer's Contact Information

Proposer's Agent Contact Information (if different)

Company Name

Full Address (street and city)

Telephone Number (Office/Mobile)

Email Address

Contact Name

Signature

Agent/Firm Name

Full Address (street and city)

Telephone Number (Office/Mobile)

Email Address

Contact Name

Signature

G. APPENDIX 7 – SAMPLE LEASE LINK, SCHEDULE I AND SCHEDULE II

<http://www.doa.state.wi.us/Documents/DFM/BREM/Lease%20Template%202-23-15.pdf>

Note: All Proposers must review the State’s Gross Lease template prior to submission of their proposals. It is assumed that all lease provisions contained in the Gross Lease are acceptable to the Proposer, as written, unless otherwise noted in Proposer’s proposal.

SCHEDULE I

The Lessor, **at Lessor's cost**, shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

1. The environmental control system shall maintain a comfortable humidity level and temperatures for an estimated use of 60 hours per week as follows:

Summer	Winter
76 Degrees (+/- 2 ⁰)	70 Degrees (+/- 2 ⁰)
50% Humidity Level (+/- 10%)	25% Humidity Level (+/- 5%)

The temperature range during unoccupied times (generally 6 p.m. to 6 a.m.) may be varied by up to +/- 10⁰ of the above temperatures.

2. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.

Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2004, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2004 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2004 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.

Lessor shall meet the following requirements:

- a) All new HVAC units and equipment installed shall be high-efficiency type; gas-fired heating is required in all new construction.
- b) All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning in order to maintain the humidity and temperatures as listed above.
- c) Provide a fully ducted supply and plenum return HVAC system with adequate zoning.
- d) All new exterior walls and ceilings must meet minimum insulation code requirements.
- e) Provide perimeter heating for exterior walls if required to meet seasonal set-points.
- f) Provide space heating for airlocks and lobbies, if necessary.
- g) Change air-handling equipment filters quarterly.
- h) Provide automatic temperature adjustment capability for unoccupied modes.
- i) Provide separate venting/fans for restrooms.
- j) Provide an approved "Test and Balance" report, for newly constructed and /or remodeled space, which is taken and completed after the space is fully occupied and the construction and/or remodeling projects are completed.
- k) Placement of thermostats throughout the Premises must be coordinated with the installation of furniture to avoid having the thermostats blocked.

- l) Thermostat locations in all enclosed rooms to be above or adjacent to light switch, while still meeting ADA requirements.
 - m) The use of non-tenant adjustable thermostats or locking thermostat covers.
3. Install and maintain fire extinguishers according to any governmental building code and underwriters' (UL) recommendations.
 4. Provide safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
 5. All areas to have ambient light level of 50 foot-candles throughout the demised area with 70 foot-candles at desktop. Provide a minimum of 30 foot-candles in corridors. Provide a minimum of 1 foot candle security lighting for on premise parking areas.
 6. Provide (2) master keys for entrance doors.
 7. Provide Water and Sewer & Heat and Air conditioning.
 8. Provide electricity for lights and other electrical equipment necessary for operation of the Premises.
 9. Furnish, install and replace during the term of this Lease and any extension thereof, light bulbs, fluorescent tubes, starters, ballasts or transformers.
 10. All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) ***must meet all requirements of new construction*** for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 360 - 365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and ANSI A117.1.
 11. Furnish building occupancy or use permit(s) if required.
 12. Provide walk-off mats at each entrance. Replace as needed when worn.
 13. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
 14. Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Lessee. Beginning January 1, 1995, proper disposal of materials shall comply with sections 16.15(3) and 287.07 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclable and non-recyclable waste generated at the leased premises. Lessor further agrees to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.
 15. Lessee shall retain the right to do background checks at any time and reserves the right to approve or disapprove permission to enter the Premises of any vendor, contractor or others.

16. Janitorial Services

The following is a list of required activities to be performed at least as often as indicated. While this list may omit some minor activities, it is the intent of this list to promote a building with a High Standard of Cleanliness.

AREA AND FREQUENCY INDICATION:

DAILY

- a) All Common Areas (Entrances/ Hallways/ Stairways/Snack or Break Area/Janitor Closet/Storeroom/etc.) - Clean glass in doors and metal framework; Empty/clean exterior ashtrays, waste containers and replace can liners; Sweep, mop floor, steps, landings, etc.; Vacuum carpet and walk-off mats and remove spots/stains; Clean, de-scale and polish water fountains; and spot clean walls and doors.
- b) Restrooms - Clean and disinfect dispensers, sinks, toilets, urinals and polish bright work.
- c) Office Areas - Empty waste containers and replace can liners, if used; Dust and/or damp wipe accessible furnishings, fixtures, vents and sills; Spot clean doors, walls and sidelights; Sweep/mop floors; and vacuum carpet and remove spots/stains.

ONCE-WEEKLY

- a) Restrooms - Clean inside toilet bowls and urinals; and damp wipe walls.
- b) Offices - Common Areas - Dust and/or damp wipe furnishings, moldings, handrails, fixtures, etc. Clean/disinfect and polish brightwork.
- c) Offices - Vacuum upholstered furniture; and edge-vacuum carpet.

SEMI-ANNUAL

- a) Resilient/Hard floor Areas - Strip, seal and refinish floors in spring and fall.
 - b) Carpet Areas - Wet extract carpet and apply soil retardant in spring and fall.
 - c) Restrooms - Wash walls, ceilings, doors and partitions in winter and summer.
 - d) Windows - Wash windows and storms both inside and outside and vacuum screens in spring and fall.
 - e) Light Fixtures - Clean fixtures and diffusers.
 - f) Air Vents - Clean supply air diffusers and return air grilles.
17. Provide sufficient onsite parking, which is understood by the parties hereto to include parking for a total of fifty (50) parking spaces for staff and clientele, located at and/or near the facility. Also required are six (6) secured 24/7 parking spaces for vehicles and two designated for custody vehicles.
18. Provide snow and ice control and removal. Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 6:30 AM each working day and 9:00 AM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e. individuals who

use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

In the event that the Lessor fails to remove the snow and ice from the leased facility in accordance with the terms of the paragraph above, the Lessee may cause the same to be done and deduct the cost of such snow and ice removal from the rent due the Lessor.

Lessee's removal of snow and ice shall not release Lessor of liability or obligation under the provisions of this lease or any law or regulation.

19. Lessor agrees to construct and/or remodel and equip the building in accordance with State and local building codes, in accordance with mutually agreed upon plans attached hereto.
20. Upon Lessee's execution of the second renewal option under paragraph 5 of the Lease, Lessor will at Lessor's cost, repaint and re-carpet the Premises. Lessor shall complete the repainting and re-carpeting by a mutually agreed upon date, but not later than twelve (12) months from the date of Lessee's execution of the second renewal option. Lessor is responsible for moving Tenant's furniture and equipment as required for the repainting and installation or repair of the carpeting. Carpet and paint color selections must be mutually agreed to by Lessor and Lessee, in writing.

If for any reason the Premises is not re-carpeted and/or repainted as provided herein, the Lessor shall provide the Lessee with a rent credit for these avoided costs. The credit shall be equal to the sum of \$5.00 per square foot for re-carpeting and \$1.50 per square foot for repainting, subject to annual increases equal to annual rent increases beginning with the second year of the initial lease term. In the event that Lessor partially re-carpets or repaints the Premises, as provided herein, the credit shall be reduced by any actual costs incurred. This credit shall be applied against Lessee's monthly rent beginning in the thirteenth month following Lessee's execution of the renewal option under paragraph 5 of the Lease. Lessor may not choose on its own to not perform the above work in order to avoid Lessor's obligation. The credit calculation above does not limit Lessor's cost of this work.

21. Provide the Premises with a fire alarm and detection system that complies with all State building codes, International building code (IBC) and Local building codes. In the event the Premises are not required to have a fire alarm and detection system by any code, Lessor shall install and maintain a fire detection system consisting of automatic detection (heat and smoke detectors), audio/visual notification devices and pull stations in accordance with the National Fire Protection Association (NFPA) under NFPA 72 and National Electric Code NEC 760. The fire alarm and detection system shall be inspected, maintained and tested in accordance with NFPA 72, by licensed contractors and fully documented. Documentation shall be made available to Lessee, within ten (10) days of Lessee's written request.
22. In the event the Lessor does not furnish the aforementioned services and items in this Schedule or the demised Premises are untenable for any other reason which is not due to the negligence of the Lessee, the Lessee may provide such services and items at its own expense and deduct these expenses from rental payments, provided Lessee notifies Lessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not being furnished.

SCHEDULE II

CONSTRUCTION REQUIREMENTS

The Lessor/contractors shall comply with prevailing wage requirements of Article 103.49 of the Wisconsin Statutes if the cost of construction is greater than \$48,000 for single trade project or greater than \$100,000 for multiple trade projects.

GENERAL CONDITIONS: All workmanship shall be done in compliance with standard and accepted trade practice. All regulations of the Federal Government, State of Wisconsin, and the local municipality will be complied with fully. After completion of work, the leased premises will be left in a clean and orderly condition, ready for occupancy. Wherever practical, construction and remodeling will conform to the Division of Facilities Development (DFD) Sustainable Facilities Guidelines and Master Specifications available at:

<http://www.doa.state.wi.us/Divisions/Facilities-Development/Document-Library/Master-Specifications-Design-Guidelines>

1. Ceilings:

- a) Offices, open office, conference, data/phone closet, reception/waiting areas: acoustical drop ceiling, with 2 x 2 or 2 x 4 x 3/4" grid, drop-in tile, color white, STC 35-39, minimum; NRC 50-60, minimum, light reflectance 75% minimum. Some rooms may require insulation above the dropped ceiling for noise abatement.
- b) All other areas such as restrooms, entrances, service closets, storage rooms, file rooms: shall be finished, painted drywall.
- c) Finished Ceiling Height: Dependent upon room size and open area size. Ideal 8'6" to 9' (min. 8', max 12').
- d) Attic stock: Provide approximately 4% of ceiling tile.

2. Floors: All floors will be level

- a) Office, clerical areas, conference room, work/mail area (unless otherwise specified below): Carpet tile: 20 oz./sq. yd., level loop, manufacture standard composition materials for primary back with water resistant, mildew resistant adhesive as recommended by carpet tile manufacturer. Pile must be ADA compliant.
- b) Restrooms: Ceramic floor tile.
- c) Storage room, data/phone closet, waiting areas, entries, etc.: ceramic tile, vinyl tile or sheet goods.
- d) Vestibule/lobby: provide recessed mats similar to DecoGard "Pedi mat".
- e) Cove Base: Provide 4" vinyl cove base wherever vinyl or carpet flooring is used.

3. Walls:

- a) All new walls to be drywall: one layer 1/2" or 5/8" type X gypsum wallboard applied to each side of 3-5/8" metal or wood studs; with 1" type S drywall screws 8" on center, to vertical edges and 12" on center to intermediate studs. Stagger joints on each side.
- b) All interior walls to be insulated for sound abatement.
- c) Walls to extend to finished ceiling except for restrooms which should be finished to the floor deck.

- d) Provide expansion joints as necessary.
- e) All walls to receive painted finish of one primer coat and two finish coats of semi-gloss or eggshell with an orange peel finish.
- f) Corner guards: provide 44" guards on all outside corners and columns, color clear or match wall color.
- g) Restrooms: Provide 48" wainscoting of ceramic wall tile or other hard washable surface.
- h) Provide touch-up painting thirty (30) days after move-in.
- i) Provide 3"- 4" stained or painted (color to match doors) hardwood chair rail molding (i.e., shaped or formed) on perimeter in all offices, group treatment rooms, interview rooms, waiting room and conference room at chair back height.
- j) The Lessor will hang/install bulletin boards, pictures, tack strips, chalkboards, screens, etc., as provided by the Tenant.

4. Doors, door frames, hardware:

- a) The primary accessible entry doors may require ADA compliant power door openers.
- b) All interior doors: solid core construction, 3'-0" x 6'-8" x 1-3/4", SLC-5 construction (glue-blocked, 5 ply), stained and varnished.
- c) Exterior metal doors, all door frames, window frames: 16 gauge, 2" width, shall be factory painted or 1 coat primer, 2 coats satin enamel
- d) All doors to have appropriate ADA compliant hardware including but not limited to: ADA compliant levers, pulls, panic hardware, compatible latches; kick-plates for restroom and service room doors; wall/floor stops, door silencers; ADA compliant closures for all exterior entrance/exit, suite and restroom doors; passage and/or keyed latch sets as specified, minimum 1 key per lockset per onsite staff.
- e) All solid core doors to be warranted from warpage and defect for 1 year from occupancy.
- f) The doors in the offices, clerical area, from the hall into the waiting room and into the conference/training rooms, T-file room, interview rooms and the main entry door shall have a window or sidelight window.
- g) The door from the waiting area into the office area, T-file room door and all entrances shall have a card reader system.
- h) The door from the waiting area to the office area shall have a remote electronic door release and push button buzzer located in at the reception desk.

5. Windows: It is desirable that at least 10% of the entire area have direct natural lighting. This may be accomplished by using skylights.

- a) All new exterior windows shall be insulated Low-E glass
- b) All exterior windows shall have mini-blinds.
- c) Windows may be either fixed or operable.

6. Heating, Air conditioning, plumbing and ventilation:

Lessor shall meet the following requirements:

- a) Provide perimeter heating for exterior walls if required to meet seasonal set-points.
- b) Provide space heating for airlocks and lobbies, if necessary.
- c) Provide separate venting/fans for restrooms.
- d) Provide an approved "Test and Balance" report, for newly constructed and /or remodeled space, which is taken and completed after the space is fully occupied and the construction and/or remodeling projects are completed.

7. Electrical: All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin Administrative Code chapter SPS 316, the National Electrical Code (ANSI/NFPA 70), other applicable National Fire Protection Association codes, the National Electrical Safety Code, present manufacturing standards (including NEMA).

- a) Each enclosed room shall have a minimum of one duplex electrical outlet every 12 lineal feet and a minimum of two telephone and data outlets.
- b) Standard office requirements shall include provisions for copiers, faxes, computers and related equipment, and other standard office equipment.
- c) Electrical installation shall be everything for an end-to-end installation including all wiring, junction boxes, conduit, grounding, switches, panels, boxes, circuits, switch- plates, faceplates, receptacles, **card** readers, etc.
- d) Conference and/or break room shall have sufficient outlets for a refrigerator, microwave, and coffee maker.
- e) Lessor to provide electric base feed connections for systems furniture power. Cables or "whips" to be provided by the furniture vendor.

8. Lighting: All work and materials are to conform in every detail to applicable rules and requirements of the Wisconsin Administrative Code SPS 316, the State Energy Code, SPS Chapter 363 and the National Electrical Code.

- a) All areas to have ambient light level of 50 foot-candles throughout the demised area with 70 foot-candles at desktop. Provide a minimum of 30 foot-candles in corridors.
- b) Provide 2' x 4' drop-in florescent fixtures. Lamps shall be high-performance T8, F32T8, 5000° K lamps to conform to the specification of the Consortium for Energy Efficiency unless otherwise specified.
- c) Lamps shall be TLCP requirements for low mercury and all mercury in the product shall be recycled material.
- d) Prismatic acrylic lenses are acceptable for file storage, data/telephone room, mechanical room, restrooms, waiting area, and halls.
- e) Provide adequate lighting in restrooms with light fixtures above the sinks.
- f) Provide florescent strip lighting below cabinets in conference room, break room and mailroom.
- g) Each constructed space to have separate light switch.
- h) Provide lighting at all exterior entrances/exits.
- i) Provide adequate security lighting for on premise parking areas.
- j) Prior to construction, lighting design will be reviewed for approval by Lessee to ensure compliance with tenant requirements.
- k) Lessor to furnish and install light bulbs, fluorescent tubes, starters, ballasts and transformers required for occupancy. Incandescent light bulbs are prohibited. Compact fluorescent lamp temperature shall be 5000° K with a color rendering index (CRI) at or above 80. Ballasts shall be instant start and conform to CEE Guideline above.
- l) Occupancy sensors shall be used for restrooms, interview rooms, conference rooms and offices. (Occupancy sensors shall typically be used for required automatic light shut off instead of central time-clock controls or central energy management system control).

9. Data and Telephone Wiring:

- a) All outlets to be installed according to approved plan. Each room, as identified will have at least two outlets consisting of 3/4" - 1" conduit in all new walls from above the suspended ceiling and terminating in a 4" x 4" junction box.
- b) Conduit, raceways or clear paths will be provided from the data/telephone room to the ceiling area of each enclosed room and clerical area to accommodate the data/telephone lines. Provide "Ring and String" from junction box to ceiling.
- c) Data and telephone wiring shall be furnished and installed by the Lessee.

10. Cabinetry/Carpentry: All areas provided must meet minimum standards of ADA compliance.

- a) The conference room and/or break area shall have a 6'-8' counter of standard depth and height with splashguard with a single H/C water double compartment sink. Must also have upper and lower cabinetry with two adjustable shelves in each section with laminated fronts.
- b) A coat closet with shelf and rod.
- c) Provide a standing height counter of approximately 6' in length with base cabinets under it in the clerical area.
- d) The waiting area shall have wall or floor mounted wooden benches per floor plan.
- e) The UA Prep and Work/Mail rooms shall both have a countertop and upper and lower cabinetry, laminated fronts. Also provide mailboxes sufficient for thirty five staff in the Work/Mail room.
- f) The T-File room shall have floor to ceiling constructed shelving along two walls deep enough to hold Legal sized file folders.
- g) Provide (2) 4' wide by 3' high pass-thru window with writing ledge on the waiting area side and seated height work surface on the clerical area.

11. Plumbing:

- a) The conference room and or break area counter(s) shall meet the minimum ADA requirements and must have include a sink or sinks with hot/cold running water.
- b) All rest room fixtures and furnishings will be ADA compliant.
- c) Insulate all under sink lavatory piping in restrooms.
- d) One janitorial sink shall be provided in the mechanical room.
- e) Water will be available if needed for connection to coffee maker and refrigerator in conference room and or break room.

12. Accessibility and Security:

- a) All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) **must meet all requirements of new construction** for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 360 - 365, and the ANSI A117.1. ANSI A117.1 will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and the ANSI A117.1.
- b) On-Line Electronic Access Control System: Landlord shall furnish and install at the indicated locations the specified electrified and integrated door hardware and access

control firmware for a completely operational access control and security site management system. System includes, but is not necessarily limited, to the following:

1. System functionality to include ability to identify hours/shifts approved for employee entry by employee, restrict access to those not approved for entry during hours/shifts not specified, ability to receive reports concerning staff arrival and departure times.
2. Hardware to include network control processors, reader controller panels, door position switches, remote card readers, keypads, special tools, operating manuals, and required cabling and accessories.
 - a. Provide the appropriate number of reader controller panels and I/O monitoring/control expansion interfaces as needed to handle the number of card readers, locking devices, door status devices, as shown on the approved floor plan/security drawing.
 - b. Provide manufacturer approved exit hardware, and remote [mullion, jamb, wall] mounted card readers, keypads, and display terminals that are functionally compatible with the specified access control equipment interfaces.
3. Access control system equipment to be installed and furnished by landlord in an enclosure/station compatible with the manufacturer's requirements. This enclosure/station may include, but is not necessarily limited to, a desktop computer, the network control processor, power supplies, terminal strips, wire ducts, keyed lock cylinder, integrated outlet for A/C power.
 - a. Enclosure to be located in the designated IT/Telecom room(s) with connection to the local area network for communication back to the central server host.

13. Exterior of Building and Landscaping:

- a) Provide landscape as necessary or required by city ordinance.
- b) Parking areas to be paved and striped and complying with all Wisconsin Administrative Codes and ANSI A117.1. Include all signage required for accessible parking stalls.
- c) All entrances and exterior doors to be accessible with grade complying with ANSI A117.1 and Wisconsin Admin Code.
- d) Ensure all exterior walls, windows, roof, walkways are in good repair.

14. Signage:

- a) Provide and install signage on the exterior of the building and/or parking lot (if allowed by local ordinance) identifying tenants and address which is visible from the main street.
- b) Provide and install ADA compliant directional signage in main entrance and in hallways as necessary to direct clientele to offices, which are not located at the main entrance. Signage to be visible and legible from a 15'-0" distance and well lighted.
- c) Provide and install ADA compliant restroom signage utilizing Grade 2 Braille and pictographs.
- d) Provide and install miscellaneous signage such as Emergency Exit Only, Employees Only, No Admittance, etc.

15. Fire Protection: Provide the Premises with a fire alarm and detection system that complies with all State building codes, International building code (IBC) and Local building

codes. In the event the Premises are not required to have a fire alarm and detection system by any code, Lessor shall install and maintain a fire detection system consisting of automatic detection (heat and smoke detectors), audio/visual notification devices and pull stations in accordance with the National Fire Protection Association (NFPA) under NFPA 72 and National Electric Code NEC 760. The fire alarm and detection system shall be inspected, maintained and tested in accordance with NFPA 72, by licensed contractors and fully documented. Documentation shall be made available to Lessee, within ten (10) days of Lessee's written request.

16. Plans/Submittals: Prior to commencement of any work, Lessor shall submit to the Department of Administration preliminary plans for review and signature, and provide a copy of the final signed/sealed copy of plans (if required by code). The plan package shall consist of, but not limited to the construction and demolition plans including the following:

- a) Mechanical/HVAC plans
- b) Electrical, data/telephone, and lighting cut sheets
- c) Door and finish schedules
- d) Plumbing plans
- e) Site plans with parking indications
- f) General construction drawings with dimensions.
- g) Cabinetry drawings
- h) Materials list and samples including:
 - 1) Paint and finishes
 - 2) Ceiling
 - 3) Flooring

F. APPENDIX 8 - DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFO FORM

STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION

REQUEST FOR PROPOSALS No. 410-046

Department of Corrections – Madison, WI

The attached material submitted in response to RFP No. 410-046 includes proprietary and confidential information which 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, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

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

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 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:

Item	Page(s)	Section	Topic
1			
2			
3			
4			
5			
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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.

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