

RFP No. 485-200

**REQUEST FOR PROPOSAL (RFP)
FOR THE LEASING OF A HOUSING FACILITY**

**TO BE OCCUPIED BY THE
WISCONSIN DEPARTMENT OF VETERANS AFFAIRS (DVA)
VETERANS HOUSING AND RECOVERY PROGRAM (VHRP)
WITHIN NORTHEAST WISCONSIN**

Issued: Monday, December 28, 2015



Due date: Tuesday February 9, 2016

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

Table of Contents

A. PROJECT OVERVIEW	3
A. PROJECT SCOPE	3
B. SELECTION AND AWARD PROCESS	3
A. SCHEDULE	3
B. PROPOSERS QUESTIONS AND DOA RESPONSES	3
C. SELECTION AND AWARD PROCESS	4
C. PROPOSAL SUBMITTAL REQUIREMENTS	5
A. SUBMISSION	5
B. FORMAT	5
C. CRITERIA	5
D. PROPOSAL CONTENT	5
D. OTHER CONSIDERATIONS AND RESERVATION OF RIGHTS	6
A. PROCURING AND CONTRACTING AGENCY	6
B. RESERVATION OF RIGHTS	6
C. STATE BUILDING COMMISSION APPROVAL	8
V. APPENDICES	9
A. APPENDIX 1 – PROGRAM REQUIREMENTS AND EVALUATION CRITERIA	9
1. Lease Terms and Conditions	9
2. Locational Attributes and Site Information	9
3. Facility Details and Layout	10
B. APPENDIX 2 – GENERAL ROOM REQUIREMENTS	12
C. APPENDIX 3 – SUMMARIZED ROOM REQUIREMENTS	13
D. APPENDIX 4 – EXHIBITS	14
E. APPENDIX 5 – FORM TO SUBMIT PROPOSER’S QUESTIONS	16
F. APPENDIX 6 – PROPOSER’S RESPONSE SHEET	17
G. APPENDIX 7 – SAMPLE LEASE LINK, SCHEDULE I AND SCHEDULE II	19
F. APPENDIX 8 - DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFO FORM	29

A. PROJECT OVERVIEW

A. PROJECT SCOPE

The State of Wisconsin is seeking a fifteen year lease with two 5-year renewals for approximately 16,634 rentable square feet of housing and related space for the Department of Veterans Affairs (DVA). DVA will require a total of 20 parking spaces for staff and clientele, located at and/or near the facility. The facility may be an existing, renovated or newly constructed facility and can be single or multi-story with public service areas; and shall be located in Northeast Wisconsin as defined in Appendix 1.

B. SELECTION AND AWARD PROCESS

A. SCHEDULE

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

RFP Posted	December 28, 2015
Requests for Clarification due by 3:00 PM CT	January 19, 2016
Clarification Responses Posted	January 26, 2016
Proposals Due By 3:00 PM CT (Due Date)	February 9, 2016
Selection Committee Screening of Proposals	Approximately 4 weeks
Notification of Short-Listed Proposers	Approximately 1 week
Best and Final Offer (BAFO) DUE	Approximately 2 weeks
Letter of Intent	Approximately 3 weeks
Building Commission	TBD
Lease Execution	TBD
Targeted Tenant Access Date	November, 1, 2016
Targeted Tenant Occupancy Date	December 1, 2016

B. PROPOSERS QUESTIONS AND DOA RESPONSES

On or before 3:00 PM CT on Tuesday, January 19, 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 Tuesday, January 26, 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(ies), 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(ies), 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.

C. 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 six (6) 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 Tuesday, February 9, 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 #485-200

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

D. PROPOSAL CONTENT

The Proposal must meet at a minimum, the standards and requirements listed herein, including the language of the referenced State of Wisconsin standard gross 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 (if applicable), 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 apartment examples.
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.

D. 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(ies) 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 such 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 15-year initial lease period with two 5-year renewal options. The proposed gross rental rate should include base building rate, construction build out rate, cabling costs, and all operating costs such as building repairs & maintenance, insurance, utilities, landscaping, real estate taxes, etc. Furniture purchase and installation costs should be priced as an option.
- b. Access Prior to Occupancy: Lessee/Tenant 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 nor cause an unreasonable delay to the Lessor's construction schedule. DVA must inspect and approve all facilities prior to occupancy
- c. Targeted Tenant Access Date: November 1, 2016
- d. Target Tenant Occupancy/Rent Commencement Date: December 1, 2016.
- e. All moving costs will be by Lessee.

2. Locational Attributes and Site Information

- a. The site location must be within a geographic area that is one of the counties considered as part of the original grant application for the program in northeast Wisconsin. These include the counties of Waupaca, Shawano, Outagamie, Brown, Kewaunee, Door, Winnebago, Calumet, Manitowoc, Fond du Lac and Sheboygan. Refer to Exhibit B for map of the eligible counties.
- b. 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.
- c. The site should have access to major roads, easily located with minimal turns, and readily visible.
- d. Strong preference for a location in/near a city that has VA medical services, various employment opportunities and a university college or technical college.
- e. In addition it is preferred that the facility be near various community services including shopping, food and restaurants.
- f. The facility desired will be for both female and male veterans. It would be desired to have female veterans housed on one end/wing of the building and male in the other areas. It is projected that no more than 6 of the 26 beds would be needed for female veterans; who are also able to be housed 2 per apartment if the facility has 2 bedrooms. The program must insure that in order to house female veterans we have secure rooms and

security in place.

3. Facility Details and Layout

- a. Quality and Flexibility of Building and Design
 1. The building can be single or multi-story. If multi-story the building must have an ADA accessible elevator.
 2. The building must have a full sprinkler system.
 3. The building must be air-conditioned.
 4. All areas of the Premises, the applicable common areas, entrances, exits and parking lots 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, 351 through 365 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.
 5. The facility must meet State and USDVA Fire and Life Safety requirements for buildings. The USDVA uses the National Fire Protection Association's Life Safety Code (NFPA 101) 2015 edition to evaluate facilities. New apartment buildings are covered under Chapter 30 and existing under Chapters 31. Refer to <http://www.nfpa.org/codes-1nd-standards/free-access> . WDVA Program falls under the oversight of one of the VA Medical Center Homeless Programs, and any new facility must be inspected and approved by the VA in order for occupancy to occur.
 6. The proposal will be judged on the adequacy of the design to address program requirements as set forth below in Summarized Room Requirement. The majority of the evaluation in this section will be based on these requirements.

- b. Safety and Accessibility Requirements-
 1. The facility must be wired in order to accommodate the installation of DVA's security cameras at entrances and various locations within the facility and card access at all entry doors.
 2. All apartment entry doors, bedroom doors, offices, storage rooms and building entrances should have locks. Doors with locksets should be able to be opened from the inside with one motion.
 3. Facility must have adequate building and parking lot lighting to allow for safe occupancy for staff, visitors and residents 24/7

- c. Connectivity; Facility and apartments should be wired for wifi, internet and TV cable capabilities. Apartments, workroom, and office areas should be wired for voice and data. Lessor to provide electrical per code for all building areas and as needed to operate appliances, computers, and building systems.

- d. Parking
 1. The facility will require a minimum of 20 parking spaces for staff and clientele.
 2. Signage for handicapped designated parking stall should be provided and installed by the Proposer.
 3. The facility should have short-term parking for the loading and unloading of passengers or delivery vehicles at the main entrance.

e. Design Services

1. The successful Proposer will provide all design services required for permits and as required by the Lessee as the project proceeds. Redrawing of the design may be necessary to refine it to the needs of the Department of Veterans Affairs.
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.

f. Building Sustainability

1. Additional consideration will be given to those respondents that 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: <http://www.doa.state.wi.us/Default.aspx?Page=c8781af1-a861-4196-89c7-4a56c7bce306>

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
Apartments		26	400-600 sq ft	Approx. 10,000	Or 13 apartments capable of housing 2 veterans each; this will change sq. ft.
Office		6	100 sq.ft.	600	
Workroom		1	100 sq.ft.	100	
Community Room		1	800 sq.ft.	800	
Kitchen		1	300 sq.ft.	300	
Storage Pantry		1	150 sq.ft.	150	
Lobby/Vestibule		1	200 sq.ft.	200	
Mechanical/Utility Room		1	100 sq.ft.	100	
Laundry Room		1-2	100 sq.ft.	100	Min 3 washer/3 dryer. Can be in more than 1 location
Elevator		1	Per code	Approx 50 sq. ft.	If more than one story building
Public Restroom		2	Per code	75	1 male/1 female in lobby
Conference Room		1	120 sq. ft.	120	For staff
Storage		2	100 sq. ft.	200	
Subtotal - General				12,795	
Circulation				3,839	Approximately 30%
Gross Rentable SQ. FT.				16,634	

C. APPENDIX 3 – SUMMARIZED ROOM REQUIREMENTS

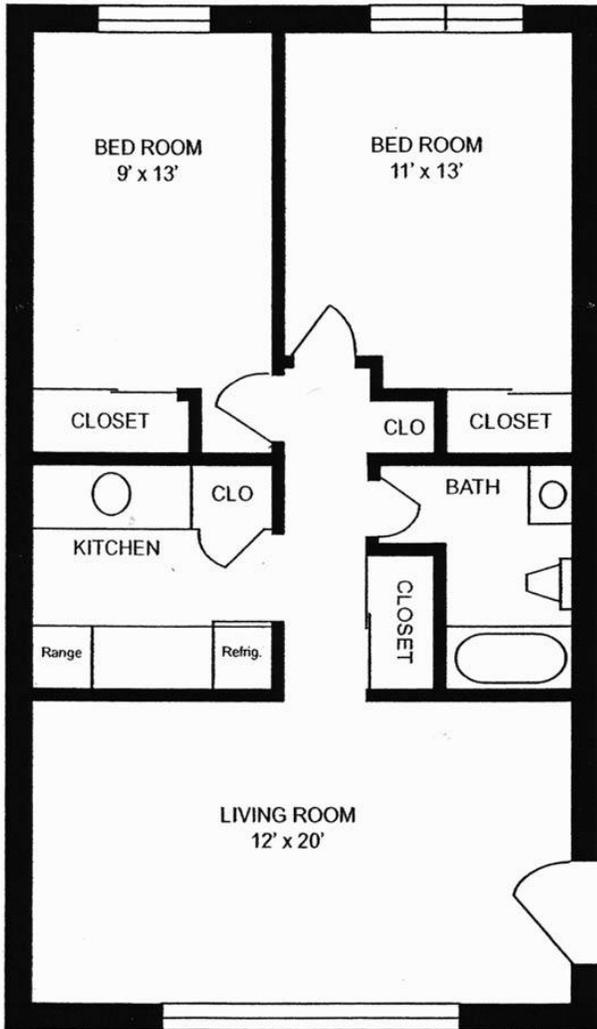
1. **Apartments:** Each apartment should contain a small kitchen area with a small refrigerator, microwave, h/c water sink with cabinets and counter by Lessor. Apartments should also have closets with a shelf and rod, a bedroom(s), living area, and dining area. Bathroom could be shared with one adjacent apartment or be a floor communal but there is a preference for each apartment to have its own bathroom. Apartments can be one or two bedroom. Bathrooms must have a h/c water sink in a lower cabinet with mirror above and a shower. Apartment entry and bedroom doors must have locks. It is preferred for all apartments to have one exterior window.
2. **Offices:** Offices layout must be able to accommodate a desk, filing cabinet, visitor chairs, table and work area for staff.
3. **Work Room:** To house a copy machine and work area for staff. Lessor to provide 6 lineal feet of upper and lower cabinet with counter for office supplies.
4. **Community/Dining Room:** Location that will allow for meetings for all residents. This location can also serve as the eating area for meals.
5. **Kitchen/ storage pantry area:** The kitchen must be fully equipped to serve meals for twenty-six (26) residents. Lessor to supply two stoves, two ovens, two microwaves, two refrigerators, two dishwashers, two freezers and approximately fifteen lineal feet of upper and lower cabinets for food prep and storage.
Normally breakfast meal is cold, followed by two hot meals. Kitchen is used 7 days a week. Must include a storage pantry with shelving where the freezers, canned and dry goods can be maintained.
6. **Lobby/vestibule/waiting:** The vestibule area is needed to provide an air gap for temperature changes into the lobby/waiting area. It will also allow monitoring of anyone entering or exiting the building. The lobby is to provide all initial assistance at the entry to the facility. The lobby and waiting area should be adjacent to the offices and public restrooms and if not openly visible to the office area could have a pass-through windows recessed into the counter. The waiting area should accommodate seating for four visitors at one time.
7. **Laundry Room;** Must have a room or various rooms that can accommodate a minimum of 3 washers and 3 dryers by Lessor for residents to use.
8. **Storage Rooms:** Storage rooms should have shelving used for clothing donations, storage of extra supplies or needed items for the facility.
9. **Elevator:** Elevator must meet code requirements regarding operation and size. Only needed if there is a basement or upper level in the building.
10. **Public Restroom:** A male and female visitor and staff restroom is needed and should be near the front entrance of the facility. Bathrooms should have a toilet, h/c water sink in a lower cabinet with a mirror above and all dispensers. Size and requirements based on appropriate code requirements.

Lessor to provide option for facility furniture including:

- A. Apartments: beds, bedside table, lamps, small dining table and chairs, living room couch, chairs and tables.
- B. Community Room – Tables and chairs for seating up to thirty (30) people.
- C. Offices – Each office to get a desk, filing cabinet, two guest chairs, one task chair and a small table.

D. APPENDIX 4 – EXHIBITS

**EXHIBIT A
APARTMENT LAYOUT EXAMPLES**

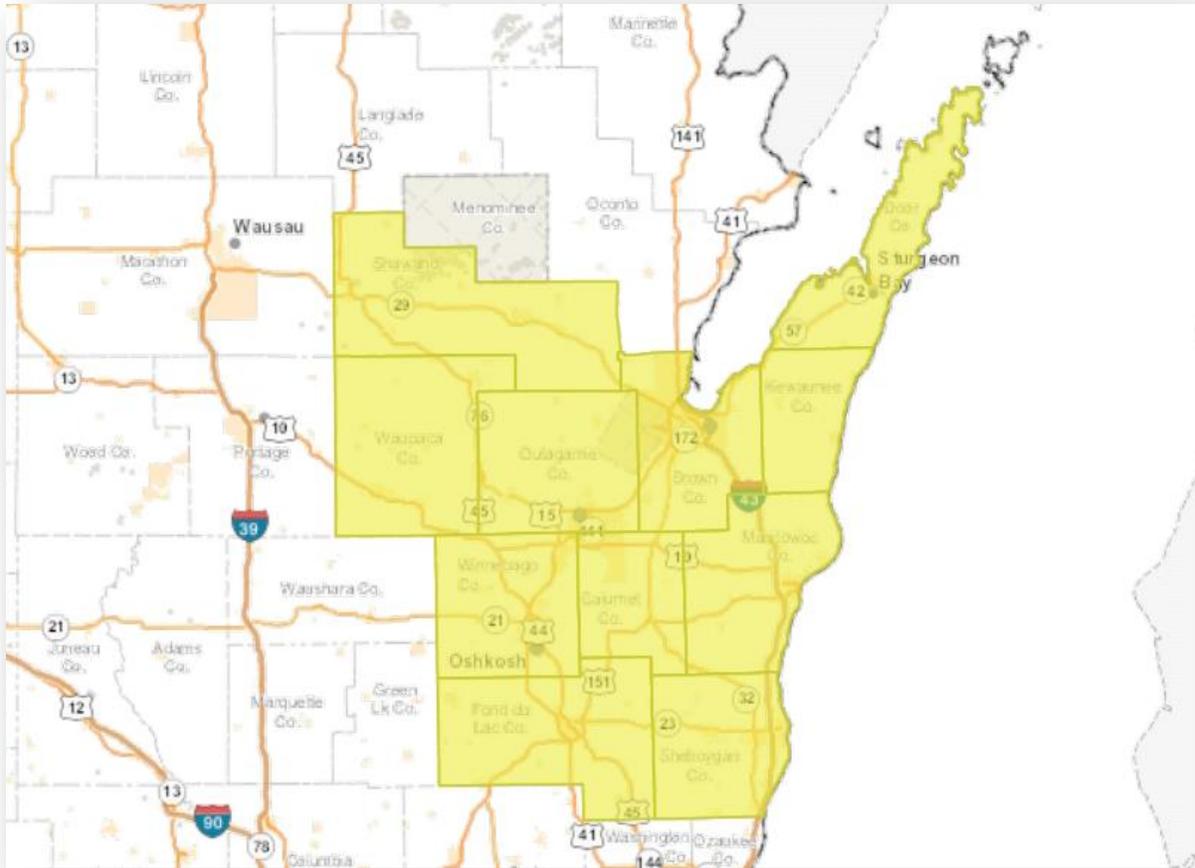


**Two Bedroom
(Preferred)**



One Bedroom

EXHIBIT B – MANDATORY AREA MAP



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

**STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION
REQUEST FOR PROPOSAL No. 485-200**

Instructions: On or before Tuesday, January 19, 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/> Tuesday, January 26, 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) 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 1-2 below) \$ _____/sq. ft.

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

 - 1) Total Premises Build out Costs \$ _____ \$ _____/sq. ft.
 - 2) Facility Furniture & Installation Costs \$ _____ \$ _____/sq. ft.
 - d) Lessor Incentives Offered (sum of 1-2 below) Enter total allowance & reduction per rentable sq. ft.) \$(____)/sq. ft.
 - 1) Tenant Improvement Allowance \$_(_____)_ \$(____)/sq. ft.
 - 2) Facility 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. 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) | Fifteen (15) 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-Occupancy Date | One month prior to
Occupancy Date |
| F) Occupancy Date | _____ __, 20__ |
| G) Rent Commencement Date | _____ __, 20__ |
| H) # of Free Months of Rent Offered, if any (based upon Gross Rental Rate) | _____ |

IV. SUBMITTED BY:

Proposer's Contact Information

Proposer's Agent Contact Information (if different)

Company Name

Agent/Firm Name

Full Address (street and city)

Full Address (street and city)

Telephone Number (Office/Mobile)

Telephone Number (Office/Mobile)

Email Address

Email Address

Contact Name

Contact Name

Signature

Signature

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

SAMPLE LEASE LINK

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

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 temperature as follows:

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

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 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 light switch, unless zoning does not allow.

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. Provide (2) master keys for entrance doors.
6. Provide Water and Sewer & Heat and Air conditioning.
7. Provide electricity for lights and other electrical equipment necessary for operation of the Premises.
8. Furnish, install and replace during the term of this Lease and any extension thereof, light bulbs, fluorescent tubes, starters, ballasts or transformers.
9. 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.
10. Furnish building occupancy or use permit(s) if required.
11. Provide walk-off mats at each entrance. Replace as needed when worn.
12. Furnish all necessary janitorial and maintenance equipment and supplies.
13. Lessor is to provide all services, supplies and equipment required to clean and keep clean all common 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.
14. 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.
15. 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.

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) Gutters – Remove all debris from gutters in spring and fall.
- 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.

- 16. Provide sufficient onsite parking for staff, residents and visitors as noted in Appendix I.
- 17. 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 7:00. 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.

- 18. 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.
- 19. In the 11th year of the initial lease term, Lessor shall, at Lessor's cost replace all carpeting and repaint the entire Premises. Lessor shall complete the repainting and re-carpeting by a mutually agreed upon date, but not later than twelve (12) months from the start of the 11th year. 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 of carpeting within the premises and \$1.50 per rentable square foot for repainting, both subject to annual increases equal to any 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 first month of the 12th year of the initial term.

- 20. 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.

21. 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>

Notwithstanding the following specifications, all construction must comply with all federal, state and local codes applicable to Lessee's intended use of the Premises.

1. Ceilings:

- a) Offices, conference room, mechanical rooms, and workroom can be: 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 public restrooms, apartments, apartment bathrooms, entrances, storage rooms, building corridors and kitchen should 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) Bedrooms, living rooms, community room, offices, clerical areas, conference room, workroom, (unless otherwise specified below): Carpet tile: 20 oz./sq. yd., , 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) Public restrooms and apartment bathrooms: Ceramic floor tile.
- c) Storage room, kitchens, laundry room, mechanical rooms, should be ceramic tile, vinyl or sheet goods.
- d) Vestibule/lobby: provide recessed mats similar to DecoGard "Pedi mat".
- e) Cove Base: Provide 4" vinyl cove base wherever vinyl flooring is used. Provide painted or stain grade wood base where carpeting 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 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 public restrooms and apartment bathrooms 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 low or no voc paint.

- f) Corner guards: provide 44" guards on all outside corners and columns in building common areas, 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.

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, from the office area into the waiting room, main entrance and into the conference room, shall have a sidelight window.
- g) All entrances shall have a card reader system.

5. **Windows:**

- a) All new exterior windows shall be insulated Low-E glass
- b) Every apartment window shall have shades, drapes or other covering material or device that affords privacy and light control. All other exterior windows shall have mini-blinds.

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.

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.
- 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) Each apartment bedroom and living room shall have one cable and telephone jack.
- e) Apartment kitchens shall have sufficient outlets for a refrigerator, microwave, and coffee maker. Main kitchen shall have electrical necessary for appliances listed in summarized room requirements.

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 pursuant to federal, state and code applicable to Lessee's use.

- b) In areas with acoustical tile ceilings, 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) Provide adequate lighting in restrooms with light fixtures above the sinks.
- e) Provide florescent strip lighting below cabinets.
- f) Each constructed space to have separate light switch.
- g) Provide lighting at all exterior entrances/exits.
- h) Provide adequate security lighting for on premise parking areas.
- i) Prior to construction, lighting design will be reviewed for approval by Lessee to ensure compliance with tenant requirements.
- j) 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. Occupancy sensors shall be used for conference rooms and offices

9. **Data and Telephone Wiring:**

- a) All outlets to be installed according to approved plans. Each room, as identified will have at least two outlets consisting of 3/4" - 1" conduit in all new walls from above the 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:**

- a) The conference room and/or break area shall have a 6'-8' counter of standard depth and height with splashguard with a single bay 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) Provide a 4' wide by 3' high pass-thru window with writing ledge on the waiting area side and standing height counter on the clerical area.

11. **Plumbing:**

- a) All public rest rooms and apartment bathroom fixtures and furnishings will be ADA compliant.
- b) Insulate all under sink lavatory piping in restrooms.
- c) One janitorial sink shall be provided in the mechanical room.
- d) Water lines will be available if needed for connection to refrigerators in apartments and appliances in the main kitchen.

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) The foregoing is subject to all federal, state and local codes applicable to Lessee's intended use of the Premises.
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 restroom signage utilizing Grade 2 Braille and pictographs.
 - c) 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. The foregoing is subject to all federal, state and local codes applicable to Lessee's intended use of the Premises.
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
17. **Apartment Design:** Resident apartments shall accommodate no more than 2 residents. Bedrooms shall be designed and equipped to allow residents to achieve the highest level of independent functioning and shall be fully ADA accessible to the resident. Bedrooms shall open directly into a corridor or the resident's apartment living area. Each resident shall have or be provided within the bedroom, a closet with clothes hanging rods and shelves, and drawer space adequate to reasonably meet the needs of the resident. The bedroom shall have

adequate ADA accessible space for a resident's wheelchair or other adaptive or prosthetic equipment.

18. **Apartment bathrooms:** Blocking for grab bars shall be provided at toilet and bath fixtures to meet the possible future needs of the residents.

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

STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION

REQUEST FOR PROPOSALS No. 485-200

Department of Veteran’s Affairs in Northeast Wisconsin

The attached material submitted in response to RFP No. 485-200 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			
6			

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

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

Company Name:	
Authorized Representative (Signature)	
Authorized Representative (Type or Print Name):	
Date:	