REQUEST FOR PROPOSAL

BY THE

STATE OF WISCONSIN / DEPARTMENT OF ADMINISTRATION

FOR THE LEASING OF AN OFFICE FACILITY

TO BE OCCUPIED BY THE

DEPARTMENT OF HEALTH SERVICES (DHS)
DIVISION OF HEALTH CARE ACCESS & ACCOUNTABILITY
DISABILITY DETERMINATION BUREAU (DDB)

IN THE CITY OF MADISON

for information regarding this proposal, contact:

Bill Peterson
Leasing Section Chief, Bureau of Real Estate Management at
(608) 266-8183
or
Bill.Peterson@wisconsin.gov

File 435-003

TABLE OF CONTENTS

	Page
I. GENERAL INFORMATION	3
II. SUBMITTAL REQUIREMENTS AND AWARD PROCESS	4
III. PROGRAM REQUIREMENTS AND EVALUATION CRITERIA	5
A Lease Terms and Conditions	5
B. Locational Attributes and Site Information	6
C. Facility Details and Layout	6
1) Quality and Flexibility of Building and Design	6
2) Safety and Accessibility Requirements	7
3) Connectivity	7
4) Parking	8
5) Design Services	8
6) Building Sustainability	8
IV. STATE BUILDING COMMISSION APPROVAL	9
V. GENERAL ROOM REQUIREMENTS	10
VI. SUMMARIZED ROOM REQUIREMENTS	14
VII. EXHIBITS A through H	17
VIII. PROPOSER RESPONSE SHEETS	25
IX. SAMPLE LEASE	27
SCHEDULE I-LESSOR'S RESPONSIBILITIES	43
SCHEDULE II – CONSTRUCTION REQUIREMENTS	47

I. GENERAL INFORMATION

INTRODUCTION AND BACKGROUND

The State of Wisconsin is seeking to lease office facilities of approximately 57,582 feet, for the Department of Health Services (DHS), Division of Health Care Access & Accountability (DHCAA), Disability Determination Bureau (DDB) located in the City of Madison, State of Wisconsin.

VOLUNTARY PROPOSER'S CONFERENCE

A voluntary Proposer's conference will be held on Friday, August 1, 2014 at 10:00 a.m. in the St. Croix Room of the Department of Administration Building 101 East Wilson, Madison. You will have an opportunity at this meeting to ask questions and get clarifications of the specifications in the RFP. Prior to this meeting, you are encouraged to send questions and comments by email to bill.peterson@wisconsin.gov. **NOTE**: Any changes to the RFP as a result of this conference will be posted to the website by Thursday August 7, 2014. Watch for any changes or future postings at the following website:
http://www.doa.wi.gov/divisions/facilities-management/bureau-of-space-management-and-occupancy/current-space-needs

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 DOA will be the Lessee of record and will authorize the final selection made for this space. All negotiations relative to this lease may only be conducted with the Department of Administration.

CLARIFICATION OF SPECIFICATIONS

All requests for additional background or technical information will be directed to the Leasing Section Chief, Bureau of Real Estate Management:

Bill Peterson
Phone (608)266-8183 Fax (608) 267-0200
E-mail: bill.peterson@wisconsin.gov

GENERAL CONDITIONS

The release of this Request for Proposal does not constitute an acceptance of any offer, nor does such release in any way obligate DOA, DHS, DHCAA or DDB, to execute a contract with any proposer. DOA, DHS, DHCAA or DDB reserve the right to accept or reject any or all proposals.

Before preparing proposals, proposers should note: The State of Wisconsin, DOA, DHS, DHCAA or DDB, 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.

RESPONSE SUBMISSION

Proposers are required to utilize the attached "Proposers Response Sheet". This is considered a basic requirement for submittal. The proposal package including one original and eight (8) copies of each proposal must be delivered to:

Bill Peterson
State of Wisconsin/Department of Administration
Division of Facilities Management
101 E. Wilson Street, 7th Floor
P.O. Box 7866
Madison, WI 53707-7866

All responses must be received by the Department of Administration no later than 4:00 PM on Wednesday, September 3, 2014.

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

II. SUBMITTAL REQUIREMENTS AND AWARD PROCESS

Following is a TENTATIVE schedule of events regarding this RFP:

RFP Posting	July 15, 2014
Proposer's Meeting	August 1, 2014
Proposals Due by 4:00 PM	September 3, 2014
Selection and Lease Negotiations	October 15, 2014
Building Commission	November 2014
Lease Executed	December 2014
Tenant Occupancy	No later than October 1, 2015
Rent Commencement	TBD

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.

All proposals submitted in response to this request for proposal will be evaluated by DOA, DHS, DHCAA, and DDB, who will make the final decision on the selection of the facility. The selection will be based on criteria, which best meets the needs of DHS and DDB, and may not necessarily be the lowest cost proposal.

Submittal Requirements

It is mandatory that all proposers utilize the attached Proposers Response Sheets and include the specific information, plans/drawings, specifications, and schedules required for your response, and shall include one original and eight (8) copies of the following:

A. Information on the Development Team including resumes, development experience for each team member and reference for the Company.

B. Site plan indicating parking, including ingress/egress, loading dock, lighting, sidewalk, trash area and existing and proposed landscaping.

C. Site plan or photograph; identify location and direction of any future building and/or parking additions that might be available.

D. A rendition, sketch, and/or photo illustrating the exterior views of the building.

E. Show and/or note the distance to closest bus stop and frequency of bus service.

F. 1/8" scale floor plan with proposed layout. All building construction and tenant improvement costs are the responsibility of the Proposer. (This will be a floor plan without furniture.)

G. Preliminary space design (layout) with dimensions. (This will be a floor plan with furniture.) *See Exhibit A for systems furniture typical layouts.

H. A construction schedule and timeline for tenant improvements (TI's) from a fully executed lease.

I. A list of the areas and/or systems where your proposal exceeds the minimum requirements or does not meet the minimum requirements.

J. Fully complete the "Proposer's Response Sheet" and supply documentation if available, supporting each of the cost elements other than the base building rate.

K. The Proposer shall comply with prevailing wage requirements of Section 103.49 of the Wisconsin Statues if the cost of construction is greater than $100,000 and more than one trade is required to complete the entire project. If 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.

After initial evaluation of the proposals, the Departments may elect to have presentations from the Proposer(s) and additional information may be required, including revised drawings.

Evaluation and selection of proposals, as well as subsequent negotiations, will be based on the information submitted in the proposals, references and on-site visits.

III. PROGRAM REQUIREMENTS AND EVALUATION CRITERIA

The Proposal document 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). 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.

A Lease Terms and Conditions

1) Lease Rate: The lease rate shall be quoted as a gross rate for the amount of rentable square footage based upon both a 5-year initial lease period with two 5-year options and a 10-year initial lease period with one 5-year renewal option. The proposed gross rental rate should include base building rate, construction build out rate, system furniture purchase and installation costs, tenant move costs, cabling costs, and rates for building maintenance, common area maintenance (CAM), insurance, utilities, snow plowing, landscaping, real estate taxes and Premise janitorial. *See Exhibit A for systems furniture typical layouts.

2) 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.

3) Occupancy Date: Provide timeline for completion of build out and occupancy certificate. Indicate your certainty of meeting occupancy date. Occupancy shall be no later than October 1, 2015. Tenant Occupancy must be a minimum of one (1) month prior to the Rent Commencement date in order to allow Tenant to move in and set up the Premises for operations prior to Lease Term Begin Date/Rent Commencement Date.

B. Locational Attributes and Site Information

1) The site location must be within a geographic area that is within the state of Wisconsin, City of Madison.

2) Location must be on a bus line, with at least one bus stop within the immediate proximity of the location, with an accessible sidewalk route to the building.

3) The site should have access to major roads, easily located with minimal turns, and readily visible.

4) Preference will be given to proposals located within the Preferred Area*. Include with proposal a marked map with proposed building location.

PREFERRED AREA

South Side Boundary – Beltline Highway.

West Side Boundary – Whitney Way

North Side Boundary – Lake Mendota

East Side Boundary – Yahara River

* Preferred area shall be located within the City of Madison that is serviced by the downtown loop of the Centrex telephone system.

5) Municipal water, sewer, police, and fire service

6) Telephone, electric and natural gas utility service

7) Adequate public parking within a reasonable proximity to the Premises, including ADA accessible parking.

8) The Zoning will be compatible with this use

9) Proposer must obtain all necessary governmental approvals

C. Facility Details and Layout

The building will be evaluated on: Quality and Flexibility of the building including the overall building design and aesthetics of the space and site; Safety and Accessibility of clients, family members, and staff; Connectivity, Parking and Building Sustainability.

1) Quality and Flexibility of Building and Design

a. The space should have a rentable office area of approximately 57,582 square feet. The rentable square footage includes estimated circulation and building common area space (load factor) of 40%. It is anticipated that the rentable square footage may be less because of building efficiencies and shared areas.

b. Proposals will be accepted for single or multi-tenant buildings. If multi-tenant, the office suite must have an identifiable and secured separate entrance(s) either from the building interior or exterior.

c. 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.

d. The successful Proposer will provide all design services required for permits and as required by the Lessee as the project proceeds. It is likely that multiple re-drawings of the design will be necessary to refine it to the needs of the Department of Health Services.

e. The Premises must be completely ADA accessible to staff and customers.

2) Safety and Accessibility Requirements

a. There must be adequate building and parking lot security which shall include exterior security lighting to allow for safe occupancy by staff and visitors 24/7.

b. Ground floor perimeter windows must have glass breakage alarms and aligned with interior motion sensors.

c. Perimeter doors must
   a. Have a solid wood core or be metal sheathed or if glass have redundant security features such as glass breaks and motion detectors
   b. Have non-rising hinge pins or hinge pins should be spot-welded
   c. Have peepholes if visibility is restricted
   d. Perimeter doors not designated as emergency exits should have commercial grade locks for night time security along with a card reader system connected to the Capital Police C-CURE system. System must be compatible with a tenant provided PA system. PA system must have volume controls in private offices and conference rooms.
   e. If used as emergency exits only, perimeter doors should have commercial grade locks and comply with the state fire codes

d. Openings such as skylights and roof hatches must be secured

e. Utility boxes and closets must have locks

e. 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.

3) Connectivity

The office must be wired minimally with CAT5e wiring for computer networking connections. The Lessor is responsible to work with the tenant's telephone service provider to ensure proper entrance cable (fiber if needed) can be brought into the building. This may include building penetrations, access points, and cable pathways, to bring service into the designated main communications room in the building. Tenant space must accommodate up to 500 phone lines with flexibility for re-configuration. Please see Schedule II, Construction Requirements attached for more detailed scope of work. Lessor will be responsible for all communication conduit, paths, and raceway for cabling. In the event that new cabling is utilized, CAT6 is required. Cabling shall include fiber to the building and between

communications closets, and copper to all desktops and printer and multi-function devices.

4) Parking

a. Requires availability of public parking for 300 staff, located at and/or near the facility, plus the appropriate number of ADA spaces including a van accessible space.

b. Handicapped parking spaces are required to be closest in proximity to the Handicapped accessible entrances of the building.

c. Signage for Handicapped designated parking stalls to be provided and installed by proposer.

d. Location should have a loading dock with sufficient loading and unloading short-term parking spaces at building for passenger and delivery vehicles, including use by semi-trailers. Loading dock should have pneumatic dock levelers.

5) Design Services

a. A preliminary space design (layout), with dimensions is to be provided as part of your response proposal.

b. The successful proposer will provide architectural and/or the space design services required as the project is implemented.

c. As a part of the requirements for design services, the Lessee will provide preliminary schematics, plans and documents based on the building plan provided by the proposer.

d. The proposer will provide the final space plan in AutoCAD format to Lessee.

e. Tenant representatives will collaborate with the selected proposer to finalize drawings and specifications. The selected proposer will provide to the Tenant, copies of the final construction documents (CDs), including construction specifications and State-approved plans. Project will not proceed until final construction documents are provided to and approved by Lessee.

f. 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 space design will be necessary to refine it to the needs of the Department of Health Services.

6) Building Sustainability

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

IV. STATE BUILDING COMMISSION APPROVAL

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

1. 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 local zoning and municipal planning efforts and address and reflect them in your proposal may lead to disqualification.

2. 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. GENERAL ROOM REQUIREMENTS - DHS

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

List of Areas and Suggested Sizes

	Administration	Quantity	SQ. FT.	Total Net SQ. FT.	Comments
1.00	**Admin - Director's office**				
1.01	Director - PO	1	144	144	
1.02	Deputy Director - PO	1	144	144	
1.03	Staff workstation	2	64	128	
1.04	Filing	1	20	20	
1.05	Printer/Fax support	1	64	64	
	Subtotal			**500**	
1.10	**Admin - SAS/IT**				must be adjacent to server rm (1.14)
1.11	Section Chief	1	96	96	
1.12	Staff workstation	4	64	256	
1.13	Testing/Repair Area	1	120	120	
1.14	Small PC Training room	1	400	400	
1.15	Server Rm	1	1,000	1,000	
1.16	Meeting area	1	120	120	6 seats, can be open area
1.17	Copier/Printer Support	1	64	64	
1.18	Storage	1	90	90	
1.19	Secure IT storage	1	1,000	1,000	
	Subtotal			**3,146**	
1.20	**Admin - Scan/Phones (CSSU)**				must be adjacent to public/front entrance, public access hearing room (4.13)
1.21	Supervisor Workstation	1	64	64	
1.22	Staff Workstation	4	64	256	
1.23	Printer/Copier Support area	2	64	128	
1.24	Filing	1	80	80	
	Subtotal			**528**	
Infrastructure					
2.00	**Infrastructure - Case File Mgt (CFM)**				must be adjacent to loading dock and/or freight elevator (6.03)
2.01	Section Chief	1	96	96	
2.02	Supervisor	1	64	64	
2.03	Staff workstations	10	64	640	
2.04	High density filing	1	350	350	
2.05	Printer/Copier Support Area	2	64	128	
2.06	Mail Processing	1	1,200	1,200	
	Subtotal			**2,478**	

2.10	**Infrastructure - Medical Consultants (MC)**				must be embedded with examiners (3.00)
2.11	Coordinator	1	64	64	
2.12	Staff workstations	24	64	1,536	
2.13	Filing	1	64	64	
2.14	Printer/Copier Support	1	64	64	
	Subtotal			**1,728**	
2.20	**Infrastructure - Fiscal/Vendor Files**				must be adjacent to CE (2.30) and PRO (2.40)
2.21	Supervisor	1	64	64	
2.22	Staff workstations	9	64	576	
2.23	Filing	1	60	60	
2.24	Storage	1	100	100	
2.25	Printer/Copier Support area	2	64	128	
	Subtotal			**928**	
2.30	**Infrastructure - CE**				must be adjacent to Fiscal (2.20) and PRO (2.40)
2.31	Supervisor	1	64	64	
2.32	Staff workstations	5	64	320	
2.33	Filing	1	100	100	
2.34	Storage	1	100	100	
2.35	Printer/Copier Support area	2	64	128	
	Subtotal			**712**	
2.40	**Infrastructure - Public Relations Office (PRO)**				must be adjacent to Fiscal (2.20) and CE (2.30)
2.41	Staff workstations	5	64	320	
2.42	Filing	1	36	36	
2.43	Printer/Copier Support area	1	64	64	
	Subtotal			**420**	
Case Processing					
3.00	**Case Processing - Examiner Units 1 - 18**				
3.01	Section Chief	1	96	96	
3.02	Supervisor	18	64	1,152	
3.03	Staff workstations	167	64	10,688	
3.04	Filing	2	72	144	
3.05	Mail Drop (each floor)	3	200	600	Must be adjacent to CP (3.00) and PM&QA (4.00)
3.06	Printer/Copier Support area	12	64	768	
3.07	Conference room	9	120	1,080	4 seats
	Subtotal			**14,528**	
3.10	**Case Processing - Support (C3)**				
3.11	Supervisor	1	64	64	
3.12	Staff workstations	18	64	1,152	
3.13	Scan Station (each floor)	3	48	144	
3.14	Filing	2	36	72	
3.15	Printer/Copier Support area	2	64	128	
	Subtotal			**1,560**	

Performance Management & Quality Assurance (PM&QA)					
4.00	**PM&QA - Section Chief**				
4.01	Section Chief	1	96	96	
4.02	Staff workstations	3	64	192	
4.03	Filing	1	36	36	
4.04	Printer/Copier Support area	1	64	64	
	Subtotal			**388**	
4.10	**PM&QA - Disability Hearing Unit (HU)**				
4.11	Supervisor	1	64	64	
4.12	Staff workstations	11	64	704	
4.13	Hearing Room (public access)	1	150	150	must be adjacent to public/front entrance, CSSU unit (1.20)
4.14	Hearing Room (video conference)	4	120	480	Must be within secured space
4.15	Filing	2	36	72	
4.16	Printer/Copier Support area	2	64	128	
	Subtotal			**1,598**	
4.20	**PM&QA - Examiner Training (ET)**				
4.21	Supervisor	1	64	64	
4.22	Trainee workstations	30	64	1,920	
4.23	Large Training Room - practical	1	600	600	30 seats
4.24	Large PC Training Room - auditorium	1	1,800	1,800	35 seats + 12 overflow
4.25	Library	1	150	150	
4.26	Filing	2	36	72	
4.27	Printer/Copier Support area	2	64	128	
	Subtotal			**4,734**	
4.30	**PM&QA - Quality Unit (QU)**				must be adjacent to Case Processing (3.00)
4.31	Supervisor	1	64	64	
4.32	Staff workstations	12	64	768	
4.33	Filing	1	36	36	
4.34	Printer/Copier Support area	1	64	64	
	Subtotal			**932**	
Department General					
5.00	**Department General**				
5.01	Conference room	3	200	600	10 - 12 seats, one of these must have video conf for remote hearings
5.02	Conference room	1	450	450	25 seats
5.03	Conference room	5	120	600	4 seats, can be distributed amongst staff space
5.04	Public Waiting Area/Reception	1	200	200	
5.05	Dining/Vending Area	1	750	750	need space for vending, can be split into multiple spaces
5.06	Lactation Rm	1	200	200	accommodates 2 staff
5.07	Central Supply Storage	1	1,000	1,000	

5.08	Kitchenette	3	150	450	
5.09	Furniture storage	1	1,000	1,000	
	Subtotal			**5,250**	
BUILDING SUPPORT SPACE					
6.00	**BUILDING SUPPORT SPACE**				
6.01	Maintenance Work area	1	200	200	
6.02	Janitor Closet	4	100	400	
6.03	Loading Dock	1	200	200	must be adjacent to CFM (2.00)
6.04	Data Closets	4	100	400	
6.05	Electrical Room - MDF	1	500	500	
	Subtotal			**1,700**	
7.00	**Total Net Square Feet**			**41,130**	
7.01	**Departmental Circulation**	40%		**16,452**	
7.02	**Departmental Gross Square Feet**			**57,582**	
7.04	**TOTAL SQUARE FEET OF FACILITY**			**57,582**	

NOTE: Areas identified as needing to be adjacent, may be proposed on the same floor or on contiguous floors.

VI. SUMMARIZED ROOM REQUIREMENTS

Following is a list by room, highlighting the specialized and/or unique features, fixtures or construction required, and is not necessarily all-inclusive. Please see Section VIII, Schedule II CONSTRUCTION REQUIREMENTS for more details and specifications.

A. Reception Area: The area should be large enough for seating of up to 6 people and secured from the general office space. The receptionist station should be behind a barrier to prevent entry into the secured staff space. The barrier/wall shall be equipped with one (1) ¼" tempered, shatter-proof safety glass, commercial grade transaction window with pass-thru sliding window or pass-thru tray which will allow the receptionist to view both the entire waiting area and have access to the visitor's paperwork. At a minimum: the transition window shall be 48"w x 33"h with sliding pass-thru window below, or 48"w x 42"h with pass-thru transaction tray. The window shall have a natural voice/secure air passage for voice transmission. There shall also be a duress button with connection to the Capitol Police. There shall be a door next to the reception window with a card reader. All layout and window specifications shall be submitted to the tenant for approval.

B. Private Offices: The private office layout should allow for desk and return in addition to small table and chairs for meetings. Two walls shall have 1 voice/1 data adjacent to a four-plex outlet. Private offices must have a sidelight window to allow for transfer of natural light. Private offices should not be located on perimeter. Light switch/thermostat (where applicable) shall be located adjacent to the door.

C. Open Office Area: It is preferred that the office systems be located on the exterior walls to allow for maximum natural light. There must be sufficient electrical circuits and phone/data outlets to accommodate staff. Standard electrical requirements for open office areas are four 20 amp circuits for every 6 systems furniture cubicles. Dedicated electrical circuits will be required for computers, copiers and printers. Standard phone/data requirements per cubicle is 1 voice / 1 data plus additional voice/data for printers, etc. as required. The workstations will be grouped by function and supervisory location throughout the entire office. The size of the cubicles can be either 12' x 8' or 9' x 11' for 96 square foot stations, and 8' x 8' or 7' x 9' for 64 square foot stations. Please reference Exhibit A for typical configuration and contents of workstations. Final approval of workstation furniture is required by tenant. Reference Section V (GENERAL ROOM REQUIREMENTS) for quantities, sizes and adjacencies.

D. Large Training Room (4.23): The large training room should allow for flexible training of up to 30 people. This room should also be wired for video conference, audio/video capture and presentation, including a ceiling mounted projector and a wall mounted powered screen. Equipment shall be provided by tenant. Final approval of equipment location will be required by tenant. Other requirements include minimum electrical outlets as per code: and at least two data/voice cabling jacks should be located on a minimum of two walls. At least one wall shall have additional blocking for tenant provided whiteboards (2). Sidelights or window in doors required. Refer to Exhibit B for sample layout.

E. Large PC Training Room (4.24): This large PC training room should allow for classroom/stadium style training of up to 35 student PC stations, 1 instructor PC station and 1 recording PC station. Additional overflow seating for 12 is required. At least one wall shall have additional blocking for tenant provided whiteboard. This room should contain adequate data jacks and electrical outlets to allow for 36 computers with dual monitors including 1 data jack per computer. Ideal location of jacks and electrical is in the floor. Provide 1 voice jack at instructor PC station. This room should also be wired for video conferencing capabilities, audio/video capture and recording, including 2 ceiling projectors, 2 wall-mounted powered screens, in-ceiling audio and equipment rack. AV equipment shall be provided by tenant.

A total of four 20 amp circuits should be supplied. The audio system utilizes two active digitally steerable column speakers. This will require power to be provided behind the speakers after determining the appropriate mounting location for adequate room coverage. Each of the speakers should have its own 20 amp circuit. One 20 amp circuit should be provided at the planned equipment rack location to serve the equipment housed there. The final 20 amp circuit may be shared with two ceiling mounted projector locations, motorized projection screens and remote controlled cameras. Power should also be provided at the teaching desk/podium and video recording control area. All audio and video equipment power should have an isolated ground and use the same phase power. Power for the

audio and video equipment should not share power with any other room needs such as lighting.

Conduit and appropriately sized box locations will be required from the main equipment rack to each of the two column speakers, ceiling mounted projectors, projection screens, teaching desk/podium, remote control video camera locations and video recording control area. Additional conduit, box locations, power and access for wire runs to each student desks will be required to provide necessary AV signal distribution outside of standard data and computer power needs.

Final approval of equipment location will be required by tenant. Sidelights or window in doors required. Ideal location would be interior with no exterior windows. If placed on an exterior wall with windows, room must be provided with black-out shades. Refer to Exhibit C for sample layout.

F. Small PC Training Room (1.14): This room should contain adequate data jacks and electrical outlets to allow for 10 PC stations with dual monitors with one instructor station in a classroom setting with 5 overflow seats. Provide 1 data jack per computer with electrical in the walls. Provide 1 voice jack at instructor station. The room must also accommodate AV for presentation including 1 celling projector and 1 wall mounted powered screen, equipment provided by tenant. Final approval of equipment location will be required by tenant. At least one wall shall have additional blocking for tenant provided whiteboard. Sidelight or window in doors required. Ideal location would be interior with no exterior windows. If placed on an exterior wall with windows, room must be provided with black-out shags. Refer to Exhibit D for sample layout.

G. Hearing Room – Public Access: The room must be accessible to visitors located outside of the secured employee space and adjacent to the front entrance and reception area. Provide 1 voice and 1 data jack in wall. Provide access to a duress button with connection to Capitol Police. Sidelight or window in door required.

I. Small Conference Rooms (4 seats): The small conference rooms should each contain 1 voice and 2 data jacks in two walls. Sidelights or window in doors required.

J. Hearing Room – Video Conference (4.14): The small remote hearing rooms should each contain 1 voice and 1 data jacks in two walls to accommodate a video conference PC workstation. Sidelights or window in doors required.

K. Medium/Large Conference Rooms: All conference rooms should each contain 1 voice and 2 data jacks on two separate walls. At least one wall shall have additional blocking for tenant provided whiteboard. One of the conference rooms shall accommodate a dedicated PC with video conference capability for remote hearings and one room to accommodate AV equipment for presentation, including a ceiling projector and wall mounted powered screen. Sidelights or window in doors required. Refer to Exhibit E for suggest layout.

L. Server Room (1.15): This room will contain the data patch panels in a rack(s), wire management, server and computer controllers, etc. Server racks, controllers and patch cables supplied by tenant. Racks will consist of 10, 19" floor standing open relay racks, with cable management between racks, and an overhead ladder above extending across room. These data racks must also be grounded- room to be equipped with grounding plate. Electrical minimum service requirement is 47 KW.

The temperature must be maintained between 68 and 78 degrees Fahrenheit, +/- 2 F, 24 hours a day, 7 days a week, 365(6) days per year. Estimated BTU is 128,616 per hour. HVAC shall be thermostatically controlled within the room and independent of the “house” system. Provide humidification and controls/monitoring.

One wall will be covered by a fire retardant painted 5/8 inch plywood over drywall from floor to ceiling for telephone equipment and connections. A location that minimizes the distance of the cable runs is desirable. Minimum of CAT5e data cabling. If new construction or new cabling is required, CAT6 cabling is required. Voice jacks to be on each wall, with one active line in the room. Eight four-plex data jacks on walls around room, except behind relay racks. Terminations to be on patch panels in data racks.

The PA system and iStar security control panels will also be located in this room.

Room will have card access and key lock. Door shall be metal.

Walls to be constructed to the structure and ceiling shall be drywall.

Floor must be a raised floor, 12”-24” range, covered with slip-resistant floor covering. Refer to Exhibit F for server room equipment inventory.

M. Mother's/Lactation Room: The room needs to be large enough for two stations consisting of a lounge chair and small counter surface. The two stations should be divided by partition or curtain. Each station needs to have an electrical outlet for an electric pump. This room needs to have a sink and water and an electrical circuit for a small refrigerator. Keyed lock is required for door.

N. Mail Processing: (2.06): This will be the central point for the sorting and processing of mail. Provide one general voice outlet for phone. Provide space for large mail inserter (20’ x 5’) and smaller inserter (9’x3’) and seven (7) freestanding printers. Provide one (1) dedicated 15 amp outlet for small mail inserter and two (2) 15 amp outlets for larger inserter. Each printer requires a data jack and a 20 amp circuit for every two printers. Additional space must be available for packaging and sorting. This room should be enclosed, and provided with adequate HVAC for equipment. If this room is not able to be enclosed, location must be isolated from other areas where noise and dust can be limited. Location must be adjacent to loading dock and/or freight elevator with service to loading dock. Refer to Exhibit G for suggested equipment layout.

O. Mail Drop Areas: (3.05): This space constitutes a variety of filing and storage cabinets in heights ranging from 36” to 72” high, in both file cabinet and storage cabinets with work counter tops. A dedicated 20 amp outlet with 1 voice and 1 data jack must be provided to accommodate multi-function device (MFD) in each area. Provide 1 data jack for a barcode scanning PC.

P. Vending/Dining Room: Dining area(s) should be sized to adequately seat 75 staff at any one time. Provide adequate venting to exterior of building. The room should contain approximately 8 linear feet of counter spaces with cabinets above and below and one double bay sink. There will be a vending machine area with space & electrical circuits for up to 6 machines, 3 microwaves and a water/ice machine. Vending area will need access to water line connection for vending style coffee machine and a water/ice machine. Provide a floor drain for water/ice machine. The break room will be located inside the secure office area. Sidelights or window in doors required.

Q. Kitchenettes: These rooms should have space and electrical available for a minimum of two refrigerators, two microwaves, one toaster and one coffee maker. A water line is required for coffee maker. All equipment provided by tenant, in each kitchenette.

R. Central Supply Storage: Room should accommodate existing shelving 24 inches deep and floor space for pallet storage (approximately 2 at a time) for supply storage. This room should also have a floor drain for a dehumidifier and an extra wide door for pallets. Keyed lock is required.

S. Restrooms: Restrooms must meet code regulations, including ADA guidelines. One set of restrooms must be available to visiting public, located outside of the secured employee space.

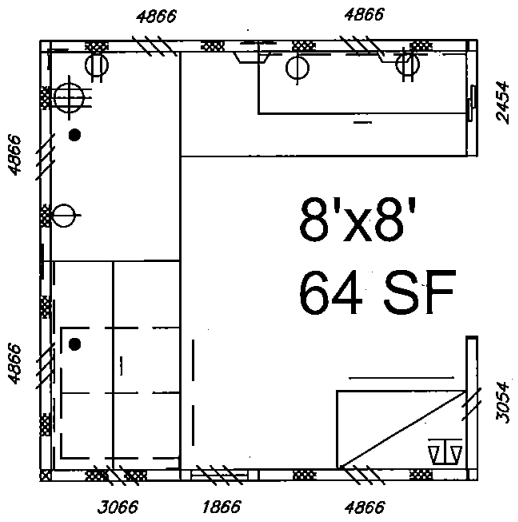
T. Large Secure IT Storage Room (1.19): Room must allow for pallet delivery and storage of bulk IT equipment. Room must also accommodate set-up/decommission and testing area for up to 16 machines, to include (2) four-plex electrical outlets. Keyed lock is required.

U. High Density Filing Area (2.04): Room must allow for floor loading and ceiling clearance for tenant provided high density movable filing system, approximately 14’ x 26’ x 9’ high. Floor load must accommodate 59,300 lbs. (169 lbs./sq. ft. load.) Electrical service required for the power assist controls. Refer to Exhibit H for layout and requirements.

V. Satellite Antenna: Tenant provided 6’x6’ antenna unit (Prodelin, series 1130), to be roof mounted in a secure area. Lessor to provide a 5’ x 5’ two-piece mast mount.

X. Testing/Repair Area: This area or room must have space for multiple PCs with 14 data jacks, 1 voice jack and sufficient electrical to support the computers. Keyed lock is required if in an enclosed room.

EXHIBIT A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2454
4866
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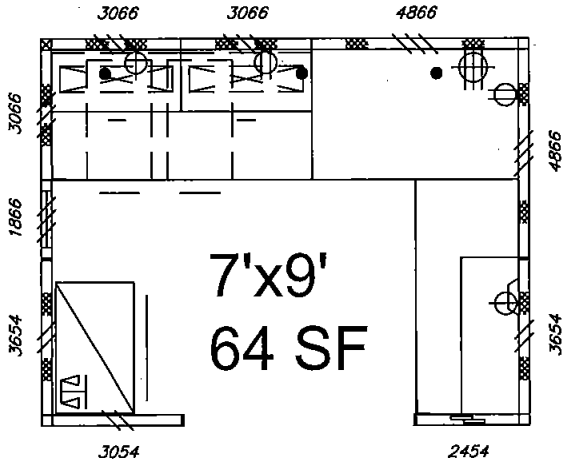
64 SF
4866
3054
3066
1866
4866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3654
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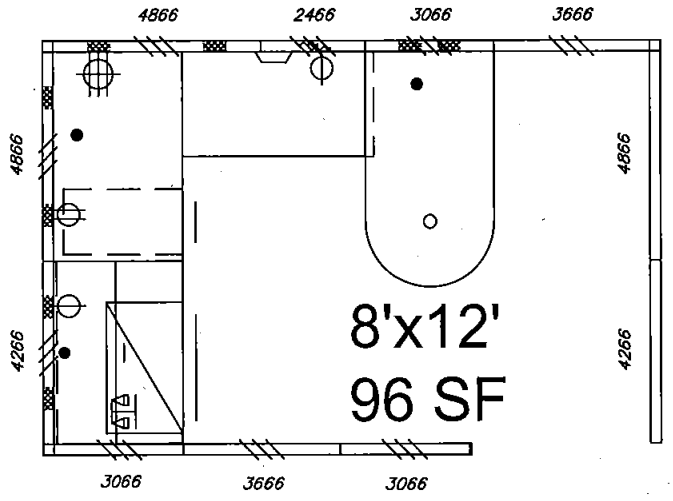
2454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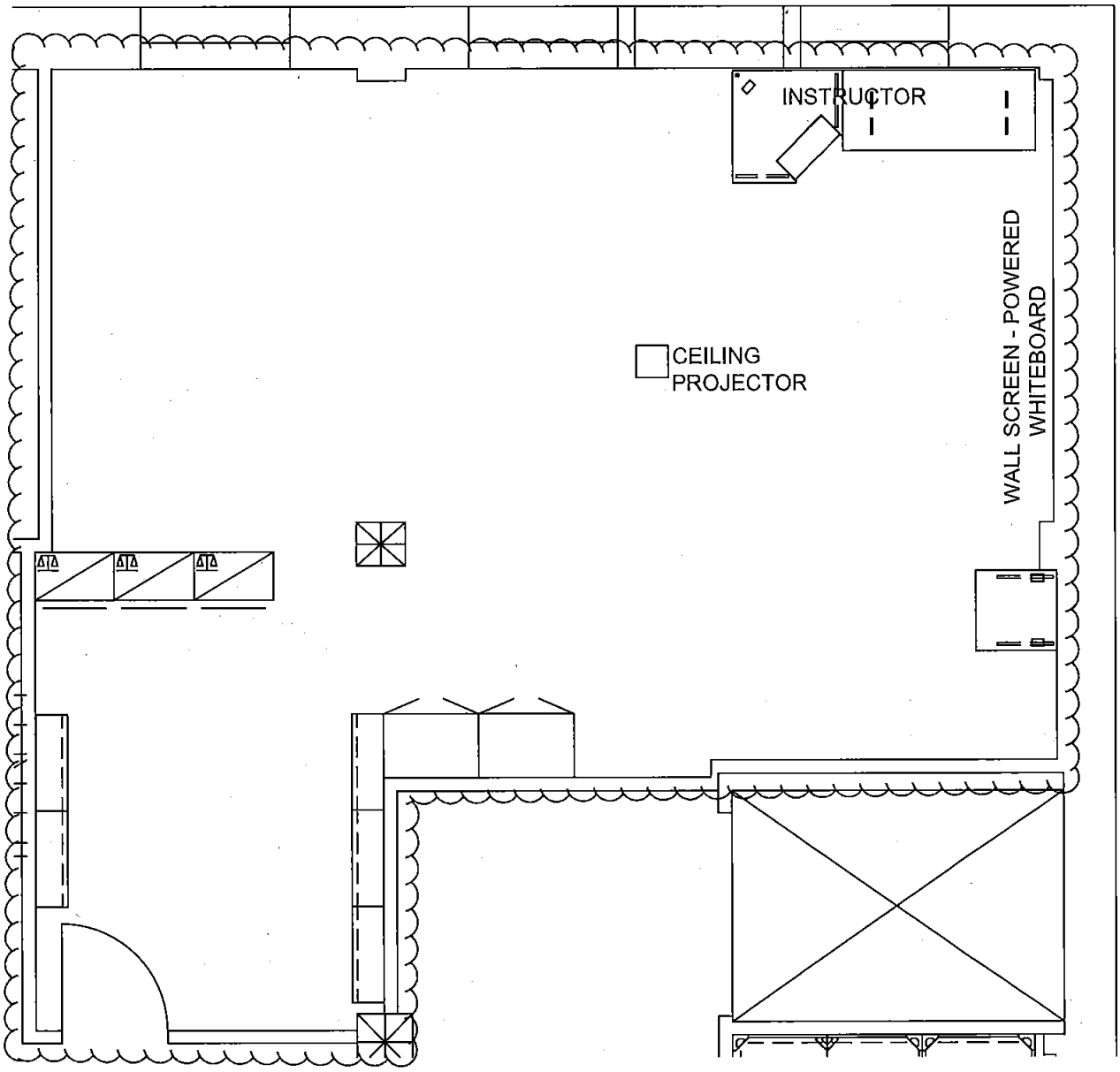
4266
3066
3666
3066

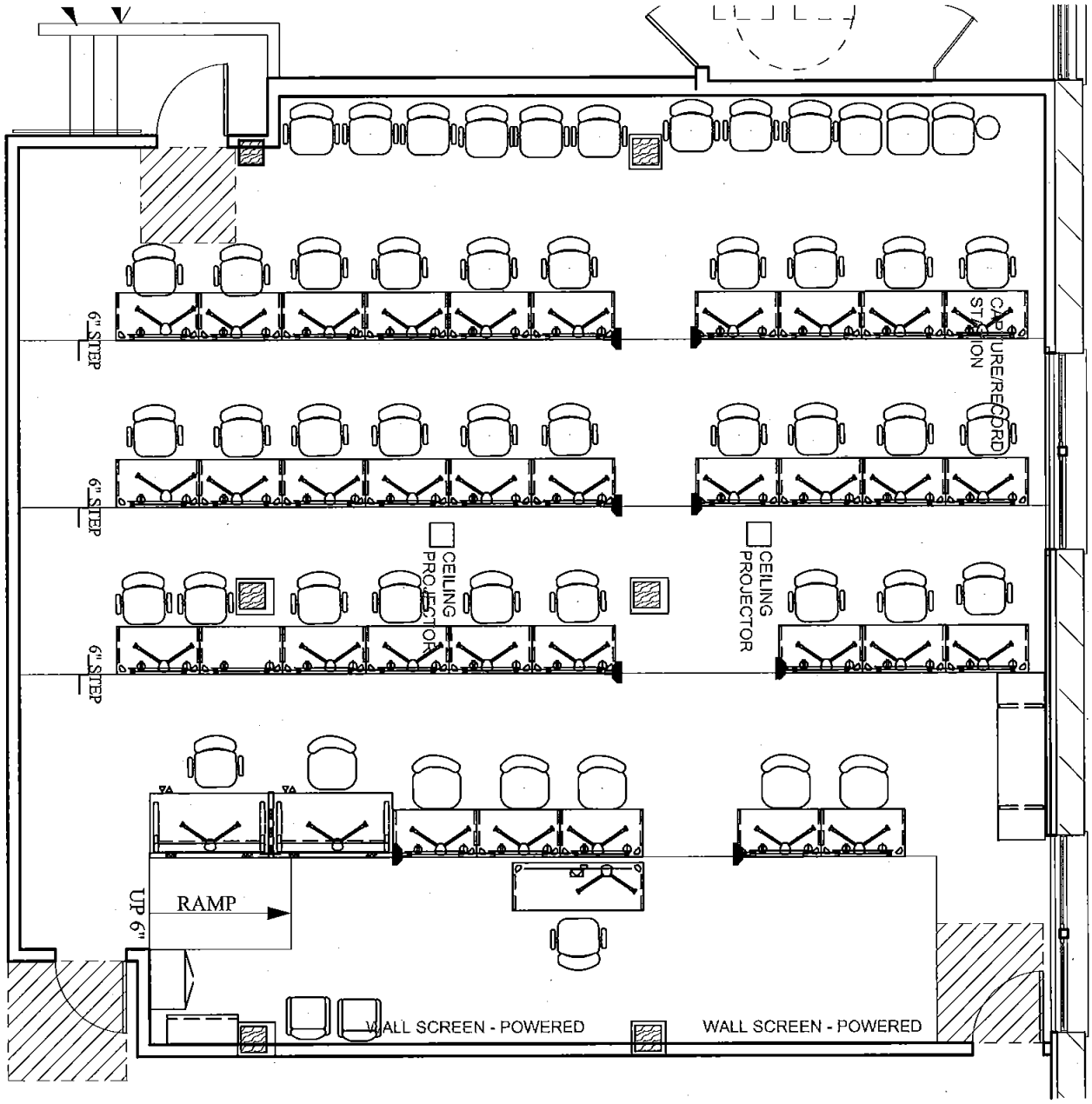
LARGE TRAINING ROOM - SAMPLE LAYOUT

EXHIBIT B

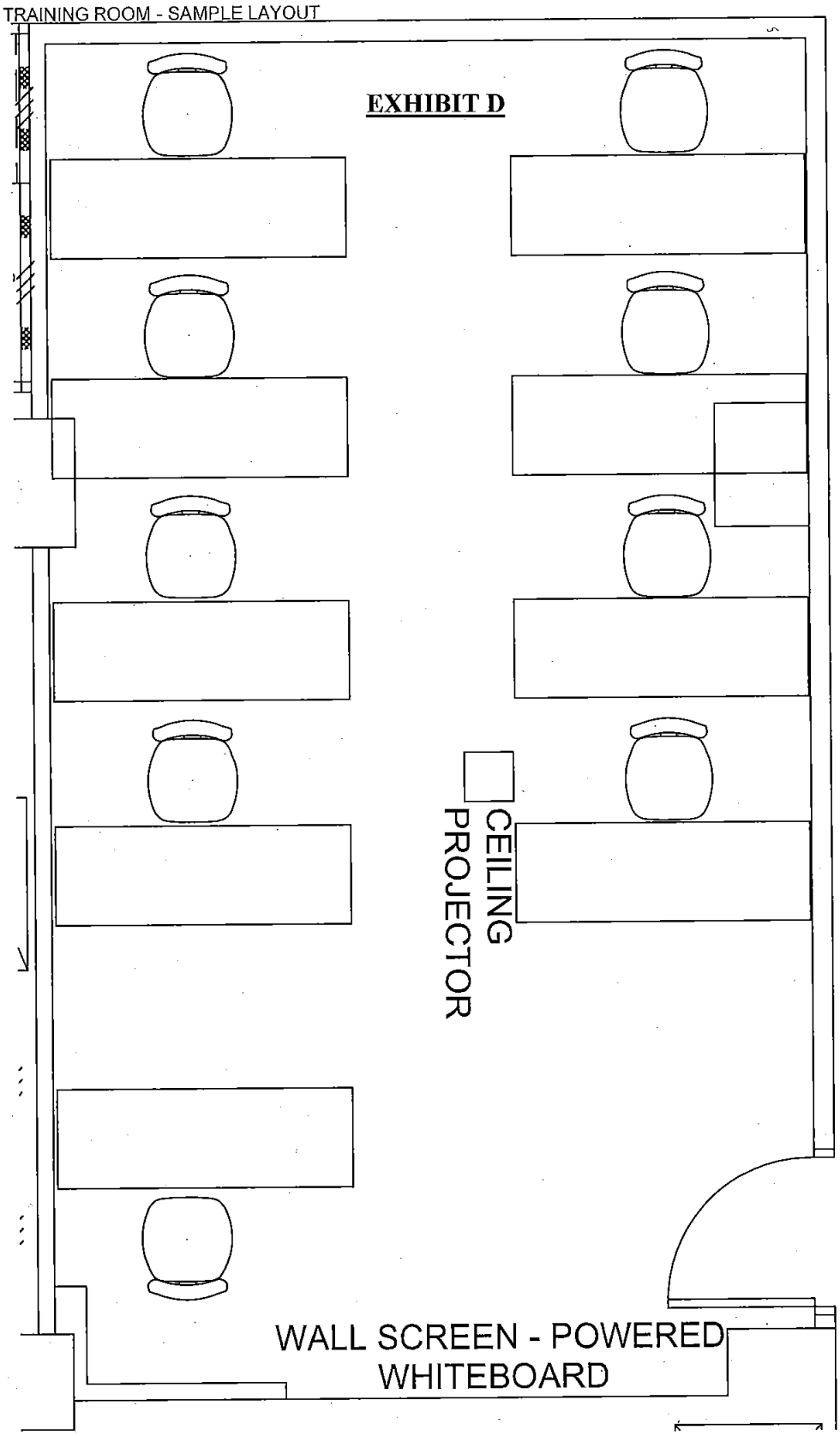


Large PC Training Room - Sample Layout

EXHIBIT C



SMALL PC TRAINING ROOM - SAMPLE LAYOUT



CONFERENCE ROOM W/REMOTE HEARING PC - SAMPLE LAYOUT

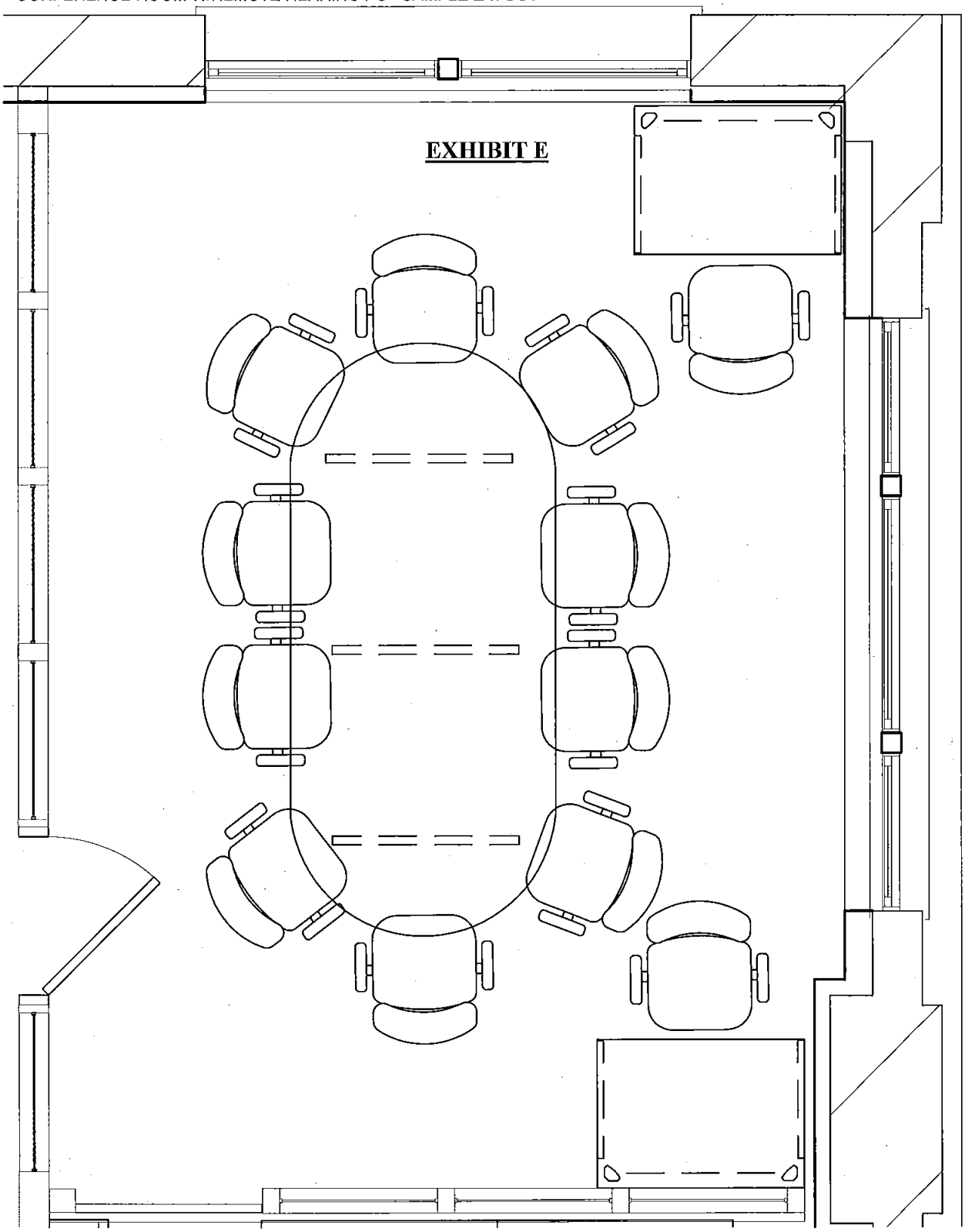


EXHIBIT F

Make	Model	Type	Number	Max Amps	Max BTU	total amps	Total BTU	Voltage (110 unless otherwise noted)	VA	
Dell	R720	Server	9	10.00	5782	90.00	52038	110	9900.00	
Dell	R710	Server	4	12.00	5936	48.00	23744	110	5280.00	
Dell	R900	Server	1	18.00	5732	18.00	5732	110	1980.00	
Dell	PE2950	Server	2	14.00	5394	28.00	10788	110	3080.00	
Dell	UPS1920	UPS	1	20.00		20.00	0	110	2200.00	
Dell	DSR1031	KVM Controller	4	0.50		2.00	0	110	220.00	
Dell	C4P5V	KVM	4	1.20		4.80	0	110	528.00	
Dell	PV114T	Tape Drive	4	1.00		4.00	0	110	440.00	
Dell	MD1000	ext. array	3	7.20	1430	21.60	4290	110	2376.00	
Dell	TL2000	Library	4	1.30		5.20	0	110	572.00	
Cisco	3825	Router	2	5.00	1025	10.00	2050	110	1100.00	
Cisco	2801	Router	1	2.00	143	2.00	143	110	220.00	
Cisco	2811	Router	1	2.00	109	2.00	109	110	220.00	
Cisco	3750	Switch	1	5.00	650	5.00	650	110	550.00	
Cisco	2950	Switch	1	0.70	102	0.70	102	110	77.00	
SourceFire		IP Monitor	1	1.00		1.00	0	110	110.00	
CheckPoint	IP290	Firewall	1	1.50	566	1.50	566	110	165.00	
Port Authority	44	modem	1	1.50		1.50	0	110	165.00	
HP	8000	PC	3	2.40	87	7.20	261	110	792.00	
HP	8200	PC	7	2.90	106	20.30	742	110	2233.00	
HP	8300	PC	1	2.90	158	2.90	158	110	319.00	
APC SmartUPS	3000RMU2	UPS	2	24.00	348	48.00	696	220	10560.00	
APC SmartUPS	2200RMU2	UPS	7	16.00	275	112.00	1925	110	12320.00	
PowerWare	9125	UPS	1		2066	0.00	2066	110	0.00	
Verilink	2000	CSU	1	1.00	116	1.00	116	110	110.00	
Cisco	6509	Switch	2	17.48	2276.95	34.96	4553.9	110	3845.60	
Cisco	3750	Switch	4	5.00	650	20.00	2600	110	2200.00	
IWATSU	ECS	PBX	2	10.30		20.60	0	110	2266.00	
TOA PA AMP	a712	PA Amp	1	1.00		1.00	0	110	110.00	
Minuteman	e2300	PA System	1			0.00	0	110	0.00	
Altronix	SMP5PMCTX	Sec System	2	0.95	25	1.90	50	110	209.00	
Altronix	SMP7PMCTX	Sec System	1	1.45	36	1.45	36	110	159.50	
Altronix	AL300ULM	Sec System	1	3.50	15	3.50	15	110	385.00	
Software House	STAR016W-64A	Sec System	1	3.30		3.30	0	110	363.00	
System i	8203-e4a	CPU	1	6.60	3242	6.60	3242	220	1452.00	
System i	5790	controller	3	1.75	683	5.25	2049	110	577.50	
System i	3573	Library	1	4.00	147	4.00	147	110	440.00	
System i	7310	hmc	1	1.67	2390	1.67	2390	110	183.70	
System i	7316	kvm	1	3.00	1195	3.00	1195	110	330.00	
System i	5886	disk	4	3.00	1150	12.00	4600	110	1320.00	
System i	9910	ups	1		1562	0.00	1562	220	0.00	
	NameplateTotals					575.93	128615.9		69358.30	
	Values calculated at 50% of Nameplate					287.97	64307.95		34679.15	
									34.68	kW
	Values calculated at 33% of Nameplate					287.97	86172.65		46470.06	
									46.47	kW

MAIL PROCESSING - SAMPLE LAYOUT

EXHIBIT G

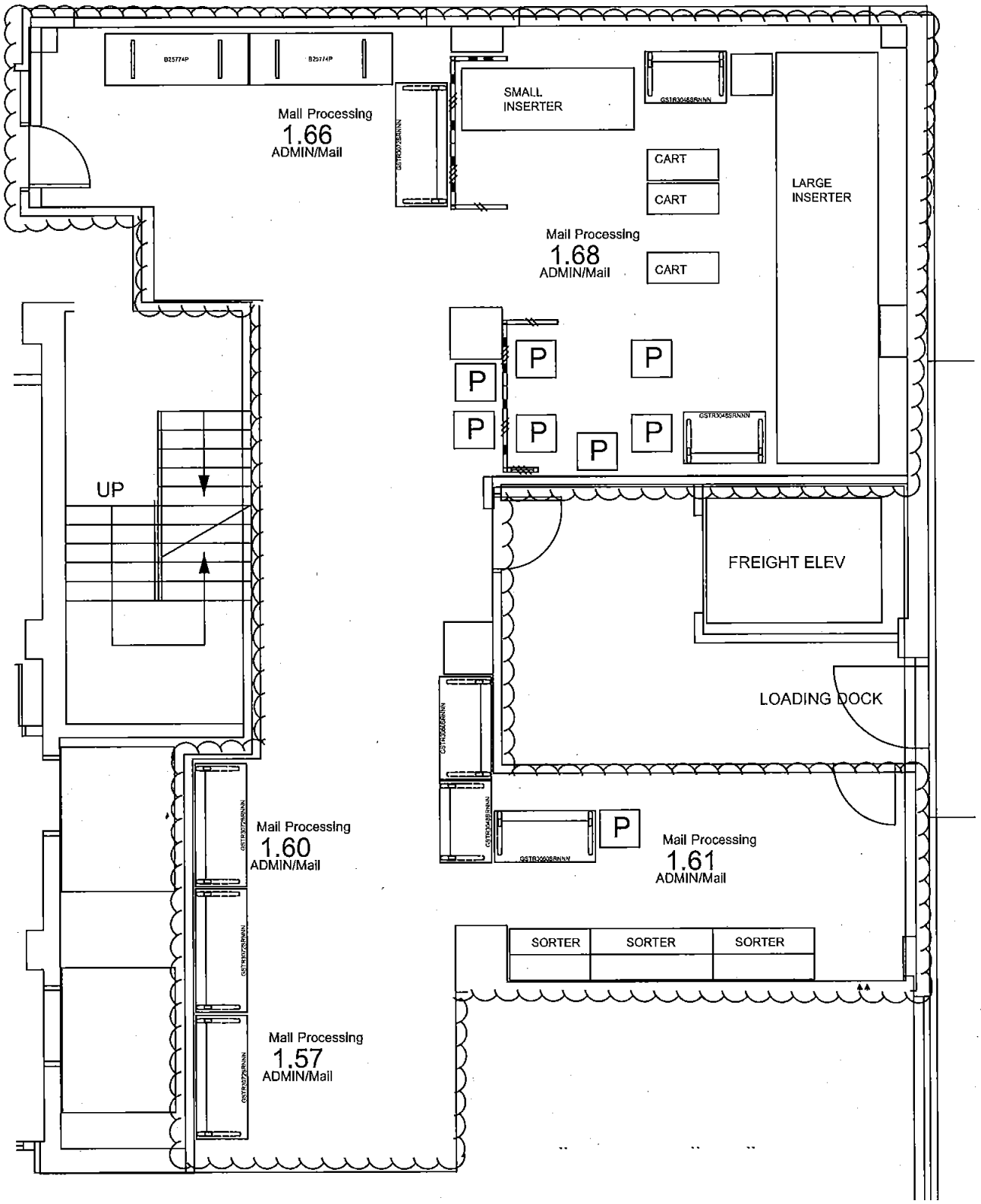
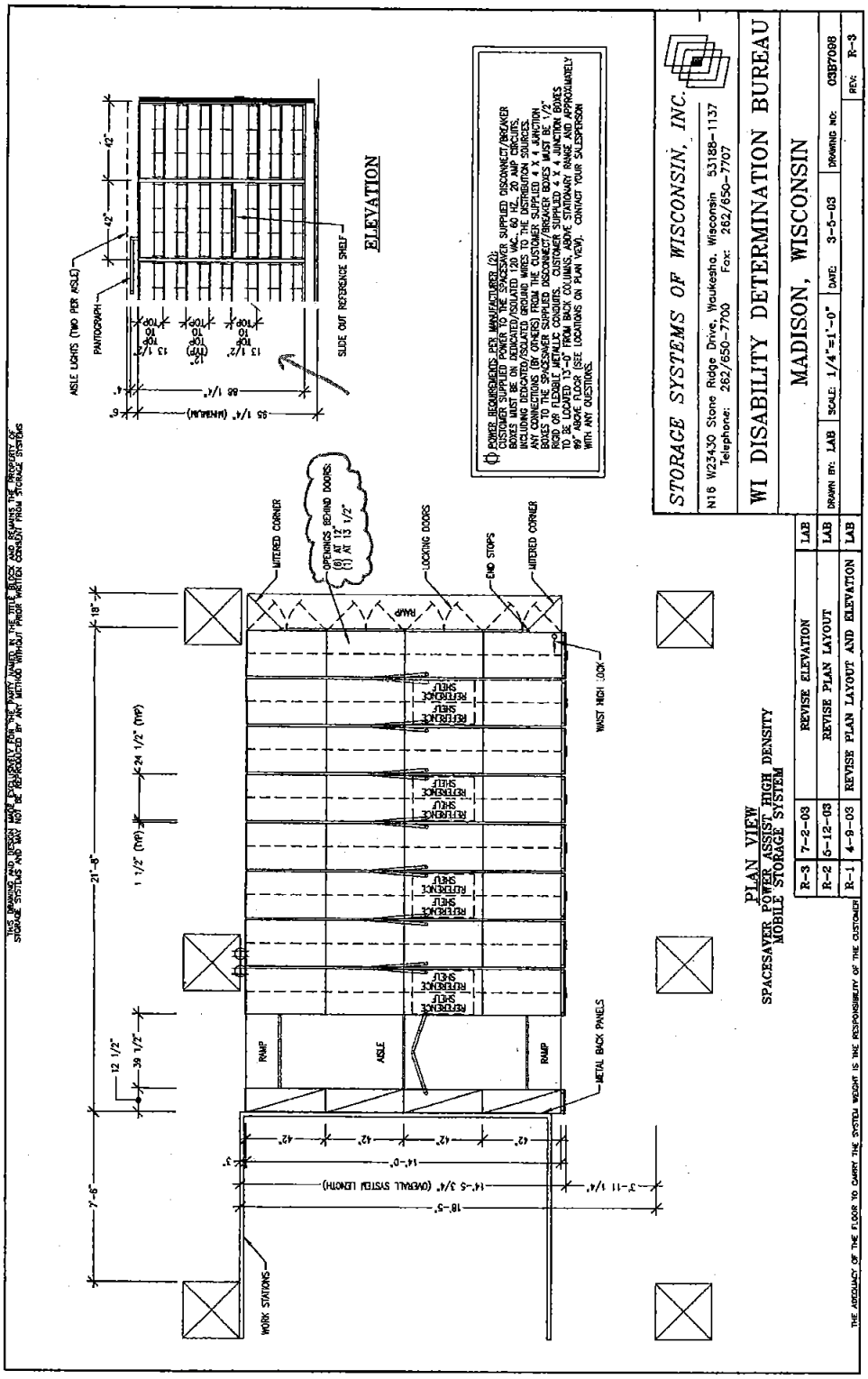


EXHIBIT H


ELEVATION
ASLE LIGHTS (TWO PER AISLE)
PANTOGRAPH
SLIDE OUT REFERENCE SHELF
POWER REQUIREMENTS PER MANUFACTURER (2):
CUSTOMER SUPPLIED POWER TO THE SPACESAVER SUPPLIED DISCONNECT/BREAKER BOXES MUST BE ON DEDICATED/ISOLATED 120 VAC, 60 HZ, 20 AMP CIRCUITS, INCLUDING DEDICATED/ISOLATED GROUND WIRES TO THE DISTRIBUTION SOURCES. ANY CONNECTIONS (BY OTHERS) FROM THE CUSTOMER SUPPLIED 4 X 4 JUNCTION BOXES TO THE SPACESAVER SUPPLIED DISCONNECT/BREAKER BOXES MUST BE 1/2" FLEXIBLE METALLIC CONDUIT. DISCONNECT/BREAKER BOXES MUST BE LOCATED TO BE LOCATED 13'-0" FROM BACK COLUMNS AND STATIONARY RANGE AND APPROXIMATELY 99" ABOVE FLOOR (SEE LOCATIONS ON PLAN VIEW). CONTACT YOUR SALESPERSON WITH ANY QUESTIONS.
STORAGE SYSTEMS OF WISCONSIN, INC.
N16 W23430 Stone Ridge Drive, Waukesha, Wisconsin 53188-1137
Telephone: 262/650-7700 Fax: 262/650-7707
WI DISABILITY DETERMINATION BUREAU
MADISON, WISCONSIN
DRAWN BY: LAB
SCALE: 1/4"=1'-0"
DATE: 3-5-03
DRAWING NO: 03B7008
REV: R-3
MITERED CORNER
OPENINGS BEHIND DOORS (8) AT 12" (1) AT 13 1/2"
LOCKING DOORS
END STOPS
MITERED CORNER
RAMP
WAIST HIGH LOCK
REFERENCE SHELF
RAMP
AISLE
RAMP
METAL BACK PANELS
WORK STATIONS
PLAN VIEW
SPACESAVER POWER ASSIST HIGH DENSITY MOBILE STORAGE SYSTEM
R-3 7-2-03 REVISE ELEVATION LAB
R-2 5-12-03 REVISE PLAN LAYOUT LAB
R-1 4-9-03 REVISE PLAN LAYOUT AND ELEVATION LAB
THE ACCURACY OF THE FLOOR TO CARRY THE SYSTEM WEIGHT IS THE RESPONSIBILITY OF THE CUSTOMER
THIS DRAWING AND DESIGN MADE EXCLUSIVELY FOR THE PARTY NAMED IN THE TITLE BLOCK AND REMAINS THE PROPERTY OF STORAGE SYSTEMS AND MAY NOT BE REPRODUCED BY ANY METHOD WITHOUT PRIOR WRITTEN CONSENT FROM STORAGE SYSTEMS

VIII. PROPOSER RESPONSE SHEET – 10 YEAR

RATE PROPOSAL: Rentable square footage.

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

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

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

II. RATE CALCULATION: Per Rentable square footage

Complete the following: (amounts should be listed as cost per square foot)

A) Base Building Rate _____/sq. ft.

1. Net Building Rate included in Base Building Rate _____/sq. ft.
2. Cost of Tenant Improvement Allowance included in Base Building Rate _____/sq. ft.

B) Brokerage Fees, if any _____/sq. ft.

C) Premise Utility Costs (heat, air conditioning, and electrical for lights and outlets) _____/sq. ft.

D) Snow Removal/Lawn Mowing Contracts _____/sq. ft.

E) Janitorial Services (as per Specs) _____/sq. ft.

F) CAM (insurance, full demised Premise maintenance and all other facility costs) _____/sq. ft.

G) Misc Costs. Moving: _____/sq. ft. FF&E: _____/sq. ft. _____/sq. ft.

H) Real Estate Taxes _____/sq. ft.

Total Gross Rate Offered Per Rentable Square Foot Per Year _____**/sq. ft.**

(Sum of A, B, C, D, E, F, G and H)

Note: Tenant Improvement expenses, if above the allowance, shall be allocated over the initial Ten (10) year term only.

III. TERMS AND CONDITIONS:

A) Annual Escalator on Gross Rate: (if any, Lessee preference is fixed for term) _____%

B) Length of Lease: Ten (10) years

C) Renewal Option(s): One (1) five (5) year renewal option

D) Tenant Access: Prior to the Occupancy Date if Tenant is responsible for data and telephone wiring

E) Tenant Occupancy Date: No later than October 1, 2015

F) Lease Term Begin Date/Rent Commencement Date: minimum of one (1) month post to Tenant Occupancy Date

IV. SUBMITTED BY:

_____	_____
Contact Name	Firm Name
_____	_____
Firm Street Address	Firm City, State, Zip
_____	_____
Telephone Number/ Fax Number	Authorized Signature
_____	_____
Proposed Street Address	Proposed City, State, Zip

VIII. PROPOSER RESPONSE SHEET – 5 YEAR

RATE PROPOSAL: Rentable square footage.

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

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

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

II. RATE CALCULATION: Per Rentable square footage

Complete the following: (amounts should be listed as cost per square foot)

A) Base Building Rate _____/sq. ft.

1. Net Building Rate included in Base Building Rate _____/sq. ft.
2. Cost of Tenant Improvement Allowance included in Base Building Rate _____/sq. ft.

B) Brokerage Fees, if any _____/sq. ft.

C) Premise Utility Costs (heat, air conditioning, and electrical for lights and outlets) _____/sq. ft.

D) Snow Removal/Lawn Mowing Contracts _____/sq. ft.

E) Janitorial Services (as per Specs) _____/sq. ft.

F) CAM (insurance, full demised Premise maintenance and all other facility costs) _____/sq. ft.

G) Misc. Costs. Moving: _____/sq. ft. FF&E: _____/sq. ft. _____/sq. ft.

H) Real Estate Taxes _____/sq. ft.

Total Gross Rate Offered Per Rentable Square Foot Per Year _____**/sq. ft.**

(Sum of A, B, C, D, E, F, G and H)

Note: Tenant Improvement expenses, if above the allowance, shall be allocated over the initial Five (5) year term only.

III. TERMS AND CONDITIONS:

A) Annual Escalator on Gross Rate: (if any, Lessee preference is fixed for term) _____%

B) Length of Lease: Five (5) years

C) Renewal Option(s): Two (2) five (5) year renewal option

D) Tenant Access: Prior to the Occupancy Date if Tenant is responsible for data and telephone wiring

E) Tenant Occupancy Date: No later than October 1, 2015

F) Lease Term Begin Date/Rent Commencement Date: minimum of one (1) month post to Tenant Occupancy Date

IV. SUBMITTED BY:

_____	_____
Contact Name	Firm Name
_____	_____
Firm Street Address	Firm City, State, Zip
_____	_____
Telephone Number/ Fax Number	Authorized Signature
_____	_____

SAMPLE GROSS LEASE

THIS LEASE, made and entered into this ___ day of _____, 20XX, by and between _____ (the "Lessor"), whose address is _____, and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessee");

WITNESSETH, the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following (the "Premises"):

> Approximately _____square feet of office space (the "Premises") in Lessor's building (the "Building"), together with all appurtenances and access to common areas, located at _____in the City of_____, Wisconsin (the "Building"), which Premises are further described on Exhibits A (site plan) & B (floor plan) attached.

2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as space for the Department of _____, or such other agency that may be designated by Lessee (collectively, the "Tenant").

3. **TERM.** The lease term hereunder shall begin on ____, 20XX and end on _____, 20XX. In addition, the Lease includes ___ _-year renewal options.

a) If the actual Commencement Date differs from the stated lease term beginning date, the Lessor and Lessee shall execute a 'letter of addendum' which shall designate the exact Rent Commencement Date/Lease Term Begin Date and the Termination Date of this Lease, such that it shall be a full _-year term. This Lease term, including renewal options as may have been provided for herein, may be extended under mutually agreeable terms, conditions and rental rate via a letter of addendum.

b) Tenant or Tenant's vendors shall have access to Premises prior to rent commencement at no charge in order to:

   i. install cabling for data and phones lines if needed during Lessor's construction period. Exact timing to be determined by Lessor and Tenant once 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; and

ii. set up the work space in the Premises so Tenant's operations can begin on the Commencement Date/Lease Term Begin Date. Tenant shall have access at least ___ weeks prior to the beginning of the Rent Commencement Date/Lease Term Begin Date for this purpose.

4. **INITIAL TERM RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the first year of the initial _-year Lease term at the following rate: The sum of _____And __/100Dollars ($_____) per annum, in equal monthly installments of _____And __/100 Dollars ($_____). The annual rental rate for the first and each subsequent year of the initial term shall be in accordance with the following schedule. Annual increases of _._% shall apply to _____.

Initial Term Rental Rate Schedule				
Begin Date	**End Date**	**Office Square Feet**	**Annual Rent**	**Monthly Rent**

The annual rent throughout the entire lease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth.

5. **RENEWAL RENTALS.** Provided that the Lessee is not then in default, this Lease may, at the option of the Lessee, be renewed for ____successive ____-year periods from and after _____ subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided written notice be given to Lessor at least __ days before the Lease would otherwise expire. The annual rental rate for the first and then each subsequent year of the renewal terms, if exercised, shall be in accordance with the following schedule. Annual increases of __% shall apply to _____.

If Exercised, Renewal Rental Rate Schedules				
Begin Date	**End Date**	**Office Square Feet**	**Annual Rent**	**Monthly Rent**
First Renewal Term				
Second Renewal Term				

Prior to the termination of the initial term of this Lease and all renewal options included herein, Lessor and Lessee may upon mutual consent and agreement negotiate terms and conditions for additional renewal periods.

6. **ASSIGNMENTS, SUBLETTING.** Lessee shall not assign this Lease in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor, which shall not be unreasonably withheld.

7. **COVENANTS OF LESSOR.** Lessor hereby covenants and agrees with Lessee as follows:

a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy or any other authorizations required by local ordinance or regulations prior to Lessee's occupancy.

b) The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.

c) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.

d) Lessor shall be responsible for the costs of all improvements necessary to meet and maintain the standards and specifications set forth in Schedules I and/or II and Exhibits A and/or B. Lessor shall maintain, at Lessor’s expense, the Premises so as to comply with all federal, state and local codes applicable to the Premises.

Lessor agrees to complete, at Lessee's sole cost and expense, any reasonable improvements to the Premises which the Lessee requests to improve the health, safety and security of the Premises, which are in excess of code requirements and not required by Schedule I and/or II.

e) In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.

f) Lessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the annual rent is fifty thousand dollars ($50,000) or more per year and the Lessor employs fifty (50) or more employees. The Lessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the Department of Administration, Division of Administrative Services, whose address and phone number are listed at the bottom of the enclosed Form DOA-3269. Instructions and technical assistance in preparing the plan are available from the Department of Administration, Division of Administrative Services and will be forwarded to the Lessor upon presentation of State of Wisconsin Form DOA-3269 attached hereto. Failure to comply with the conditions of this Item may result in the Lease being declared "Null and Void," the Lessor being declared "ineligible," or the withholding of rental payment until such time as the above cited plan is accepted.

g) The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such

asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or un-encapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the encapsulation or removal process, the Lessor shall reimburse the Lessee for all move related costs. No rent shall accrue to the Lessor during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this Lease.

h) The Lessor attests that space covered by this Lease is not owned by a state public official or state employee as defined in section 19.45, Wisconsin Statutes and Chapter ER-MRS 24 of the Wisconsin Administration Code, nor is the Lessor a business in which a state public official or state employee has any ownership, monetary or fiduciary interest.

i) For the purposes of this Lease, “Hazardous Materials, Substances, or Air Pollutants” shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Lessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Lessor will now and forever after the termination of this Lease hold Lessee harmless and indemnify the Lessee from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from Lessee’s use and occupancy of the Premises.

If during the Lessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, the Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe.

Upon determination by the Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Lessee's quiet enjoyment of the Premises exists, the Lessee may vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Lessee. If the Lessee vacates the Premises during the repair or remediation process, the Lessor shall reimburse the Lessee for all related or relocation costs and rent shall abate during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to repair or remediate the hazardous materials, substances, or air pollutants as soon as practicable as determined by the Lessee, this Lease may by written notice to the Lessor be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will immediately advise Lessee in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the Lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

j) In the event of any water damage to the Premises and/or common areas, Lessor agrees to begin the process of addressing the damage within twelve (12) hours of discovery or notification, and shall cause any water damaged (saturated, water spotted and/or dirty) materials to be dry within forty eight (48) hours of the time of discovery of such damage. If such materials are not completely dry by the end of the 48 hour period, the Lessee may require that the saturated materials (i.e. carpet, drywall, ceiling tiles, etc.) shall be removed from the premises and immediately replaced with new materials of identical quality or better quality.

k) Lessor agrees to provide prior notification and provision of material safety data sheets (MSDS) if applicable to the Tenant on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within the building of which the Premises are a part of by the Lessor, contractors or other representative of the Lessor. The project notification and MSDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.

l) The default by Lessor of any covenant or agreement contained in any paragraph or provision of this Lease, shall constitute a material default of the Lease, and shall entitle the Lessee to terminate this lease, PROVIDED, that prior to such termination, the Lessee shall notify the Lessor in writing of the nature of the default and shall grant the Lessor a period of thirty (30) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the Lessor within said thirty (30) days, the Lessee shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said thirty (30) day period, the Lessee shall waive the right to terminate for such default if corrective actions are commenced within such period and diligently pursued to completion by the Lessor.

m) Lessor shall be responsible for paying to taxing authority the real estate taxes and any assessments on the Premises.

8. **COVENANTS OF LESSEE.** Lessee hereby covenants and agrees with Lessor as follows:

a) Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.

b) At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the

rent to be paid and other conditions of this Lease, that the Lessee shall not be responsible for damage to the Premises by fire.

c) The Lessee's Tenant will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of the Department of Administration, as Lessee, and the Lessor.

d) The default by Lessee (a) If Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b) if Lessee shall be late in the performance or observance of any other agreement or condition in this Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Lessee hereby waiving all rights of redemption.

e) Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's system furniture, conventional furniture and all other Lessee personal property.

9. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, fire and casualty insurance for the building containing the Premises. Lessor also agrees to procure and maintain, during the term of this lease, commercial general liability insurance in the amount of not less than **$1.0 million each occurrence and $2.0 million general aggregate**. Under all conditions noted above, general aggregate limits are to apply on a per location basis. In addition, Lessor shall provide upon signing of the lease and thereafter annually, a certificate of insurance to Lessee evidencing such coverage by

date of occupancy. When coverage requirements are $2.0 million or greater, Lessee shall also be named as additional insured. The State of Wisconsin Self-Funded Liability and Property Programs protect the Lessee. Wisconsin Statutes provide funds to pay property and liability claims.

10. **HOLD HARMLESS**. Lessor agrees to protect, indemnify and save the State of Wisconsin harmless from and against any and all claims, and against any and all loss, cost, damage or expense, including without limitation reasonable attorneys' fees, arising out of any negligent acts of Lessor, its invitees or agents, or any failure of Lessor in any respect to comply with and perform all the requirements and provisions of this Lease.

The Lessee shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Lessee further agrees to indemnify and hold harmless the Lessor for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of, or in connection with, or occurring in connection with this Lease, where such liability is founded upon or grows out of acts or omissions of any of the Lessee's officers, employees or agents while acting within the scope of their employment, where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.`

11. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition, and as required by s. 704.07**,** Wis. Stats., throughout the term of this Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.

12. **DAMAGE OR DESTRUCTION.** In the event the Premises are partially damaged or destroyed by fire or other casualty or happening such that Lessee may continue to use a part of the Premises, Lessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction. In such event, the rental and any other obligations of Lessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the

Premises. Should Lessor fail to complete said restoration within 60 days of the partial damage or destruction, Lessee may terminate this Lease.

In the event the Premises are damaged or destroyed such that Lessee is unable to occupy the Premises (untenantable) without undue hardship and/or disruption of its business, Lessee may elect to terminate this Lease by providing Lessor written notice of such termination within 14 days after such damage or destruction, and, in that event, all rent and other obligations of the Lessee hereunder shall terminate as of the date of such damage or destruction. In the event the Premises are untenantable and Lessee does not elect to terminate this Lease, Lessor shall proceed immediately to rebuild and restore the Premises to its condition immediately prior to said damage or destruction. In the case of Lessee's election not to terminate, all rent and other obligations of the Lessee hereunder shall abate from the date of untenantability until the date Lessee retakes possession of the Premises. In the event Lessor fails to complete the restoration within 120 days of the untenantability, Lessee may terminate this Agreement.

13. **NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a postpaid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessor: ----------

Rent sent to: Same as above

If to Lessee: State Leasing Officer
Wisconsin Department of Administration
101 E. Wilson Street, 7th Floor
P.O. Box 7866

Madison, WI 53707-7866

14. FUNDING. The payment of rents under this Lease is subject to the availability of funds that may lawfully be used for such payment. As a result, the Lease does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution. The continuation of this Lease beyond the limits of the funds already available is contingent upon the future availability of funds to support the payment of rent for the programs housed in the facility covered by this Lease. In the event such funding is not made available to the program or programs involved, the Lessee may at its option and upon sixty (60) days prior written notice to the Lessor, terminate this Lease. Use beyond the limits of the funds already available is contingent upon the future availability of funds.

15. RIGHT TO LEASE ADJACENT SPACE. Lessee may lease any available adjacent space at any time during the term of this Lease or renewal options. Improvements for such space will be of the same nature and quality as that of the space contained herein. Such additional space shall be made available under mutually agreeable terms, conditions, and rental rate as mutually agreed upon. Such additional space may be added to this Lease via a letter of addendum.

16. BROKERS. Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.

17. HOLDING OVER. If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.

18. SUBORDINATION. This Lease shall be subordinate to any and all mortgages hereafter placed against the Premises by Lessor, provided that any such mortgage (or a separate written agreement, in recordable form, from the mortgagee in favor of and delivered to the Lessee) contains provisions to the effect that, so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be made a party defendant, that Lessee's possession of the Premises will not be disturbed and

that Lessee's Leasehold estate will not be affected, impaired, or terminated by any such action or proceeding or by any judgment, order, sale or conveyance made or rendered therein or pursuant thereto, so long as (at the time of the commencement of such action or foreclosure proceeding or during the pendency thereof) Lessee is not in default under the terms, covenants, and conditions of this Lease beyond any grace period provided in this Lease for curing same.

19. **FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

20. **EMINENT DOMAIN.** In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease.

In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.

In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

21. **CONSTRUCTION OF IMPROVEMENTS.** On or before the Term Begin Date/Rent Commencement Date, unless such date is extended by mutual written consent, Lessor shall complete or cause to be

completed certain building improvements, all as more specifically set forth in Exhibit B (floor plan) and Exhibit C (scope of work) attached hereto and incorporated by reference. In the event that this Lessor's work is not completed by the Commencement Date, or an alternate date mutually agreed to by both parties to this Lease, then Lessee may contract directly for this work, and shall with 30-days' notice to the Lessor, deduct the cost of this work from the next, and any subsequent as needed, month's rent payment. Lessee, through its authorized agents only, may, at its option, revise said building improvements prior to commencement of construction and request changes during construction, provided, however, that such changes must first be approved by Lessor. The method and amount of payment by Lessee for any increase or decrease in costs, if applicable, resulting from said changes in construction shall be negotiated between the parties and documented in writing at the time of said requested changes. The Lessor/contractors shall comply with prevailing wage requirements by s. 103.49, Wis. Stats., if the cost of construction is greater than $100,000 and if more than one trade is required to complete the entire project. If a single-trade project, the cost of construction must be $48,000 or more.

22. **LESSEE COSTS.** Lessee shall be responsible for the monthly phone and data costs for the Premises.

23. **CAPTIONS.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.

24. **AUTHORIZATION, BINDING EFFECT.** This Lease, together with all amending instructions subsequent thereto (collectively, the "Lease"), is not valid or effective for any purpose until approved by the Governor or his delegate, the Secretary of the Department of Administration, and no work is authorized until the Lease is fully executed.

25. **WAIVER.** The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.

26. **CHOICE OF LAW.** This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin.

27. **EXECUTED LEASE.** This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written or the date of the last signature below, whichever is later.

LESSOR:

_____

In presence of:

_____ By: _____

_____ _____
Printed Name, Title Printed Name, Title

Dated: _____

LESSEE:

State of Wisconsin

By: _____

CHRIS SCHOENHERR

DEPUTY SECRETARY
DEPARTMENT OF ADMINISTRATION

Dated: _____

File No. XXX-XXX

SCHEDULE I

LESSOR'S RESPONSIBILITIES

The Lessor 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 73 hours per week (M-F 6AM to 7PM and Sat. 7AM to 3PM) as follows:

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

The temperature range during unoccupied times (generally 7 p.m. to 6 a.m.) may be varied by up to +/- 10° 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 to meet:

Seasonal set points shall be as follows:

Summer: 76 Degrees (+/- 2 degrees) and humidity of 50% (+/- 10%)

Winter: 70 Degrees (+/- 2 degrees) and humidity level of 25% (+/-5%)

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. All air-handling equipment filters are changed 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. Thermostat locations in open office area to be 70" AFF.

l. Thermostat locations in all enclosed rooms to be above light switch, unless zoning does not allow.

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 kitchenettes, 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 (10) master keys for entrance doors. Keys should be stamped with "Do Not Duplicate."

7. At Lessor's cost provide Water and Sewer & Heat and Air conditioning.

8. At Lessor's cost provide electricity for lights and other electrical equipment necessary for operation of the Premises.

9. At Lessor's cost 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. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.

13. JANITORIAL SERVICES 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.

All Janitorial services must be completed during regular business hours (4:00 pm – 7:00 pm). Special services (such as carpet cleaning) must be scheduled in advanced with tenant.

Lessee reserves the right to conduct background checks on all janitorial staff.

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.

14. Provide signage, suite identification, and any other Lessor provided signage consistent with others in the Building (this does not include Tenant's own exterior signage.)

15. 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 6:00 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.

16. If Lessee exercises the first renewal period, Lessor will at Lessor's cost repaint the demised area as needed during the seventh year of occupancy. Lessor will, at Lessor's sole cost, re-carpet the demised area at least by the seventh year of

occupancy. Lessor is responsible for moving Tenant's furniture and equipment as required for the painting and installation and/or repair of carpeting.

17. In the event the Lessor does not furnish the aforementioned services and items in this Schedule or the demised Premises are untenantable 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.

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.

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: may be finished, painted drywall
   c. Computer server room must be sealed to structure with no penetrations.
   d. Finished height: Ideal 8'6" to 9' (minimum of 8' up to12' maximum). Unless specifically noted. (Room size and open area dependent.)
   e. Attic stock: Provide approximately 4% of ceiling tile

2. **Floors**: All floors will be level
   a. New carpeting shall comply with the current VOC limits of the Carpet and Rug Institute's Green Label Indoor Air Quality Test Program.
   b. Offices, clerical area, conference rooms, training rooms, waiting areas (unless otherwise specified below): Carpet tile: 28-30 oz., tufted, min. average tuft bind 10-12 lbs., average FHA density 4500-5599, pile must be ADA compliant.
   c. Restrooms: Ceramic floor tile with ceramic cove base.
   d. Breakroom, vending machine areas, storage room, copier rooms, mail rooms, data/phone closet, etc.: vinyl tile or sheet goods.
   e. Vestibule/lobby: Ceramic floor tile with walk-off mats.
   f. Loading dock, mechanical rooms: Sealed concrete floors.
   g. IT Server Room: Raised flooring with hard surface floor as provided by flooring system vendor.
   h. Large PC training Room: Stadium seating with platform for instructor.
   i. Cove Base: (unless wood or carpet is preferred by Lessor) all spaces, except where ceramic flooring is used, 4" x 1/8" vinyl cove base.
   j. Lessor will, at Lessor's sole cost, repair the carpet tile as needed and replace tile as needed at least by the seventh year of occupancy if the first 5-year renewal option has been exercised. Lessor, at Lessor's sole cost, is responsible for moving Lessee's furniture and equipment as required for the installation and/or repair of carpeting. The Lessor will provide at lease commencement a 4% attic stock.

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. Newly constructed walls should obtain an STC rating of 50 or greater.

c. All interior walls to be insulated for sound abatement
d. Walls to extend to finished ceiling
e. Walls at conference rooms and hearing rooms should be insulated above the ceiling
f. Walls in computer server room must extend to building structure with no penetrations
g. Provide expansion joints as necessary
h. All walls, both new and existing, to receive painted finish of sealer coat and two finish coats of semi-gloss or orange peel, eggshell textured finish.
i. Corner guards: provide 44" guards on all outside corners and columns, color clear or match wall color
j. Restrooms: Desirable to include 48" wainscoting of ceramic wall tile or other hard washable surface.
k. Provide touch-up painting after move-in.
l. The Lessor will hang/install bulletin boards, pictures, tack strips, chalkboards, screens, etc. as provided by the Tenant.
m. Lessor will at Lessor's cost repaint the demised area as needed during the seventh year of occupancy if the first 5-year renewal option has been exercised. The Lessor is responsible for moving Lessee's furniture and equipment as required for the painting.

4. Doors, door frames, hardware:

a. The primary accessible entry doors will 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, unless otherwise noted.
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, non-rising or spot welded pin hinges.
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 3 keys per lockset
e. All solid core doors to be warranted from warpage and defect for 1 year from occupancy.
f. The doors in the entry areas, offices, conference rooms, hearing rooms, training rooms shall have a window or sidelight window.

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
d. All windows and skylights, etc. must be locking.

6. 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 to meet:

Seasonal set points shall be as follows:

Summer: 76 Degrees (+/- 2 degrees) and humidity of 50% (+/- 10%)

Winter: 70 Degrees (+/- 2 degrees) and humidity level of 25% (+/-5%)

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. All air-handling equipment filters are changed 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. Thermostat locations in open office area to be 70" AFF.

l. Thermostat locations in all enclosed rooms to be above light switch, unless zoning does not allow.

m. The use of non-tenant adjustable thermostats or locking thermostat covers.

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, including all storage rooms, offices, file rooms, and conference rooms shall have a minimum number of duplex electrical outlets (as required by code) and a minimum of 2 each telephone and data outlets, unless otherwise noted.

b. Standard office requirements shall include provisions for copiers, faxes, computers and related equipment, and other standard office equipment. Where noted in the summarized room requirements, copiers & printers must be on separate circuits from other equipment.

c. Electrical installation shall be everything for an end-to-end installation including all wiring, junction boxes, conduit, grounding, switches, panel boxes, circuits, switch plates, faceplates, receptacles, etc.

d. Dining/vending areas, kitchenettes and lactation room shall have sufficient outlets & circuits for refrigerators, microwaves, vending machines coffee makers, and water/ice machine, as noted in the summarized room requirements of the RFP.

e. Data/telecom room shall have all electrical specifications listed under room requirements in Section VI, line L.

f. Provide 2" x 4" electrical boxes with ¾" conduit stubs into ceiling for projector locations. Cabling for these locations provided by lessee-approved sub-contractor.

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 all cabinets.

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 as much as practical (occupancy sensors shall typically be used for required automatic light shut off instead of central time-clock controls or central energy management system control). Consider their use in all restrooms, interview rooms, conference rooms, individual officers, and corridors.

9. **Data and Telephone Voice and Data Cabling: Wiring Conduits**:

a. Voice and data cabling shall be provided and installed by Lessor.

b. Each room will have at least two voice/data outlets, with state standard of one voice and one data jack per outlet. Data/Voice specifications listed under room requirements are as noted in Section VI.

c. Conduit, raceways or clear paths will be provided from the wiring closet to the ceiling area of each room in the demised area to accommodate the voice/data cables.

d. Lessor to make the telephone company demarcation point accessible to tenant for purposes of extending telecommunications cabling to the tenant's wiring closet.

e. The contractor, retained by the proposer, shall provide all labor and materials necessary to construct a Structured Voice and Data cabling system that meets the TIA/EIS 568 structured cables specifications. This includes, but is not limited to, furnishing and installing cable, cable supports, innerduct, racking and termination components, termination, testing, labeling and documentation.

f. At the Telecommunications room data cable terminations shall be rack mounted patch panels. The Telephone Patch Panel shall consist of a Modular to 110-type connector system.

g. At the Telecommunications room(s) and the (Main Distribution Frame (MDF) or de-mark) Main Equipment Room, each Horizontal Voice Cable shall be terminated on high density 110 blocks. Wall mounted patch panels and terminal blocks must be mounted on a prepared surface consisting of 5/8 inch plywood securely fastened to the building walls. All six surfaces of the plywood must be painted with fire retardant paint.

h. The proposer shall provide BACKBONE (RISER AND TIE) for both the voice and data cabling between the de-mark Entrance room and each Telecommunications room. The voice Backbone shall be sized so that each horizontal voice cable can be dedicated to the entrance room.

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

a. The counters will have upper and lower cabinetry with 2 adjustable shelves in each section, all having laminated fronts, countertop and splashguard.

b. Provide all coat closets with shelf and rod.

11. Plumbing:

a. All rest room 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 janitor closet.

d. Water will be available if needed for connection to coffee vending machines and refrigerator and water/ice machine in dining/vending areas, kitchenettes and lactation room.

e. Provide a floor drain in dining/vending areas & kitchenettes for water/ice machine and in central supply room for dehumidifier.

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. Provide door locks as required by Section VI SUMMARIZED ROOM REQUIREMENTS.

c. An integrated security and card access system will be installed and maintained by the Lessee that is compatible with and be part of the Capitol Police Software House CCure8000 system. Access control panels shall be Software House iStar panels; new and of the latest design. http://www.swhouse.com/products/hardware_home.aspx Card readers shall be HID 125 KHz Proximity readers. The specific model for each door shall be selected to be the most appropriate for each door. http://www.hidglobal.com/technology.php?tech_cat=t&subcat_id=10. Access cards shall be HID ISO Prox Model 1386 cards in the State of Wisconsin Corporate 1000 format, H10389. http://www.hidglobal.com/technology.php?tech_cat=1&subcat_id=9. 500 cards to be provided. Monitoring of all exterior doors, all lobby doors except for rest rooms, all reception area doors and card access doors. This system can be monitored & controlled through the State of Wisconsin's Capitol Police. Items on the system will be doors with access card control and monitoring of alarms (intrusion/heat), local alarm lights and local alarm horns.

d. All exterior doors are monitored & most are under card access.

e. Card access points are needed at the separation of public spaces and office space.

f. Card access and wiring will be needed in the server room.

13. Exterior of Building and Landscaping:

a. Provide landscape as necessary or required by city ordinance.

b. Provide sufficient parking spaces. Parking areas to be paved and striped and complying will 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 address which is visible from the main street as requested by tenant.

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**:

a. Provide, hardwire install, and maintain smoke/heat detectors with local fire alarm pull stations, all connected to strobe and audible alarms meeting ADA guidelines, and any other detectors and enunciators <u>if required by any government codes and regulations</u>.

b. Provide, install, and maintain fire extinguishers as required by all governing codes and regulations and Underwriters Lab (UL) recommendations.

16. **Other Requirements**:

a. Provide safe drinking water with hot and cold running water for restrooms, counter(s) and janitors sink.

b. Heat and air conditioning costs

c. Furnish, install, and replace light bulbs, fluorescent tubes, starters, ballasts or transformers.

d. Water and sewer costs.

e. Provide electricity for lights and other electrical equipment necessary for operation.

f. Furnish building occupancy or use permit if required.

17. **Plans/Submittals**: <u>Prior to commencement of any work, Lessor shall submit to the Department of Administration, and the Department of Health Services, preliminary plans for review and signature</u>, 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