RFP No. 505-118

REQUEST FOR PROPOSAL (RFP)

FOR THE LEASING OF A STORAGE FACILITY

TO BE OCCUPIED BY THE

State of Wisconsin

DEPARTMENT OF ADMINISTRATION (DOA)

WITHIN DANE COUNTY

Issued:  June 21, 2022

Proposals Due by:  2:00pm CT, July 26, 2022

PREPARED BY:

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF FACILITIES DEVELOPMENT & MANAGEMENT
101 EAST WILSON STREET, 7TH FLOOR
MADISON, WISCONSIN, 53707-7866
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I. PROJECT OVERVIEW

A. PROJECT SCOPE

The State of Wisconsin’s Department of Administration, Division of Facilities and Transportation Services (DFTS) desires to lease 15,000 to 20,000 rentable square feet of conditioned storage space for record files. The lease will be structured as a gross lease with a 3-year initial lease term and five 1-year renewal options. The facility must be located in or near the City of Madison as depicted on Exhibit B, Preferred Area Map. The storage facility must have temperature and humidity control, access to a restroom, a truck loading dock with leveler or lift, breakroom, and one office space. The Department of Administration will provide shelving for the record files.

II. SELECTION AND AWARD PROCESS

A. SCHEDULE

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>RFP Posted</td>
<td>June 21, 2022</td>
</tr>
<tr>
<td>Requests for Clarification due by 5:00 PM CT</td>
<td>July 5, 2022</td>
</tr>
<tr>
<td>Clarification Responses Posted</td>
<td>July 19, 2022</td>
</tr>
<tr>
<td>Proposals Due By 2:00 PM CT (Due Date)</td>
<td>July 26, 2022</td>
</tr>
<tr>
<td>Selection Committee Screening of Proposals</td>
<td>Approximately 1 to 2 weeks</td>
</tr>
<tr>
<td>Notification of Short-Listed Proposers</td>
<td>Approximately 1 to 2 weeks</td>
</tr>
<tr>
<td>Best and Final Offer (BAFO) DUE</td>
<td>Approximately 1 to 2 weeks</td>
</tr>
<tr>
<td>Letter of Intent</td>
<td>Approximately 1 to 2 weeks</td>
</tr>
<tr>
<td>Building Commission</td>
<td>TBD</td>
</tr>
<tr>
<td>Lease Execution</td>
<td>TBD</td>
</tr>
<tr>
<td>Targeted Tenant Access Date</td>
<td>September 1, 2022</td>
</tr>
<tr>
<td>Targeted Occupancy Date</td>
<td>October 1, 2022</td>
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B. PROPOSERS QUESTIONS AND DOA RESPONSES
On or before 5:00 PM CT on July 5, 2022, proposers may submit written requests of clarification of this RFP and/or questions utilizing the form provided in Appendix 5. Submit the completed form via email to doarealestateinfo@wisconsin.gov. Please reference the RFP number in the subject line of the email.

Written responses to properly submitted relevant requests will be posted by July 19, 2022 on the following website:


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

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

C. SELECTION AND AWARD PROCESS
All Proposals submitted in response to this Request for Proposal will be graded by the Selection Committee. The Committee consists of DOA representatives. The final selection will be made by the Secretary of the Department of Administration. DOA reserves the right to independently identify suitable properties and directly solicit Proposals that meet the criteria set forth in the RFP.

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

Part One: Initial Screening
Proposers must submit their Proposals by due date and meet the RFP requirements designated in Section III. Proposals not meeting the RFP requirements will not be graded and will be eliminated from consideration.

Part Two: Evaluation of Revised Offers
Proposers submitting Proposals meeting the RFP requirements (Qualified Proposers) will be notified and provided with additional questions to clarify the terms of their Proposals (if necessary). The Qualified Proposers will submit revised Proposals including answers to questions (Revised Proposals). The Selection Committee will review the Revised Proposals based upon the criteria listed in Section III C. DOA may request presentations, conduct site visits, and/or request additional information in order to evaluate, score and choose Proposers to continue to Part Three of the Selection Process.

The Selection Committee will select up to five Proposers with the highest total scores from Part Two and ask each to submit a Best and Final Offer (BAFO). The request may include an in-person meeting, as well as additional clarification on responses.

Part Three: Final Evaluation
The Selection Committee will score the BAFO responses and recommend the proposal or proposals that best meet the needs of the State of Wisconsin, to the Secretary of the Department of Administration for review and selection. The Secretary may choose from the recommended proposals(s) or determine no selection and send the RFP back to the Selection Committee for additional information and/or further review. While the purchase price of each Proposal will be heavily weighted, the final selection may not necessarily be the lowest cost Proposal. Selection will also be based upon criteria which best meets the needs of the State of Wisconsin and provides the best value to State Taxpayers.
The State reserves the right to modify, amend and/or cancel this RFP at any time and reject any and all Proposals at its sole discretion.

Letter of Intent (LOI):
After the final selection is made, the State will send a Letter of Intent to the selected Proposer. Further clarification, explanation of costs, negotiation, lease terms, and final plans will be requested. Should the State be unable to negotiate a lease with the selected Proposer, the State reserves the right to cancel the selection and negotiate with another Proposer. This is not a fixed-bid Proposal and all items are subject to further negotiations by either party. Considerations for variances to the specifications of this RFP may be given to spaces with “as is” conditions that may prohibit exact conformance to the specifications. A thorough explanation of the variances and the “as is” conditions contributing to the variance must be supplied by the Proposer.

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

III. PROPOSAL SUBMITTAL REQUIREMENTS

A. SUBMISSION
In responding to this RFP, Proposers must use the attached Proposer’s Response Sheet and submit either hard copies, or – electronically as described below:

- Submission of four (4) printed hard copies of the Proposal, including a space plan.
- Submission of one (1) electronic PDF copy of the Proposal, including a space plan via email to doarealestateinfo@wisconsin.gov.

Proposals are due on or before 2:00 PM CT on July 26, 2022 (Due Date)
Sealed copies of the Proposals shall be hand delivered to the drop box in front of the State of Wisconsin Administration Building located 101 East Wilson Street, Madison, WI, or delivered by U.S. Mail to the address below and marked as follows:

RFP #505-118
State of Wisconsin, Department of Administration
Division of Facilities and Transportation Services
101 E. Wilson Street, 7th Floor (53703)
P.O. Box 7866
Madison, WI 53707-7866

Proposers must allow sufficient time for delivery of their Proposals by the date and time specified. Proposals received after the due date and time will not be accepted. Upon receipt, they will be marked late, remain unopened and be returned to the sender.

B. FORMAT
- Proposals should be printed on single sided 8 ½”x11” paper, either portrait or landscape. For legibility purposes, plans, schedules or other relevant proposal documents may be printed on 11”x17” paper, but folded to be equivalent to 8 ½”x11” paper.
C. CRITERIA
Proposals will be evaluated on the requirements contained in this RFP. The following are the primary evaluation criteria:

1. Lease Terms and Conditions
2. Location Attributes and site information
3. Facility Details and layout
4. Schedule – Targeted Occupancy

D. PROPOSAL CONTENT
The Proposal must meet at a minimum, the standards and requirements listed herein, including the language of the attached State of Wisconsin standard lease document (to be modified by the specific terms and conditions pertinent to this RFP). **It is mandatory that all proposers utilize the attached Proposer’s Response Sheet (Appendix 6);** and include the specific information, plans/drawings, specifications, and schedules required for their response, as listed below:

Note: In the event each item listed below is not addressed in the Proposal, the Proposal will receive zero points for that item in the scoring criteria.

1. A fully completed “Proposer’s Response Sheet.” Supply documentation if available, supporting each of the cost elements, as noted, other than the base building rate.
2. Information for each firm on the Proposer’s Team, including the Company name, contact person, business address, phone number, email address and website (if applicable).
3. If this is a build-to-suit response, information on team members should also include number of years in business and relevant experience related to this type and size of project.
4. A rendering, sketch, and/or photo illustrating the exterior views of the building.
5. A site plan indicating parking, including number and type of available spots, ingress/egress, loading dock(s), lighting, sidewalk, trash locations, and existing and proposed landscaping.
6. Include with proposal a marked map with the proposed building location.
7. A 1/8” scale floor plan with a preliminary proposed layout. This plan should include dimensions and record file shelving. See Exhibit A for a sample floor plan.
8. Provide a breakdown of tenant improvement costs and operating expenses as indicated on the Proposer’s Response Sheet. All building construction and tenant improvement costs are the responsibility of the Proposer and should be considered in the Proposer’s response. If applicable, additional items (furniture, security, cabling, and move costs) may also be required.
9. A construction schedule and timeline for tenant improvements (TI's) from the fully executed lease to tenant occupancy.
10. A list of the areas, systems or critical characteristics in the Program Requirements evaluation criteria where the proposal exceeds the minimum requirements or does not meet the minimum requirements.
IV. OTHER CONSIDERATIONS AND RESERVATION OF RIGHTS

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

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

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

1. Pre-development and Development Costs
The State is not liable for any costs incurred by a Proposer in replying to this RFP.

In addition, Proposers should be aware of the following:

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

2. Selection Non-Binding
The State’s selection of a Proposer indicates only its intent to negotiate with the selected Proposer. The selection does not constitute a commitment by the State to execute a final agreement or contract with that Proposer. Proposers therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on any action by the State, or its contractor, representative, or employees’ actions for any costs or liabilities incurred as a result of responding to this RFP.
3. **Communications with Media, Government Agencies, and Community**
Proposers shall not initiate or pursue any discussions or communications with the media, government agencies, and/or the community without first coordinating with and receiving the approval of the State.

4. **Wisconsin Open Records Law**
All information in a Proposer’s Proposal is subject to the provisions of the Wisconsin Open Records Law (Wisconsin Stat. 19.31 et seq.). Any information or data in the Proposal that the Proposer claims as proprietary and confidential and should not be disclosed by the State to third parties shall be clearly identified in their Proposal (each page shall be marked as "Proprietary and Confidential") and specified on the Designation of Confidential and Proprietary Information Form as provided in Appendix 8 of this RFP. Exception: Prices within proposals are always open record ‘after’ the lease agreement is awarded and fully executed.

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

C. **STATE BUILDING COMMISSION APPROVAL**

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

- State of Wisconsin Building Commission policies require compatibility with local, jurisdictional governments in their long-range planning, economic development and zoning efforts. Failure to consider and address local zoning and municipal planning efforts your proposal may lead to disqualification.

- The State of Wisconsin Building Commission, in the effort to support local government planning, zoning and economic development, will consider recommendations from local officials as to the placement and use of State offices. Proposers should be aware that local official and community input may be sought by the Building Commission and can be a factor in the approval process.

- The local and/or county officials support may impact the approval of any project and their support does not guarantee approval of the State of Wisconsin Building Commission.
V. APPENDICES

APPENDIX 1 – PROGRAM REQUIREMENTS AND EVALUATION CRITERIA

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

1. Lease Terms and Conditions
   a. **Lease Structure:** The lease shall be structured as a gross lease, with the Lessor providing any and all operating expenses.
   b. **Lease Term:** 3-year initial term with five 1-year renewal options.
   c. **Lease Rental Rate:** The quoted lease rate shall be applied to the total rentable square footage, as measured using building Owners and Managers Association (BOMA) standards. The proposed rental rate must include base rate, tenant improvement amortization (if applicable) and estimates of all operating expenses, including but not limited to building maintenance, common area maintenance (CAM), insurance, HVAC operation costs, snow removal, landscaping, trash removal, natural gas, electricity, water and sewer, real estate and other taxes, and janitorial services.
   d. **Access Prior to Occupancy:** DOA and/or DOA’s vendors shall have access to the Premises during the period Lessor is constructing improvements. Exact timing to be determined by Lessor and Lessee after Lessor’s construction schedule is finalized. DOA and/or DOA vendors shall not interfere with Lessor’s contractor or cause an unreasonable delay to the Lessor’s construction schedule.
   e. **Occupancy Date:** Provide timeline for completion of build out and occupancy certificate. Indicate your certainty of meeting the targeted occupancy date set forth in Section IIA above.

2. Locational Attributes and Site Information
   a. The **Preferred Area** of the site location must be within a geographic area that is within the state of Wisconsin, in or near the City of Madison as depicted in Exhibit B, Preferred Area Map.
   b. The site should have access to major roads, easily located with minimal turns, and readily visible.
   c. Preference will be given to proposals located within the Preferred Area.

3. Facility Details and Layout
   a. **Quality and Flexibility of Building and Design:**
      i. The building can accommodate the requirements contained in this RFP.
   b. **Safety and Accessibility Requirements:**
      i. 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, 361-365 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.
      ii. **Alarm systems:** Lessor will provide digital alarm systems for intrusion, fire, smoke and carbon
monoxide detection.

iii. Access Control System: Lessor will provide an electronic Access Control System and electronic and keyed door locks using the CCure 9000 system

c. Design Services:
   i. The proposer will provide the architectural and/or space design services required as the project is implemented. These services will include preliminary schematics, plans and documents based on the building plan, consistent with the square footage requirements and best practices of efficient design, developed in coordination with the DOA.

d. Building Sustainability:
   i. Additional consideration will be given to those respondents that incorporate sustainable construction and development practices including water conservation, energy efficiency, material selection and indoor environmental quality, consistent with standards such as a LEED, Green Globes, or other widely recognized environmental design standards. The State of Wisconsin sustainability guidelines are located at: https://doa.wi.gov/Pages/DoingBusiness/Sustainability.aspx

APPENDIX 2 – GENERAL ROOM REQUIREMENTS

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Type</th>
<th>Quantity</th>
<th>Total Sq. Ft.</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Records Storage/Docking Area</td>
<td>Area</td>
<td>1</td>
<td>12,000</td>
<td></td>
</tr>
<tr>
<td>Unisex Restroom</td>
<td>Room</td>
<td>1</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>Break Room</td>
<td>Room</td>
<td>1</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>Office</td>
<td>Room/Area</td>
<td>1</td>
<td>120</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>12,320</td>
<td></td>
</tr>
<tr>
<td>Estimated Circulation</td>
<td></td>
<td></td>
<td>6,357</td>
<td>Approximately 49%</td>
</tr>
<tr>
<td>Total Estimated Usable Sq. Ft.</td>
<td></td>
<td></td>
<td>18,677</td>
<td></td>
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</table>
APPENDIX 3 – SUMMARIZED ROOM REQUIREMENTS

In addition to the comments in the list above, the following is a list by room, highlighting specialized and/or unique features, fixtures or construction required, and is not necessarily all-inclusive. Please see Schedule II – CONSTRUCTION REQUIREMENTS for more details and specifications.

A. **Records storage/Docking Area:**
   It is preferred that the records storage area is one open space. One surveillance camera shall be installed in the open records storage area. The docking area should have a standard dock height of 48”, with ability to maneuver a medium duty straight truck in the outside dock area. The dock door requirement is 8’x8’, a dock lever/plate with extending lip, and the ability to move pallets weighing 1400 lbs. with an electric or hand operated pallet jack. If possible, the dock door would be equipped with an opener, a power dock lever/plate, and enough room to store stack of empty 48 x 48 pallets.

B. **Unisex Restroom:**
   ADA compliant restroom with a water closet and sink.

C. **Break Room:**
   This room will contain a minimum of 6 linear feet of counter space with cabinets above and below, a hot/cold water single compartment sink, adequate outlets, circuits and waterlines to allow for a UC refrigerator, coffee pot, and microwave. All appliances to be provided by Lessor. The doors to this room must have a sidelight or a window cut into the door.

D. **Office:**
   The private office layout should allow for Lessee provided desk and computer return in addition to a small table and chairs for meetings. The private office must have a sidelight or a window cut in the door to allow for transfer of light.

E. **Entrance to leased Premises:**
   All doors leading into the leased Premises shall have a card reader that can be connected to a CCURE 9000 system.
Exhibit A – Sample Floor Plan
APPENDIX 5 – FORM TO SUBMIT PROPOSER’S QUESTIONS

STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION
REQUEST FOR PROPOSAL No. 505-118

Instructions: On or before 5:00 CT, July 5, 2022, Proposers may submit written requests for clarification of this RFP and/or questions to the DOA by utilizing this form. Please submit the completed form via email to doarealestateinfo@wisconsin.gov. Written responses to properly submitted relevant requests for clarification and/or questions from Proposers will be posted by the DOA on the following website: https://doa.wi.gov/Pages/DoingBusiness/Current-Real-Estate-RFPs-and-RFIs.aspx on or before July 19, 2022. Solicitation of information from the State, DOA, or tenant agency personnel other than through this form and process is prohibited and may result in disqualification of the Proposer.

**

Contact Information: All fields must be completed by the Proposer submitting the form.

Name (Please Print): __________________________________________________________________________

Proposer Team: ______________________________________________________________________________

Company/Affiliation: _________________________________________________________________________

Email Address: _______________________________________________________________________________

Telephone Number: __________________________________________________________________________

<table>
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<th>RFP Section/Appendix</th>
<th>Page No.</th>
<th>Request for Clarification and/or Question</th>
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APPENDIX 6 – PROPOSER’S RESPONSE SHEET

Proposed Building Address_______________________________________________ Proposal Date________________

RENTAL RATE PROPOSAL:

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

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

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

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

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

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

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

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

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

   1) Total Premises Build out Costs $_______ $_______/sq. ft.
   2) Moving Costs (if requested) $_______ $_______/sq. ft.
   3) Shelving Installation Costs (if requested) $_______ $_______/sq. ft.

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

   1) Tenant Improvement Allowance $(_______) $_______/sq. ft.
   2) Moving Costs Allowance $(_______) $_______/sq. ft.
   3) Shelving Installation Costs Allowance $(_______) $_______/sq. ft.

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

Notes: 1) The State requires a full-service, gross lease with any and all operating expenses included in the Gross Rental Rate.

2) Tenant Improvements above include Premises Build out costs, furniture & installation costs & moving costs. Provide total costs for each expense type and provide the applicable rent per rentable square foot included in the annual Gross Rental Rate.

3) All lines above must be completed. Place “N/A” for any terms that are not applicable.

III. TERMS AND CONDITIONS:

A) Length of Lease (Initial Lease Term) Three (3) years

B) Annual Escalator, if any (shall not apply to Net Tenant Improvements) _______%

C) Renewal Options Five 1-year options
D) Renewal Rental Rate – Initial Year (do not include Net Tenant Improvement Costs)  
   $____/rentable sq. ft.  

E) Pre-Tenant Access Date  
   One month prior to Tenant Access Date  

F) Tenant Access Date  
G) Occupancy Date  
   _______ ___, 20___  

H) # of Free Months of Rent Offered, if any (based upon Gross Rental Rate)  
   ________________

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

<table>
<thead>
<tr>
<th>Lease Year</th>
<th>Annual Rent w/o Amortization</th>
<th>Tenant Improvements Amortization (if any)</th>
<th>Total Annual Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Initial Term</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
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<td>Year 1</td>
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IV. SUBMITTED BY:

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APPENDIX 7 – LINKS to STATE OF WISCONSIN SAMPLE LEASE, SCHEDULE I AND SCHEDULE II

LEASE: https://doa.wi.gov/Pages/AboutDOA/Facilities-Management.aspx

SCHEDULE I:

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

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

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<td>76 Degrees (+/- 2o)</td>
<td>70 Degrees (+/- 2o)</td>
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<td>50% Humidity Level (+/- 10%)</td>
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   The temperature range during unoccupied times (generally 6 p.m. to 6 a.m.) may be varied by up to +/- 10o 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 62.1-2016, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2016 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2016 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.

   Lessor shall meet the following requirements:

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

4. Provide safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
5. All areas to have ambient light level of 50 foot-candles throughout the demised area with 70 foot-candles at desktop. Provide a minimum of 30 foot-candles in corridors. Provide a minimum of 1 foot candle security lighting for on premise parking areas.

6. Provide two master keys for entrance doors.

7. Provide Water and Sewer & Heat and Air conditioning.

8. Provide electricity for lights and other electrical equipment necessary for operation of the Premises.

9. Furnish, install and replace during the term of this Lease and any extension thereof, LED light bulbs, 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, 361-365, 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. All demised and common areas, 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, 361-365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and ANSI A117.1.

11. Furnish building occupancy or use permit(s) if required.

12. Provide walk-off mats at each entrance. Replace as needed when worn.

13. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.

14. Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Lessee. Proper disposal of materials shall comply with sections 16.15(3) and 287 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 and Lessee further agree to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.

15. Lessee shall retain the right to do background checks at any time and reserves the right to approve or disapprove permission to enter the Premises of any vendor, contractor or others.

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

17. **AREA AND FREQUENCY INDICATION:**

**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
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.

PUBLIC HEALTH EMERGENCY CLEANING

In addition to the forgoing cleaning requirements, in the event that the federal, state, or applicable local government issues an order or declares a public health emergency in the geographic region encompassing the Premises to prevent the spread of a communicable disease, Lessor shall perform any applicable additional cleaning measures recommended by such authority(ies) to prevent the spread of a communicable disease, including, without limitation, changes to the frequency or scope of cleaning and the use of cleaning chemicals meeting particular standards. In addition, Lessor shall, in the event of such an order or declaration of a public health emergency, direct all of its staff and contractors (including, but not limited to, janitorial staff and contractors) to comply with any reasonable precautions recommended by the such authority(ies) in order to prevent the spread of a communicable disease. The foregoing additional cleaning measures and precautions shall be required for the duration of the declared public health emergency or for the period specified in such order, and for such reasonable time thereafter as Lessee may request.

Lessee will reimburse Lessor for the reasonable out-of-pocket cost to Lessor of the additional cleaning above the base cleaning required under this Lease after receipt by Lessee of paid written invoices that detail the additional charges. Such invoices shall be submitted regularly by Lessor, but in no event more frequently than monthly, nor less frequently than every three months.

18. Provide sufficient onsite parking, which is understood by the parties hereto to include 24/7 parking for staff and client owned vehicles.

19. Provide snow and ice control and removal. Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 6:30 AM each working day and 9:00 AM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e. individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

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

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

20. 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.

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

CONSTRUCTION REQUIREMENTS

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 & Management (DFDM) Master Specifications/Design Guidelines available at:

https://doa.wi.gov/Pages/DoingBusiness/MasterSpecsDesignGuide.aspx

1. Ceilings:
   a) Offices, 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) Areas such as restrooms may be finished, painted drywall.
   c) Finished Ceiling Height: Dependent upon room size and open area size. Ideal 8'6" to 9' in office, breakroom and bathroom. File area to be 15' minimum.

2. Floors:
   All floors will be level
   a) Office: Carpet tile: 24 oz./sq. yd., level loop, manufacture standard composition materials for primary back with water resistant, mildew resistant adhesive as recommended by carpet tile manufacturer. Pile must be ADA compliant.
   b) Restrooms: Ceramic floor tile.
   c) Breakroom- vinyl tile or sheet goods.
   d) Vestibule/lobby: provide recessed mats similar to DecoGard "Pedi mat".
   e) Cove Base: Provide 4" vinyl cove base wherever carpet and vinyl flooring is used.
   f) File Storage area should be sealed concrete.

3. Walls:
   a) All new walls to be drywall: one layer 1/2" or 5/8" type X gypsum wallboard applied to each side of 3-5/8" metal or wood studs; with 1" type S drywall screws 8" on center, to vertical edges and 12" on center to intermediate studs. Stagger joints on each side.
   b) All interior walls to be insulated for sound abatement.
   c) Walls to extend to finished ceiling except for restrooms which should be finished to the floor deck.
   d) Provide expansion joints as necessary.
   e) All walls to receive painted finish of one primer coat and two finish coats of semi-gloss or eggshell with an orange peel finish.
   f) Corner guards: provide 44" guards on all outside corners and columns, color clear or match wall color.
   g) Restrooms: Provide 48" wainscoting of ceramic wall tile or other hard washable surface.
   h) Provide touch-up painting thirty (30) days after move-in.

4. Doors, door frames, hardware:
   a) The primary accessible entry doors may require ADA compliant power door openers.
   b) All interior doors: solid core construction, 3'-0" x 6'-8" x 1-3/4", SLC-5 construction (glue-blocked, 5 ply), stained and varnished.
   c) Exterior metal doors, all door frames, window frames: 16 gauge, 2" width, shall be factory painted or 1 coat primer, 2 coats satin enamel
   d) All doors to have appropriate ADA compliant hardware including but not limited to: ADA compliant levers, pulls, panic hardware, compatible latches; kick-plates for restroom and service room doors; wall/floor stops, door silencers; ADA compliant closures for all exterior entrance/exit, suite and
5. **Windows:** It is desirable that at least 10% of the entire area have direct natural lighting. This may be accomplished by using skylights.
   
   a) All new exterior windows shall be insulated Low-E glass
   b) All exterior windows shall have mini-blinds.
   c) Windows may be either fixed or operable.

6. **Heating, Air conditioning, plumbing and ventilation:**

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

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

   a) Each enclosed room shall have a minimum one duplex electrical outlets every 12 lineal feet and a minimum of two telephone and data outlets.
   b) Standard office requirements shall include provisions for copiers, faxes, computers and related equipment, and other standard office equipment.
   c) Electrical installation shall be everything for an end-to-end installation including all wiring, junction boxes, conduit, grounding, switches, panels, boxes, circuits, switch-plates, faceplates, receptacles, card readers, etc.
   d) Conference and/or break room shall have sufficient outlets for a refrigerator, microwave, and coffee maker.

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 LED fixtures in entry, office and breakroom.
   c) Prismatic acrylic lenses are acceptable for file storage, data/telephone room, mechanical room, restrooms, waiting area, and halls.
   d) Provide adequate lighting in restrooms with light fixtures above the sinks.
   e) Each constructed space to have separate light switch.
   f) Provide lighting at all exterior entrances/exits.
   g) Provide adequate security lighting for on premise parking areas.
   h) Prior to construction, lighting design will be reviewed for approval by Lessee to ensure compliance with tenant requirements.
   i) Lessor to furnish and install light bulbs throughout the lease term.
   j) Occupancy sensors shall be used for restrooms, breakroom and office. (Occupancy sensors shall typically be used for required automatic light shut off instead of central time-clock controls or central energy management system control).
9. **Data and Telephone Wiring:**

   a) All outlets to be installed according to approved plan. Each room, as identified will have at least two outlets consisting of 3/4" - 1" conduit in all new walls from above the suspended ceiling and terminating in a 4" x 4" junction box.

   b) Conduit, raceways or clear paths will be provided from the data/telephone room to the ceiling area of each enclosed room and clerical area to accommodate the data/telephone lines. Provide “Ring and String” from junction box to ceiling.

   c) Data and telephone wiring shall be furnished and installed by the Lessor.

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

   a) The break area shall have a 6” counter of standard depth and height with splashguard with a single bay sink. Must also have upper and lower cabinetry with two adjustable shelves in each section with laminated fronts.

11. **Plumbing:**

   a) The break area counter(s) shall meet the minimum ADA requirements and must have include a sink or sinks with hot/cold running water.

   b) All rest room fixtures and furnishings will be ADA compliant.

   c) Insulate all under sink lavatory piping in restrooms.

   d) One janitorial sink shall be provided in the mechanical room.

   e) Water will be available if needed for connection to coffee maker and refrigerator in break room.

12. **Accessibility and Security:**

   a) All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) must meet all requirements of new construction for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 360 - 365, and the ANSI A117.1. ANSI A117.1 will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and the ANSI A117.1.

   b) Access Control System: Lessor shall furnish an ISTAR panel to control the specified electrified and integrated door hardware and access control. Access will be via the CCURE 9000 system and will be monitored by the State Capitol Police.

13. **Exterior of Building and Landscaping:**

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

   b) Parking areas to be paved and striped and complying 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 tenant and address which is visible from the main street.

   b) Provide and install ADA compliant restroom signage utilizing Grade 2 Braille and pictographs.

   c) Provide and install miscellaneous signage such as Emergency Exit Only., HC parking stall, etc.

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

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

a) Mechanical/HVAC plans  
b) Electrical, data/telephone, and lighting cut sheets  
c) Door and finish schedules  
d) Plumbing plans  
e) Site plans with parking indications  
f) General construction drawings with dimensions.  
g) Cabinetry drawings  
h) Materials list and samples including:
   1) Paint and finishes  
   2) Ceiling  
   3) Flooring
APPENDIX 8 - DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFO FORM

STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION
REQUEST FOR PROPOSALS No. 505-118
Department of Administration, Madison, WI

The attached material submitted in response to RFP No. 505-118 includes proprietary and confidential information which qualifies as a trade secret, as provided in §19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval.

Exception: Prices within proposals are always open record ‘after’ the lease agreement is awarded and fully executed.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in §134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

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

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

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