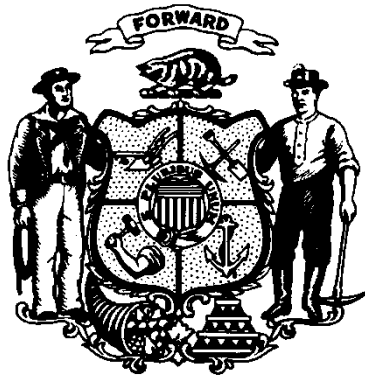


RFP No. 285-029

**REQUEST FOR PROPOSALS (RFP)
FOR THE LEASING OF A STUDENT RESIDENCE HALL
TO BE OCCUPIED BY THE
UNIVERSITY OF WISCONSIN-EAU CLAIRE
WITHIN THE CITY OF EAU CLAIRE/COUNTY OF EAU CLAIRE**

Issued: August 4, 2023



Proposals Due by: 2:00 PM, September 6, 2023

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

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I. PROJECT OVERVIEW

PROJECT SCOPE

The State of Wisconsin's Department of Administration (DOA), Division of Facilities & Transportation Services (DFTS), desires to lease approximately 155,000 gross square feet of student living space, (minimum design occupancy capacity for 350 beds) along with common spaces that include social gathering space, a conference room, study lounges, laundry room, a lobby and approximately 119 parking spaces for use by the University of Wisconsin-Eau Claire (UW-Eau Claire). Tenancy is expected to be for the entire residential portion of a facility with no residential occupancy for non-university residents. The lease will be structured as a modified gross lease with a 10-year initial lease term with two 5-year renewal options. This facility must be in the City of Eau Claire within a one-mile walk of UW-Eau Claire main campus as described in Appendix 4, Exhibit A. Where the border of the preferred area described in Exhibit A is a street, the preferred area includes properties on both sides of the street along such border.

II. SELECTION AND AWARD PROCESS

A. SCHEDULE

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

RFP Posted	August 4, 2023
Proposer's Questions Due to DOA by 2:00 PM CT	August 15, 2023
Responses to Proposers Questions Posted	August 21, 2023
Proposals Due by 2:00 PM CT (Due Date)	September 6, 2023
Initial Evaluations of Proposals and possible Property Tours	Approximately 1-2 wks.
Request for Best & Final Offer (BAFO) Letter from Short-listed Proposers	Approximately 1-2 wks.
BAFO Letters DUE, if requested	Approximately 1-2 wks.
Final Evaluations	Approximately 1-2 wks.
Letter of Intent (LOI) issued to selected Proposer & Lease Negotiations	Approximately 1-2 wks.
Signed Lease by Proposer	November 15, 2023
Board of Regents Approval	December 8, 2023
State Building Commission Approval (target)	TBD – target December
Joint Committee on Finance Passive Review (target)	TBD – target January
Lease Execution (after necessary approvals)	Approx. 1 week
Targeted Tenant Access Date	August 1, 2024
Targeted Lease Commencement Date	August 1, 2024

B. PROPOSERS QUESTIONS AND DOA RESPONSES

On or before 2:00 PM CT on August 15, 2023, Proposers may submit written requests for 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 #285-029 in the subject line of the email.

Written responses to properly submitted relevant requests will be posted by August 21, 2023 on the following website:

<https://doa.wi.gov/Pages/DoingBusiness/Current-Real-Estate-RFPs-and-RFIs.aspx>

Solicitation of information from the State of Wisconsin, Department of Administration (DOA), Division of Facilities & Transportation Services (DFTS), or University of Wisconsin System Administration (UWSA), or UW-Eau Claire 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 (Proposals) submitted in response to this Request for Proposal will be evaluated by a Selection Committee consisting of representatives of DOA, UWSA, and UW-Eau Claire. The final selection will be made by the Secretary of the Department of Administration.

While monetary terms of each Proposal will be strongly considered, the final selection may not be the lowest cost proposal, as the final selection will be based on the proposal that best meets all RFP standards. This is not a fixed-bid proposal, and all items are subject to further negotiations.

Variances to the specifications of this RFP may be considered for 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.

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.

The selection of a Proposal is a five-part selection process:

Part One: Initial Evaluation of Proposals

An initial evaluation of all proposals received will be completed by the Selection Committee based upon the criteria listed in this RFP. Property tours may be scheduled and completed for those proposals meeting the general requirements of this RFP. The highest scoring Proposals, the number of which is at DOA's discretion, may then be short-listed for further consideration.

Part Two: Request for Best and Final Offer (BAFO) Letters

Short-listed proposers may be asked to provide Best and Final Offer letters. Within this letter, Proposers are to respond to additional questions and/or requests for clarification. BAFO letters also represent an opportunity for proposers to correct any previously submitted information and/or to provide more attractive proposal terms. BAFO letters must be received not later than the due date stated in the BAFO letter request.

Part Three: Possible In-person Interview

Certain short-listed Proposers may be invited to an interview which will be conducted in-person at DOA, virtual or at the proposed site. An invitation letter will be sent via email with the date, time, and method of interview.

Part Four: Final Evaluation

Final evaluations will be completed for all short-listed proposals by incorporating the Initial Evaluations, BAFO Letters, site tours, and interviews (if applicable). If necessary, the Selection Committee may ask for additional clarifications necessary to make a complete and full assessment. Based upon the final evaluation, the Selection Committee may recommend one or more proposals which best meet UWSA, and UW-Eau Claire's needs to the DOA Secretary for review and selection. The Secretary may choose from any proposals submitted by the Selection Committee or close the RFP without award or selection.

Part Five: Letter of Intent

If a proposal is selected by the DOA Secretary, a Letter of Intent (LOI) will be sent to the Selected Proposer. The LOI represents the State's intentions to pursue lease negotiations with the Selected Proposer. Should the State be unable to achieve acceptable lease terms with the Selected Proposer, it reserves the right to cancel the selection and negotiate with another proposer.

NOTICE: Final lease execution is contingent upon receiving approval from the Board of Regents of the University of Wisconsin System and the Wisconsin State Building Commission (see Section IV. C below) and if applicable, the Joint Committee on Finance (see Section IV.D below).

III. PROPOSAL SUBMITTAL REQUIREMENTS

A. SUBMISSION

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

- Submission of one (1) electronic PDF copy of the Proposal and an AutoCAD drawing of the proposed space plan via email to doarealestateinfo@wisconsin.gov
- Utilization of the attached Proposer's Response Sheet.

Proposals are due on or before **2:00 PM CT on September 6, 2023 (Due Date)**

Sealed copies of the Proposals may 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 #285-029
State of Wisconsin, Department of Administration
Division of Facilities & Transportation Services
Lease Administration
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 that date and time will not be accepted. Upon receipt, they will be marked late, remain unopened, and either kept in the RFP hard copy records or returned to the sender (if the sender requests).

B. FORMAT

Proposal should be formatted to print on 8 ½"x11" paper, either portrait or landscape. For legibility purposes, plans, schedules, or other relevant proposal documents may be formatted to print on 11"x17" paper.

C. PRIMARY EVALUATION CRITERIA

Proposals will be evaluated on the requirements contained in this RFP. The following are the primary evaluation criteria:

- Lease terms and conditions
- Location attributes and site Information
- Facility details and layout
- Schedule – Targeted Occupancy

D. PROPOSAL CONTENT

Proposals must meet at a minimum, the standards and requirements listed herein, including the language of the State of Wisconsin's standard lease document (to be modified by the specific terms and conditions pertinent to this RFP – see Gross Lease Template link in Appendix 7). **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 any item listed below is not addressed in the Proposal, the Proposal will be evaluated as failing to meet the standards with respect to such items.

- Fully completed Proposer's Response Sheet. Supply documentation if available, supporting each of the cost elements, as noted, other than the base building rate.
- 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).
- Interior photos of the proposed space and common areas, along with exterior photos of the building and parking lot/ramp.
- Site plan showing the location, number and type of available parking spots, ingress/egress, loading dock(s), lighting, and sidewalks.
- 1/8" scale floor plan. This plan should include dimensions and furniture.
- Marked map with the proposed building location.
- Describe or show on plans the distance to the closest bus stop and frequency of bus service.
- 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 (subject to Lessee amortization) are the responsibility of the Proposer and should be considered in the Proposer's response. If applicable, additional items (such as furniture, security, and cabling costs) may also be required.
- List of the areas, systems, or critical characteristics in the Program Requirements evaluation standards where the proposal fails to meet the minimum requirements.

IV. OTHER CONSIDERATIONS AND RESERVATION OF RIGHTS

A. PROCURING AND CONTRACTING AGENCY

The State of Wisconsin's 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. All negotiations relative to this RFP and potential 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. In the event this RFP is modified, modifications 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;
- Waive any irregularity or defect in any RFP proposal;
- Reject any Proposal(s) it deems incomplete or unresponsive to the RFP requirements;
- Reject all Proposals that are submitted;
- 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.

C. STATE BUILDING COMMISSION APPROVAL

Any lease resulting from this RFP must first be submitted to the Board of Regents of the University of Wisconsin System for approval if the total lease amount is greater than \$1.0 million dollars or the initial term is greater than 5 years. In addition, the State of Wisconsin Building Commission must review and approve prior to execution by 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.
- 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.

D. JOINT COMMITTEE ON FINANCE (JCF) PASSIVE REVIEW

Pursuant to Wis. Stat. Section 16.84(5)(a), execution of leases having an annual cost in excess of \$500,000 are subject to and contingent upon a 14-day passive review by the JCF.

E. MISCELLANEOUS

1. Proposal Preparation, 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 UWSA will not be liable for any costs associated with the preparation of any Proposal or negotiation of a contract incurred by Proposers;
- All Proposals, in their entirety, will become the property of the DOA upon submission;
- Proposers should draw independent conclusions concerning conditions that may affect the methods or cost of development;
- Proposers shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time; and

2. Minority Business Enterprise and Disabled Veteran-owned Business (MBE/DVB) Participation

Minority Business Enterprises (MBE) and Disabled Veteran Owned Businesses (DVB) are encouraged to respond to this RFP. Any firm that wishes to be certified by the State as a MBE or DVB may contact the DOA Supplier Diversity Program at DOABDMBD@wisconsin.gov or visit their website at:

<http://www.doa.wi.gov/Divisions/Enterprise-Operations/Supplier-Diversity-Program>

3. 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.

4. Communications with Media, Government Agencies, and Community

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

5. 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. Please note that all prices within proposals are always open record 'after' the lease agreement is awarded and fully executed and will not be confidential after such time.

6. 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.

V. APPENDICES

APPENDIX 1 – PROGRAM REQUIREMENTS AND EVALUATION STANDARDS

The Proposal documents must meet at a minimum, the standards and requirements listed herein, including the language contained in the State of Wisconsin's 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 each of the following characteristics critical to the evaluation and award process.

1. Lease Terms and Conditions

- a. Lease Structure: The lease shall be structured as a modified gross lease, with the Lessor providing any and all operating expenses to be reconciled annually.
- b. Lease Term: 10-year initial lease term with two five-year renewal options.
- c. Operating Agreement: All proposers must sign an Operating Agreement with UW-Eau Claire Housing Office. The University will provide Residence Life staff and services necessary to operate a Residence Hall. This is exclusive of operations and maintenance items outlined in Schedule I as attached.
- d. 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 operations costs, snow removal, landscaping, trash removal, natural gas, electricity, water and sewer, real estate and other taxes, and janitorial services.
- e. Access Prior to Occupancy: UW-Eau Claire's vendors shall have access to Premises during the period Lessor is constructing improvements, if new construction is proposed. Exact timing to be determined by Lessor and Lessee after Lessor's construction schedule is finalized. UW-Eau Claire's vendors shall not interfere with Lessor's contractor or cause an unreasonable delay to the Lessor's construction schedule.
- f. Occupancy Date: August 1, 2024.

2. Locational Attributes and Site Information

- a. The site should have ready access to major transportation routes in the area, as measured by travel times from the building to Schofield Hall, 105 Garfield Avenue, on the main UW-Eau Claire campus at different times of day.
- b. The site should be within one mile to Schofield Hall.
- c. The site should not be located south of Clairemont Avenue due to safety concerns for pedestrians crossing the busy street.
- d. For security and operational purposes, the location must not present a safety risk to students who travel to-and-from housing during non-peak workday hours.
- e. Other locations will be considered only if the facility allows for adequate access control as determined by a security review performed by UW-Eau Claire.

3. Facility Details and Layout

The building will be evaluated on the following:

a. Quality and Flexibility of Building and Design:

- i. The facility shall have support space including a study lounge, laundry room, administrative office, security station and front desk, and storage to accommodate approximately 400 students.
- ii. All residential units and laundry facilities shall have updated appliances within the last five years or include a comprehensive replacement plan.
- iii. Proposals will be accepted for a single-use or mixed-use building (i.e. residential and commercial uses).
- iv. In a mixed-use building, students should have separated and secured entrances and dedicated secured common areas including restroom and laundry.
- v. All units must have private bathrooms.
- vi. All units shall contain one bed, desk and chair, and dresser per bedroom, except in double-occupancy bedrooms which have two of each bed, desk/chair, and dresser. Each living area shall contain one sofa, end table, entertainment center, dining table and minimum of two dining chairs.
- vii. Existing facilities must be well-maintained, both inside and outside. All interior walls must be freshly painted (or touched up, if deemed acceptable by the Tenant) and new carpet installed, unless the existing carpeting is deemed acceptable by UW-Eau Claire. Other flooring throughout unit shall be in good condition.
- viii. Lessor to provide one key per occupant.

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, 361-366 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. Fire protection: IT equipment/telecom room and telecommunications and IT closets to have fire protection systems.
- iv. Lighting and surveillance: Lessor must provide sufficient interior and exterior lighting to allow for security camera surveillance and safe entry and occupancy by residents and staff 24/7/365. Security cameras must be placed according to a security plan provided by Lessee following a review of the property and floor plans. The security plan will include security cameras with monitored feed (to be monitored by UW staff) of the reception area, and all exterior entrance areas. Lessor is responsible for electrical and data cabling and installation of security cameras provided by the Lessee.
- v. Access Control System: Lessor will provide an electronic Access Control System to be compatible with Lessee's Access Control System on campus, and electronic and keyed door locks as noted:
 1. Fob access readers to be administered by Lessee on the main secured building

- entrance.
 - 2. Keyed interior doors include main entrance to each apartment unit and then private bedroom keyed separately.
 - 3. Residential doors shall have secured peepholes.
- c. Electrical and Data Cabling:
- i. Preference will be given to those buildings located close to existing campus fiber for Lessee provided connection. The Lessor will work with a local service provider to ensure property entrance cables (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. Lessor will be responsible for all communication conduit, paths, and raceway for cabling.
 - ii. Lessor must provide a minimum of one coaxial cable hook-up in the individual apartment common room for television connectivity.
 - iii. Lessor to provide infrastructure to allow residents to subscribe to cable television service.
 - iv. Lessor to provide a 20 Mb down/1 Mb up minimum internet connection per resident with system monitoring in place to adjust bandwidth capacity if needed.
 - v. Lessor will allow Lessee to install Lessee-owned wireless routers and access points throughout building.
- d. Parking (either garage or surface lot):
- i. Lessor shall provide a minimum of one parking space for every apartment unit. Parking requirements include an appropriate number of parking spaces for disabled people (per ADA) including van accessible spaces within 500 feet of front entrance.
 - ii. All parking fees are to be included with annual rent.
 - iii. Parking spaces for disabled people are required to be closest in proximity to the Handicapped accessible entrances of the building.
 - iv. Signage for designated parking stalls for disabled people to be provided and installed by Lessor.
 - v. Bike parking shall be one-half of resident population.
- f. Design Services:
- i. Floor plans with dimensions are to be provided as part of the initial response proposal.
 - ii. The successful proposer will provide architectural and/or the space design services required as the project is implemented.
- g. Building Sustainability:
- i. Additional consideration will be given to those respondents that incorporate sustainable construction and development practices including water conservation, energy efficiency, materials selection and indoor environmental quality, consistent with standards such as 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.

List of Areas and Suggested Sizes

Type	Occupancy	Quantity	Size	Total	Comment
Studio	1	10	250	2,500	
One bedroom	1	6	350	2,100	
One-bedroom and den	7	7	400	2,800	
Two-bedroom	2	10	600	6,000	
Two-bedroom Suites	4	44	1000	44,000	
Two-bedroom and den	2	6	1250	7,500	
Four-bedroom Suite	4	36	1500	54,000	
Total		119		118,900	

Common Areas and Support Areas

Type	Quantity	Size	Total	Comment
Student study lounge	5	382	1,910	
Laundry	1	1,000	1,000	
Administration office	1	120	120	
Mail Room	1	250	250	
Unisex ADA Restroom	1	100	100	
Reception desk/lobby	1	500	500	
Total			3,880	

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. Residential Units: Each bedroom should contain Lessor provided bed, desk and chair, dresser for each occupant. All bedroom doors should have keyed locks. Each unit should contain a separate room/area for a kitchen, living area, and bedroom(s). All window coverings should be provided by Lessor. Lessor shall also provide sofa, end table, entertainment stand (to prevent wall-mounting of television), dining table and a minimum of two chairs. One studio or one-bedroom unit shall be reserved for use for the Hall Director.
- B. Kitchen: Each unit kitchen should contain a hot/cold water double-sink with disposal, standard 70" high refrigerator (configuration to be determined by Lessor), stove, and dishwasher.
- C. Common Laundry Room: Laundry room will be set up with a minimum of 1 washer/dryer per 40 residents. Alternatively, an in-unit washer and dryer for every individual apartment unit may be considered. If selected, Lessor would install a washer/dryer unit in Hall Director apartment if not already included.
- D. Study Lounge: Approximately 382 square feet of study lounge space per floor. Can be multiple locations or located on upper floors if building has an elevator. Note – This can be a two-bedroom apartment, or a one-bedroom apartment converted to an open study room.
- E. Restrooms - Public: One fully ADA compliant unisex restroom in the lobby of each building or on lowest floor of main social space of building if building has ADA accessible elevator.
- F. Administrative office: There should be one office for the entire population for on-site staff management.
- G. ADA units per code must be located on the ground floor if building does not have an ADA accessible elevator.
- H. Master specifications and design standards can be found at the following:

https://doa.wi.gov/Pages/DoingBusiness/MasterSpec_Div23.aspx

APPENDIX 4 – EXHIBITS

EXHIBIT A – PREFERRED AREA

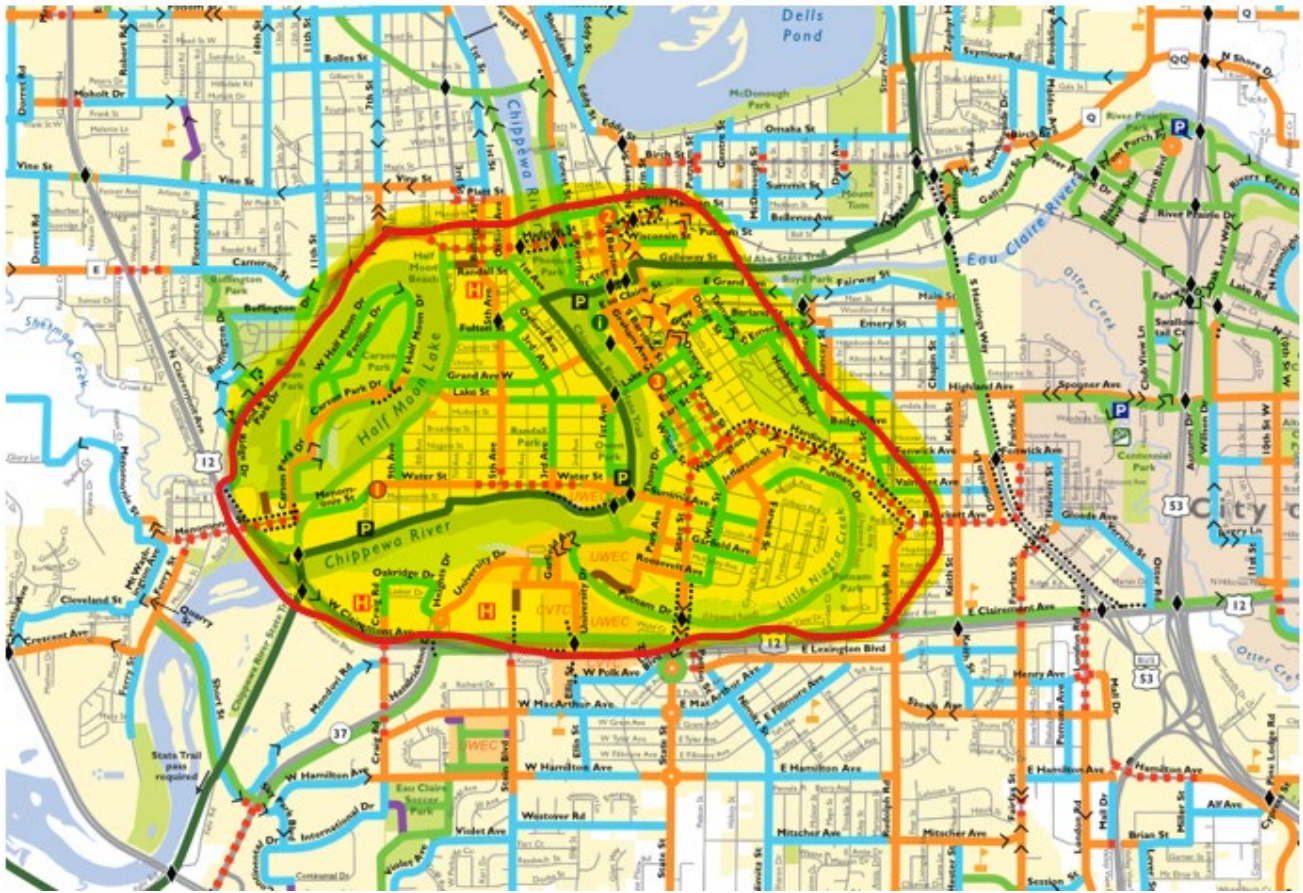
Area Description

The Preferred Area is generally defined by the following boundaries:

- **North** – East and West Madison Street -= directional change at the river
- **East** – Putnam Park
- **South** – Clairemont Avenue
- **West** – Carson Park

In the event of any conflict between the Map (Exhibit B) and the Area Description, the Area Description shall control.

EXHIBIT B – PREFERRED AREA MAP



APPENDIX 5 – FORM TO SUBMIT PROPOSER’S QUESTIONS

STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION REQUEST FOR PROPOSAL No. 285-029

Instructions: On or before 2:00 CT, August 15, 2023 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 by August 21, 2023 on the following website:

<https://doa.wi.gov/Pages/DoingBusiness/Current-Real-Estate-RFPs-and-RFIs.aspx>

Solicitation of information regarding this RFP from State of Wisconsin, DOA, or UW Eau Claire personnel other than through this form and process is prohibited and may result in disqualification of the Proposer.

*

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

Name (Please Print):

Proposer Team:

Company/Affiliation:

Email Address:

Telephone Number:

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

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) Load Factor (if applicable) _____
- C) Total rentable square feet (includes common areas) _____

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

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

b) Operating Expenses (sum of 1-7 below) \$_____/sq. ft.

- 1) Real Estate Taxes \$_____/sq. ft.
- 2) Insurance \$_____/sq. ft.
- 3) _____
- 4) Common Area Maintenance (CAM) \$_____/sq. ft.
- 5) Premises’ Natural Gas \$_____/sq. ft.
- 6) Premises' Electricity \$_____/sq. ft.
- 7) All Other Operating Expenses (e.g., repairs & maintenance, etc.). Provide separate detailed breakout of components as exhibit \$_____/sq. ft.

d) Lessor Incentives Offered (sum of 1-2 below) Enter total allowance & reduction/RSF \$(____)/sq. ft.

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

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

Notes: 1) The State requires a modified gross lease with any and all operating expenses included in the Modified Gross Rental Rate. Repairs and maintenance, electricity, gas and real estate taxes to be reconciled to actual costs annually.

- 2) Tenant Improvements above include Premises Build out costs, furniture & installation and cabling costs. Provide total costs for each expense type and provide the applicable rent per 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) | Ten (10) years |
| B) Annual Escalator, if any (shall not apply to Net Tenant Improvements) | _____ |
| C) Renewal Options | Two 5-yr. options |
| D) Renewal Modified Gross Rental Rate – (do not include Tenant Improvement Amortization – costs fully amortized over Initial Lease Term) | \$_____/ sq. ft. |
| E) Tenant Access Date (one month prior to Lease Commencement Date) | _____ __, 2024 |
| F) Lease Commencement Date | _____ __, 2024 |
| G) # Of Free Months of Rent Offered, if any | _____ |

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK,
RESPONSE SHEET CONTINUED ON NEXT PAGE]**

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

Lease Year	Annual Rent w/o Amortization	Tenant Improvements Amortization (if any)	Total Annual Rent
<u>Initial Term</u>			
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
Year 6			
Year 7			
Year 8			
Year 9			
Year 10			
<u>First Renewal Term</u>			
Year 11		N/A – costs fully amortized	
Year 12		N/A – costs fully amortized	
Year 13		N/A – costs fully amortized	
Year 14		N/A – costs fully amortized	
Year 15		N/A – costs fully amortized	
<u>Second Renewal Term</u>			
Year 16		N/A – costs fully amortized	
Year 17		N/A – costs fully amortized	
Year 18		N/A – costs fully amortized	
Year 19		N/A – costs fully amortized	
Year 20		N/A – costs fully amortized	

IV. SUBMITTED BY:

<u>Proposer's Contact Information</u>	<u>Proposer's Agent Contact Information (if different)</u>
Company Name _____	Agent/Firm Name _____
Full Address (street and city) _____	Full Address (street and city) _____
Telephone Number (Office/Mobile) _____	Telephone Number (Office/Mobile) _____
Email Address _____	Email Address _____
Contact Name _____	Contact Name _____
Signature _____	Signature _____
Date _____	Date _____

APPENDIX 7 – LINK TO STATE OF WISCONSIN SAMPLE LEASE and SCHEDULES I and II

Sample Lease link: <https://doa.wi.gov/DFTS/GrossLeaseTemplate.pdf>

NOTE: The State's Gross Lease template is currently under review, with changes anticipated. All Proposers must review the State's Gross Lease template prior to submission of their proposals. It is assumed that all lease provisions contained the current Gross Lease Template are acceptable to the Proposer, unless otherwise noted in the Proposer's proposal.

Schedule I

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

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

Summer
76 Degrees (+/- 2°)
50% Humidity Level (+/- 10%)

Winter
70 Degrees (+/- 2°)
25% Humidity Level (+/- 5%)

The temperature range during unoccupied times (generally 6 p.m. to 6 a.m.) may be varied by up to +/- 10° of the above temperatures.

If the leased space contains a separate Data/LAN closet, the HVAC system is required to maintain the closet air temperature and humidity 24 hours a day, 7 days a week, at:

- Temperature of 70°F (+/- 2°F)
- Humidification maintained at 30% RH (+/- 5%)

2. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.
Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2022, in addition to all other applicable Federal, State, and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2022 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2022 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 or replacement HVAC units and equipment installed shall be high-efficiency type; gas-fired heating.
- 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 in Section 1.
- 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. 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.
4. Install and maintain fire extinguishers according to any governmental building code and Underwriters Laboratories (UL) recommendations.
5. 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.
6. All areas to have designed lighting levels based on the Illuminating Engineering Society of North America (IES) lighting handbook (latest version). Also, refer to the Lighting section in Schedule II.
7. Provide Water, Sewer, and Heat & 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, LED 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, 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. Provide fobs for access system compatible with existing campus security systems and door keys for Lessee's residents for both apartment unit entrance door and resident individual bedroom.
12. Provide walk-off mats at each entrance. Replace as needed when worn.

13. 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 required 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.
14. Lessee shall retain the right to do background checks at any time and reserves the right to approve or disapprove permission to enter the Premises of any vendor, contractor, or others.
15. Furnish all necessary janitorial and maintenance equipment and supplies for all public restrooms including soap, towels, and toilet tissue.
16. 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 school day and 9:00 AM on non-school 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.
17. Lessor agrees to construct and/or remodel and equip the building in accordance with State and local building codes.
18. Furnish building occupancy or use permit(s) if required.
19. Provide Premises signage, suite identification, and any other Lessor-provided signage consistent with others in the building (this does not include Tenant's own exterior signage, if used).
20. Upon the 7th year of the initial lease term, Lessor will at Lessor's cost, repaint and re-carpet/replace other flooring if worn the Premises. Lessor shall complete the repainting and re-carpeting/replacing not later than twelve (12) months after the start of the 7th year of the initial lease term. The Lessor shall coordinate the performance of such work with Tenant's local staff. Lessor at Lessor's sole cost is responsible for moving Tenant's furniture and equipment to accommodate the repainting and re-carpeting/flooring replacement of the Premises. Carpet, vinyl tile, and other flooring and paint color selections must be mutually agreed to by Lessor and Lessee, in writing.

21. In the event the Lessor does not furnish the aforementioned services and items in this Schedule, or the demised Premises are untenable for any other reason which is 'not' due to the negligence of the Lessee, the Lessee may:
- a. 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 furnished.

Or

- b. Offset rent equivalent to one day's business day of rent to provide and/or complete such services.

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 (DFD) Master Specifications/Design Guidelines available at:

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

The following shall be used as general construction guidelines. Alternatives may be suggested during the negotiation process if the proposer is offering an existing building.

1. Ceilings:

- a. Administrative office, data/phone closet, lobby and student study 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 student apartments, restrooms, reception desk and entrance, laundry room, secure service closets, secure storage rooms, secure file rooms: may be finished, painted drywall.
- c. Finished Ceiling Height: Dependent upon room size and open area size. Ideal 8'6" to 9' (min. 8', max 12').
- d. Attic stock: Provide approximately 4% of ceiling tile (for Lessor/landlord stock).

2. Floors: All floors will be level

- a. Office, Reception area, work/mail area, student study area (unless otherwise specified below): 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. Student apartment units: either carpet tile as specified above, or resilient tile/LVT.
- c. Both common area restrooms and student apartment unit restrooms: Ceramic floor tile and base.
- d. Student apartment unit kitchens, Storage room, data/phone closet, waiting areas, entries, etc.: Ceramic tile, resilient hard tile/LVT, or sheet goods.
- e. Laundry room: resilient tile/LVT or sheet goods.
- f. Vestibule/lobby: Provide recessed mats similar to DecoGard "Pedi mat".
- g. Loading dock, mechanical rooms: Sealed concrete floors.
- h. Cove Base: Provide 4" vinyl cove base wherever vinyl flooring and carpet is used in common areas..

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 student apartment units, reception area, work/mail area, restrooms, and demising walls.
- 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 paint. Provide touch-up painting after move-in.
- 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 another hard washable surface.

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. All residential unit entry doors shall have tamper-proof peepholes.
- c. Exterior metal doors, all door frames, window frames: 16-gauge, 2" width, shall be factory painted or 1 coat primer, 2 coats satin enamel.
- d. All doors to have appropriate ADA compliant hardware including but not limited to: ADA compliant levers, pulls, panic hardware, compatible latches; kick-plates for restroom and service room doors; wall/floor stops, door silencers; ADA compliant closures for all exterior entrance/exit, suite, and restroom doors; passage and/or keyed latch sets as specified, minimum 1 key per lockset, plus 2 master keys.
- e. Residential unit entry doors, and student bedroom doors will require locksets. Provide key schedule for approval.
- f. All solid core doors to be warranted from warpage and defect for 1 year from occupancy.
- g. All offices, shall have a window or sidelight window.
- h. The main entrance doors shall have wiring to allow installation of a card reader system compatible with Lessee's campus system all provided by Lessor.

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 or shades.
- c. Windows may be either fixed or operable.

6. Heating, Air Conditioning, and Ventilation:

Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2022, in addition to all other applicable Federal, State, and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2022 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2022 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 or replacement HVAC units and equipment installed shall be high-efficiency type, gas-fired heating.
- b. Provide perimeter heating for exterior walls as required in Wisconsin Code to meet the seasonal set-points of Schedule I, Section 1.
- c. Provide space heating for airlocks and lobbies, if necessary.
- d. Provide separate venting/fans for restrooms.
- e. 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.
- f. Thermostat locations in all enclosed rooms to be above light switch unless zoning is not allowed.

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 outlet every 12 lineal feet.

- b. Standard office requirements shall include provisions for multi-function copiers, computers and related equipment, and other standard office equipment. Copiers must be on 20-amp separate circuit from other 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. Kitchens shall have sufficient outlets for a refrigerator, microwave, and coffee maker.
- e. Lactation room shall have an outlet for a refrigerator.

8. Lighting:

- a. General Design
 - 1) The lighting design shall be practical, energy-efficient, easy to maintain, and appropriate for the intended function of the space.
 - 2) In general, the designed lighting levels shall be based on the Illuminating Engineering Society of North America (IES) lighting handbook (latest version). The lighting designer shall use the IES recommended vertical and horizontal illumination levels for a given space. The lighting design for new and renovated buildings with windows and significant daytime occupancies shall comply with the DFD Daylighting Standards manual. The manual is available on the DFD website under Master Specifications/Design Guidelines, Daylighting, and entitled Daylighting Standards for State Facilities.
 - 3) The lighting design shall, as a minimum, meet the energy conservation requirements of the Wisconsin Department of Safety and Professional Services (SPS) Wisconsin Commercial Building Code SPS 360-366, including the Energy Conservation Code SPS 363. Note: some requirements in the code will be surpassed by DFD guidelines, such as lighting power densities required in the DFD Daylighting Standards for State Facilities.
 - 4) Refer to the Architectural Life Safety Plans for Means of Egress illumination locations and routings.
 - 5) It is the Lessor's responsibility to verify specific program or agency lighting requirements prior to design.
- b. Interior Lighting
 - 1) Lighting of interior areas shall utilize LED light sources. Fluorescent luminaires may be used with the Lessee's consent to match existing installations. Incandescent or HID sources shall be used only for specific isolated applications, justified by program or usage, and approved by Lessee.
 - 2) For ambient lighting design, utilize LED luminaires as much as possible (see DFD master specification section 26 51 13 for LED requirements). For ease of maintenance and lamp storage requirements, the lighting design should utilize a minimum number of different luminaire types.
- c. Exterior Lighting
 - 1) Outdoor lighting shall use LED fixtures. A different lighting type may be used if needed to match existing lamps.
 - 2) Exterior lighting shall be controlled by a photocell, time clock, or campus-wide lighting signal system.
 - 3) Outdoor lighting system design shall utilize full cutoff type luminaires that minimize the amount of source lumens, which are emitted above the horizontal plane of the luminaires, and which minimize light spill onto adjacent facilities.
- d. Lighting Controls
 - 1) Lighting controls and switching shall be kept simple and easy-to-maintain.
 - 2) Daylighting/photo sensors shall be used where practical to provide continuous dimming of lighting in day lit areas.

- 3) Consider digital timer switches for storage areas, closets, and rooms too small for occupancy sensors. Electrical and mechanical rooms shall utilize switches with no automatic shut-off. Light fixtures in electrical/mechanical rooms shall be fed by emergency generator circuits or shall be provided with battery backup power when generators are not applicable to project.
 - 4) Parking lot luminaires shall be provided with photo sensors for dusk-to-dawn ON/OFF control.
- e. Egress / Emergency / Night Lighting and Maintained Safety Lighting
- 1) Emergency lighting shall be powered by circuits from a building's emergency (generator) system. Battery-powered emergency lighting units shall be acceptable if an emergency generator system is not provided.
 - 2) In addition to the path of egress, emergency lighting shall be provided in Fire Command. Centers, Fire Pump Rooms, Electrical Rooms, Generator Rooms, generator exterior enclosures, and Public Rest Rooms.
 - 3) The preferred method of controlling emergency lighting is to use a UL924 emergency lighting control unit to bypass switching and turn emergency lighting ON automatically in a power outage situation. Unit shall be supplied from both normal and emergency power sources.
 - 4) Exterior emergency illumination utilizing LED luminaires is recommended.
 - 5) Means of Egress emergency illumination testing requirements shall be per IBC 1006.4.
 - 6) Night Lighting and Maintained Safety Lighting shall be defined as additional lighting not identified as part of the Architectural Life Safety egress path but deemed by design team as critical for illumination. These circuits shall be served from the legally required standby branch of the generator system.

9. Data Wiring:

- a. All outlets to be installed according to approved plan. Smaller $\frac{3}{4}$ " conduit is acceptable for locations intended for a Wireless Access Point or Security Device. Lessee shall provide the wireless device for each apartment.
- b. Data wiring shall be furnished and installed by the Lessor.

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

- a. For each room requiring millwork, they shall have plastic laminate counters of standard depth and height. The upper and lower cabinetry will have 2 adjustable shelves in each section, all having laminated fronts, countertop, and splashguard.
- b. Mail rooms shall both have a countertop and upper and lower cabinetry, with laminated fronts. Also provide mailboxes sufficient for each student residential unit in the Mail room.
- c. In the Mail room, provide a standing height counter of approximately 6' in length with base cabinets.
- d. Provide a 4' wide by 3' high pass-thru window with writing ledge on the waiting area side and standing height counter in the lobby area.

11. Plumbing:

All rest room fixtures and furnishings will be ADA compliant.

- a. Insulate all under sink lavatory piping.
- b. One janitorial sink shall be provided in the janitor's closet.

12. Accessibility and Security:

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.

- a. Provide door locks on all doors as noted. Final determination of type will be made prior to final design by the Residence Life Director.

Note: Card Access System to be provided by Lessor and to be compatible with Lessee's Card Access System.

- b. All exterior ingress doors are to have card access

13. Exterior of Building and Landscaping:

- a. Provide landscape as necessary or required by city ordinance.
- b. Parking areas to be paved and striped and complying with all Wisconsin Administrative Codes and ANSI A117.1. Include all signage required for accessible parking stalls.
- c. All entrances and exterior doors to be accessible with grade complying with ANSI A117.1 and Wisconsin Admin Code.
- d. Ensure all exterior walls, windows, roof, walkways, and parking areas 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.
- b. Provide and install ADA compliant directional signage in main entrance and in hallways as necessary to direct residents and visitors, which are not located at the main entrance. Signage to be visible and legible from a 15'-0" distance and well lit.
- 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, HC parking stall(s), 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 and the Tenant the preliminary plans for review and approval. Provide a copy of the final, approved 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 and data plans
- c. Reflected ceiling plan
- d. Door, hardware, and finish schedules
- e. Plumbing plans and fixture schedule.
- f. Site plans with parking indications
- g. General construction drawings with dimensions.
- h. Millwork drawings
- i. Materials list including, but not limited to:
 - 1) Paint and finishes
 - 2) Ceiling
 - 3) Flooring & Base

4) Laminate

17. Building Final Inspections and Permits: Lessor to secure all final inspections. Furnish building occupancy or use permit(s) to Lessee.

APPENDIX 8 – DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFO FORM

STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION

REQUEST FOR PROPOSALS No.285-029

University of Wisconsin System Administration

The attached material submitted in response to RFP No. 285-029 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:

Item	Page(s)	Section	Topic
1			
2			
3			
4			
5			
6			

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

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

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