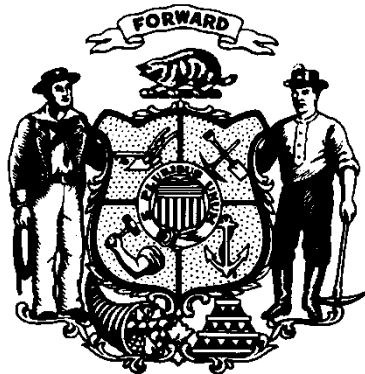


RFP No. 395-087

**REQUEST FOR PROPOSALS (RFP)
FOR THE LEASING OF AN OFFICE FACILITY
TO BE OCCUPIED BY THE
STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION (DOT)
I-94 EW Corridor Milwaukee County**

Issued: April 15, 2025



Proposals Due by: 2:00 PM, May 14, 2025

**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 and Transportation Services (DFTS) desires to lease approximately 18,000 rentable square feet of office space, along with primarily dedicated and shared parking for 100 staff, visitors and State-owned vehicles for use by the Department of Transportation (DOT). The lease will be structured as a gross lease with a 5-year initial lease term with three 1-year renewal options. This facility **MUST** be located adjacent to the I-94 East-West corridor in the County of Milwaukee as depicted within the boundaries set forth in Appendix 4, Exhibits A & B. The mandatory area described in Exhibit A is along I-94, from the Marquette Interchange running west to the Milwaukee County Line. This includes properties located near access points and connecting roads within roughly five miles of the East-West Interstate corridor; as depicted in Exhibit B, Mandatory Area Map, in Milwaukee County.

II. SELECTION AND AWARD PROCESS

A. SCHEDULE

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

| <u>Process</u> | <u>Estimated Timeline</u> |
|--|----------------------------------|
| RFP Posted | April 15, 2025 |
| Proposer's Questions Due to DOA by 2:00 PM CT | April 30, 2025 |
| Responses to Proposers Questions Posted | May 7, 2025 |
| Proposals Due by 2:00 PM CT (Due Date) | May 14, 2025 |
| 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. |
| State Building Commission Approval (target) | Target August 2025 |
| Joint Committee on Finance Passive Review (target, if necessary) | Target August 2025 |
| Lease Execution (after necessary approvals) | Approx. 1 week |
| Targeted Tenant Access Date | July 2025 |
| Targeted Lease Commencement Date | September 1, 2025 |

B. PROPOSERS QUESTIONS AND DOA RESPONSES

On or before 2:00 PM CT on April 30, 2025, 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 #395-087 in the subject line of the email.

Written responses to properly submitted relevant requests will be posted by May 7, 2025 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 DOT 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 and DOT. 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 of the 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 (optional)

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 (optional)

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 DOT'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 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 two (2) printed copies of the Proposal, including a space plan. OR
- Submission of one (1) electronic PDF copy of the Proposal and an AutoCAD (.dwg) 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 May 14, 2025 (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 #395-087
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

Proposals not submitted digitally should be spiral bound, printed on single sided 8 ½"x 11" paper, either portrait or landscape. For legibility purposes, plans, schedules, or other relevant proposal documents may be printed on 11"x 17" paper and folded to the equivalency of an 8 ½" x 11" 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. Add renderings of these spaces if a 'design build' space.
- Site plan showing the location, number and type of available parking spots, ingress/egress, loading dock(s), lighting, sidewalks, and trash locations.
- 1/8" scale floor plan with a preliminary proposed layout. This plan should include dimensions and furniture.
- Marked map with the proposed building location.
- 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.

- Construction schedule and timeline showing the completion of tenant improvements (TI's) and the tenant occupancy date.
- 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 be submitted to the State of Wisconsin Building Commission for review and approval 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.
- 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.

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/or DOT 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 pre-development costs (including, without limitation, engineering, architectural, demolition of existing improvements and due diligence studies such as traffic, geotechnical, storm water management, other site preparations, etc.) and development costs associated with the project, if applicable;
- 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 gross lease, with the Lessor providing any and all operating expenses.
- b. Lease Term: 5-year initial lease term with three 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 operations 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: DOT and/or DOT's vendors shall have access to Premises during the period Lessor is constructing improvements. Exact timing to be determined by Lessor and Lessee after Lessor's construction schedule is finalized. DOT and/or DOT's 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 necessary or estimated build out and occupancy certificate. Specify your certainty of meeting the targeted occupancy date set forth in Section IIA above. Provide a realistic goal date for occupancy.

2. Locational Attributes and Site Information

- a. The site should have ready access to the primary transportation and interchanges along the interstate corridor, as measured by mean travel times from (and to) the parking lot to the I-94 and interchange corridors at different times of day.
- b. Facility must be easily accessible by car and truck to Interstate 94, both Eastbound and Westbound entrance/exits as depicted below in Exhibit B of the Mandatory Area Map of the I-94 East-West corridor.
- c. A facility that offers ease of access to the Interstate, along with limited or no construction for tenant's improvements and is furnished is preferred over building new as to meeting DOT's project timelines. Other locations will be considered only if the facility allows for speedy functionality – limited or no improvement/buildout, and adequate privacy and access control as determined by a review performed by the DOA and DOT.
- d. Facilities located within the Mandatory Area location detailed in Exhibit A and depicted in Exhibit B is preferred. Other locations may be eliminated from consideration if they are not within the Mandatory Area, and they will not be considered if they are not in compliance with all of the requirements listed above.

3. Facility Details and Layout

The building will be evaluated on the following:

a. Quality and Flexibility of Building and Design:

- i. The building will contain a mix of enclosed offices and open areas of systems furniture, work areas, storage spaces, conference rooms, general & specified storage, data/telecommunication rooms, staff break rooms and restrooms, as outlined in the General and Summarized Room Requirements, Appendices 2 and 3.
- ii. Proposals for single-tenant facilities are preferred. Multi-tenant facilities with limited shared spaces or co-location with other public safety organizations will be considered with inclusion of the co-tenancy provision in the lease. Multi-tenant facilities must include exclusive use of at least two entrances and exits and a dedicated elevator if any of the areas are not located on the ground floor.
- iii. Interior walls to be gypsum board partitions, with proper sound insulation except where noted in the General and Summarized Room Requirements, Appendices 2 and 3.
- iv. Natural daylight will be provided to the greatest extent possible to the occupied areas of the building. Use of skylights is permissible.
- v. Interior climate control should be zoned to respond automatically to changing conditions.

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 fire, smoke and carbon monoxide detection.
- iii. Fire protection: IT equipment/telecom room and telecommunications and IT closets to have fire protection systems.
- iv. Access Control System: Lessor will provide an electronic Access Control System and electronic or keyed door locks as noted:
 1. Card access readers to be administered by DOT on all DOT controlled exterior doors and interior doors as noted in Appendices 2 and 3.
 2. Keying of interior doors, if required, as specified in Appendices 2 and 3. All interior and exterior locks must be rekeyed per a master keying design provided by DOT.
 3. The system must be able to restrict access by doors and hours/shifts and must be able to provide reports of arrival and departure times.

c. Electrical and Data Cabling:

- i. All electrical and data cabling shall be provided by the Lessor. All outlets, panels, connections, and cabling to be installed according to an approved plan coordinated with the DOT per their cabling and jack requirements. The office must be serviceable with highspeed or gigabyte-broadband capabilities, and wired or capable of accommodating more than 100 users' moderate to heavy data demands. Cat6 data wiring or equivalent is preferred for computer networking

connections. The Lessor is responsible to work with the tenants' local telephone service provider to ensure proper entrance cable (fiber if needed) can be brought into the building. This may include building penetrations, access points, and cable pathways, to bring service into the designated main communications room in the building. Please see Schedule II, Construction Requirements attached for more detailed scope of work. Lessor will be responsible for all communication conduit, paths, raceway and boxes for cabling. Lessee/DOT will be responsible for final voice & data wiring, terminations and connections.

d. Parking:

- i. Provide parking for no less than 100 staff and visitors; the majority of stalls preferred shall be dedicated, along with no more than half of the stalls being shared, on-street parking stalls (< 50 shared/on-street stalls). Visitor parking should be located near the main entrance and be ADA compliant. Staff parking should be located near employee entrances and separate from the visitor parking. Employee parking may be used for 24/7 parking of staff and State-owned vehicles. All parking areas should be lit at night for safety.
- ii. Signage and demarcation of handicapped designated parking stalls, and any other designated/reserved parking are the responsibility of the Lessor.

e. 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 DOT's square footage requirements and best practices of efficient design, developed in coordination with DOA, DFTS, and the DOT.
- ii. The Proposer will provide to the Lessee and the DOT with both paper and electronic copies of the final contract and record documents, including construction specifications and State-approved plans. Project will not proceed until final construction documents are approved by Lessee and DOT.
- iii. The proposer will provide the final space plan in AutoCAD format (.dwg) to Lessee and the DOT.
- iv. DOT representatives will collaborate with the selected proposer to finalize drawings and specifications.

f. 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

| Name | Type | Quantity | Size | Total Sq. Ft. | Comment |
|--|-------------|----------|----------|---------------|----------------|
| Reception and Waiting Area | Room/Area | 1 | 192 | 192 | |
| Office Area(s) | Rooms/Areas | 99 | Variable | 7,304 | See Appendix 3 |
| Copy Area | Room/Area | 4 | 50 | 200 | |
| Conference Rooms | Office | 5 | Variable | 4,040 | See Appendix 3 |
| Storage Room-Construction Equipment | Room | 1 | 432 | 432 | |
| Storage Room-Survey Equipment | Room | 1 | 196 | 196 | |
| Storage Room-Office Supplies | Room | 1 | 144 | 144 | |
| Storage Room-Materials, Sampling & Equipment | Room | 1 | 196 | 196 | |
| Kitchen | Room | 1 | 175 | 175 | |
| Cafeteria/Dining Room | Room | 1 | 660 | 660 | |
| Restrooms – Staff | Room | 4 | Variable | 700 | See Appendix 3 |
| Gender Neutral / UA Restroom | Room | 1 | 75 | 75 | |
| Lactation Room | Room/Area | 1 | 48 | 48 | |
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| | | | | | |
| | | | | | |
| Total | | | | 14,362 | |
| Estimated Circulation | | | | 3,591 | Added 25% |
| | | | | | |
| Total Square Feet | | | | 17,953 | |
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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. Reception/waiting area: One (1) standard reception desk area and work surface to accommodate 1 staff person provided by Lessor in the reception/waiting area. There should be secured access by card reader, but open for business hours.
- B. Office Area: Office area, large enough to accommodate the installation of nine (9) 96 sq. ft. cubicle stations (Lessor provided), eighty-five (85) 72 sq. ft. cubicle stations (Lessor provided), five (5) 64 sq. ft. workstations (Lessor provided). Private offices may be substituted for cubicle stations if they are already part of the facility and don't require build out. All offices/cubicles shall provide standard commercial-grade desk systems with drawers and shelving. Standard electrical requirements for open office areas are four 20-amp circuits for every eight systems furniture cubicles.
- C. Copy Area: Dedicated electrical circuit must be provided.
- D. Conference Rooms: Electrical service must be provided for installation of wall mounted monitors in the small (2) and medium (2) conference rooms. The one (1) large conference room must be able to accommodate AV media setup for large monitors or projector systems.
- E. Storage Rooms: All storage rooms must be lockable. It is preferred that all storage rooms include shelving units (Lessor provided)
- F. Kitchen: This room will contain a minimum of 12 linear feet of counter space with cabinets above and below, a hot/cold water double compartment sink, adequate outlets, circuits and waterlines to allow for a refrigerator, coffeepot, and microwave. Refrigerator to be provided by Lessor. This room may be included within the cafeteria/dining room.
- G. Cafeteria/Dining Room: Lessor to provide all tables and chairs to accommodate 25-30 people.
- H. Restrooms-Staff: Facility must include Five (5) bathrooms, two (2) men, two (2) women, and one (1) gender neutral/UA.
- I. Lactation Room: Electrical service must be provided. Room must be lockable and clearly marked.
- J. Common areas (staff restrooms, break area, large conference room, server room, etc.) may be shared,

but should have separate entrances from each office area.

K. All Premise exterior doors must have Lessor-provided card readers. Refer to Exhibit C for more information, additional card readers as noted in Summarized Room Requirements.

L. Master specifications and design standards can be found at the following:

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

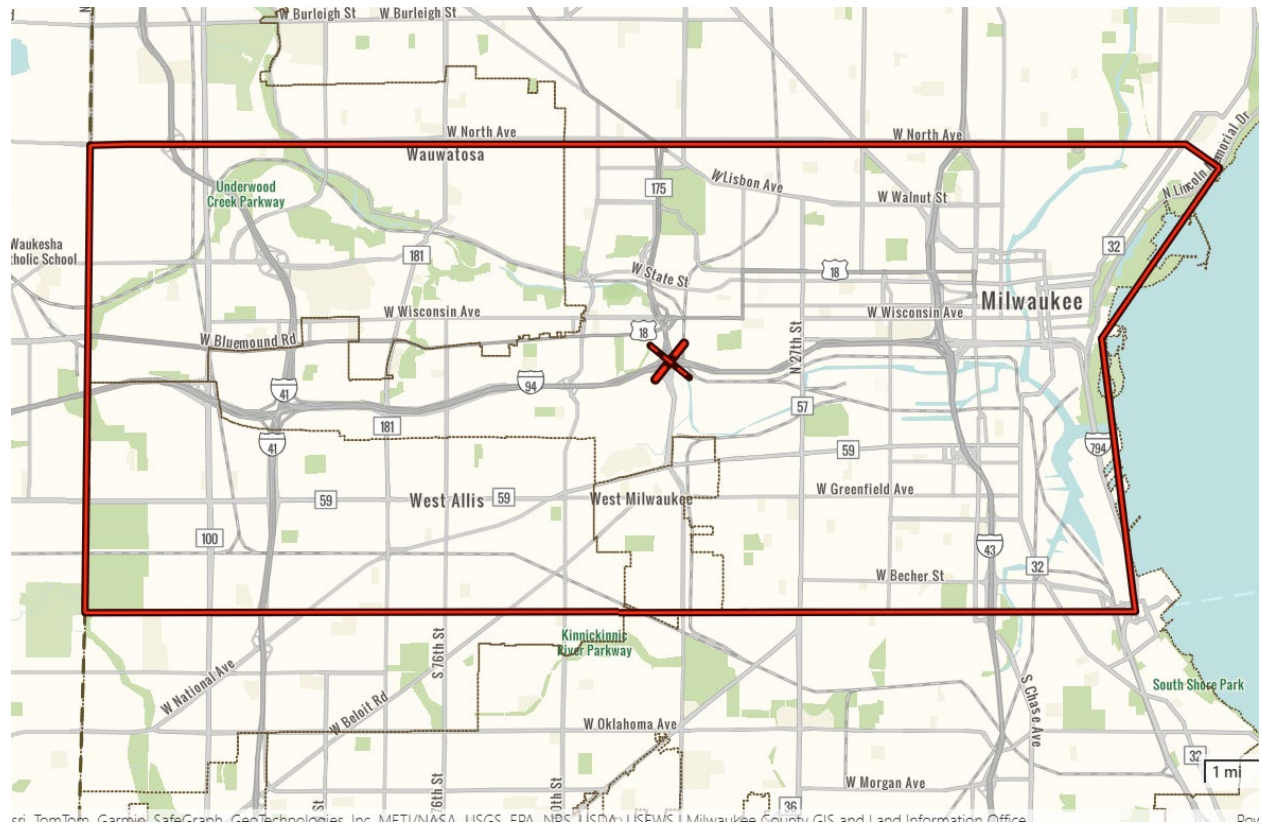
APPENDIX 4 – EXHIBITS

EXHIBIT A – MANDATORY AREA

Area Description

The Mandatory Area extends to within 5 Miles of the Interstate 94 East-West Corridor within Milwaukee County, and as depicted within the boundaries outlined in Exhibit B, Mandatory Area Map (below).

EXHIBIT B – MANDATORY AREA MAP



APPENDIX 5 – FORM TO SUBMIT PROPOSER’S QUESTIONS

STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION REQUEST FOR PROPOSAL No. 395-070

Instructions: On or before 2:00 CT, April 30, 2025 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 May 7, 2025 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 DOT 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 |
|------------------------------|----------|---|
| | | |
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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) 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) In-Suite Janitorial/mat service \$ _____/sq. ft.
 - 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.
- c) Total Tenant Improvements (sum of 1-2 below) \$ _____/sq. ft.
Provide total costs and annual cost per sq. ft.
 - 1) Estimated Tenant Improvement Costs \$ _____/sq. ft.
\$ _____
 - 2) Estimated Furniture & Installation Costs \$ _____/sq. ft.
\$ _____
 - 3) Estimated Cabling Costs \$ _____/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 (equals the 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. Electricity, gas and real estate taxes may be reconciled to actual annually according to final lease terms.
 - 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) | Five (5) years |
| B) Annual Escalator, if any (shall not apply to Net Tenant Improvements) | 1.50% |
| C) Renewal Options | Three 1-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 (prior to Lease Commencement Date) | _____, 2025 |
| F) Lease Commencement Date | _____, 2025 |
| 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 | <u>Annual Rent w/o Amortization</u> | <u>Tenant Improvements Amortization (if any)</u> | <u>Total Annual Rent</u> |
|-----------------------------------|--|---|-------------------------------------|
| <u>Initial Term</u> | | | |
| Year 1 | | | |
| Year 2 | | | |
| Year 3 | | | |
| Year 4 | | | |
| Year 5 | | | |
| <u>First Renewal Term</u> | | | |
| Year 6 | | N/A – costs fully amortized | |
| <u>Second Renewal Term</u> | | | |
| Year 7 | | N/A – costs fully amortized | |
| <u>Third Renewal Term</u> | | | |
| Year 8 | | N/A – costs fully amortized | |

IV. SUBMITTED BY:

Proposer's Contact Information

Proposer's Agent Contact Information (if different)

Company Name

Full Address (street and city)

Telephone Number (Office/Mobile)

Email Address

Contact Name

Signature

Date _____

Agent/Firm Name

Full Address (street and city)

Telephone Number (Office/Mobile)

Email Address

Contact Name

Signature

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.

DOT 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 as follows:

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

The temperature range during unoccupied times (weekends, generally) 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. Provide Water, Sewer, and Heat & Air conditioning.
 7. Provide electricity for lights and other electrical equipment necessary for operation of the Premises.
 8. 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.
 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 access cards for card access system and/or door keys for Tenant's staff, as requested.
 12. Provide walk-off mats. Replace as needed when worn.
 13. Provide mat service. At all entrances and high-traffic corridors adjacent to entrances. Mats to be provided and serviced/refreshed bi-weekly or as needed.
 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. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels, and toilet tissue.

17. 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.

| <u>Building Exterior, Entrance Lawn & Drip Beds and Parking Lot</u> | | Daily | Weekly | Monthly | Semi-annually (Oct & Apr) | Annually (Mar or Apr) | As Needed |
|---|---------------------------------------|-------|--------|---------|---------------------------|-----------------------|-----------|
| Cigarette sand urns or containers | Clean out & damp wipe | X | | | | | |
| Entrance walkway | Scrape off gum | | | | | | X |
| Entrance walkway, entrance lawn, entrance drip beds | Pick up trash/debris, cigarette butts | X | | | | | |
| Parking Lot, remainder of grounds | Pick up trash/debris, cigarette butts | | X | | | | |
| Trash containers | Empty, replace can liners | X | | | | | |

| <u>Entryway/Vestibule</u> | | Daily | Weekly | Monthly | Semi-Annually (Oct & Apr) | Annually (Mar or Apr) | As Needed |
|--|-----------------------------|-------|--------|---------|---------------------------|-----------------------|-----------|
| Doors and hardware | Clean | X | | | | | |
| Floor (move any fixtures) | Sweep/dust mop & damp mop | X | | | | | |
| Glass up to 7 ft., interior & exterior | Clean | X | | | | | |
| Literature racks, fixtures | Dust | | | X | | | |
| Recessed track-off mat | Vacuum | X | | | | | |
| | Clean out tray (remove mat) | | X | | | | |

| <u>Public Counters, Reception, Waiting Area, Corridors</u> | | Daily | Weekly | Monthly | Semi-Annually (Oct & Apr) | Annually (Mar or Apr) | As Needed |
|--|---------------------------------|------------|--------|---------|---------------------------|-----------------------|-----------|
| "Serving Customer #" displays | Dust | | | X | | | |
| Back counter, where free of papers | Dust & damp wipe | | | X | | | |
| Carpet | Vacuum | X | | | | | |
| | Spot clean, use remover product | X | | | | | |
| | Edge vacuum | | | X | | | |
| Drinking fountain | Clean, polish, disinfect | X | | | | | |
| End tables, vinyl chairs | Damp wipe & disinfect | spot clean | X | | | | |
| Entry walk-off mats | Vacuum | X | | | | | |
| Floor, hard or resilient | Dust & damp mop | X | | | | | |
| | Spray buff | | X | | | | |

| <u>Public Counters, Reception, Waiting Area, Corridors (Continued)</u> | | Daily | Weekly | Monthly | Semi-Annually (Oct & Apr) | Annually (Mar or Apr) | As Needed |
|--|--|-------|--------|---------|---------------------------|-----------------------|-----------|
|--|--|-------|--------|---------|---------------------------|-----------------------|-----------|

| | | | | | | | |
|---|---------------------------------|------------|---|---|--|--|---|
| Glass, including interior side of windows | Clean | spot clean | | X | | | |
| Literature racks, fixtures | Dust | | | X | | | |
| Partitions | Spot clean/spot vacuum | | | | | | X |
| Public telephone & cabinet surround | Damp wipe & disinfect | spot clean | | X | | | |
| Public use counters, written test area, transaction surface at service window | Damp wipe & disinfect | X | | | | | |
| Trash/recyclables containers | Empty, replace liners as needed | X | | | | | |
| | Damp wipe | | | | | | X |
| Upholstered furniture | Vacuum | spot clean | X | | | | |

Additional Notes: No cleaning of employee work surfaces/areas at reception station and service windows. No cleaning of program office equipment, such as, test touch screens, vision testing machines, cameras, copiers, computers, printers

| <u>Restrooms</u> | | Daily | Weekly | Monthly | Semi-Annually (Oct & Apr) | Annually (Mar or Apr) | As Needed |
|---|---------------------------------|------------|--------|---------|------------------------------|--------------------------|-----------|
| Air fresheners | Change cartridge & batteries | | | | | | X |
| Door hardware (handles, push/pull plates) | Damp wipe & disinfect | X | | | | | |
| Doors, partitions, walls, cabinetry | Damp wipe & disinfect | spot clean | | X | | | |
| Floor | Sweep/dust mop & damp mop | X | | | | | |
| | Spray buff | | X | | | | |
| Mirrors, fixtures, brightwork, etc. | Clean and polish dry | X | | | | | |
| Paper towel/toilet paper/soap dispensers | Fill | X | | | | | |
| | Damp wipe & disinfect | spot clean | | X | | | |
| Sinks, countertops | Clean and disinfect | X | | | | | |
| Toilets, urinals, flush valves | Clean and disinfect | X | | | | | |
| | Acid clean/de-scale | | X | | | | |
| Trash containers | Empty, replace liners as needed | X | | | | | |
| | Damp wipe | | | | | | X |

| <u>Conference Rooms</u> | | Daily | Weekly | Monthly | Semi-Annually (Oct & Apr) | Annually (Mar or Apr) | As Needed |
|------------------------------|---------------------------------|------------|--------|---------|------------------------------|--------------------------|-----------|
| Carpet | Vacuum | | X | | | | |
| | Spot clean, use remover product | X | | | | | |
| | Edge vacuum | | | X | | | |
| Glass panels | Clean | spot clean | | X | | | |
| Tables, chairs | Damp wipe | spot clean | | X | | | |
| Trash/recyclables containers | Empty, replace liners as needed | X | | | | | |
| | Damp wipe | | | | | | X |
| Upholstered furniture | Vacuum | spot clean | | X | | | |

Additional notes: No cleaning of whiteboards, chalkboards – responsibility of user

| <u>Offices, Cubicles, Aisles (not public use areas)</u> | | Daily | Weekly | Monthly | Semi-Annually (Oct & Apr) | Annually (Mar or Apr) | As Needed |
|--|----------------------------------|-------------------|--------|----------|------------------------------|--------------------------|-----------|
| Carpet | Vacuum | X | | | | | |
| | Spot clean, user remover product | X | | | | | |
| | Edge vacuum | | | X | | | |
| Glass panels | Clean | spot clean | | X | | | |
| Recyclables containers, individual & centralized | Empty, replace liners as needed | X | | | | | |
| Trash containers, centralized | Empty, replace liners as needed | X | | | | | |
| | Damp wipe | | | | | | X |

Additional notes: No cleaning of furniture, telephones, work surfaces in offices and cubicles. No cleaning of office equipment in any area

| <u>Employee Break Room</u> | | Daily | Weekly | Monthly | Semi-Annually (Oct & Apr) | Annually (Mar or Apr) | As Needed |
|---|---------------------------------|-------------------|--------|----------|------------------------------|--------------------------|-----------|
| Floor | Sweep/dust mop & damp mop | X | | | | | |
| | Spray buff | | | X | | | |
| Paper towel/soap dispensers, if same as restrooms | Fill when half empty | | | | | | X |
| | Damp wipe | spot clean | | X | | | |
| Table tops, countertops, cleared sinks, faucets | Damp wipe & disinfect | X | | | | | |
| Table pedestals, chairs, vending machines, cabinet fronts | Damp wipe | spot clean | | X | | | |
| Trash/recyclables containers | Empty, replace liners as needed | X | | | | | |
| | Damp wipe | X | | | | | |

Additional notes: No cleaning of inside or outside of refrigerator, microwave, coffee pot, dishes

| <u>Janitor Storage Room, Mechanical Room</u> | | Daily | Weekly | Monthly | Semi-Annually (Oct & Apr) | Annually (Mar or Apr) | As Needed |
|---|------------------------|-------------------|----------|---------|------------------------------|--------------------------|-----------|
| Equipment and supplies--janitorial | Clean and neatly store | X | | | | | |
| Floor | Sweep & damp mop | spot clean | X | | | | |
| Utility sink | Clean and disinfect | X | | | | | |

| <u>Building-wide Services</u> | | Daily | Weekly | Monthly | Semi-Annually (Oct & Apr) | Annually (Mar or Apr) | As Needed |
|---|---------------------------|-------|--------|----------|------------------------------|--------------------------|-----------|
| Air/heating distribution units, supply & return air grilles | Dust & damp wipe | | | X | | | |
| Carpet, entire building (may be separate contract--site specific) | Steam extraction cleaning | | | | X | | |
| Ceiling Fans | Dust | | | | | X | |

| | | | | | | | |
|---|-----------------|--|--|---|--|---|---|
| Cobwebs | Remove | | | | | | X |
| Doors, walls, cabinetry fronts | Spot clean | | | | | | X |
| Fire extinguishers/cabinets, alarm pulls, etc. | Dust | | | X | | | |
| Floors, hard and resilient | Strip & seal | | | | | X | |
| Window blinds | Dust and vacuum | | | | | X | |
| Window ledges, wall pictures, wall-mounted & pendant light fixtures | Dust | | | X | | | |
| Window glass & high glass, screens--interior & exterior | Clean | | | | | X | |

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 authorities 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 such authorities 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. Parking – Lessor shall provide sufficient unreserved, adjacent, onsite parking stalls for both staff and visitors: for no less than 100 people, comprised of both dedicated, off-street parking and up to half being shared/on-street parking stalls.
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 6:00 AM each working day and 9:00 AM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e., individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

Lessor must supply one 5-gallon pail with lid of calcium chloride and a scoop at the entrance(s) to the building(s), for use by WisDOT staff on sidewalks and entrances when the contractor is not on site. Calcium chloride provided at the entrances is for the convenience of WisDOT staff and does not excuse the Lessor from deicing in accordance with lease requirements.

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. Furnish building occupancy or use permit(s) if required.
22. 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).
23. 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.

DOT 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>

1. Ceilings:

- a. Offices, open office, conference room, data/phone closet, reception/waiting areas, training rooms, breakroom: 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 area such as restrooms, entrances, 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, clerical areas, conference room, work/mail 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. Restrooms: Ceramic floor tile and base.
- c. Storage room, data/phone closet, waiting areas, entries, etc.: Ceramic tile, vinyl tile, or sheet goods.
- d. Breakroom, vending machine areas, storage room, copier rooms, data/phone closet, etc.: vinyl tile or sheet goods.
- e. Vestibule/lobby: Provide recessed mats similar to DecoGard "Pedi mat".
- f. Loading dock, mechanical rooms: Sealed concrete floors.
- g. Cove Base: Provide 4" vinyl cove base wherever vinyl flooring and carpet is used.

3. Walls:

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

- h. The Lessor will hang/install bulletin boards, pictures, tack strips, whiteboards, screens, etc., as provided by the Tenant.
- i. The Lessor will provide blocking to allow for installation of Tenant provided smart board and/or wall-mounted monitors in locations noted by the tenant. Note locations.

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.
- 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. Private offices, conference rooms, storage rooms, and communications will require lockset. 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, suite entry, waiting room, conference room, training rooms shall have a window or sidelight window.
- h. The entrance doors and from the waiting area into the office area shall have a Lessor provided card reader system.

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. Break room shall have sufficient outlets for a refrigerator, microwave, and coffee maker.
- e. Lactation room shall have an outlet for a refrigerator.
- f. Lessor to provide electric base feed connections for systems furniture power. Cables or “whips” to be provided by the furniture vendor. Circuits and wiring for this connection shall be as required by systems furniture manufacturer.

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.
- 3) The lighting designer, architect, user agency, and Lessor shall discuss if the task lighting that will be provided for cubical furniture. Lessee recommends task lighting be fixed where possible and utilize LED low-wattage lighting.

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. Consult the User Agency for preference on exterior lighting control.
- 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) Architectural lighting control systems (scene lighting controls), or whole-building programmable control systems utilizing multiple control panels, shall be used only when necessary. These systems may be considered only for lighting control in lecture halls, auditoriums, and theaters, for switching of large areas, or for specific energy-saving requirements.
- 3) Vacancy sensors shall be used as much as practical. Vacancy sensors require the occupant to turn the lights ON manually. Vacancy sensors shall typically be used for required automatic light shut-off control instead of central time-clock control or central energy-management system control. (Occupancy sensors shall still be used in spaces where vacancy sensors would create unsafe environments such as restrooms and stairwells)
- 4) Daylighting/photo sensors shall be used where practical to provide continuous dimming of lighting in day lit areas.
- 5) 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.
- 6) 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. Each room, as identified will have at least two Communication Equipment Outlets consisting of 3/4" - 1" conduit in all new walls from above

the suspended ceiling and terminating in a 4-11/16" square, deep Outlet Box. Smaller 3/4" conduit is acceptable for locations intended for a Wireless Access Point or Security Device.

- b. Conduit, raceways, or clear paths will be provided from the data/telecom room to the ceiling area of each enclosed room and clerical area to accommodate the data/telecom lines.
- c. Data wiring shall be furnished and installed by the Lessor.

10. Sound Masking System:

- a. The building is to include a sound masking system configured to reduce sound transmission and noise reduction coefficient. The intent of the system is to provide privacy for the staff working in the open office spaces and to cover the speech from one area affecting another. In order to achieve this, the Proposer shall properly design and specify a sound masking system for the office spaces of the building.
- b. The sound masking systems shall produce a digital broadband sound spectrum, complementary to the speech spectrum that effectively covers speech levels. The Proposer shall investigate system types utilizing "white" or "pink" noise and coordinate with DFM.
- c. The system shall be UL listed and meet the ASTM E-1130 standards for speech privacy and sound uniformity.
- d. The sound masking system shall be zoned and provide individual control for each of the Agency groups within the building via a software interface. Sound masking will not be required in building mechanical rooms, storage rooms, and any rooms with recording equipment. Central equipment for this system will be located in the Communications Equipment Room(s).

11. 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. The break area shall have 6'-8' counter of standard depth and height with splashguard with a single H/C water double compartment sink.
- c. Work/Mail rooms shall both have a countertop and upper and lower cabinetry, laminated fronts.
- d. Provide a coat racks and/or closets, with shelf and rod.
- e. Provide a standing height counter of approximately 6' in length with base cabinets under it in the clerical area.
- f. Provide a 4' wide by 3' high pass-thru window with writing ledge on the waiting area side and standing height counter on the clerical area.

12. Plumbing:

- a. The breakroom/lactation room counter(s) shall meet the minimum ADA requirements. Breakroom and lactation room include a sink or sinks and should have hot/cold running water.
- b. All rest room fixtures and furnishings will be ADA compliant.
- c. Insulate all under sink lavatory piping.
- d. One janitorial sink shall be provided in the janitor's closet.
- e. Water lines will be provided for connection to coffee maker and refrigerator in the kitchenette/breakroom.

13. 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 office and conference room doors and as listed in Summarized Room Requirements.
- b. Lessor to provide and maintain a complete operating Card Access system. The card access system shall be fully compatible with the existing card access system currently located in various State Office Buildings and will be controlled and monitored by the existing State Capitol Police CCure 9000 system. The System shall include proximity card readers, controllers, wiring, and all other equipment necessary for the complete specified operation with the existing CCure 9000 System.

The system shall utilize Software House iStar controllers and add-on boards as appropriate for the specific installation. Controllers shall be fully integrated with the existing Software House CCure 9000 system and shall be of the latest design with the current version of firmware. Access cards provided by the tenant will be 35-bit proximity cards compatible with existing HID brand Corporate 1000 cards currently used by the Capitol Police; numbering shall be coordinated by the factory with the existing Capitol Police card database. Card readers shall be compatible with existing 125 KHz proximity access cards. Each reader shall be the model and size most appropriate for each individual door application.

- c. All exterior ingress doors, data/telecom room, wiring closets and lactation room are to have card access and as listed in Summarized Room Requirements.

14. 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.

15. Signage:

- a. Provide and install ADA compliant directional signage in main entrance and in hallways as necessary to direct clientele to offices, which are not located at the main entrance. Signage to be visible and legible from a 15'-0" distance and well lit.
- b. Provide and install ADA compliant restroom signage utilizing Grade 2 Braille and pictographs.
- c. Provide and install miscellaneous signage such as Emergency Exit Only, Employees Only, No Admittance, HC parking stall(s), etc.

16. 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.

17. 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
- 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

18. 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. 395-070
Department of Transportation, County of Outagamie

The attached material submitted in response to RFP No. 395-070 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 | | | |
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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.

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