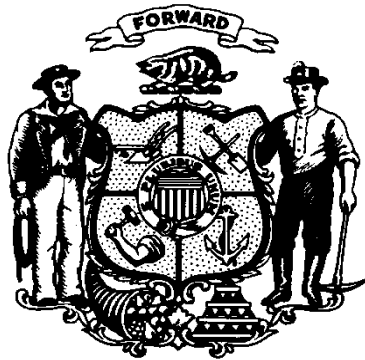


RFP No. 485-007

**REQUEST FOR PROPOSALS (RFP)
FOR THE LEASING OF AN OFFICE FACILITY
TO BE OCCUPIED BY THE
STATE OF WISCONSIN
DEPARTMENT OF VETERANS AFFAIRS (DVA)
WITHIN THE NORTHWEST REGION OF WISCONSIN**

Issued: November 16, 2023

Updated: November 30, 2023



Proposals Due by: 2:00 PM, January 31, 2024

**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 a forty-eight (48) single occupancy room facility. The facility will be used to house homeless veterans for use by the Department of Veteran’s Affairs (DVA). This facility must have a minimum of 48 individual bedrooms with attached private bathrooms (sink, toilet, shower). The location should ensure convenient access to businesses, grocery stores, medical facilities, job opportunities, and be located on a long-distance intercity bus service route. This facility must be in the upper northwest region of Wisconsin and within the boundaries described in Appendix 4, Exhibit A and B.

II. SELECTION AND AWARD PROCESS

A. SCHEDULE

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

Process	Estimated Timeline
RFP Posted	November 16, 2023
Proposer's Questions Due to DOA by 2:00 PM CT	January 17, 2024
Responses to Proposers Questions Posted	January 24, 2024
Proposals Due by 2:00 PM CT (Due Date)	January 31, 2024
Initial Evaluations of Proposals and possible Property Tours	Approximately 1-3 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 1-4 wks.
State Building Commission Approval (target)	TBD – target [May 2024]
Joint Committee on Finance Passive Review (target)	TBD – target [May 2024]
Lease Execution (after necessary approvals)	Approx. 1 week
Targeted Tenant Access Date	August 12, 2024
Targeted Lease Commencement Date	September 12, 2024

B. PROPOSERS QUESTIONS AND DOA RESPONSES

On or before 2:00 PM CT on January 17, 2024, 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 #485-007 in the subject line of the email.

Written responses to properly submitted relevant requests will be posted by January 24, 2024, 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 DVA 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 DVA. 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

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 DVA'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 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 January 31, 2024 (Due Date)

B. FORMAT

Printed version, only if requested in Section A: Proposals should be formatted to be on 8 ½"x11" paper, either portrait or landscape. For legibility purposes, plans, schedules, or other relevant proposal documents may be formatted to be on 11"x17" paper and folded to the equivalency of an 8 1/2" 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 incomplete 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, or AutoCAD drawing file.
- 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.
- 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 DVA 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 two 5-year renewal options. If available, an option to purchase would be considered by DVA, although it is not mandatory.
- 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: DVA and/or DVA'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. DVA and/or DVA'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 build out and occupancy certificate. Indicate your certainty of meeting the targeted occupancy date set forth in Section IIA above.

2. Locational Attributes and Site Information

- a. This facility must be located in any one of the following counties in northwest Wisconsin: Douglas, Bayfield, Sawyer, Rusk, Chippewa, Eau Claire, Pepin, Buffalo, Burnett, Polk, St. Croix, Pierce, Washburn, Dunn, or Barron County.
- b. The site should have ready access to major transportation routes in the area and be located on a long-distance intercity bus service route.
- c. A site with access to businesses, grocery stores, medical facilities, and job opportunities is preferred, so veterans can use each service as needed.
- d. Only facilities located within the mandatory location detailed in Exhibit A will be considered.

3. Facility Details and Layout

The building will be evaluated on the following:

- a. Quality and Flexibility of Building and Design:
 - i. The facility can be single or multi-story. If multi-story, the building must have an

- ADA accessible elevator.
 - ii. The building must have a sprinkler system.
 - iii. The building must be heated and air-conditioned.
 - iv. Preference will be given to a facility in which the Resident Rooms can be separated into two separate and secure areas to accommodate both male and female veterans. All other housing support can be common area rooms such as one kitchen.
 - v. The facility will contain a mix of bedrooms, open area for gathering/dining rooms, kitchen, staff break rooms and restrooms, as outlined in the General and Summarized Room Requirements, Appendices 2 and 3.
 - vi. Interior climate control should be zoned to respond automatically to changing conditions.
 - vii. Preference will be given to proposed locations that are able to accommodate potential future expansion.
 - viii. Proposals will be judged on the adequacy of the design to address program requirements as set forth below in the Summarized Room Requirements. The majority of the evaluation in this section will be based upon these requirements.
 - ix. Proposal to include a separate cost for furnishings to be included.
- b. Safety and Accessibility Requirements:
- i. All areas of the Premises, the applicable common areas, entrances, exits and parking lots serving the Premises shall meet all requirements of handicapped accessibility, health, and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332,361-365 and Americans with Disabilities Act guidelines (ADAAG). The ADAAG guidelines will take precedence over state building codes Chapter 52.04, except when such state codes shall be equal to or exceed specifications in ADAAG.
 - ii. Alarm systems: Lessor will provide digital alarm systems for intrusion, fire, smoke and carbon monoxide detection.
 - iii. 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 staff 24/7/365. Security cameras must be placed according to a security plan following a review of the property and floor plans to be approved by DVA. The security plan will include security cameras with monitored feed of the reception area, interview suites, all exterior entrance areas, and parking area. Lessor is responsible for electrical and data cabling and installation of security cameras.
 - v. Access Control System: Lessor will provide an electronic Access Control System and electronic and keyed door locks as noted:
 - 1. Card access readers to be administered by DVA's VHRP contractor on all DVA controlled exterior doors and interior doors as noted in Appendices 2 and 3.
 - 2. Keying of interior doors as specified in Appendices 2 and 3. All interior and exterior locks must be rekeyed per a master keying design provided by DVA.
 - 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:

All electrical and data cabling shall be provided by the Lessor. All outlets, panels, connections, and cabling to be installed according to approved plan coordinated with the DVA per the cabling and jack requirements in Schedule II.

- i. Connectivity – This facility should be wired for Wi-Fi, internet, phone and Cable TV, where necessary (e.g., Resident Rooms, Private Offices, Resident Computer Room, and Community Room).

d. Parking:

- i. Provides off-street parking for 25 staff and visitors. Visitor parking should be located proximate to 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 DVA's square footage requirements and best practices of efficient design, developed in coordination with DOA, DFTS, and the DVA.
- ii. The Proposer will provide to the Lessee and the DVA 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 DVA.
- iii. The proposer will provide the final space plan in AutoCAD format to Lessee and the DVA.
- iv. DVA 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
A.	Resident Rooms /bathrooms	Private	48	350	16,800	Single occupancy rooms with private bathrooms.
B.	Offices	Private	10	120	1,200	One office to be adjacent to the kitchen.
C.	Work Room	Room	1	100	100	
D.	Community and Dining Room	Room	1	1,100	1,100	Can be combined or separate.
E.	Main Kitchen	Room	1	1,000	1,000	Kitchen designed for facility wide service.
F.	Storage Pantry	Room	1	300	300	Sufficient storage for canned and dry goods.
G.	Lobby/Vestibule/Waiting	Room	1	1,000	1,000	
H.	Laundry Room	Room	1	200	200	
I.	File Room	Room	1	150	150	
J.	Storage Room	Room	2	400	800	
K.	Breakroom	Room	1	400	400	
L.	Staff Restrooms	Room	2	200	400	
M.	Public Restrooms - ADA compliant	Room	2	75	150	Adjacent to Lobby/Vestibule.
N.	Janitor's Closet	Room	1	80	80	As needed.
O.	Resident Computer Room	Room	1	325	325	Accommodate minimum of 6 computer stations.
P.	Group Room	Room	2	600	1,200	To accommodate up to 20 people
Q.	Meeting Room	Room	1	1,000	1,000	To accommodate up to 35 people.
R.	Loading Dock	Room	1	600	600	
S.	IT Closets	Room	2	110	220	As needed.
T.	Main Equipment Room	Room	1	250	250	As needed.
	Total				27,275.0	
	Estimated Circulation				5,455	Approximately 20%
	Total Estimated Usable Sq. Ft.				32,730.0	
Note: The above assumes no building common areas or Building Load Factor.						

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. Resident Rooms – There shall be a minimum of forty-eight (48) resident rooms with adequate private restrooms in the Resident Rooms. Preference will be given to facilities where rooms could be separated into male and female areas. Each room to include one each of the following furnishings; twin bed (frame and mattress), nightstand, dresser, desk and desk chair. The doors require keyed locks.
- B. Offices – Office layout to accommodate the following furnishings (to be included); desk with return surface, task chair, two guest chairs, under desk file and 5 drawer lateral file cabinet. Offices to include power/data on two opposite walls and convenience outlet on third wall. The doors require keyed locks. Please refer to sample layout in Appendix 4, Exhibit C.
- C. Work Room – Room must be sufficiently sized to accommodate of a copy machine and must contain the necessary electrical and voice and data outlets. The room should have a minimum of 6 linear feet of upper and lower cabinets with countertops for office supplies and/or capability for shelving. The door requires a keyed lock.
- D. Community/Dining Room – Areas sufficient in size to accommodate all facility residents and staff at one time (approximately up to 75 people). Furnishings to include (8) tables for 6 people and (48) dining chairs.
- E. Main Kitchen - Must be fully equipped and appropriately sized to prepare daily meals for not less than forty-eight (48) residents, 24/7/365.
- F. Storage Pantry – Must include sufficient shelving for canned and dry goods. The door requires a keyed lock.
- G. Lobby/Vestibule/Waiting – The vestibule area is needed to provide an air gap for temperature changes into the lobby/waiting area. It will also allow monitoring of anyone entering or existing the building. The lobby reception desk (to include appropriate electrical and voice/data) is to provide all initial assistance at the entry to the facility. The lobby and waiting area should be adjacent to the offices and public restrooms and if not openly visible to the office area, could have a pass-through window recessed into the counter. Furnishings to include (1) 48-64 sf reception workstation, task chair, under-surface file cabinet, (4) lounge chairs, (1) side table.
- H. Laundry Room(s) – The facility must have at least five clothes washing machines and five clothes dryers (appliances to be supplied by Lessee).
- I. File Room – Storage of file cabinets, minimum of (4) 42” wide, 5-drawer lateral file cabinets. The door requires a keyed lock.
- J. Storage Rooms – Storage Rooms should have shelving used for clothing donations, storage of extra supplies or needed items for the facility. The doors require a keyed lock.

- K. Breakroom – Area for up to 4 staff to store and eat their meals, to be furnished with a table and 4 chairs. This room shall have a minimum length between 6'-8' of countertop with lower and upper cabinets, hot/cold double compartment stainless steel sink, and sufficient electrical outlets and water lines for Lessor provided appliances, not limited to a refrigerator, microwave and coffee maker. Cabinets and counter to meet ADA requirements.
- L. Staff Restrooms – Need at least 2 restrooms for employees, separate from public restrooms. All restrooms to be meet ADA requirements.
- M. Public Unisex Restroom – Lobby - One ADA accessible unisex restroom is needed for visitors and should be located near the front of the entrance. Bathrooms should have a toilet, hot/cold water sink with a mirror above and all dispensers.
- N. Janitor's Closet – Must allow for space for cleaning equipment such as vacuum, mop buckets, low profile bucket fill station, cleaning supplies. The door requires a keyed lock.
- O. Resident Computer Room – To accommodate a minimum of 6 computers and a single printer. Provide data/electrical outlets for each computer station and printer. Provide (6) 24x36 desks, (6) chairs and (1) 30x48 surface for printer. Refer to sample layout in Appendix 4, Exhibit C.
- P. Group Room – Provide power/data for a TV/Monitor, AV outlets, and tables and chairs for up to 25 people. Furniture to include to be movable for flexible room configurations.
- Q. Meeting Room – Provide power/data for a TV/Monitor, AV outlets, and tables and chairs for up to 35 people. Furniture to include to be movable for flexible room configurations.
- R. Loading Dock – Space for trash/recycling, dumpsters outside, including a storage room for spare appliances (200 SF) with (2) storage shelving racks.
- S. IT Closets – Standard per DFD requirements. Space must be temperature controlled and have sufficient electrical and data to support the distribution of network cabling and equipment. Doors must have card readers.
- T. Main Equipment Room – Standard per DFD requirements. Space must be temperature controlled and have sufficient electrical and data to support the distribution of network cabling and equipment. Doors must have card readers.

APPENDIX 4 – EXHIBITS

EXHIBIT A – MANDATORY AREA

Area Description

The Mandatory Area is defined by the following boundaries:

- **North** – Douglas and Bayfield County
- **East** – Sawyer, Rusk, Chippewa, and Eau Claire County
- **Central** – Washburn, Dunn, and Barron County
- **South** – Pepin and Buffalo County
- **West** – Burnett, Polk, St. Croix, and Pierce County

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

EXHIBIT B – MANDATORY AREA MAP

* Community Based Outpatient Clinics

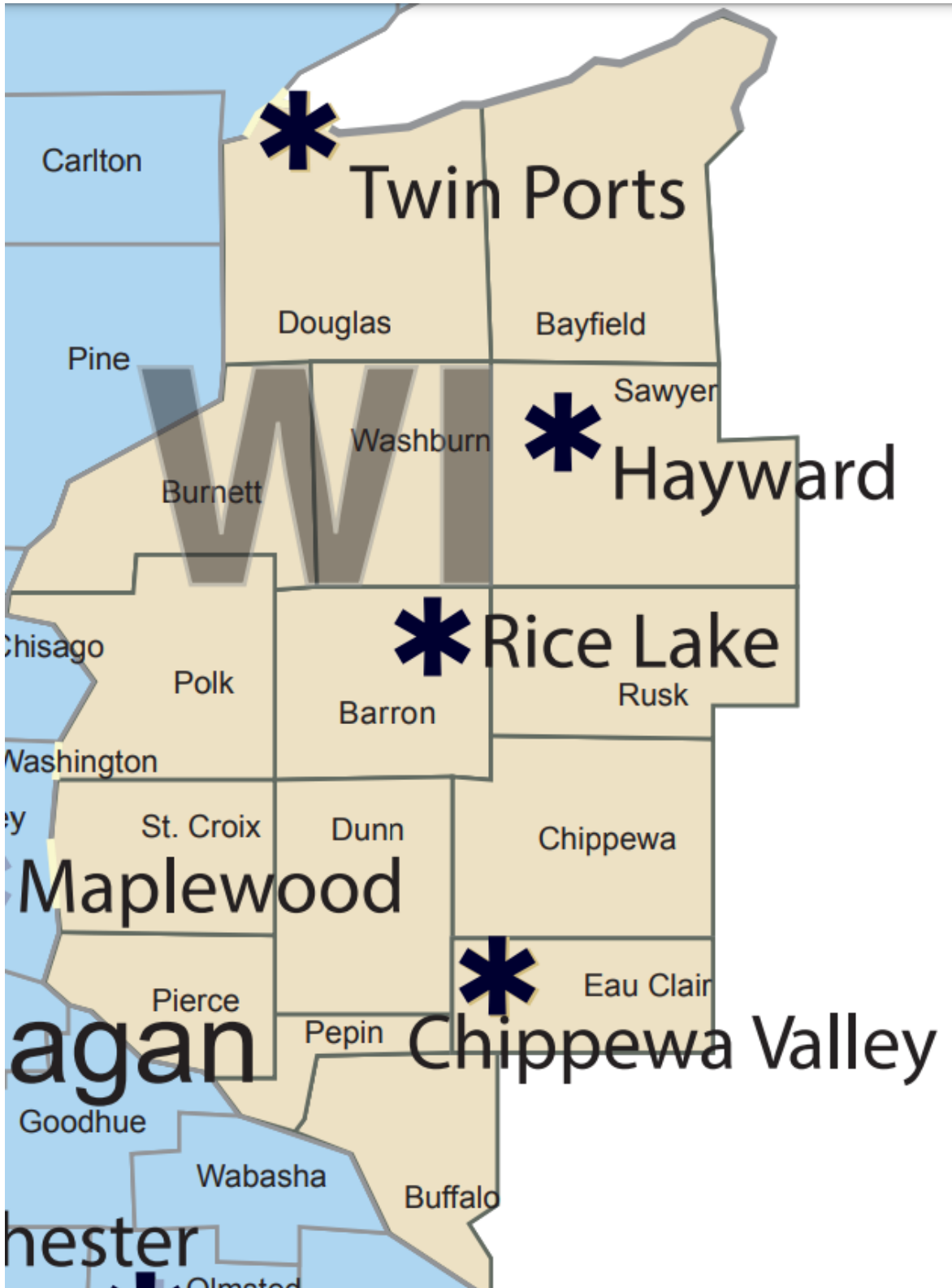
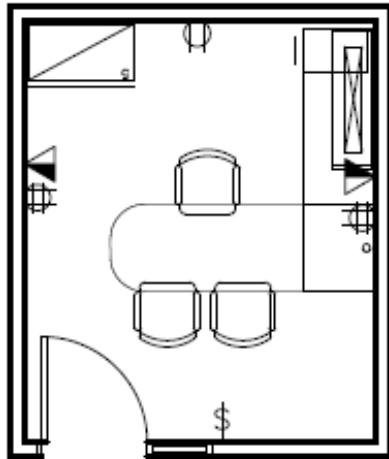
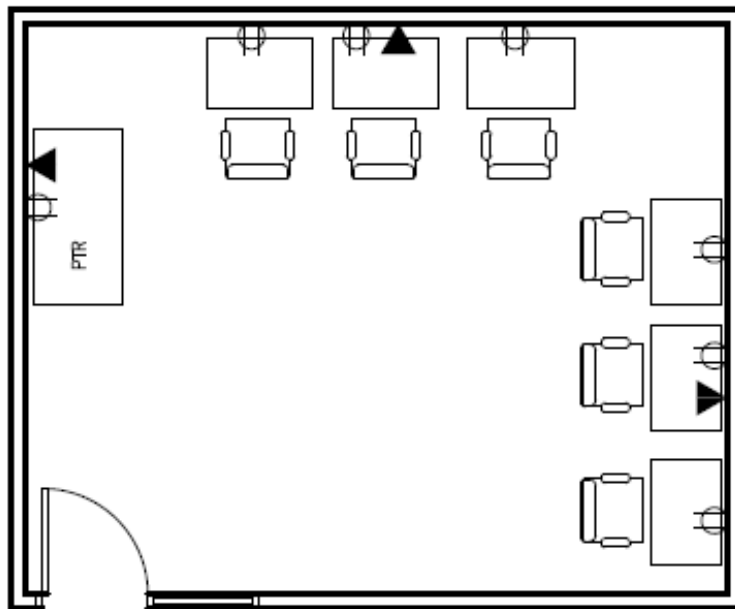


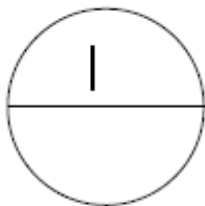
EXHIBIT C – SAMPLE TYPICAL LAYOUTS



Typical Private Office



Resident Computer Room



Sample Typical Layouts

N.T.S.

APPENDIX 5 – FORM TO SUBMIT PROPOSER’S QUESTIONS

**STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION
REQUEST FOR PROPOSAL No. 485-007**

Instructions: On or before 2:00 CT, January 17, 2024, 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 January 24, 2024, 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 DVA 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) Base 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 \$ _____/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.
\$_(____)_
- Gross Rental Rate (sum of (a), (b), (c), & (d) above) \$ _____/sq. ft.

- Notes:**
- 1) The State requires a gross lease with any and all operating expenses included in the Gross Rental Rate.
 - 2) Tenant Improvements above include Premises Build out costs, furniture & installation 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) | _____ % |
| C) Renewal Options | Two 5-yr. options |
| D) Renewal 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 <u>w/o Amortization</u>	Tenant Improvements <u>Amortization (if any)</u>	Total <u>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	
Year 7		N/A – costs fully amortized	
Year 8		N/A – costs fully amortized	
Year 9		N/A – costs fully amortized	
Year 10		N/A – costs fully amortized	
<u>Second 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	

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>

Lease 485-007

DVA Schedule I

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

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

Summer	Winter
76 Degrees (+/- 2 ^o)	70 Degrees (+/- 2 ^o)
50% Humidity Level (+/- 10%)	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^o 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 access cards for card access system and/or door keys for Tenant's staff, as requested.

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

AREA AND FREQUENCY INDICATION:

SEMI-ANNUAL

- a) Resilient/Hard floor Areas - Strip, seal and refinish floors in spring & fall.
- b) Carpet Areas - Wet extract carpet and apply soil retardant in spring & fall.
- c) Restrooms - Wash walls, doors, and partitions in spring & fall.
- d) Air Vents - Clean supply air diffusers and return air grilles in spring & fall.
- e) Windows - Wash windows and storms both inside and outside and vacuum screens in spring & fall.

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.

17. Provide sufficient onsite parking, which is understood by the parties hereto to include 24/7 parking for staff and client owned vehicles.
18. Provide snow and ice control and removal. Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 6:30 AM each working day and 9:00 AM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e., individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

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

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

19. 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.
20. Furnish building occupancy or use permit(s) if required.
21. 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).
22. Upon Lessee's execution of the second renewal option of the Lease, Lessor will at Lessor's cost, repaint and re-carpet the Premises. Lessor shall complete the repainting and re-carpeting by a mutually agreed upon date, but not later than twelve (12) months from the date of Lessee's execution of the second renewal option and 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 of the Premises. Carpet and paint color selections must be mutually agreed to by Lessor and Lessee, in writing.

If for any reason the Premises is not re-carpeted and/or repainted as provided herein, the Lessor shall provide the Lessee with a rent credit for these avoided costs. The credit shall be equal to the sum of \$6.50 per square foot for re-carpeting and \$2.00 per square foot for repainting, subject to annual increases of 2.0% beginning with the second year of the initial lease term. In the event that Lessor partially re-carpets

or repaints the Premises, as provided herein, the credit shall be reduced by any actual costs incurred. This credit shall be applied against Lessee's monthly rent beginning in the thirteenth month following Lessee's execution of the renewal option of the Lease. The Lessor may not choose on its own to not perform the above work in order to avoid Lessor's obligation. The credit calculation above does not limit Lessor's cost of this work.

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.

DVA 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, (update locations as needed) 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/meeting/group rooms, and demising walls, which should be extended to the deck.
- d. Provide expansion joints as necessary.
- e. All walls to receive painted finish of one primer coat and two finish coats of semi-gloss or eggshell 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 AV equipment at 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. All exterior doors shall have a Lessor provided card access system.
- 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 closets 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 any other doors as noted in the Summarized Room Requirements shall have a Lessor provided card access 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. 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.
- d. The data/telecom room must be located within 90 meters of all data drops.
- e. The design and size of the data/telecom room shall adhere to the telecom room size requirements established by DFD standards:

https://doa.wi.gov/DFDM_Documents/MasterSpecs/Communications/Communications%20Guidelines.pdf

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. 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. Also provide mailboxes sufficient for existing staff in the Work/Mail room.

11. Plumbing:

- a. The breakroom counter(s) shall meet the minimum ADA requirements. Breakroom includes 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.

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 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 System shall include proximity card readers, controllers, wiring, and all other equipment necessary for the complete specified.
- c. All exterior ingress doors, data/telecom room, wiring closets are to have card access and as listed in Summarized Room Requirements.
- d. Lessor to provide a surveillance/camera system, plan to be approved by DVA.
 - 1) Video Retention: Lessor shall retain all video footage captured by the security cameras for a minimum of 30 days. After the expiration of this period, Lessor may dispose of the video files unless otherwise required by law or requested by DVA for investigative or legal purposes. The storage and management of video files shall comply with applicable data and protection and privacy requirements. Lessor is responsible for implementing a secure and reliable storage system that ensures the integrity and accessibility of the video footage during the retention period. DVA reserves the right to specify any additional requirements related to retention and storage.

13. Exterior of Building and Landscaping:

- a. Provide landscape as necessary or required by city ordinance.
- b. Parking areas to be paved and striped and complying will all Wisconsin Administrative Codes and ANSI A117.1. Include all signage required for accessible parking stalls.
- c. All entrances and exterior doors to be accessible with grade complying with ANSI A117.1 and Wisconsin Admin Code.
- d. Ensure all exterior walls, windows, roof, walkways, 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 Tenants and 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 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.
- 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:

- a. 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.
- b. IT/Telecom Equipment Rooms preference for a dry pipe system.

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
- 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. 485-007

Department of Veterans Affairs, NW Region of Wisconsin

The attached material submitted in response to RFP No. 485-007 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	