

INVITATION TO QUALIFY

ITQ COVER SHEET

Administrative Information

ITQ Number	005-ITQ-0487-2023	Title of ITQ	Professional Real Estate Broker Services	
Agency	Iowa Department of Administrative Services (DAS)			
Number of years of the term of the Prequalification Agreement	6		Number of possible annual extensions	0
Available to other State agencies?	YES			
Available to Political Subdivisions?	YES			
State Issuing Officer: Craig Trotter Phone: 515-322-8593 E-mail: craig.trotter@iowa.gov				
PROCUREMENT TIMETABLE—Event or Action			Date/Time (Central Time)	
State Posts Notice of ITQ on TSB website			05/18/2023 @ 1:00PM	
State Issues ITQ			05/20/2023 @ 1:00PM	
ITQ written questions, requests for clarification, and suggested changes from Respondents due			05/29/2023 @ 4:00PM	
Responses Due			06/08/2023 @ 4:00PM	
Relevant Websites				
Internet website where Addenda to this ITQ will be posted http://bidopportunities.iowa.gov and IMPACS Electronic Procurement System .				
Internet website where contract terms and conditions are posted https://das.iowa.gov/sites/default/files/procurement/pdf/050116%20terms%20services.pdf				
Firm Response Terms				
The minimum number of days following the deadline for submitting responses that the Respondent guarantees all response terms, will remain firm is 120 Days.				

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Invitation to Qualify (ITQ) is to solicit Responses from Responsible Respondent professional real estate brokers to provide the services identified on the ITQ cover sheet and further described in Section 4 of this ITQ to the Agency identified on the ITQ cover sheet. The Agency intends to identify qualified respondents to establish a pool of prequalified firms who will be able to provide such real property services as needed from time to time. Please note that the inclusion in such pool does not guarantee or provide assurances that a specific firm will be selected to provide real property services to the agency.

1.2 Definitions

For the purposes of this ITQ and the resulting Prequalification Agreement, the following terms shall mean:

“Agency” means the agency identified on the ITQ cover sheet that is issuing the ITQ and any other agency that purchases from the Contract.

“Contract” means the contract(s) entered into after with the successful Respondent(s) after completion of second-tier competitive process.

“Contractor” means the awarded business/person to provide the contractual services agreed upon.

“Deliverable” means the completion of a milestone or accomplishment of a task.

“General Terms and Conditions” means the General Terms and Conditions for Services Contracts as referenced on the ITQ cover page.

“Prequalification Agreement” means the agreement to terms and conditions established through this ITQ, and upon which responses to second-tier competition shall abide.

“Response” means the Respondent’s Response submitted in response to the ITQ.

“Respondent” means the company, organization or other business entity submitting a response in response to this ITQ.

“Responsible Respondent” means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Prequalification Agreement. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to, the Respondent’s competence and qualifications to provide the goods or services requested, the Respondent’s integrity and reliability, the past performance of the Respondent and the best interest of the Agency and the State.

“Responsive Response” means a Response that complies with the material provisions of this ITQ.

“ITQ” means this Invitation to Qualify and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, the Agency, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Prequalification Agreement as permitted by this ITQ.

1.3 Overview of the ITQ Process

Respondents will be required to submit their response through [IMPACS Electronic Procurement System](#). It is the Agency's intention to evaluate Submissions from all Qualified Respondents that tender timely Responsive Submissions, and award the ITQ(s) in accordance with Section 5, Evaluation and Selection.

1.4 Background Information

This ITQ is designed to provide Respondents with the information necessary for the preparation of competitive Response. The ITQ process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Respondent is responsible for determining all factors necessary for submission of a comprehensive Response. It is the Agency's intention to evaluate Responses from all Respondents that submit timely Responsive Responses, and place the best qualified into a pool for second tier competition in accordance with evaluation and selection criteria provided in this ITQ.

A Respondent successfully meeting the ITQ requirements and criteria, in the sole opinion of the ITQ evaluation committee will be placed on the ITQ Prequalified List. Agencies and other Governmental Entities may then, if they so choose, limit their bid lists for projects associated with the ITQ requirements to only the Qualified Respondents on the prequalified ITQ list. Agencies may NOT contract for services directly with those on the prequalified ITQ list but must follow the State's Administrative Rules concerning the process for procurement of goods and services. (See Iowa Administrative Code 11-117.9(7))

The State reserves the right to open up the ITQ prequalification process at any time to enable additional Respondents to apply for pre-qualification. Qualified Respondents from this ITQ will not be required to re-apply in a subsequent ITQ and will remain qualified throughout the duration of the awarded ITQ, provided that they remain qualified for the ITQ per the ITQ requirements.

1.5 Pre-Qualification and Rejection of Respondents

This ITQ is structured as a multiple-award prequalification, each with identical terms and conditions. A Respondent who meets all mandatory requirements and achieves a minimum score will be named a prequalified ITQ Respondent. Pre-qualification does not guarantee Broker Services. A Respondent who does NOT meet all mandatory requirements and achieve the required minimum score will receive a notice of disqualification with reasons for the disqualification.

1.6 Process for Agency use of ITQ Prequalified Respondents

Based on the standard terms and conditions established for the pre-qualified vendors and consistent with IAC 11-117.9(7) concerning Invitation to Qualify (ITQ), for each project, the State will conduct a competitive bid process limited to the pre-qualified ITQ Respondents and issue a Purchase Order to the awarded Respondent that includes a statement of work detailing the project requirements. Pricing for services will be included as part of the Respondent bids submitted for a project. Agencies, in cooperation with the Department of Administrative Services, will evaluate individual project bids and award a contract to the most qualified Respondent in the sole opinion of the State.

1.7 Scope of Service

The State of Iowa is seeking responses for Professional Real Estate Broker Services to represent the State in the sale, purchase, and/or lease of property, and other brokerage services as required.

Authorization for performance of service by the selected Respondent under the basic agreements in the form of a written scope of work signed by the Respondent, and executed and issued by the State.

- Each project shall be negotiated at the time of the development of the scope of work.
- Each task assignment shall describe the service required, state the commencement date, and completion date of work and establish the method of payment.
- The task assignment will be issued under and incorporate the terms of a work order or any other similar arrangement agreed upon by the State and the Respondent.

Respondents are expected to provide services to include, but not limited to, the following:

- Discuss and recommend deed restrictions to potentially impose on the sale of the property.
- Review the title to the property to determine if there are any existing deed restrictions.
- Create or verify legal and general description of properties.
- Provide land parcel recommendations.
- Discuss and recommend lease assignment or termination strategies.
- Work with State Agencies regarding necessary buffer zones around State owned facilities.
- Work with State Agencies regarding necessary access/easement.
- Sale of farmland including crop, hay, pasture, CRP, timber and acreage ground (with and without buildings). Attached list of properties are under consideration. Other properties may be considered during the Prequalification Agreement period.
- Work with local banks to mobilize local ownership opportunities.
- Work with local potential buyers to create buying pool opportunities.
- Market/Advertise land and acreage appropriately based upon value maximization strategy.
- Coordinate and provide appraisals on all farmland.
- Provide soil maps on all farmland.

The State recognizes that in providing the above services, the broker will not be providing legal, tax, accounting, engineering, ADA, or environmental and/or hazardous materials advice. The State will consult its attorneys, accountants, engineering and environmental professionals regarding such matters.

SECTION 2 - ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the ITQ cover sheet is the sole point of contact regarding the ITQ from the date of issuance until a Notice of Prequalification is issued.

2.2 Restriction on Communication

From the issue date of this ITQ until a Notice of Prequalification is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this ITQ must be submitted as provided in Section 2. Oral questions related to the interpretation of this ITQ will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the ITQ except that Respondents may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the State.

2.3 Downloading the ITQ from the Internet

The ITQ and any addenda to the ITQ will be posted at <http://bidopportunities.iowa.gov/> and [IMPACS Electronic Procurement System](#). The Respondent is advised to check the website periodically for addenda to this ITQ, particularly if the Respondent downloaded the ITQ from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to check daily for addenda to posted documents.

2.4 Procurement Timetable

The dates provided in the procurement timetable on the ITQ cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the ITQ.

2.5 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the ITQ. Respondents may also submit suggestions for changes to the specifications of this ITQ. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the ITQ cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the ITQ, Respondent shall reference the page and section number(s). The Agency will post written responses to questions, requests for clarifications, or suggestions received from Respondents. The Agency's written responses will become an addendum to the ITQ. If the Agency decides to adopt a suggestion that modifies the ITQ, the Agency will issue an addendum to the ITQ.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the ITQ through an addendum.

2.6 Amendment to the ITQ

The Agency reserves the right to amend the ITQ at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Response. If the Agency issues an addendum after

the due date for receipt of Responses, the Agency may, in its sole discretion, allow Respondents to amend their Responses in response to the addendum.

2.7 Amendment and Withdrawal of Response

The Respondent may amend or withdraw and resubmit its Response at any time before the Responses are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Responses. Electronic mail and faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Responses if they wish to completely withdraw their Responses.

2.8 Submission of Responses

Respondent must submit Response in the State's [IMPACS Electronic Procurement System](#) before the "Responses Due" date and time listed on the ITQ cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Response received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Responses must allow ample upload time to ensure timely receipt of their Responses. It is the Respondent's responsibility to ensure that the Response is received prior to the deadline. Electronic mail and faxed Responses will not be accepted. There is a 50MB per file size limitation, but no limit to number of files. Plan accordingly.

Respondents must furnish all information necessary to enable the Agency to evaluate the Response. Oral information provided by the Respondent will not be considered part of the Respondent's Response unless it is reduced to writing.

2.9 Response Opening

The Agency will open Responses after the deadline for submission of Responses has passed. The Responses will remain confidential until the Agency has issued a Notice of Prequalification. See Iowa Code Section 72.3. However, the names of Respondents who submitted timely Responses will be publicly available after the Response opening. The announcement of Respondents who timely submitted Responses does not mean that an individual Response has been deemed technically compliant or accepted for evaluation.

2.10 Costs of Preparing the Response

The costs of preparation and delivery of the Response are solely the responsibility of the Respondent.

2.11 No Commitment to Contract

The Agency reserves the right to reject any or all Responses received in response to this ITQ at any time prior to the execution of the Prequalification Agreement. Issuance of this ITQ in no way constitutes a commitment by the Agency to award a contract.

2.12 Rejection of Responses

The Agency may reject outright and not evaluate a Response for reasons including, without limitation:

2.12.1 The Respondent acknowledges that a mandatory specification of the ITQ cannot be met.

2.12.2 The Respondent's Response changes a material specification of the ITQ or the Response is not compliant with the mandatory specification of the ITQ.

2.12.3 The Respondent's Response limits the rights of the Agency.

2.12.4 The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the ITQ as provided in Section 4 of the ITQ.

- 2.12.5** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.6** The Respondent fails to include response security, if required.
- 2.12.7** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this ITQ.
- 2.12.8** The Respondent presents the information requested by this ITQ in a format inconsistent with the instructions of the ITQ or otherwise fails to comply with the specifications of this ITQ.
- 2.12.9** The Respondent initiates unauthorized contact regarding the ITQ with a State employee other than the Issuing Officer.
- 2.12.10** The Respondent provides misleading or inaccurate responses.
- 2.12.11** There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent.
- 2.12.12** The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.13 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Response if, in the judgment of the Agency, it is in the State's best interest to do so. Nonmaterial variances include but are not limited to, minor failures to comply that: do not affect overall responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other Respondents, do not change the meaning or scope of the ITQ, or do not reflect a material change in the specifications of the ITQ. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the ITQ specifications or excuse the Respondent from full compliance with ITQ specifications or other Contract specifications if the Respondent is awarded the Prequalification Agreement. The determination of materiality is in the sole discretion of the Agency.

2.14 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Response, to verify information contained in the Response and to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Response.

2.15 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Response, the Respondent's financial stability, past or pending litigation, and other publicly available information.

2.16 Verification of Response Contents

The content of a Response submitted by a Respondent is subject to verification. If the Agency determines in its sole discretion that the content is in any way misleading or inaccurate, the Agency may reject the Response.

2.17 Response Clarification Process

The Agency reserves the right to contact a Respondent after the submission of Responses for the purpose of clarifying a Response. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the

Respondent's Response. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Response or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Response.

2.18 Disposition of Responses

All Responses become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Prequalification, the contents of all Responses will be public records and be available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.19 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code Chapter 22. Respondents are encouraged to familiarize themselves with Chapter 22 before submitting a Response. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Response be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.20 Copyright Permission

By submitting a Response, the Respondent agrees that the Agency may copy the Response for purposes of facilitating the evaluation of the Response or to respond to requests for public records. By submitting a Response, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Responses.

2.21 Release of Claims

By submitting a Response, the Respondent agrees that it will not bring any claim or cause of action against the Agency or the State based on Respondent's misunderstanding concerning the information provided in the ITQ or concerning the Agency's or the State's failure, negligent or otherwise, to provide the Respondent with complete, pertinent, or accurate information in this ITQ, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Response or to enter into any Contract resulting from this ITQ.

2.22 Respondent Presentations

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Response. The presentation shall not materially change the information contained in the Response.

2.23 Evaluation of Responses Submitted

Responses that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the ITQ.

2.24 Award Notice and Acceptance Period

Notice of Intent to Award the ITQ(s) will be sent to all Contractors submitting a timely Proposal and may be posted at the website shown on the ITQ cover sheet. Negotiation and execution of

the ITQ(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by Agency.

2.25 No Contract Rights until Execution

No Respondent shall acquire any legal or equitable rights regarding the Prequalification Agreement unless and until the Prequalification Agreement has been fully executed by the successful Respondent and the Agency.

2.26 Choice of Law and Forum

This ITQ and the Prequalification Agreement shall be governed by the laws of the State of Iowa. Changes in applicable laws and rules may affect the award process or the Prequalification Agreement. Respondents are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this ITQ shall be brought in the appropriate Iowa forum.

2.27 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.5(1)-(2), 117.12(4).

2.28 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Respondents are responsible to determine the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to *Iowa Code section 722.1*, it is a felony offense to bribe or attempt to bribe a public official.

2.29 No Minimum Guaranteed

The Agency does not guarantee any minimum level of purchases under the Prequalification Agreement.

2.30 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a response in response to this ITQ. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after the receipt of debriefing request.

2.31 Appeals

A Respondent whose Response has been timely filed and who is aggrieved by the Notice of Intent to Award of the Department may appeal the decision by emailing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to the Director of the Department of Administrative Services and carbon copy to the Issuing Officer. The notice must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the ITQ and/or the Notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Respondent.

SECTION 3 - FORM AND CONTENT OF RESPONSES

3.1 Instructions

These instructions describe and define the format and content of the Response. They are designed to facilitate a uniform review process. Failure to adhere to the Response format may result in the rejection of the Response.

The Response shall be labeled as follows:

005-ITQ-0487-2023 – Respondent Name

3.1.1 Files must be attached to Respondents submission in the State’s [IMPACS Electronic Procurement System](#).

3.1.2 If the Respondent designates any information in its Response as confidential pursuant to Section 2, the Respondent must also submit public copy Response from which confidential information has been excised as provided in Section 2 and which is marked “Public Copy”.

005-ITQ-0487-2023 – Respondent Name – Public Copy

3.1.3 Responses shall not contain promotional or display materials.

3.1.4 Attachments shall be referenced in the Response.

3.1.5 If a Respondent proposes more than one solution to the ITQ specifications, each shall be labeled and submitted in a separate Response and each will be evaluated separately.

3.2 Response

Any information provided in the Response is subject to consideration for consideration, evaluation, and scoring. The following documents and responses shall be included in the Response in the order given below:

Exhibit 1 - Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent’s mailing address, electronic mail address, fax number, and telephone number.

Exhibit 2 - Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- Statements that demonstrate that the Respondent has read and understands the terms and conditions of the ITQ including the Contract provisions in Section 6.
- An overview of the Respondent’s plans for complying with the specifications of this ITQ.
- Any other summary information the Respondent deems to be pertinent.

Exhibit 3 - Firm Response Terms

The Respondent shall guarantee in writing the services offered in the Response are currently available and that all Response terms, including price, will remain firm for the number days indicated on the ITQ cover sheet following the deadline for submitting Responses.

Exhibit 4 - Respondent Background Information

The Respondent shall provide the following general background information:

- Does your state have a preference for instate Contractors? Yes or No. If yes, please include the details of the preference.

- Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- Form of business entity, e.g., corporation, partnership, proprietorship, or LLC.
- Copy of W-9.
- State of incorporation, state of formation, or state of organization.
- The location(s) including address and telephone numbers of the offices and other facilities that relate to the Respondent's performance under the terms of this ITQ.
- Number of employees.
- Type of business.
- Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Response.
- Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- Respondent's accounting firm.
- Awarded Respondent will be required to register to do business in Iowa before payments can be made.
- For Contractor registration documents, go to:
<https://das.iowa.gov/procurement/vendors/how-do-business>

Exhibit 5 - Termination, Litigation, and Debarment

The Respondent must provide the following information for the past five (5) years:

- Has the Respondent had a contract for goods and/or services terminated for any reason? If so, provide full details regarding the termination.
- Describe any damages or penalties assessed against or dispute resolution settlements entered into by Respondent under any existing or past contracts for goods and/or services. Provide full details regarding the circumstances, including dollar amount of damages, penalties and settlement payments.
- Describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice or activity.
- A list and summary of all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Respondent or its officers have been a party.
- Any irregularities discovered in any of the accounts maintained by the Respondent on behalf of others. Describe the circumstances and disposition of the irregularities. Failure to disclose these matters may result in rejection of the Response or termination of any subsequent Contract. The above disclosures are a continuing requirement of the Respondent. Respondent shall provide written notification to the Agency of any such matter commencing or occurring after submission of a Response, and with respect to the successful Respondent, following execution of the Prequalification Agreement.

Exhibit 6 - Criminal History and Background Investigation

The Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Contract.

Exhibit 7 - Acceptance of Terms and Conditions

By submitting a Response, Respondent acknowledges its acceptance of the terms and conditions of the ITQ and the General Terms and Conditions without change except as otherwise expressly stated in its Response. If the Respondent takes exception to a provision in the ITQ, it must submit

the exception as a question. State the reason for the exception, and set forth in its question the specific ITQ language it proposes to include in place of the provision. If the Agency determines that any changes will be made resulting from the questions asked, the Agency will communicate such changes in an ITQ addendum. For exceptions to General Terms and Conditions, Respondent must download terms, redline and state the reason for the exception and the specific contract language Respondent proposes to include in place of the provision. Respondent shall upload a redlined version of the terms and conditions document. If Respondent's exceptions or responses materially alter the ITQ, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Response, in its sole discretion.

Exhibit 8 – Mandatory Specifications

The Respondent shall answer whether or not it will comply with each specification in Section 4 of the ITQ. Where the context requires more than a yes or no answer or the specific specifications so indicates, Respondent shall explain how it will comply with the specification. Merely repeating the Section 4 specifications may be considered non-responsive and result in the rejection of the Response. Responses must identify any deviations from the specifications of the ITQ or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Response.

Exhibit 9 - Experience

The Respondent must provide the following information regarding its experience:

- Number of years in business as a broker.
- Number of years of experience with providing the types of services sought by the ITQ.
- The level of technical experience in providing the types of services sought by the ITQ.
- A list of all services similar to those sought by this ITQ that the Respondent has provided to other businesses or governmental entities.
- Letters of reference from three (3) previous or current customers or clients knowledgeable of the Respondent's performance in providing goods and/or services similar to the goods and/or services described in this ITQ and a contact person and telephone number for each reference.

Exhibit 10 - Personnel

The Respondent must identify the number of employees who will be involved in providing the services contemplated by this ITQ and provide resumes for all project team personnel. The following information must be included in the resumes:

- Full Name.
- Education.
- Qualifications & Experience.
- Certifications.

Exhibit 11 - Consultant Services

Respondent shall demonstrate its understanding of the services requested under this ITQ, the expertise of the personnel who will provide the requested services, and the Respondent's ability to logically plan and achieve the stated objectives and goals of this ITQ. To do this the Respondent shall explain how it plans to perform the services found in Section 1.7 of the ITQ.

Exhibit 12 - Strategy

Describe recommended strategy including on-site coordination and support services, best practices and professional services. Identify any third-party contractors involved in Respondent's strategy and describe these relationships along with expertise of the third-party contractor. Describe the skills and time required by State of Iowa personnel.

Exhibit 13 - Approach

Provide a description of the respondent's organizational structure. Provide detailed description of proposed approach to completing brokerage services. Provide two examples that demonstrate approach and end product. Provide a sample of data demonstrating success of the implementation of an initiative as described in this ITQ.

Exhibit 14 - Potential Challenges

Identify and describe any anticipated potential challenges, the firm's approach to resolving these problems and any special assistance that will be requested from the State of Iowa.

Exhibit 15 - Deliverables

Provide a description of deliverables to be provided.

SECTION 4 - SPECIFICATIONS

Overview

The successful Respondent shall provide the goods and/or services to the State in accordance with the specifications as provided in this Section. The Respondent shall address each specification in this Section and indicate whether or not it will comply with the specification. If the context requires more than a yes or no answer or the section specifically indicates, Respondent shall explain how it will comply with the specification. Responses must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Responses must identify any deviations from the specifications of this ITQ or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification (s) of this section, the Agency may reject the Response.

Mandatory Requirements

All items listed in this section are Mandatory Specifications. Respondents must indicate either **“yes”** or **“no”** to each specification in their Responses and provide an explanation as to how the specification is met. By indicating “yes” a Respondent agrees that it shall comply with that specification throughout the full term of the Prequalification Agreement, if the Respondent is successful. In addition, if specified by the specifications or if the context otherwise requires, the Respondent shall provide references and/or supportive materials to verify the Respondent’s compliance with the specification. The Agency shall have the right to determine whether the supportive information and materials submitted by the Respondent demonstrate that the Respondent will be able to comply with the Mandatory Specifications. If the Agency determines the responses and supportive materials do not demonstrate the Supplier will be able to comply with the Mandatory Specifications, the Agency may reject the Response.

4.1 Respondent Requirements

- 4.1.1 Respondent must hold an active Iowa Real Estate Broker License.
- 4.1.2 Respondent must be in good standing with the Iowa Real Estate Commission.
- 4.1.3 Lead broker assigned to the Contract must have a minimum of ten (10) years of relevant business experience similar to the scope of service in Section 1.7.
- 4.1.4 Respondent must have knowledge and experience in obtaining permits and approvals from various state county and local regulatory agencies.

4.2 Service Requirements

Respondent must be capable of performing the following services:

- 4.2.1 Provide auction services.
- 4.2.2 Negotiating the purchase/sale/lease of all parcels assigned to the Respondent by the State.
- 4.2.3 Obtaining executed purchase agreements in accordance to the form and content as directed by the State.
- 4.2.4 Advising the State, and its staff in matters regarding the purchase, offers, claims, counteroffers, discussions, and issues pertaining to the purchase/sale/lease of the assigned properties.
- 4.2.5 Attending meetings and/or public hearings with the State staff, their agents, State officials, property owners, and other parties involved in the project, at either the request of the State or as part of the Respondents work effort.

- 4.2.6** Maintaining familiarization with public land records and how to research ownership and other related land use issues.
- 4.2.7** Assisting the State with efforts of obtaining plans, rights-of-way maps, title searches, title commitments, owner's title policies, appraisals, acquisitions and/or eminent domain use in a project.
- 4.2.8** Providing the State with market information and comparable transaction history of similar properties.
- 4.2.9** Providing other real estate property services requested by the State to plan, implement, negotiate, purchase, sell, lease and acquire the property assigned by the State.
- 4.2.10** Maintaining professional courtesy in all contracts with property owners.
- 4.2.11** Providing the State with the original and/or copy of all documents produced by the Respondent as a result of the work assigned, if requested.

SECTION 5 - EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Response(s) meet the qualifications for the State.

5.2 Evaluation Committee

The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Responses received in response to this ITQ. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity that must approve the recommendation.

5.3 Response Evaluation and Scoring

All Responses will be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Responses submitted by Responsible Respondents in accordance with this Section. In addition to other ITQ requirements, to be deemed a Responsive Response, the Response must:

- Answer "Yes" to all parts of Section 4 and include supportive materials as required to demonstrate the Respondent will be able to comply with the Mandatory Specifications in that section and
- Obtain the minimum score for the Response. If a Response does not meet the minimum score, it will be rejected. An addendum identifying the points assigned to the scoring criteria and identifying the minimum score for the Response will be posted prior to the ITQ closing.

SECTION 6 CONTRACT TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Prequalification Agreement that the Agency expects to award as a result of this ITQ shall comprise the specifications, terms and conditions of the ITQ, written clarifications or changes made by the Agency to the ITQ through an amendment to the ITQ in accordance with the provisions of the ITQ, the Terms and Conditions, the offer of the successful Respondent contained in its Response, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the ITQ or the Terms and Conditions shall be incorporated into the Prequalification Agreement unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the ITQ cover page, and/or any Terms and Conditions attached to and accompanying this ITQ as an attachment hereto, will be incorporated into the Prequalification Agreement. The Terms and Conditions may be supplemented at the time of contract execution and are provided to enable Respondents to better evaluate the costs associated with the ITQ specifications and the Prequalification Agreement. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

By submitting a Response, Respondent acknowledges its acceptance of the terms and conditions of the ITQ and the General Terms and Conditions without change except as otherwise expressly stated in its Response. If the Respondent takes exception to a provision in the ITQ, it must submit the exception as a question. State the reason for the exception, and set forth in its question the specific ITQ language it proposes to include in place of the provision. If the Agency determines that any changes will be made resulting from the questions asked, the Agency will communicate such changes in an ITQ addendum. For exceptions to General Terms and Conditions, Respondent must download terms, redline and state the reason for the exception and the specific contract language Respondent proposes to include in place of the provision. Respondent shall upload a redlined version of the terms and conditions document. If Respondent's exceptions or responses materially alter the ITQ, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Response, in its sole discretion.

The Agency will evaluate all Responses without regard to any proposed modifications to any terms and conditions of the ITQ or Terms and Conditions by Contractor. Once a Response has been identified as the one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the ITQ or Terms and Conditions identified in that Response. The Agency reserves the right to either prequalify respondent without further negotiation with the successful Respondent or to negotiate Prequalification Agreement terms with the successful Respondent if the best interests of the State would be served. As such, if any proposed modifications are not determined to be in the best interests of the State, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 6.1.1** Issue a Notice of Prequalification in favor of the successful Respondent, but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Response;

- 6.1.2** Issue a Notice of Prequalification in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Response with which the agency will or will not agree or further negotiate;
- 6.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Response;
- 6.1.4** Change the Agency's recommendation for Prequalification and issue a Notice of Intent to Award to a Respondent whose response does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Prequalification Agreement, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Prequalify issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Prequalification Agreement, and the State may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Prequalification Agreement between the parties. By executing and submitting its Response in response to this ITQ, Respondent understands and agrees that the State may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's response under the terms and conditions of this ITQ and the Terms and Conditions.

6.2 Contractual Terms and Conditions – No Material Changes/Non-Negotiable

Notwithstanding anything in this ITQ to the contrary, Respondent may not take exception to or propose including language in any resulting contract that conflicts with or is otherwise inconsistent with the following:

6.2.1 Indemnification

Without specific authority to do so, the State, or agencies, cannot enter into agreements indemnifying Respondents, or any other entity, against third-party claims. A clause that intends to seek indemnification from the State, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the State may agree. The State will not agree to clause that includes the language "to the extent permitted by law" because, as explained, the State cannot indemnify Respondents to any extent.

6.2.2 Limitation of Liability

Iowa Code section 8A.311(22) and 11 Iowa Admin. Code Chapter 120 establish the rules to allow for the State to agree to a contractual limitation of vendor liability clause in limited circumstances. Any request by Respondent for the State to limit damages not in accordance with Iowa law or administrative rules is a request with which the State cannot agree.

6.2.3 Jurisdiction and Venue

Iowa Code Chapter 13 establishes that the Iowa Attorney General is the State's attorney for all purposes, including management of litigation and claims against the state. The State may not preempt the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. Likewise, the State cannot agree to the jurisdiction or laws of another state or its courts, cannot agree to venue in

another state, and cannot agree to participate in any form of alternative dispute resolution.

6.2.4 Confidentiality

All Iowa state agencies are subject to Iowa public records laws. The State cannot agree to contractual terms that attempt to prevent it from disclosing or disseminating records that constitute public records under Iowa Code Chapter 22.

6.2.5 Unliquidated Expenses (i.e., Attorney Fees, Add-ons, or Cost Increases)

The State may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. The State may only obligate those funds that have been appropriated to it by the Iowa Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated.

6.3 Special Terms and Conditions

6.3.1 Term Length

The Prequalification Agreement shall have a term of six (6) years, beginning on the date of determination of Prequalification (the “Effective Date”).

6.3.2 Payment Terms

6.3.2.1 Payment Methods

The State of Iowa, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract. The State Pcard and EAP are preferred payment methods, but payments may be made by any of the following methods: Pcard/EAP, EFT/ACH, or State Warrant.

6.3.2.2 Electronic Funds Transfer (EFT) by Automated Clearing House (ACH)

The State of Iowa may make payment by EFT by ACH. Payments are deposited into the financial institution of the claimant's choice three working days from the issue date of the direct deposit.

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/eft_authorization_form.pdf

6.3.2.3 State Warrant

The State of Iowa's warrant drawn on the Treasurer of State is used to pay claims against the departments of the State of Iowa. The warrant is issued upon receipt of proper documentation from the issuing department.

6.3.2.4 Credit card or ePayables

The State of Iowa's Purchasing Cards (Pcards) and ePayable solution (EAP) are commercial payment methods utilizing the VISA credit card network. The State of Iowa will not accept price changes or pay additional fees if Respondent uses the Pcard or EAP payment methods. Pcard-accepting Respondents must abide by the State of Iowa's Terms of Pcard Acceptance. Respondents must provide a statement regarding their ability to meet the requirements of this subsection, as well as identifying their transaction reporting capabilities (Level I, II, or III).

6.3.2.5 Terms and Conditions for State of Iowa Purchasing Cards

The State of Iowa shall pay Contractor's invoices using its Purchasing Card Program (Pcard) whenever possible. The Pcard is a VISA credit card issued by U.S. Bank to allow authorized employees to make purchases on behalf of the State. It is a faster, more convenient alternative to traditional invoicing and

remittance processing, allowing US Bank to pay the Contractor directly, generally within 48 hours of the transaction. Contractor shall comply with security measures for Pcard payments including:

- 6.3.2.5.1** Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- 6.3.2.5.2** Contractor shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- 6.3.2.5.3** Contractor shall not write down card numbers or store card information. When accepting orders by phone, Contractor shall process the transaction during the call and send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- 6.3.2.5.4** Contractor shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- 6.3.2.5.5** Contractor shall confirm that the name of purchaser matches the name on the card;
- 6.3.2.5.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or “https” in the web address;
- 6.3.2.5.7** Contractor shall shred any documentation with credit card numbers.

6.3.2.6 Payment Terms

Per Iowa Code 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor.

6.3.2.7 Prompt Payment Discount

The State can agree to pay in less than sixty (60) days if an incentive for earlier payment is offered.

6.3.2.8 Invoices

Any invoices submitted must comply with applicable rules concerning payment of claims, including but not limited to those set forth at Iowa Administrative Code Chapter 11—41.

6.3.3 Insurance

The Contract will require the successful Respondent to maintain insurance coverage(s) in accordance with the insurance provisions of the General Terms and Conditions and of the type and in the minimum amounts set forth below, unless otherwise required by the Agency.

Type of Insurance	LIMIT	AMOUNT
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
Each Occurrence		\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	A required by Iowa law

Acceptance of the insurance certificates by the Department shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations under this section of the Contract.

6.3.4 Performance Security

The Contract may require the Respondent to provide security for performance [e.g. performance bond, escrow, letter of credit, liquidated damages]. Agency shall retain ten percent (10%) of each payment due under the Contract. Agency shall pay the retained amount only after all Deliverables have been completed by Contractor and accepted by the Agency.

6.3.5 Quarterly Report

The Contractor shall provide an electronic detailed quarterly report on all sales made under this agreement within the State of Iowa via E-Mail to the Iowa Department of Administrative Services, Central Procurement, Attn: Craig Trotter, craig.trotter@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Respondent responses must include a sample report and a description of the reporting that will be provided. The State reserves the right to request

more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

6.4 Order of Precedence

If there is a conflict or inconsistency between any documents comprising the Terms and Conditions, such conflict or inconsistency shall be resolved according to the following priority, ranked in descending order: (1) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) under a subsection with a heading entitled Special Terms & Conditions; (2) the General Terms and Conditions for Services Contracts or Goods Contracts to the extent referenced and linked to on the ITQ cover page the Contract; (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the ITQ cover page, any terms and conditions attached to and accompanying this ITQ; and (4) any terms and conditions specifically set forth in this Section 6 (Contract Terms and Conditions & Administration) set forth under a subsection with a title other than Special Terms & Conditions.