

REQUEST FOR PROPOSAL

RFP COVER SHEET

Administrative Information

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|--|--|---------------------|---------------------------------|
| RFP Number | 005-RFP-0599-2024 | Title of RFP | Lease Office Space - Waterloo |
| Agency | Iowa Department of Administrative Services (DAS) is currently seeking Proposals from Responsible Respondents for Leased Office Space in Waterloo, IA | | |
| State Issuing Officer: Name: 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 RFP on TSB website | | | Aug 19, 2023 @ 7:00AM |
| State Issues RFP | | | Aug 21, 2023 @ 7:00AM |
| RFP written questions, requests for clarification, and suggested changes from Respondents due | | | Aug 28, 2023 @ 4:00PM |
| Agency's written response to questions, requests for clarification and suggested changes due (approximately) | | | Sept 6, 2023 @ 4:00PM |
| Proposals Due Respondents are required to upload Proposes in the State's IMPACS Electronic Procurement System by: | | | Sept 13, 2023 @ 4:00PM |
| Evaluation Committee Selects "Short List" from submitted Proposals | | | Sept 20, 2023 @ 4:00PM |
| Proposer's Presentations and Facility Tours | | | Week of Sept. 25, 2023 |
| Notice of Intent to Award Issued | | | October 6, 2023 |
| Potential Date of Possession/Occupancy | | | December 31, 2023 |
| Internet website where Addenda to this RFP will be posted http://bidopportunities.iowa.gov and IMPACS Electronic Procurement System . | | | |
| Firm Proposal Terms The minimum number of days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm is 120 Days. | | | |

SECTION 1 INTRODUCTION

1.1 Purpose

The purpose of this Request for Proposals (RFP) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFP cover sheet and further described in Section 4 of this RFP to the Agency identified on the RFP cover sheet. The Agency intends to award a Contract(s) for the initial period identified on the RFP cover sheet, and the Agency, in its sole discretion, may extend the Contract(s) for up to the number of annual extensions identified on the RFP cover sheet.

1.2 Definitions

For the purposes of this RFP and the resulting contract, the following terms shall mean:

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

“Contract” means the contract(s) entered into with the successful Respondent(s) as described in Section 6.1.

“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 RFP cover page.

“Proposal” means the Respondent’s proposal submitted in response to the RFP.

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

“Responsible Respondent” means a Respondent that has the capability in all material respects to perform the scope of work and specifications of the Contract. 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 Proposal” means a Proposal that complies with the material provisions of this RFP.

“RFP” means this Request for Proposals 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 Contract as permitted by this RFP.

1.3 Overview of the RFP Process

This RFP is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFP 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 Proposal.

Respondent should review Request for Confidentiality, for more information if its Proposal contains confidential information. Any Proposal marked "Confidential" or "Proprietary" on every page may be disqualified.

It is the Agency's intention to evaluate Proposals from all Respondents that submit timely Responsive Proposals, and award the Contract(s) in accordance with evaluation and selection criteria provided in this RFP.

1.4 Objectives

The Iowa Department of Administrative Services seeks to solicit proposals from building owners, building managers, or developers from which to lease an office facility ranging from 15,000 to 17,000 Rentable Square Feet located in the city of Waterloo, Iowa. The facility will house approximately fifty (50) staff.

SECTION 2 - ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the RFP cover sheet is the sole point of contact regarding the RFP from the date of issuance until a Notice of Intent to Award the Contract is issued.

2.2 Restriction on Communication

From the issue date of this RFP until a Notice of Intent to Award the Contract 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 RFP must be submitted as provided in Section 2. Oral questions related to the interpretation of this RFP will not be accepted. Respondents may be disqualified if they contact any State employee other than the Issuing Officer about the RFP 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 RFP from the Internet

The RFP and any addenda to the RFP 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 RFP, particularly if the Respondent downloaded the RFP 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 RFP 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 RFP.

2.5 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFP. Respondents may also submit suggestions for changes to the specifications of this RFP. 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 RFP cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, 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 RFP. If the Agency decides to adopt a suggestion that modifies the RFP, the Agency will issue an addendum to the RFP.

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 RFP through an addendum.

2.6 Amendment to the RFP

The Agency reserves the right to amend the RFP at any time using an addendum. The Respondent shall acknowledge receipt of all addenda in its Proposal. If the Agency issues an addendum after the due date for receipt of Proposals, the Agency may, in its sole discretion, allow Respondents to amend their Proposals in response to the addendum.

2.7 Amendment and Withdrawal of Proposal

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

2.8 Submission of Proposals

Respondent must submit Proposal in the State's [IMPACS Electronic Procurement System](#) before the "Proposals Due" date and time listed on the RFP cover sheet. **This is a mandatory specification and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and returned unopened to the Respondent.** Respondents sending Proposals must allow ample upload time to ensure timely receipt of their Proposals. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline. Electronic mail and faxed Proposals 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 Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

2.9 Proposal Opening

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

2.10 Costs of Preparing the Proposal

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

2.11 No Commitment to Contract

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

2.12 Rejection of Proposals

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

- 2.12.1** The Respondent fails to deliver the Cost Proposal as a separate file.
- 2.12.2** The Respondent acknowledges that a mandatory specification of the RFP cannot be met.
- 2.12.3** The Respondent's Proposal changes a material specification of the RFP or the Proposal is not compliant with the mandatory specification of the RFP.
- 2.12.4** The Respondent's Proposal limits the rights of the Agency.
- 2.12.5** The Respondent fails to include information necessary to substantiate that it will be able to meet a specification of the RFP as provided in Section 4 of the RFP.
- 2.12.6** The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- 2.12.7** The Respondent fails to include proposal security, if required.
- 2.12.8** The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as provided in Section 4 of this RFP.
- 2.12.9** The Respondent presents the information requested by this RFP in a format inconsistent with the instructions of the RFP or otherwise fails to comply with the specifications of this RFP.
- 2.12.10** The Respondent initiates unauthorized contact regarding the RFP with a State employee other than the Issuing Officer.
- 2.12.11** The Respondent provides misleading or inaccurate responses.
- 2.12.12** The Respondent's Proposal is materially unbalanced. A Proposal in which line item prices are structured so that it is possible that the Respondent who appears to be low will not end up having the lowest overall cost to the State, due to high prices on particular line items.
- 2.12.13** 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.
- 2.12.14** 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 Proposal 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 RFP, or do not reflect a material change in the specifications of the RFP. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP specifications or excuse the Respondent from full compliance with RFP specifications or other Contract specifications if the Respondent is awarded the Contract. 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 Proposal, to verify information contained in the Proposal and to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal.

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 Proposal, the Respondent's financial stability, past or pending litigation, and other publicly available information.

2.16 Verification of Proposal Contents

The content of a Proposal 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 Proposal.

2.17 Proposal Clarification Process

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. 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 Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal 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 Proposal.

2.18 Disposition of Proposals

All Proposals become the property of the State and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Contract, the contents of all Proposals 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 Proposal. 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 Proposal 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 Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or to respond to requests for public records. By submitting a Proposal, 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 Proposals.

2.21 Release of Claims

By submitting a Proposal, 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 RFP 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 RFP, or for any failure to provide information that any Respondent might consider relevant for purposes of making a decision to submit a Proposal or to enter into any Contract resulting from this RFP.

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 Proposal. The presentation shall not materially change the information contained in the Proposal.

2.23 Evaluation of Proposals Submitted

Proposals that are timely submitted and are not rejected will be reviewed in accordance with Section 5 of the RFP. The Agency will not necessarily award a Contract resulting from this RFP to the Respondent offering the lowest cost. Instead, the Agency will award the Contract(s) to the Responsible Respondent(s) whose Responsive Proposal the agency believes will provide the best value to the Agency and the State.

2.24 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFP cover sheet. Negotiation and execution of the Contract(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. If the successful Respondent fails to negotiate and deliver an executed Contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Respondent the Agency believes will provide the best value to the State.

2.25 No Contract Rights until Execution

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

2.26 Choice of Law and Forum

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

2.30 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a proposal in response to this RFP. 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 Proposal 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 RFP 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 PROPOSALS

3.1 Instructions

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

3.1.1 The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such as separate files. The files shall be labeled with the following information:

005-RFP-0599-2024 – Respondent Name –Technical Proposal

005-RFP-0599-2024 – Respondent Name –Cost Proposal

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

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

005-RFP-0599-2024 – Respondent Name – Public Copy

3.1.4 Proposals shall not contain promotional or display materials.

3.1.5 Attachments shall be referenced in the Proposal.

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

3.2 Technical Proposal

Any information provided in the Technical Proposal is subject to consideration for consideration, evaluation, and scoring. The following documents and responses shall be included in the Technical Proposal 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 RFP including the Contract provisions in Section 6.
- An overview of the Respondent’s plans for complying with the specifications of this RFP.
- Any other summary information the Respondent deems to be pertinent.

Exhibit 3 - Firm Proposal Terms

The Respondent shall guarantee in writing the goods and/or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFP cover sheet following the deadline for submitting Proposals.

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 RFP.
- 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 Proposal.
- 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 - Experience

The Respondent must provide the following information regarding its experience:

- Number of years in business.
- Number of years' experience with providing the types of leased space sought by the RFP.
- List of all commercial properties (including address) the Proposer owns and/or manages.

Exhibit 6 - 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 Proposal 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 Proposal, and with respect to the successful Respondent, following execution of the Contract.

Exhibit 7 - Acceptance of Terms and Conditions

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the General Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or General Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, 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 RFP. 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 Proposal. Proposals must identify any deviations from the specifications of the RFP 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 Proposal.

Exhibit 9 – Leased Space Overview

The Proposer shall provide the following information regarding the proposed lease space(s):

- Name of the Owner/Landlord.
- Building Address.
- Building description, including year construction; size (e.g. physical dimensions, number of floors, common areas, gross square footage, and net square footage); and construction materials.
- Uses of the building. Indicate if the building is mixed-use. If yes, state the current or proposed uses in addition to that which is proposed for the Agency under this RFP.

Exhibit 10 – Leased Space Proximity

The Proposer shall provide the following information regarding the proposed lease space(s):

- Briefly describe the proximity of the proposed property to the following:
 - Public transit routes.
 - Other governmental or non-profit agencies
 - Any shared facilities such as meeting halls and conference rooms that could be made available to the State.

Exhibit 11 – Leased Space Design

The Proposer shall provide the following information regarding the proposed lease space(s):

- Briefly respond to the following questions specific to the design of the proposed property:

- Is the facility designated and operated in an energy-efficient manner? If so, please describe the building's energy-saving features.
- In your opinion, does the proposed property provide for efficient, safe, healthy, ADA-compliant spaces suitable for modern-day State operations? If not, can the property be reconfigured to meet these general requirements with minimal expense? If the property will need to be reconfigured to meet these general requirements, briefly describe the types of improvements that you believe will be required.
- Does the proposed facility comply with State policies on temperature settings, i.e. 68°F in the winter months and 78°F in the summer months?

Exhibit 12 – Leased Space Additional Detailed Information

The Proposer shall provide the following information regarding the proposed lease space(s):

- Governmental entity or jurisdiction responsible for building codes, zoning ordinances, and other legal requirements of the facility.
- Zoning (eligible uses and restrictions).
- Site or building restrictions (easements, encumbrances, covenants, maintenance agreements, etc.).
- Identify recent environmental assessments for the last five (5) years; state the purpose; and briefly describe the findings. The Agency reserves the right to request a copy of all assessments if the Proposer is short-listed.
- Indicate if this site is located in a flood plain and if the building has ever succumbed to flood waters. If yes to either, and the Proposer is short-listed, the Agency may request that they Proposer provide additional details.
- Indicate the type(s) and amount(s) of insurance the building owner carries (refer to Section 13, Insurance, of the "State of Iowa Lease Agreement", Attachment #2. The successful Proposer will be required to submit proof of insurance prior to execution of the Lease.
- Telecommunications:
 - Name(s) of local services provider(s) (including name of local contact person).
 - Indicate whether the facility is presently connected to Iowa Communications Network (ICN) network. If presently connected, indicate if the ICN is "lit" or "dark."

Exhibit 13 – Graphic Presentation

The Proposer shall provide the following information regarding the proposed lease space(s):

- Graphic Presentations, including:
 - Small-scale (maximum 11 x 17 format) site plan with location plan showing proposed parking and parking count.
 - Small-scale (maximum 11 x 17 format) floor plans.
 - Minimum of two (2) 8 x 10 color photographs, each with a different view of the building's exterior, taken within the last thirty (30) days.
 - Minimum of two (2) 8 x 10 color photographs, each with a difference view of the interior of the proposed lease space, plus same-size and number of photographs of any building tenant "common areas", taken within the last thirty (30) days.
 - Minimum of one (1) color photograph (minimum size 4 x 6) of each current exterior signage.

Exhibit 14 – Personnel

The Proposer shall provide the following information regarding the individual who will be managing the Lease:

- Provide resume of the person, including experience in managing similar Leases.
- Provide the name and qualifications of any sub-contractor who will be involved in this project. Describe the work and estimate the percent of total work the sub-contractor will be performing.

Exhibit 15 – Customer Service

- Describe ongoing customer support plan.
- Describe response times.
- Describe Respondent's communication plan.
- What location/office will serve as the primary consultant office for the State?
- Describe the process Respondent employs when a client is dissatisfied with the service it has been provided.

3.3 Cost Proposal

The Respondent shall provide its Cost Proposal in a separate file for the proposed goods and/or services. All prices are quoted pursuant to the terms and conditions of this RFP. Respondent's Cost Proposal shall include an all-inclusive, itemized, total cost in U.S. Dollars (including all travel, expenses, etc. in prices) for the proposed services. All pricing to be FOB Destination, freight cost, and all expenses included; and based on Net 60 Days Payment Terms. Cost proposals must include the following:

- See Cost Proposal 005-RFP-0599-2024 – Leased Office Space – Waterloo.
- Cost proposal must utilize the Cost Proposal file provided.

3.3.1 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts, including but not limited to:

3.3.1.1 Prompt Payment Discount

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

3.3.1.2 Cash Discount

The State may consider cash discounts when scoring Cost Proposals.

SECTION 4 - SPECIFICATIONS

Overview

The successful Respondent shall provide the goods and/or services to the State in accordance with the specifications and technical 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. Proposals must address each specification. Merely repeating the specifications may be considered non-responsive and may disqualify the Respondent. Proposals must identify any deviations from the specifications of this RFP 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 Proposal.

All items listed in this section are Mandatory Specifications. Respondents must indicate either **“yes”** or **“no”** to each specification in their Proposals 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 Contract, 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 Proposal.

4.1 Building Requirements

The proposed building shall meet the following minimum requirements:

- 4.1.1** Located in the city of Waterloo, Iowa. The facility will house approximately fifty (50) staff.
- 4.1.2** Square footage ranging from 15,000 to 17,000 Rentable Square Feet of office space.
- 4.1.3** Prefer location on or near a bus line if there is a route within the boundaries chosen (public transportation route) to allow customers easy access to the facility.
- 4.1.4** Building and parking must be compliant with the American’s with Disabilities Guidelines 2010 (ADAAG). See Attachment #1, State Lease/Owned Building Access Survey.
- 4.1.5** An existing at-minimum Class C+ commercial building.
- 4.1.6** Parking lot must accommodate 67 total parking spaces. Fifty (52) staff parking spaces and 15 customer parking spaces. Customer parking must be on-site. Staff parking may be either on-site or adjacent to the facility, or within a one (1) block radius. Both customer and staff parking facilities shall be hard-surfaced, lighted, and at no additional cost to the user.
- 4.1.7** Provides fiber-optic connectivity to the building.
- 4.1.8** Provides space to be located contiguous on a single floor; ground level floor preferred; and compliant with the ADAAG.

4.1.9 Provides the following:

- Fourteen (14) enclosed offices and a primarily open office area that is easily configurable for use with office furniture for thirty-six (36) cubicles.
- One (1) privacy room consisting of 100 square feet.
- Two (2) conference rooms ranging in square footage from 250 to 350 square feet.
- Three (3) classrooms ranging in size of 20 x30 each.
- Breakroom approximately 225 square feet
- Two (2) enclosed storage areas ranging from 200 to 300 square feet
- Janitor closet of approximately 80 square feet
- IT Room of approximately 100 square feet
- Conference Room of approximately 400 square feet
- An enclosed lobby ranging in square footage from 100 to 200 square feet.
- An enclosed mailroom of approximately 120 square feet.

4.1.10 Provides separate men's and women's restroom facilities that meets code to accommodate usage by fifty (50) staff and provides sufficient public restroom facility that meets code and shall not access the staff's work areas.

4.1.11 Provides secured access to the leased space via card reader, including, at minimum, all doors leading from public areas, including the public reception area, to the remainder of the work areas.

4.1.12 Provides a space with sufficient building acoustics to reduce the intra-office noise to a level acceptable to the Agency; and sufficient sound insulation between walls shared with other building tenants to reduce the "bleed-through" of noise and potentially the Agency's confidential information. The space shall be carpeted, with the exception of the server room, restrooms, break rooms, and/or other areas acceptable to the Agency.

Manager's office requires proper sound insulation to ensure privacy and confidentiality, and the door is preferred to be solid-core.

4.1.13 Provides heating, ventilating, and air-conditioning (HVAC) controls within the individual units' areas. The HVAC logistics must take into account the office's hours of operation. The Landlord shall establish and maintain the following set points for heating and cooling systems in the building. Between the hours of 6:00 AM and 6:00PM, Monday through Friday, summer space temperature set points will be adjusted to 78°F and winter space temperature set points will be adjusted to 68°F. There may be a 3°F variance, but 78°F will be the highest temperature and 68°F will be the lowest. If a wild return, return unit for air shall be sound baffled.

4.1.14 Provides a fire alarm, sprinkler system, fire extinguishers, and any other fire suppression equipment as required by state and local codes, within the leased space.

4.1.15 Provides (1) one drinking fountain that meet ADA Guidelines, unless local code dictates more than the amount specified in this RFP. One shall be located in staff area and one in public access area.

4.1.16 Provides electrical and data pathway to each workstation, including all enclosed rooms. All electrical must meet all state and local codes.

4.1.17 Fabricates and installs building signage for the exterior. Signs shall be based on Agency design. The landlord shall remove and destroy all signs at the end of the Lease at no cost to the agency.

4.2 Landlord's Responsibility for Lease Space

In addition to the requirements set forth above, the landlord shall also provide, the landlord's duty of care and maintenance, including but not limited to, the following:

4.2.1 Landlord shall be responsible for providing the following:

- Maintenance of the roof, structural parts of the floor, walls, windows, all interior and exterior components of the building, including but not limited to ceiling tiles, flooring, carpeting, and improvements both structural or otherwise and keeping others structural parts of the building in good repair.
- Maintenance of the structural and surface areas of the sidewalks, any and all access drives and parking lot in good repair.
- Necessary repairs to the sewer lines and fixtures, the plumbing equipment, lines and fixtures, gas lines and fixtures, including but not limited to fire sprinkler and fire control systems, the water pipes, the ballasts for fluorescent lighting and electrical wiring.
- Air conditioning, heating equipment and ventilating lines and fixtures; and the maintenance thereof.
- Elevator equipment and the maintenance thereof, if any.
- Thermostatic control, and maintenance thereof, for the Leased Premises will be provided for the heating, ventilation and air conditioning systems used to heat and cool the Lease premises.
- Repair or removal of major landscape elements including landscaping and mowing, snow and ice removal.

4.2.2 All repairs and replacements shall be made in a manner to minimize the inconvenience to Tenant and in a manner, which maintains any and all security of the Lease Premises

4.2.3 Landlord Obligations: Taxes

- Landlord shall pay all taxes payable during the Lease Term before the same are delinquent. The Landlord, upon request, shall provide Tenant with evidence of all taxes and assessments levied and paid.
- If in the future a tax or other charge on Rents shall be imposed by any governing body having the authority to impose such tax or charge, then such tax or charge shall likewise be the obligation of the Landlord.
- As used herein, the term "taxes" shall mean real estate taxes, assessments (whether they be general or special), sewer rents, rates and charges, transit and transit district taxes, taxes based upon the receipt of rent, and any other federal, state, or local governmental charge, general, special, ordinary, or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by

Landlord's income or profits, except as provided herein), which may now or hereafter be levied, assessed or imposed against the Premises.

4.2.4 Landlord Obligations: Operating Expenses:

- Landlord shall pay all utility bills incurred (including, but not limited to, water, gas, electrical), trash removal, snow removal, purchase and install/ disposal of light bulbs.
- Landlord shall be responsible for providing the following (except as provided for elsewhere in the Lease): (a) landscaping; (b) all labor costs and supply costs involved in the operation of the building; (c) all other services of any kind and nature which may be used in or upon the Lease Premises; (d) management fees paid for the management of the Lease Premises in the amount of five percent (5%) of the total Base Rent and additional rent for Taxes and Operating expenses (except for this management fee); (e) and the repair, maintenance and replacement of the building and improvements as follows: (i) the roof; (ii) parking lot; (iii) sidewalks, alleys and any and all access drives, including the removal of snow and ice therefrom; (iv) heating and air conditioning equipment, lines and fixtures; (v) plumbing equipment, lines, and fixtures, including but not limited to fire sprinkler and fire control systems; (vi) electrical equipment, lines and fixtures; (vii) all ingress-egress doors; (viii) plate glass, skylights, windows, doors, special store fronts or office entries; (ix) foundations and structural elements; (x) all utility lines and services; and (xi) any and all other repair, maintenance, and replacement to the buildings and improvements during the Lease Term
- Landlord shall be responsible for providing Property and Liability Insurance for the Lease Premises as specified in Section 13, *Insurance*, of the "State of Iowa Lease Agreement", Attachment #2.
- Landlord shall be responsible for all snow removal and ice removal from sidewalk areas and plowing or removal of snow from the driveways and parking areas when snow is in excess of two (2) inches deep. It is understood by both parties hereto that vehicles parked in the parking lot may be blocked by snow as a result of Landlord's snow plowing operations. Landlord has no obligation to free vehicles blocked by plowed snow.

SECTION 5 - EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest value to the State. Agency will not necessarily award the Contract to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the State.

5.2 Evaluation Committee

The Agency will use an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of Technical Proposals received in response to this RFP. 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 Technical Proposal Evaluation and Scoring

All Technical Proposals will be evaluated to determine if they comply with the Mandatory Specifications. The evaluation committee will fully evaluate and score all Responsive Proposals submitted by Responsible Respondents in accordance with this Section. In addition to other RFP requirements, to be deemed a Responsive Proposal, the Technical Proposal 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 Technical Proposal. If a Technical Proposal does not meet the minimum score, it will be rejected and the Respondent's Cost Proposal will not be evaluated.

An addendum identifying the points assigned to the scoring criteria and identifying the minimum score for the Technical Proposal will be posted prior to the RFP closing.

5.4 Cost Proposal Scoring

After the Technical Proposals are evaluated and scored, the Cost Proposals will be opened and scored.

The cost proposal for each respondent will be evaluated in comparison with the other cost proposals received; however, the number of points possible will be proportional to each respondent's technical evaluation score.

The technical evaluation points received (numerator) is divided by the technical evaluation points possible (denominator) and multiplied by the maximum number of points in the cost evaluation. This provides the total points possible for the respondent in the cost evaluation.

Points Possible for Respondent =

Technical Evaluation Points Received x Maximum Points in Cost Evaluation

Technical Evaluation Points Possible

The lowest cost proposal (numerator) is divided by the cost proposal being evaluated (denominator) and multiplied by the points possible for the respondent. This provides the cost evaluation points awarded.

$$\text{Cost Evaluation Points Awarded} = \frac{\text{Lowest Cost Proposal Received}}{\text{Cost Proposal Being Evaluated}} \times \text{Points Possible for Respondent}$$

For example, suppose there are 10 maximum points in the cost evaluation. A respondent that receives 100% of the points possible in the technical evaluation has the opportunity to earn 100% of the points possible in the cost evaluation (e.g., 10 points). If the cost proposal is the lowest cost, the full 10 points will be awarded.

However, a respondent that receives only 50% of the points possible in the technical evaluation has the opportunity to earn only 50% of the points possible in the cost evaluation (e.g., 5 points). If the cost proposal is the lowest cost, only 5 points are awarded, compared to the 10 points that could have been awarded if the respondent had received the highest technical evaluation score.

5.5 Tied Score and Preferences

- 5.5.1** An award shall be determined by a drawing when responses are received that are equal in all respects and tied in price. Whenever it is practical to do so, the drawing will be held in the presence of the Respondents who are tied in price. Otherwise the drawing will be made in front of at least three non-interested parties. All drawings shall be documented.
- 5.5.2** Notwithstanding the foregoing, if a tied score involves an Iowa-based Respondent or products produced within the State of Iowa and a Respondent based or products produced outside the State of Iowa, the Iowa Respondent will receive preference. If a tied score involves one or more Iowa Respondents and one or more Respondents outside the state of Iowa, a drawing will be held among the Iowa Respondents only.
- 5.5.3** In the event of a tied score between Iowa Respondents, the Agency shall contact the Iowa Employer Support of the Guard and Reserve (ESGR) committee for confirmation and verification as to whether the Respondents have complied with ESGR standards. Preference, in the case of a tied score, shall be given to Iowa Respondents complying with ESGR standards.
- 5.5.4** Second preference in tied scores will be given to Respondents based in the United States or products produced in the United States over Respondents based or products produced outside the United States.
- 5.5.5** Preferences required by applicable statute or rule shall also be applied, where appropriate.

SECTION 6 - CONTRACT TERMS AND CONDITIONS

6.1 Contract Terms and Conditions

The Contract that the Agency expects to award as a result of this RFP shall comprise the specifications, terms and conditions of the RFP, written clarifications or changes made by the Agency to the RFP through an amendment to the RFP in accordance with the provisions of the RFP, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, 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 RFP or the Terms and Conditions shall be incorporated into the Contract unless Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Contract terms and conditions in this Section 6, and/or any Terms and Conditions attached to and accompanying this RFP as an attachment hereto, will be incorporated into the Contract. 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 RFP specifications and the Contract. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFP and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFP or Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFP, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFP or Terms and Conditions by Contractor. Once a Proposal 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 RFP or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Respondent or to negotiate Contract 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 Intent to Award 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 Proposal;
- 6.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent, and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal 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 Proposal;

6.1.4 Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal 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 Contract, shall be construed strictly in favor of the State. Only those proposed modifications identified in the Notice of Intent to Award 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 Contract, 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 Contract between the parties. By executing and submitting its Proposal in response to this RFP, 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 proposal under the terms and conditions of this RFP and the Terms and Conditions.

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

Notwithstanding anything in this RFP 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 Lease Terms

Lease Specifications are contained in Attachment #2. The Lease terms contained in this attachment are not intended to be a complete listing of all Lease terms but are provided only to enable Proposers to better evaluate the costs associated with the RFP and the potential resulting Lease. Proposers should plan on such terms being included in any Lease entered into as a result of this RFP. All costs associated with complying with these requirements should be included in the Cost Proposal or any pricing quoted by the Proposer.

6.3.2 Term Length

The term of the Contract will begin and end on the dates indicated on the RFP cover sheet. The Agency shall have the sole option to renew the Contract upon the same or more favorable terms and conditions for up to the number of extensions identified on the RFP cover sheet.

6.3.3 Payment Terms

6.3.3.1 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. Respondents shall indicate in their Cost Proposals all of the payment methods they will accept. **This information will not be scored as part of the Cost Proposal or evaluated as part the Technical Proposal.**

6.3.3.2 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

6.3.3.3 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.

6.3.3.4 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).

6.3.3.5 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:

- 6.3.3.5.1** Contractor shall comply with Payment Card Industry Data Security Standard (PCI DSS) to assure confidential card information is not compromised;
- 6.3.3.5.2** 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;
- 6.3.3.5.3** 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);
- 6.3.3.5.4** 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;
- 6.3.3.5.5** Contractor shall confirm that the name of purchaser matches the name on the card;
- 6.3.3.5.6** Contractor shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- 6.3.3.5.7** Contractor shall shred any documentation with credit card numbers.

6.3.3.6 Payment Terms

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

6.3.3.7 Respondent Discounts

Respondents shall state in their Cost Proposals whether they offer any payment discounts.

6.3.3.8 Prompt Payment Discount

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

6.3.3.9 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.

6.3.4 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.

6.3.5 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.

6.3.6 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 proposals 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.

6.3.7 Administrative Fee

Without affecting the approved Good or Service prices or discounts specified in the Master Agreement, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the State, made payable to the "Iowa Department of Administrative Services – Central Procurement."

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) State of Iowa Lease Agreement; (2) 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) (3) if neither the General Terms and Conditions for Service Contracts or Goods Contracts are linked to on the RFP cover page, any terms and conditions attached to and accompanying this RFP as attachment 5 (Terms and Conditions); 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.

Attachment #1
State Leased / Owned Building Access Survey

Part I. Background Information:

Agency _____

Building Location _____

State Owned _____ Leased _____ Rented _____

Person(s) completing the survey _____

(Address/phone) _____

Date Completed _____

Some questions may not apply. Please designate N/A in that instance. Attach additional sheets as needed for any explanations.

Part II. Parking:

- a. How many persons with disabilities parking spaces are available? _____
Is at least one parking space designated as "van" accessible? _____
If these are in a parking lot, how many total parking spaces are available? _____
Are each identified with an upright sign? _____
Where is the designated parking in relationship to the primary entrance? _____
- b. Are access aisles adjacent to the persons with disabilities parking spaces? _____
How wide are the parking spaces? _____
How wide are the "van" access aisles? _____
How wide are other access aisles? _____
- c. Do persons with disabilities parking spaces allow people to get in or out on a level surface? _____
- d. Does the individual using the persons with disabilities parking space have to navigate behind parked cars to gain entrance to the building? _____

Part III. Sidewalks:

- a. How wide are the public sidewalks? _____
Are they level? _____
If not, do they slope away from the building, toward the building, or along the length of the walk?

- b. Is there at least one sidewalk with no steps leading to the primary entrance? _____
Does the sidewalk connect to the persons with disabilities parking area? _____
Is there a curb cut at the end of the sidewalk? _____
If so, how high is the curb? _____
How long is the curb cut or sloped portion of the sidewalk? _____
Is the curb cut surface a different texture than the sidewalk or have detectable warning inserts?

- c. Are walks of a continuing common surface and not interrupted by steps or abrupt changes in level?

- d. Do walks have a level platform at the door which is at least 5 feet by 5 feet? _____
If not, what is the size of the level platform? _____
Does the door swing in or out? _____

Part IV. Entrances/Exits:

- a. Is at least one primary entrance to the building on ground level or with a ramped approach? _____
How many floors/levels does this building have? _____
If more than one, is the entrance on the same level as access to the elevator? _____
- b. If more than one floor, can access be gained to all meeting rooms, offices, and common areas from the elevator? _____
At what height are the elevator controls? (top and bottom) _____
Are the buttons labeled with raised or indented letters? _____
What are the inside dimensions of the elevator? _____
- c. If a ramp is used, what is the height of the rise it serves? _____
What is the length of the ramp? _____
Are there handrails on both sides of the ramp? _____
Is this ramp of permanent construction? _____
- d. Is the primary entrance unlocked at all times? _____
- e. What is the width of the primary entrance door? _____
If double doors, what is the width of each door? _____
Are there doors in a series at the entrance? _____
If so, how far apart are the doors? _____
Which way do the doors swing? _____
Is the handle of a lever or loop type? _____
Do all inaccessible entrances have signs indicating the location of the nearest accessible entrance?

- f. Is the height of the threshold $\frac{1}{2}$ " or less? _____
- g. Does the primary entrance contain a revolving door or turnstile? _____
If so, is there a usable door at the same location? _____
Is there an accessible route provided through fixed security barriers at required accessible entrance(s)? _____
- h. Is there a primary entrance with an automatic door opener? _____
If not, what pressure pull is required to open the primary entrance door? _____ (NOTE: an easy tool to measure this is a fishing scale)
- i. If two-way communication is required to gain admittance to the facility or restricted area(s) within the facility, does the system provide both visual and audible signals? _____
- j. Is the symbol of accessibility used to designate barrier free entrance? _____

Part V. Interior Circulation:

- a. Do all doors have a clear opening of at least 32" when open? _____
Do all doors operate with a single effort? _____
What pull/push weight is required to operate doors? _____
Do the doors have lever or loop type handles? _____

- b. Is the floor on the inside and outside of each doorway level for a distance of 5 feet from the door in the direction the door swings? _____
Does the flat surface extend 15" to 18" on each side of the door? _____
- c. Does any interior doorway have a threshold over ½"? _____
- d. If interior ramps are used, what is the height of the rise? _____
What is the length of the ramp? _____
Are there handrails installed on both sides of the ramp? _____
Does the ramp have a non-slip surface? _____
What is the height of the handrail? _____
Do the handrails extend 1 foot beyond each end of the ramp? _____
- e. What is the height of the public phones? _____
Is there a working TTY in the building? _____
If water fountains are provided, what is the height of the spout from the floor? _____
- f. Are raised, recessed or Braille numbers/words provided on rooms? _____
- g. Are there fire extinguishers, plants, other obstacles protruding from the wall that do not reach the floor? If so, how far do they protrude? _____

Part VI. Restrooms:

- a. Are there toilet rooms and/or stalls designed to be accessible? _____
Are there any steps or obstructions leading to the toilet rooms? _____
What is the clear opening width of the entrance door? _____
Are there doors in a series? _____ If so, how far apart are they? _____
If a 90-degree turn is required in the entrance, what is the corridor width? _____
What pressure pull is required to open the door(s)? _____
- b. Is there at least one place in the toilet room that provides a full 5-foot diameter open floor space?

How wide is the area between the wall and the front of the stalls? _____
If stalls are provided, what are the dimensions of the largest compartment? _____
Does the door on the compartment swing out? _____
What is the open width of the door? _____
Are grab bars provided? _____ If so, at what height are they mounted? _____
How many grab bars are in the compartment? _____
Are they located on the side or behind the stool? _____
What is the diameter of the grab bar? _____
What is the width of the space between the wall and grab bar? _____
- c. What is the height of the stool? _____
What is the height of the urinal? _____
Are there grab bars at the urinal? _____
What is the height of the towel or towel dispense? _____
What is the height of the soap dispenser? _____

What is the measurement from the bottom edge of the reflecting surface of the mirror to the floor? _____

What is the measurement from the lower edge of the lavatory to the floor? _____

Are dispensers located at the side of or above the lavatory? _____

d. Do appropriate signs identify accessible toilet facilities? _____

Are the handles of the faucets single handle or "blade" type? _____

Are the drain and hot water pipes wrapped? _____

Part VII. Other:

a. Are switches and controls for light, heat, ventilation, window draperies, fire alarms and all similar controls of frequent or essential use within 54" of the floor? _____ and higher than 18" from the floor? _____

b. Are audible warning signals accompanied by simultaneous visual signals? _____

c. Are there low-hanging door closures that remain within the opening of a doorway or that protrude into regular corridors or traffic ways? _____ If so, at what height? _____

d. Are there low hanging signs, ceiling lights, fans, fixtures, or similar objects that protrude into regular corridors or traffic ways? _____ If so, at what height? _____

Attachment #2
Standard State of Iowa Lease Agreement

SECTION 1. PARTIES: THIS LEASE IS EXECUTED BY and between _____ (Landlord), whose address for the purpose of this Lease is _____, and the **Iowa Department of Administrative Services** on behalf of and for the benefit of the _____ (Tenant), whose address for the purpose of this Lease is 109 SE 13th Street, Des Moines, Iowa 50319.

SECTION 2. LEASED PREMISES:

2.1 Landlord leases to Tenant the following described property: Approximately _____ Square Feet (Rentable Area or Leasable Space) of office space located at _____ (Leased Premises). Floor plan is attached as "Exhibit B".

SECTION 3. TERM OF LEASE: It is understood and agreed that the Lease shall commence on _____ and shall end _____, both days inclusive.

3.1 Landlord grants Tenant the first right of offer to lease the Leased Premises should Landlord offer the Leased Premises for rent during the last year of the lease term. Tenant shall have sixty (60) days after receiving written notice of intent to lease the Leased Premises within which to exercise this right.

SECTION 4. USE OF LEASED PREMISES: It is understood and agreed that Tenant contemplates using the Leased Premises for the purposes of general office use.

SECTION 5. ASSIGNMENT AND SUBLETTING: Tenant shall have the right, with written approval of Landlord, to assign or sublet the Leased Premises or any part thereof during the term of this Lease or renewal or extension thereof, such approval not to be unreasonably withheld. Notwithstanding the foregoing, the Tenant shall have the right to put any other state of Iowa agency or department in the Leased Premises without the prior written approval of Landlord.

SECTION 6. RENTAL: Tenant agrees to pay to Landlord the following for the Leased Premises:

6.1 Rental Rate. For the lease term of _____ through _____, Tenant shall pay for the use and occupancy of the Premises at a rental sum (Rental Rate) of \$_____ per year or \$_____ per sq. ft., payable, in equal monthly installments in the amount of \$_____, in arrears. The first rent payment is due on the first (1st) day of _____, 20__ and the same amount on or before the first (1st) day of each month thereafter during the term of this Lease. The last month's rent is due and payable on the first (1st) day of the month immediately following the last month of the Lease.

6.2 In the event this Lease does not commence on the first day of the month in which Tenant takes possession, the total rent payable shall be prorated from the date of possession to the end of the month in which Tenant takes possession.

6.3 DELINQUENT RENT. If Tenant fails to pay any amounts due under this Lease within sixty (60) days after the later of the date of receipt of the statement for such payment or the date of the satisfactory delivery, furnishing or performance of the services, supplies, materials or contract for which such payment is requested, then the unpaid amount shall bear interest as provided in Iowa Code section 8A.514, until paid; except if the warrant for such payment is not paid, in part or in full, due to lack of

funds at the time of presentment, then interest shall be paid at the maximum rate established pursuant to Iowa Code section 74A.6, on the unpaid amounts until paid in full.

SECTION 7. COVENANT OF QUIET ENJOYMENT: So long as Tenant pays the rents reserved by this Lease and performs and observes all the covenants and provisions hereof, Tenant shall quietly enjoy the Leased Premises and have unobstructed access to said premises at all times, Saturdays, Sundays and holidays included.

SECTION 8. LANDLORD'S DUTY OF CARE AND MAINTENANCE:

8.1. Landlord shall be responsible for providing the following:

8.1.1. Maintenance of the roof, structural parts of the floor, walls, windows, all interior and exterior components of the building, including but not limited to ceiling tiles and carpeting, and improvements both structural or otherwise and keeping other structural parts of the building in good repair;

8.1.2 Maintenance of the structural and surface area of the sidewalks, any and all access drives and parking lot in good repair;

8.1.3 Necessary repairs to the sewer lines and fixtures, the plumbing equipment, lines and fixtures, gas lines and fixtures, including but not limited to fire sprinkler and fire control systems, the water pipes, the ballasts for fluorescent lighting and electrical wiring;

8.1.4 Air conditioning, heating equipment and ventilating lines and fixtures; and the maintenance thereof;

8.1.5 Elevator equipment and the maintenance thereof;

8.1.6 Thermostatic control for the Leased Premises will be provided for the heating, ventilation and air conditioning systems used to heat and cool the Leased Premises.

8.1.7 Repair or removal of major landscape elements.

8.2. All repairs or replacements shall be made in a manner to minimize the inconvenience to Tenant and in a manner, which maintains any and all security of the Leased Premises.

SECTION 9. TENANT'S DUTY OF CARE AND MAINTENANCE:

9.1 Tenant will not permit or allow Leased Premises to be damaged or depreciated in value, except for ordinary wear and tear, by any act or negligence of Tenant, its agents or employees. Tenant shall make no structural alterations or improvements without first obtaining the written approval of Landlord of the plans and specifications therefore, which approval shall not be unreasonably withheld.

9.2 Tenant will make no unlawful use of said premises and agrees to comply with all valid laws and regulations of the Board of Health, applicable City Ordinances, and of the State of Iowa and the Federal Government. This provision shall not be construed as creating any duty by Tenant to members of the general public.

SECTION 10. LANDLORD OBLIGATIONS: Landlord shall furnish the following items at its sole cost and expense:

10.1 Electric

10.2 Gas

10.3 Water/Sewer

10.4 Janitorial services

10.5 Trash removal

10.6 Light bulbs

10.7 Snow removal

10.8 Lawn care/Landscaping

10.9 Timely payment of all real estate taxes or special assessments levied or assessed by lawful authority against the Leased Premises.

10.10 (Add others if negotiated between State and Landlord).

SECTION 11. TENANT OBLIGATIONS: Tenant shall obtain the following items at its sole cost and expense:

11.1 Telephone/internet service

11.2 Add other obligations here if negotiated between State and Landlord

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS: Landlord is responsible for complying with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Iowa Civil Rights Act (Chapter 216), as well as the regulations adopted thereunder, with respect to the Leased Premises. In the event that Tenant is fined for violations of said laws and regulations or a judgment is entered against Tenant for failing to make a reasonable accommodation for areas within the responsibility of Landlord, Landlord agrees to indemnify and hold harmless Tenant, including reasonable attorney fees and costs and expenses. In addition, Landlord shall comply with all valid laws and regulations of the Board of Health, applicable City Ordinances and of the State of Iowa and the Federal Government.

It is agreed and understood that the structural parts of the Leased Premises and the Leased Premises are the sole responsibility of Landlord and Landlord shall comply with all OSHA and IOSHA standards. In addition, Landlord understands and agrees to assume responsibility, under the terms of this Lease, to comply with all provisions of the Iowa State Building Code and the 2015 International Building Code. All physical modifications necessary to meet compliance will be made at the expense of Landlord. In the event Tenant is fined for violation of any said standards for areas within the responsibility of Landlord under the terms of this Lease, Landlord agrees to indemnify and hold harmless Tenant.

SECTION 13. INSURANCE:

13.1 Landlord shall insure its interest in the Leased Premises and any personal property of Landlord in the Leased Premises against fire and other hazards. Landlord shall also maintain general public liability insurance covering personal injury and property damage caused by acts or omission in the common areas of the Leased Premises including the parking lots.

13.2 Landlord releases Tenant and the State of Iowa from all liability for damage due to any act or neglect of Tenant or the State which results in damage to property owned by Landlord which damage is or might be incident to or the result of a fire or any other casualty for which Landlord is reimbursed by insurance. Landlord shall provide Tenant with a certificate of insurance from its applicable insurance carrier(s) which indicates that the carrier(s) consents to this provision and the resulting waiver of the carrier's right of subrogation against Tenant and the State of Iowa.

13.3 Except for any losses, costs, damages, expenses, claims, demands and causes of action arising out of Tenant's duties of care and maintenance of the Leased Premises or any negligence of Tenant, its employees or agents, Landlord shall at all times indemnify, defend and hold Tenant harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management, or from any work or things whatsoever done in or about all portions of the Leased Premises and will further indemnify, defend and hold Tenant harmless against and from any and all claims arising during the Lease term from any condition of the Leased Premises, including, but not limited to any parking lots, street, curb or sidewalk which is a part of or adjoining the Leased Premises and/or any Common Area, or arising from any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of Landlord to be performed, pursuant to the terms of this Lease or arising

from any act of negligence of Landlord, its agents, servants, employees or licensees and from and against all costs, attorney's fees, expenses and liabilities incurred in or about such claim or action or proceeding brought thereon; and in case any action or proceeding be brought against Tenant by reason of any of these claims, Landlord, upon notice from Tenant, covenants to defend such action or proceeding by counsel reasonably satisfactory to Tenant.

13.4 Both parties recognize that the State of Iowa is self-insured and subject to the provisions of Iowa Code Chapter 669 and, Article VII, Section 1, of the Constitution of The State of Iowa.

SECTION 14. LANDLORD'S RIGHT OF ACCESS: Landlord, accompanied by an authorized representative of Tenant, may enter the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises or for the servicing of any utilities. Landlord shall be responsible for and shall indemnify Tenant against any loss of or injury or damage to any of Tenant's improvements, or other personal property located on the Leased Premises arising out of any act, omission or negligence of Landlord, its employees, agents, invitees, or contractors in making any inspections of or repairs, additions or alterations to the Leased Premises.

14.1. Confidentiality: Landlord acknowledges and understands that Tenant maintains confidential information at the Leased Premises. Landlord further acknowledges and understands that state and federal laws may impose civil and criminal penalties for the disclosure and re-dissemination of confidential information. Landlord's employees and contractors may come across this confidential information when performing their responsibilities under this Agreement. Landlord must take reasonable steps to make sure that its employees and any contractors do not copy, remove, disclose, or re-disseminate confidential information maintained by Tenant. Landlord also agrees that any violation of this confidentiality provision may result in Tenant terminating this Agreement for cause. Lastly, Landlord agrees to indemnify the Tenant for any violations of this provision as required by this Agreement.

SECTION 15. SIGNS: Tenant shall have the right and privilege of attaching, affixing, painting, or exhibiting signs on the Leased Premises, provided only:

15.1 That any and all signs shall comply with the ordinances of the city or municipality in which the property is located and the laws of the State of Iowa;

15.2 Such signs shall not change the structure of the Leased Premises;

15.3 Such signs, if and when taken down, shall not damage the Leased Premises; and

15.4 Such signs shall be subject to the written approval of Landlord; which approval shall not be unreasonably withheld.

SECTION 16. POSSESSION: Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the date on which this Lease terminates, except as herein otherwise expressly provided.

16.1 The Leased Premises shall be deemed ready for Tenant's occupancy when:

16.1.1 Landlord shall, at its cost and expense, complete the restoration and leasehold improvements subject to the terms, covenants and conditions set forth in this Lease.

16.1.2 A certificate of occupancy has been issued for the Leased Premises which permits the Leased Premises to be used for the purposes set forth in this Lease, without alterations, changes or additions;

16.1.3 Landlord can furnish and supply the Leased Premises with all services required to be furnished and supplied by Landlord pursuant to the provisions of this Lease; and

16.1.4 Landlord shall have given Tenant written notice that the above conditions have been met.

16.2 The term of this Lease shall commence on the first day that Tenant is entitled to possession of the Leased Premises, or on the ____ day of _____, _____, whichever date is later. It is understood that the agreed time for the commencement of this Lease is an important prerequisite to the execution of this Lease. If commencement of the Lease term does not begin within the time specified in this Lease, the delay will disrupt the delivery of services by Tenant to the public. Because fixing the actual monetary value of damages sustained by Tenant because of any delay or termination under this section of the Lease may be impractical or extremely difficult, Landlord and Tenant agreed that Landlord shall pay Tenant as liquidated damages, and not as a penalty, an amount to be determined as follows:

16.2.1 The sum of One Hundred Fifty Dollars (150.00) per day for each calendar day's delay in the commencement of the Lease up to the time possession is delivered by the Landlord. In the event that the actual losses, costs, damages and expenses which Tenant can determine exceed the sum of One Hundred Fifty Dollars (150.00) per day, Landlord shall be liable for and indemnify Tenant for Tenant's actual losses, costs, damages and expenses. Tenant shall not be liable to Landlord for the payment of rent or the payment of any other obligation to be paid by Tenant under this Lease until the improvements are completed and Tenant has had access to the Leased Premises with sufficient time to make its improvement, install its machinery, equipment, fixtures, and the like and the Leased Premises are ready for occupancy by Tenant. Any delay in the delivery of possession by Landlord to Tenant of the Leased Premises as may be provided for herein shall not serve to extend the term of this Lease; or;

16.2.2 In the event Landlord fails to deliver possession of the Leased Premises within sixty (60) days after the above stated date of possession, Tenant shall have the option of canceling this Lease. If Tenant cancels this Lease under this section, liquidated damages shall accrue at the rate of One Hundred Fifty Dollars (\$150.00) per day for each calendar days delay in the commencement of the Lease from the date notice of cancellation is given to Landlord until the date Tenant obtains complete substituted performance and commences performance of the terms of a subsequent lease agreement which is entered into as a result of Landlord's breach. In the event that the actual losses, costs, damages and expenses which Tenant can determine exceed the sum of One Hundred Fifty Dollars (150.00) per day, Landlord shall be liable for and indemnify Tenant for Tenant's actual losses, costs, damages and expenses. Tenant shall not be liable to Landlord for the payment of rent or the payment of any other obligation to be paid by Tenant under this Lease until the improvements are completed and Tenant has had access to the Leased Premises with sufficient time to make its improvement, install its machinery, equipment, fixtures, and the like and the Leased Premises are ready for occupancy by Tenant. Any delay in the delivery of possession by Landlord to Tenant of the Leased Premises as may be provided for herein shall not serve to extend the term of this Lease.

16.2.3 In the event that Landlord is unable to complete the improvements and allow Tenant access to the Leased Premises for the purposes of making Tenant's improvements and installing its machinery, equipment, fixtures, and the like, so as to make the Leased Premises ready for occupancy by Tenant on or before _____, 20____, Tenant may at its option terminate this Lease by giving notice in writing to Landlord, together with all of Tenant's obligations and liabilities hereunder. This Lease shall become null and void and the parties shall have no further obligation or liability to each other except that Landlord shall be liable to and indemnify Tenant against any losses, costs, damages, and expenses, ordinary and extraordinary, foreseen and unforeseen, of every nature kind and description, as the result of, arising out of, or related to Landlord's failure to deliver

possession of the Leased Premises. In the event of any such default by Landlord, Tenant shall use reasonable efforts to mitigate any damages.

16.2.4 Nothing in this section shall prohibit a waiver of the liquidated damage provisions by Tenant in favor of Landlord if adequate consideration is given.

16.3 Landlord will allow Tenant access to the Leased Premises prior to occupancy for the purpose of measuring, designing, voice/data wiring and furniture set up. Tenant will have full access to the Leased Premises starting _____ for the purpose of conducting the physical move of the operation.

16.4 Surrender of Leased Premises at End of the Term. Tenant agrees that upon the termination of the Lease, it will surrender, yield up and deliver the Leased Premises in good and clean condition, except for the ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant. Landlord and Tenant may conduct a walk-through of the Leased Premises prior to the lease expiration to review the condition of the Leased Premises. Tenant may at the expiration of the term of the Lease, or renewal or renewals thereof, remove any Tenant fixtures or equipment. Tenant shall be responsible for repairing any damages caused by said removal.

SECTION 17. TENANT IMPROVEMENTS: Landlord shall improve the Leased Premises as follows:

17.1 Landlord shall, without cost to Tenant, prepare and furnish for Tenant's prior approval the drawings and specifications for all improvements set forth in Exhibit "TBD" which is attached hereto and made a part hereof. Landlord shall, without cost to Tenant, perform the construction or other items of work in the Leased Premises and furnish those quantities and qualities of materials specified on Exhibit "TBD".

17.2 Tenant shall be allowed access to the Leased Premises to make such improvements it desires to make thereto and to install its machinery, equipment, fixtures and other personal property on the Leased Premises during the final stages of completion of construction and no later than 30 days prior to time for delivery of possession of the Leased Premises to Tenant provided the Tenant does not thereby interfere with the completion of construction of the improvements as a result of the installations.

17.3 Landlord shall make provision for the general contractor and subcontractors to allow Tenant reasonable opportunity for the introduction and storage of its materials and the execution of its work and Landlord shall insure that the general contractor and subcontractors properly connect and coordinate their work with Tenant so as to protect Tenant's improvements, equipment, machinery, fixtures, and the like, from damage so as to allow Tenant to complete the installation thereof on or before the time set for delivery of possession of the Leased Premises to Tenant.

SECTION 18. PARKING: Landlord shall provide and maintain for Tenant ____unassigned parking spaces (spaces) at no additional costs for the sole exclusive use of Tenant.

SECTION 19. DAMAGE TO LEASED PREMISES:

In the event of partial or total destruction of or damage to the Leased Premises, which damage can be reasonably repaired, as determined by Landlord, within sixty (60) days of its occurrence, this Lease shall not terminate, but rent shall be apportioned in amounts equal to the percentage of the Leased Premises that is unusable during construction. The determination regarding the usable portion of the Leased Premises shall be within the sole discretion of Tenant. If the Leased Premises cannot be repaired within sixty (60) days, Tenant may terminate this Lease by providing Landlord with written notice of termination within fifteen (15) days after Landlord determines that the damage to the Leased Premises cannot be repaired within said sixty (60) day time period.

SECTION 20. EMINENT DOMAIN:

- 20.1** In the event all or any portion of the Leased Premises is taken under eminent domain proceedings or purchased in lieu of condemnation, the Tenant may terminate this Lease as of the date of possession by the condemning authority. The Tenant shall provide the Landlord with written notice of termination.
- 20.2** Landlord and Tenant shall each be entitled to a share of the compensation awarded or the purchase price received in lieu of condemnation which reflects their proportionate interests in the property. Tenant's share shall include, without limitation, compensation for loss of and diminution in the value of its leasehold and depreciation to and cost of removal of improvements and fixtures paid for by the Tenant. Tenant's share shall also include all costs incurred in relocating to a new location.

SECTION 21. TERMINATION OF LEASE:

- 21.1 For Cause by Tenant.** In the event Landlord fails to observe and perform any covenant, condition or obligation created by this Lease, Tenant shall provide written notice to Landlord requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Tenant may either:
- 21.1.1** Immediately terminate the Lease without additional written notice; or,
 - 21.1.2** Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.
- In either event, Tenant may seek damages and payment of reasonable attorney fees and costs as a result of the breach or failure to comply with the terms of the Lease.
- 21.2 For Cause by Landlord.** In the event Tenant fails to observe and perform any covenant, condition or obligation created by this Lease, Landlord shall provide written notice to Tenant requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced thirty (30) days beyond the date of the written notice, Landlord may either:
- 21.2.1** Immediately cancel or forfeit this Lease without additional written notice; or,
 - 21.2.2** Enforce the terms and conditions of the Lease and seek any legal or equitable remedies.
- 21.3 Termination Due to Lack of Funds or Change in Law.** Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may terminate this Agreement without penalty by giving sixty (60) days written notice to Landlord in the event of any of the following contingencies:
- 21.3.1.** If there is a reduction, at any time, of 10% or more of the funds anticipated for the continued fulfillment of this Lease either through the failure of the General Assembly, the Governor, the United States Congress or the President to appropriate funds; or,
 - 21.3.2.** If there is a discontinuance or material alteration of the program for which funds were provided.
- In the event that an appropriation to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the Tenant agrees to re-enter an Agreement with the terminated Landlord under the same provisions, terms and conditions as the original lease.
- 21.4 Remedy for Non-Appropriation Termination.** In the event of termination of the Agreement due to non-appropriation, the exclusive, sole and complete remedy of the Landlord shall be to recover and possess the property subject to this Agreement. In the event of termination of this lease due to non-appropriation, Tenant shall have no further liability.
- 21.5 Reduction in Space Requirements due to Funding Changes.** Notwithstanding any other provision of this Agreement to the contrary and subject to the limitations, conditions and procedures set forth below, Tenant may amend this Lease without penalty by giving sixty (60) days written notice to Landlord in the event Tenant's funding is reduced and Tenant reasonably finds that it must

reduce the amount of space leased by Tenant from Landlord. Tenant and Landlord will thereafter promptly meet to agree upon the location and configuration of the space to be withdrawn from the Rentable Area. Tenant acknowledges that the withdrawn space must be readily accessible for occupancy by a new tenant and that a new tenant must have reasonable access to the restroom facilities. Both Tenant and Landlord agree that a good faith effort will be made to effect modifications to this Lease that will permit the continued occupancy by Tenant under terms acceptable to both parties.

21.6 Increase in Space Requirements due to Staffing Changes. If Tenant's space needs increase due to staffing changes and Tenant determines that it must increase the size of its leased space in order to carry out its business, Tenant may notify Landlord, in writing, of its desire to lease additional space. If Landlord is able to provide sufficient, acceptable space contiguous with the Leased Premises, this Lease may be amended to provide for leasing this additional space at the same per square foot cost and on the same terms and conditions as this Lease. If Landlord is unable to accommodate this request within sixty (60) days of receiving the written notice, Tenant may terminate this lease, without penalty, on a date to be specified by Tenant. Both Tenant and Landlord agree that a good faith effort will be made to effect modifications to this Lease that will permit the continued occupancy by Tenant under terms acceptable to both parties.

SECTION 22. HAZARDOUS WASTE:

22.1 Definitions. For the purposes of interpreting this Lease, the following definitions are applicable unless context requires a different meaning:

22.1.1 Environmental Law shall mean any federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment.

22.1.2 Hazardous Substances shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any Environmental Law.

22.2 Tenant's Duties. Tenant hereby agrees that:

22.2.1 Limitation of Activity. No activity will be conducted on the Leased Premises that will produce or make use of any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business activities (Permitted Activities) provided said Permitted Activities are conducted in accordance with all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

22.2.2 Limitation of Storage. The Leased Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (Permitted Materials) provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws. Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency.

22.2.3 No portion of the Leased Premises will be used as a landfill or a dump.

22.2.4 Tenant will not permit any Hazardous Substances to be brought onto the Leased Premises, except for the Permitted Materials, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws.

22.3 Inspections by Landlord. Landlord or Landlord's representative, accompanied by the Tenant or its representative, shall have the right but not the obligation to enter the Leased Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord's sole opinion, that said Permitted

Materials are being improperly stored, used, or disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work.

22.4 Clean-up Costs. If at any time during or after the term of the Lease Term, the Leased Premises are found to be so contaminated or subject to said conditions, due to contamination caused by Tenant, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost.

22.5 Notification Regarding Environmental Law Issues. During the Lease Term, each party hereto shall promptly provide the other party with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notice of environmental liens, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, The State of Iowa Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning:

22.5.1 Any Hazardous Substance on the Leased Premises;

22.5.2 The imposition of any lien on the Leased Premises; or

22.5.3 Any alleged violation of or responsibility under any Environmental Law.

22.6 Limitation of Liability. Nothing herein contained shall obligate Tenant to pay for any charges, taxes, assessments, penalties, fines, clean up, or any charge or cost incident to Hazardous Substances or clean up thereof, unless caused or created by Tenant; and should Hazardous Substances or products be found, on or under the Leased Premises, Landlord shall pay all charges, taxes, assessments, penalties, fines, or any charge or cost incident to the Hazardous Substances, holding Tenant harmless from and against the same and Landlord does hereby agree to indemnify Tenant from and against any and all liability of any kind or type, arising therefrom. Provided however, nothing contained herein shall be construed to create any duty on the part of the Landlord to the general public, any governmental or other regulatory authority, or other parties without privity of contract with respect to this Lease.

SECTION 23. MISCELLANEOUS:

23.1 Amendments. This Lease may be amended in writing from time to time by mutual consent of the parties. All amendments to this Lease must be fully executed by both parties.

23.2 Third Party Beneficiaries. There are no third-party beneficiaries to this Lease. This Lease is intended only to benefit Tenant and Landlord.

23.3 Choice of Law and Forum. The terms and provisions of this Lease shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Lease shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum.

23.4 Assignment and Delegation. This Lease may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

23.5 Integration. This Lease represents the entire Lease between the parties and neither party is relying on any representation which may have been made which is not included in this Lease.

23.6 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

23.7 Not a Joint Venture. Nothing in this Lease shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent/principal relationship) between the parties hereto.

23.8 Obligations Beyond Agreement Term. This Lease shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Lease. All obligations of Tenant and Landlord incurred or existing under this Lease as of the date of expiration, termination or cancellation will survive the termination or conclusion of this Lease.

23.9 Use of Third Parties. Tenant acknowledges that Landlord may contract with third parties for the performance of any of Landlord's obligations under this Lease provided that Landlord remains responsible for such performance. Upon request by Tenant, Landlord shall periodically provide a list of all third-party providers it uses for the substantial performance of any of Landlord's obligations under this Lease.

23.10 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of Tenant and Landlord, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Lease shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

23.11 Approvals. Whenever under this Lease, provision is made for either party to obtain the written consent or approval of the other party, such response shall not be unreasonably withheld or delayed.

23.12 Severability. If any provision of this Lease is held to be invalid or unenforceable the remainder shall be valid and enforceable.

23.13 Notices. Notices under this Lease shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Lease shall be the date of delivery of such notice with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to Landlord: _____

If to Tenant: Iowa Department of Administrative Services
Space Management and Leasing Division
109 SE 13th Street
Des Moines, Iowa 50319

If to Tenant: _____

Any notice or communication sent by U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

23.14 Cumulative Rights. The various rights, powers, options, elections and remedies of either party, provided in this Lease shall be construed as cumulative and no one of them is exclusive of the other or exclusive of any rights, remedies or priorities allowed either party by law, and shall no way affect or impair the right to either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied or unsatisfied.

23.15 Time is of the Essence. Time is of the essence with respect to the performance of all terms, conditions and covenants of this Lease.

SECTION 24. EXHIBITS:

24.1 Floor Plan (Exhibit A)

24.2 Tenant Improvement Plans/Specifications/Schedule/Costs (Exhibit B)

SECTION 25. DOCUMENT EXECUTION:

This Lease may be executed in multiple originals, which, when taken together form a complete Lease, and each party to the Lease shall possess one of the fully executed Leases.

SECTION 26. SIGNATURES:

LANDLORD: _____

By: _____

Date: _____

Printed name: _____

Title: _____

TENANT: _____

By: _____

Date: _____

Printed name: _____

Title: _____

Approved as to content and form:

By: _____

Date: _____

Printed name: _____

Title: _____