



STATE OF IOWA

Office Space Request for Proposal Report

Senate File 2389, Section 48

**Iowa Department of
Administrative Services**
Mike Carroll, Director

January 26, 2011



Date: February 1, 2011

To: Michael Marshall, Secretary of the Senate
Charlie Smithson, Chief Clerk of the House of Representatives
Glenn Dickinson, Director, Legislative Services Agency

Handwritten initials 'MC' in blue ink, with two horizontal lines underneath.

From: Mike Carroll, Director
Department of Administrative Services

RE: Senate File 2389, Section 48, Downtown RFP Report

Pursuant to Senate File 2389, Section 48, enacted during the 2010 Legislative Session, please find the department's report regarding the Downtown Des Moines RFP.

If you have any questions or need additional information, please contact Mark Johnson, Legislative Liaison, at 281-4742.



OFFICE SPACE REQUEST FOR PROPOSAL REPORT

Senate File 2389, Section 48

January 26, 2011

Senate File 2389, Section 48, called for the Department of Administrative services to issue a request for proposals (RFP) concerning the availability and cost of office space for state employees in downtown Des Moines and in other areas in close proximity to the State Capitol Complex. The legislation called for the department to consider the advantages of locating state employees and their functions near the State Capitol Complex.

More specifically, the legislation called for the RFP to ensure that any office space selected should meet all of the following criteria:

- a. The building which includes the office space has skywalk access.
- b. The building which includes the office space is located within reasonable proximity to the free shuttle service route that includes transportation between the Capitol Complex and the downtown Des Moines area.
- c. The entity leasing office space provides adequate parking to employees utilizing the office space which is within reasonable proximity to the office space.
- d. The office space is energy efficient.
- e. The office space provides adequate space and resources needed for the employees intending to occupy the office space.

In issuing the request for proposals, the department was asked to examine current leases for office space within the greater Des Moines area, determine the current length and duration of those leases, and consider the number of state employees impacted by those leases. Also, the legislation called for the department to issue the RFP by December 1, 2010, and submit a written report to the general assembly concerning the request for proposals by January 14, 2011.

Overview of RFP Review Process

On May 21, 2010, DAS Purchasing issued RFP RFP0010005028, LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES. (A copy of the RFP is included as EXHIBIT A.) On June 17, 2010, the department received eleven proposals offering space at 10 locations. (One location was offered by two proposers.) The Issuing Officer for DAS Purchasing reviewed the proposals initially for general compliance with the proposal requirements and forwarded all eleven proposals on to the department's three member selection team.

The selection team followed a three-step evaluation process:

- 1) Proposals and offered facilities were initially reviewed and evaluated by the department's selection committee, including site visits and meetings with representatives of the proposed facilities.
- 2) Shortlisted facilities were evaluated by the selection committee as well as by representatives of selected agencies considered to be prospective tenants of the spaces, including site visits and meetings with representatives of the shortlisted facilities.

OFFICE SPACE REQUEST FOR PROPOSAL REPORT

Senate File 2389, Section 48

January 26, 2011

- 3) The selection committee further evaluated the shortlisted proposals and facilities with input from prospective tenants and issued a recommendation.

A Notice of Intent to Award was issued on December 6, 2010 (refer to Exhibit C). Further negotiations, however, are on hold, pending consideration of other alternatives. Additional information on the proposals received will be provided upon request.

Details of RFP Review Process

1) Initial Review of Proposals

The RFP included a summary of the evaluation criteria to be used, as shown below. The department's three-person selection committee reviewed all proposals based on these criteria:

20%	Conformance with the Agency's space needs
25%	Location
5%	Overall Design Characteristics
10%	Operation and Maintenance of the Property
10%	Economic Benefit to the Community and to the State
25%	Cost
5%	Overall Fit
100%	Total

An initial review determined that two proposals did not meet specific criteria of the RFP, as required by the legislation. Specifically, these facilities did not provide skywalk access. One facility was located south of downtown; the other facility was located in the downtown but there was no direct skywalk access. Two proposals offered the same facility. All facilities, however, were scored using the criteria above.

Proposers offered space ranging from 5,000 to 200,000 rentable square feet at rental rates ranging from \$13.50 to \$18.00 per square foot per year. These costs were broken out by the categories shown in the following table, which also includes the low and high costs across all of the proposals. In some proposals, specific items were rolled into the total cost.

Range of Component Costs Included in Proposals

Cost Component Sq. Ft. per Year (or as noted)	Low Cost (or included with Office Space)	High Cost
Office Space	\$ 3.91	\$ 17.05
Parking (per Space per Month)	Included or as negotiated	\$ 140.00
Insurance	\$ 0.09	\$ 0.34
Taxes	\$ 0.65	\$ 3.75
Utilities	\$ 0.70	\$ 3.13
Interior Maintenance	\$ 0.61	\$ 8.92
Exterior Maintenance including grounds and parking area	\$ 0.01	\$ 6.25
Landscaping maintenance	N/A	\$ 0.02
Trash Removal	\$ 0.07	\$ 0.15
Snow Removal	\$ 0.10	\$ 0.14
Pest Control	\$ 0.01	\$ 0.02
Custodial Services	\$ 0.81	\$ 1.09
Any Other Applicable Fees or Services	\$ 0.56	\$ 2.02
Other	N/A	\$ 0.47

In some cases, the costs varied by size of the facility to be leased. In some cases, the costs included a tenant improvement allowance or a move in allowance. In some cases, parking was included; in other cases it was not

OFFICE SPACE REQUEST FOR PROPOSAL REPORT

Senate File 2389, Section 48

January 26, 2011

included, or a limited number of spaces were included, or parking was to be negotiated with the City of Des Moines.

To fairly evaluate costs, hypothetical options and scenarios were established and the proposal costs were calculated using these options and scenarios:

Options for Evaluation

Option to be Analyzed	Rentable Square Feet
Option 1	5,000
Option 2	50,000
Option 3	100,000
Option 4	150,000
Option 5	200,000

Scenarios for Evaluation

Scenario to be Analyzed	Scenario Factors
Scenario 1	No Tenant Improvement Costs; No Parking Costs
Scenario 2	No Tenant Improvement Costs; 3.5 Parking Spaces per 1,000 Square Feet
Scenario 3	\$10 per Square Foot Tenant Improvement Costs; No Parking Costs
Scenario 4	\$10 per Square Foot Tenant Improvement Costs; 3.5 Parking Spaces per 1,000 Square Feet

The results of the cost evaluation are included on the following pages, to show the high and low costs for each option and each scenario, as well as total estimated costs on an annual basis, over a 5-year period and over a ten-year period.

As a result of the initial evaluation, the selection committee toured eight facilities and also met with representatives offering these facilities. Four facilities were short-listed for further evaluation.

2) Evaluation of Shortlisted Proposals

The selection committee and others within DAS had previously reviewed the list of leased spaces in the Des Moines Metro area to determine potential tenants for downtown spaces. This list included agencies either without space, needing more space or requiring a new space because of pending lease termination. Representatives of these agencies had also considered moving into the Mercy Capitol Building and as well as other leasing options. The agencies considered were: Department of Public Health, needing additional space; Department of Human Services—Case Management, needing additional space; and the Iowa Division of Insurance, currently in a leased space and facing possible lease termination because it is in the Principal Riverwalk redevelopment area.

Representatives of these agencies toured the four shortlisted facilities and offered their comments to the selection committee. Specifically, the Division of Insurance expressed an interest in 30,000 to 40,000 square feet of space in the downtown area. In particular, they were interested in readily available parking and a space that would be most suitable to their needs. Public Health was somewhat interested in downtown space but was concerned about the cost and preferred a facility either on or closer to the Capitol Complex. The Department of Human Services—Case Management, ultimately determined that expansion could take place within their existing leased facility.

Cost evaluations for each scenario follow, with further details included in Exhibit B—Assumptions:

OFFICE SPACE REQUEST FOR PROPOSAL REPORT

Senate File 2389, Section 48

January 26, 2011

Scenario 1 assumes no tenant improvement costs and no costs for parking. Annual costs per square foot of rentable space would range from a low of \$13.69 to a high of \$18.39 and the total cost over 10 years for 200,000 square feet of space would range from \$30.7 to \$34.5 million.

Scenario 1 *							
5 Year Term							
Option	Rentable Square Feet	Low Annual Cost per Square Foot	Low Annual Cost over 5 Years	Low 5-Year Total Cost	High Annual Cost per Square Foot	High Annual Cost over 5 Years	High 5-Year Total Cost
Option 1	5,000	\$13.89	\$69,440	\$347,200	\$18.39	\$91,940	\$459,700
Option 2	50,000	\$13.89	\$694,420	\$3,472,100	\$17.44	\$871,920	\$4,359,600
Option 3	100,000	\$14.58	\$1,458,045	\$7,290,226	\$17.44	\$1,743,860	\$8,719,300
Option 4	150,000	\$14.89	\$2,233,280	\$11,166,400	\$17.44	\$2,615,780	\$13,078,900
Option 5	200,000	\$15.54	\$3,107,700	\$15,538,500	\$17.44	\$3,487,700	\$17,438,500
10 Year Term							
Option	Rentable Square Feet	Low Annual Cost per SF	Low Annual Cost over 10 Years	Low 10-Year Total Cost	High Annual Cost per SF	High Annual Cost over 10 Years	High 10-Year Total Cost
Option 1	5,000	\$13.69	\$68,470	\$684,700	\$18.19	\$90,970	\$909,700
Option 2	50,000	\$13.69	\$684,710	\$6,847,100	\$17.24	\$862,210	\$8,622,100
Option 3	100,000	\$14.39	\$1,438,623	\$14,386,226	\$17.24	\$1,724,430	\$17,244,300
Option 4	150,000	\$14.69	\$2,204,140	\$22,041,400	\$17.24	\$2,586,640	\$25,866,400
Option 5	200,000	\$15.34	\$3,068,850	\$30,688,500	\$17.24	\$3,448,850	\$34,488,500
*Criteria for Scenario 1							
\$0	Tenant Improvement Allowance (0 or \$10/Sq. Ft.)						
0	Parking (0 or 3.5 per 1000)						

OFFICE SPACE REQUEST FOR PROPOSAL REPORT

Senate File 2389, Section 48

January 26, 2011

Scenario 2 assumes no tenant improvement costs and 3.5 parking spaces per 1000 rentable square feet of space (\$50/month per space). Annual costs per square foot of rentable space would range from a low of \$13.69 to a high of \$20.49 and the total cost over 10 years for 200,000 square feet of space would range from \$34.8 to \$38.7 million.

Scenario 2 *							
5 Year Term							
Option	Rentable Square Feet	Low Annual Cost per Square Foot	Low Annual Cost over 5 Years	Low 5-Year Total Cost	High Annual Cost per Square Foot	High Annual Cost over 5 Years	High 5-Year Total Cost
Option 1	5,000	\$13.89	\$69,440	\$347,200	\$20.49	\$102,440	\$512,200
Option 2	50,000	\$14.79	\$739,420	\$3,697,100	\$19.54	\$976,920	\$4,884,600
Option 3	100,000	\$16.68	\$1,668,045	\$8,340,226	\$19.54	\$1,953,860	\$9,769,300
Option 4	150,000	\$16.99	\$2,548,280	\$12,741,400	\$19.54	\$2,930,780	\$14,653,900
Option 5	200,000	\$17.57	\$3,514,367	\$17,571,833	\$19.54	\$3,907,700	\$19,538,500
10 Year Term							
Option	Rentable Square Feet	Low Annual Cost per SF	Low Annual Cost over 10 Years	Low 10-Year Total Cost	High Annual Cost per SF	High Annual Cost over 10 Years	High 10-Year Total Cost
Option 1	5,000	\$13.69	\$68,470	\$684,700	\$20.29	\$101,470	\$1,014,700
Option 2	50,000	\$14.59	\$729,710	\$7,297,100	\$19.34	\$967,210	\$9,672,100
Option 3	100,000	\$16.49	\$1,648,623	\$16,486,226	\$19.34	\$1,934,430	\$19,344,300
Option 4	150,000	\$16.79	\$2,519,140	\$25,191,400	\$19.34	\$2,901,640	\$29,016,400
Option 5	200,000	\$17.38	\$3,475,517	\$34,755,167	\$19.34	\$3,868,850	\$38,688,500
*Criteria for Scenario 2							
\$0	Tenant Improvement Allowance (0 or \$10/Sq. Ft.)						
3.5	Parking (0 or 3.5 spaces per 1000 at \$50/month per space)						

OFFICE SPACE REQUEST FOR PROPOSAL REPORT

Senate File 2389, Section 48

January 26, 2011

Scenario 3 assumes tenant improvement costs at \$10 per rentable square foot and no costs for parking. Annual costs per square foot of rentable space would range from a low of \$13.90 to a high of \$19.44 and the total cost over 10 years for 200,000 square feet of space would range from \$32.7 to \$36.5 million.

Scenario 3 *							
5 Year Term							
Option	Rentable Square Feet	Low Annual Cost per Square Foot	Low Annual Cost over 5 Years	Low 5-Year Total Cost	High Annual Cost per Square Foot	High Annual Cost over 5 Years	High 5-Year Total Cost
Option 1	5,000	\$13.90	\$69,500	\$347,500	\$19.44	\$97,190	\$485,950
Option 2	50,000	\$13.90	\$695,000	\$3,475,000	\$19.44	\$971,920	\$4,859,600
Option 3	100,000	\$14.58	\$1,458,045	\$7,290,226	\$19.44	\$1,943,860	\$9,719,300
Option 4	150,000	\$16.89	\$2,533,280	\$12,666,400	\$19.44	\$2,915,780	\$14,578,900
Option 5	200,000	\$17.54	\$3,507,700	\$17,538,500	\$19.44	\$3,887,700	\$19,438,500
10 Year Term							
Option	Rentable Square Feet	Low Annual Cost per SF	Low Annual Cost over 10 Years	Low 10-Year Total Cost	High Annual Cost per SF	High Annual Cost over 10 Years	High 10-Year Total Cost
Option 1	5,000	\$13.90	\$69,500	\$695,000	\$18.24	\$91,220	\$912,200
Option 2	50,000	\$13.90	\$695,000	\$6,950,000	\$18.24	\$912,210	\$9,122,100
Option 3	100,000	\$14.39	\$1,438,623	\$14,386,226	\$18.24	\$1,824,430	\$18,244,300
Option 4	150,000	\$15.69	\$2,354,140	\$23,541,400	\$18.24	\$2,736,640	\$27,366,400
Option 5	200,000	\$16.34	\$3,268,850	\$32,688,500	\$18.24	\$3,648,850	\$36,488,500
*Criteria for Scenario 3							
\$10	Tenant Improvement Allowance (0 or \$10/Sq. Ft.)						
0	Parking (0 or 3.5 spaces per 1000 at \$50/month per space)						

OFFICE SPACE REQUEST FOR PROPOSAL REPORT

Senate File 2389, Section 48

January 26, 2011

Scenario 4 assumes tenant improvement costs at \$10 per rentable square foot and 3.5 parking spaces per 1000 rentable square feet of space (\$50/month per space). Annual costs per square foot of rentable space would range from a low of \$14.69 to a high of \$21.54 and the total cost over 10 years for 200,000 square feet of space would range from \$36.8 to \$40.7 million.

Scenario 4 *							
5 Year Term							
Option	Rentable Square Feet	Low Annual Cost per Square Foot	Low Annual Cost over 5 Years	Low 5-Year Total Cost	High Annual Cost per Square Foot	High Annual Cost over 5 Years	High 5-Year Total Cost
Option 1	5,000	\$14.80	\$74,000	\$370,000	\$21.54	\$107,690	\$538,450
Option 2	50,000	\$15.83	\$791,394	\$3,956,968	\$21.54	\$1,076,920	\$5,384,600
Option 3	100,000	\$16.68	\$1,668,045	\$8,340,226	\$21.54	\$2,153,860	\$10,769,300
Option 4	150,000	\$18.99	\$2,848,280	\$14,241,400	\$21.54	\$3,230,780	\$16,153,900
Option 5	200,000	\$19.57	\$3,914,367	\$19,571,833	\$21.54	\$4,307,700	\$21,538,500
10 Year Term							
Option	Rentable Square Feet	Low Annual Cost per SF	Low Annual Cost over 10 Years	Low 10-Year Total Cost	High Annual Cost per SF	High Annual Cost over 10 Years	High 10-Year Total Cost
Option 1	5,000	\$14.69	\$73,470	\$734,700	\$20.34	\$101,720	\$1,017,200
Option 2	50,000	\$15.59	\$779,710	\$7,797,100	\$20.34	\$1,017,210	\$10,172,100
Option 3	100,000	\$16.49	\$1,648,623	\$16,486,226	\$20.34	\$2,034,430	\$20,344,300
Option 4	150,000	\$17.79	\$2,669,140	\$26,691,400	\$20.34	\$3,051,640	\$30,516,400
Option 5	200,000	\$18.38	\$3,675,517	\$36,755,167	\$20.34	\$4,068,850	\$40,688,500
*Criteria for Scenario 4							
\$10	Tenant Improvement Allowance (0 or \$10/Sq. Ft.)						
3.5	Parking (0 or 3.5 spaces per 1000 at \$50/month per space)						

OFFICE SPACE REQUEST FOR PROPOSAL REPORT

Senate File 2389, Section 48

January 26, 2011

3) Final Recommendations

Based on input from agency representatives, a further review of costs and other factors, the selection committee ranked the four shortlisted proposals using the criteria defined above, and recommended the proposal from Knapp Properties for 611-5th Avenue, with the intention of moving the Iowa Division of Insurance into the facility. Among other features, the proposal included 100 parking spaces nearby as part of the cost and finished spaces that would readily accommodate the needs of the division with minimal tenant improvements. A Notice of Intent to Award has been issued for this property, however, further negotiations are on hold pending evaluation of other alternatives, including space on the Capitol Complex and renegotiation of an existing lease.

Summary and Next Steps

This RFP process has clearly identified the availability of downtown space and costs associated with it. Only a limited number of agencies, however, are in need of new or additional leased space and one division, specifically the Iowa Division of Insurance, has determined that a downtown location could be beneficial to its operation.

The costs proposed for space are at the high end of current leases throughout the Des Moines metro area where total annual rental costs for office space range from approximately \$7.70 to \$17.50 per square foot. The department currently manages 30 office leases for approximately 400,000 square feet of space at an annual cost of just under \$5.5 million. This equates to an average cost of \$13.80 per square foot. Keeping in mind that this RFP focused on a specific area of Des Moines (the downtown) with specific amenities including skywalk access, this analysis suggests that downtown leased space should be considered only when the specific requirements of an agency or division call for a downtown location.

The Department of Administrative Services recommends consideration of other options—utilization of existing Capitol Complex spaces including Mercy Capitol, renegotiation of existing leases, or another Request for Proposal with less restrictive requirements.



**REQUEST FOR PROPOSAL
RFP0010005028
LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE
BRANCH AGENCIES**

May 21, 2010

NOTICE TO VENDORS

The Department of Administrative Services, General Services Enterprise – Purchasing, Hoover State Office Building - Level A, Des Moines, Iowa 50319 will receive sealed proposals until 3:00 p.m., Local Iowa Time, June 17, 2010 for leased office space for state employees in downtown Des Moines and other areas in close proximity to the state capitol complex. The building which includes the office space must: 1) have skywalk access, 2) have reasonable proximity to free shuttle services, 3) provide adequate parking within reasonable proximity to the building, 4) be energy efficient, and 5) provide adequate space and resources needed for employees to occupy the office space, as further described in the RFP.

Late proposals will not be considered.

For information regarding this notice, and throughout this competitive acquisition process, interested service providers shall contact only the issuing officer:

Kenneth Paulsen, CPPB
Purchasing Agent IV
Iowa Department of Administrative Services
General Services Enterprise – Purchasing
Hoover State Office Building - Level A
Des Moines, Iowa 50319-0105
Phone: 515-281-6366
FAX: 515-242-5974
E-mail: Kenneth.Paulsen@iowa.gov

RFP0010005028
 LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH
 AGENCIES
 May 21, 2010
 Iowa Dept. of Administrative Services, General Services Enterprise

TABLE OF CONTENTS

CHAPTER 1 – ADMINISTRATIVE INFORMATION	Pages 3 - 12
CHAPTER 2 – CONTRACTUAL TERMS AND CONDITIONS	Page 12
CHAPTER 3 – MANDATORY REQUIREMENTS	Pages 13 - 15
CHAPTER 4 – PROPOSAL FORMAT AND REQUIREMENTS	Pages 15 - 18
CHAPTER 5 – PROPOSAL EVALUATION, SELECTION AND AWARD	Pages 19 - 20
 EXHIBITS	
A: Sample Standard State Lease Agreement	Pages 1 - 20
B. State Leased/Owned Building Access Survey Form	Pages 1 - 4
C. Excerpts from Senate File 2389	Page 1
D. Executive Order # 17	Pages 1 - 2
E. Map of Downtown Skywalk System and Municipal Parking Garages	Page 1
F. Western Gateway Cultural and Entertainment District	Page 1
G. Court Avenue Cultural and Entertainment District	Page 1
H. Local Landmark List	Page 1

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

CHAPTER 1 – ADMINISTRATIVE INFORMATION

1.1 PURPOSE

This Request for Proposal (RFP) is intended to solicit proposals for leased office space for various executive branch agencies and state employees in downtown Des Moines and other areas in close proximity to the state capitol complex, pursuant to 2010 Iowa Senate File 2389. The building which includes the office space must: 1) have skywalk access, 2) have reasonable proximity to free shuttle services, 3) provide adequate parking within reasonable proximity to the building, 4) be energy efficient, and 5) provide adequate space and resources needed for employees to occupy the office space, as further described in the RFP, including under 3.2 General Specifications.

The Iowa Department of Administrative Services is responsible for providing office space for most executive branch agencies within Polk County, including office space in facilities owned by the State on the Capitol Complex as well as leased facilities in the area. State agencies currently lease approximately 500,000 square feet of space in the Des Moines area, which house approximately 1500 employees who perform work for a variety of executive branches. The department is currently evaluating the feasibility of moving state employees from leased spaces around the Des Moines area to the recently acquired Mercy Capitol building and the Wallace Building on the Capitol Complex. Senate File 2389 calls for the department to conduct a cost benefit analysis between utilizing these state owned facilities or utilizing leased spaces.

Office spaces ranging in size from a minimum of 3,000 to 200,000 rentable square feet will be considered, as well as a 5-year lease term with options for extensions, as defined in Section 2.2.

If proposals are for 8,000 square feet or less the preference would be that the square footage is contiguous and on a single floor. An open office configuration is preferred comparable to a Class B or better office facility to meet the programmatic needs of the State.

Questions related to parking, cultural and entertainment districts, historic districts and historic properties should be directed to the issuing officer only. The issuing officer will make appropriate contacts to City officials and other state agencies and provide responses to all questions. The questions and responses will be provided on the DAS website (www.das.iowa.gov) and to all prospective vendors as outlined in 1.2 Schedule of Events.

Responses to this proposal may lead to the negotiation of one or more leases for office spaces deemed appropriate for state workers, as further defined in this RFP. In addition to the requirements of Senate File 2389, the department is responsible for considering aspects of Governor Culver's Executive Order #17, which emphasizes revitalization of historic properties and cultural and entertainment districts and also

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

supports safe and healthy work places, sustainable design and cost effective use of state resources.

Key considerations for evaluating proposals are further defined within this RFP and specifically in Senate File 2389 (Exhibit C), and in 3.2 General Specifications, and will include:

- Conformance with the space considerations outlined in this RFP,
- Location of the facility (including downtown skywalk access, proximity to the free downtown shuttle service and proximity to parking),
- Design characteristics of the facility (including historic design features and sustainable design features, including office space that is energy efficient),
- Sustainable aspects of building operation and maintenance,
- Economic benefit to the community,
- Cost (annual lease cost and cost for tenant improvements that may be required), and
- Overall fit of the proposed facility.

The RFP process is for the State's benefit and is intended to provide the State with competitive information to assist in the selection process. This RFP is intended to provide general requirements and is not intended to be comprehensive. Each vendor is responsible for determining all factors necessary for submission of a comprehensive proposal.

1.2 SCHEDULE OF EVENTS

A.	May 13, 2010	Notice is posted on the State's Targeted Small Business web site on this date.
B.	May 21, 2010	RFP is issued and posted on the DAS web site on this date.
C.	June 3, 2010	Prospective vendors are invited to submit written questions and/or requests for interpretation or clarifications concerning this RFP. The State must receive questions and/or requests for interpretation or clarifications no later than 4:30 p.m. on this date. Prospective vendors may deliver questions by courier, fax, and mail or via e-mail only to the issuing officer.
D.	June 8, 2010	The State will issue written responses to written questions, and/or requests for interpretation or clarifications regarding the RFP that were submitted in a timely manner. The written responses will be sent to all vendors no later than 4:30 p.m. on this date.
E.	June 17, 2010	Proposals shall be received by the Department of Administrative Services, General Services Enterprise – Purchasing no later than 3:00 p.m., Local Iowa Time on

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

this date. It shall be the vendors' responsibility to have their proposal delivered to the Department of Administrative Services, General Services – Purchasing in a timely manner.

-
- F.** Proposals must be held firm and irrevocable and may not be withdrawn by prospective vendors for a period of 120 days following the due date. In the event that the State and successful vendor(s) are negotiating an agreement on or after the 120 days have elapsed from the date of the notice of intent to award or the date on which any appeals relative to this procurement are resolved, whichever is later, the vendor(s) agree to hold their offer pending execution of an agreement with the State.

1.3 INQUIRIES AND COMMUNICATIONS

- A.** All inquires and communications concerning this RFP shall be in writing only to the issuing officer:

Kenneth Paulsen, CPPB
Purchasing Agent IV
Iowa Department of Administrative Services
General Services Enterprise – Purchasing
Hoover State Office Building – Level A
Des Moines, Iowa 50310-0105
Phone: 515-281-6366 Fax: 515-242-5974
E-mail: Kenneth.Paulsen@iowa.gov

- B.** During the procurement, including any period of evaluation, the vendor shall contact only the issuing officer regarding this RFP. Discussing the RFP with any other State employee until the State issues a Notice of Intent to Award may result in disqualification.
- C.** In NO CASE shall verbal communications override written communications. Only written communications are binding on the State.
- D.** The State assumes no responsibility for representations concerning conditions by its officers or employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP or written addenda to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. Any information provided by the vendor verbally shall not be considered part of that vendor's proposal. Only written communications from the vendor and received by the State shall be accepted.

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

- E.** If you need to work with the City of Des Moines on any of the requirements of this RFP, you may contact Matthew Anderson, Economic Development Administrator at 515-283-4012 or maanderson@dmgov.org

1.4 PREPARATION OF PROPOSAL

The "Official Proposal" must be typewritten. Changes must be lined out and initialed. The proposal format set forth in Chapter 4 shall be followed. All answers that are given to the questions asked in the RFP are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The "Official Proposal" package containing the original signatures and three (3) copies, plus one electronic copy on CD, shall be delivered in sealed packages(s). Refer to 1.12 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIALITY for instructions on providing confidential information. All packages shall be clearly labeled with the following information:

Vendor's Name and Address
RFP0010005028
LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR
STATE EXECUTIVE BRANCH AGENCIES
Proposal Due Date
Issuing Officer's Name

1.5 ECONOMY OF PRESENTATION

Proposal shall not contain promotional or display materials. Proposals must address the technical requirements. All questions posed by the RFP must be answered concisely and clearly.

1.6 COSTS OF PREPARING THE PROPOSAL

The costs of preparation and delivery of the proposal are solely the responsibility of the vendor.

1.7 AMENDMENT TO THE RFP AND PROPOSAL AND WITHDRAWAL OF PROPOSAL

The State reserves the right to amend the RFP at any time. The vendor shall acknowledge receipt of an amendment in its proposal. The vendor may amend its proposal at any time prior to the due date of proposals. The amendment must be in writing, signed by the vendor and received prior to the time set for the receipt of proposals. Electronic mail and faxed amendments will not be accepted. Upon written notice to the issuing officer, vendor may withdraw, modify, or resubmit proposals at any time prior to the time set for receipt of proposals. Electronic mail and faxed requests to withdraw proposals will not be accepted.

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

1.8 REJECTION OF PROPOSALS

The State will reject any proposal outright and not evaluate it for any of the following reasons:

- a) The vendor fails to deliver the proposal by the due date and time.
- b) The vendor fails to deliver the cost proposal in a separate envelope.
- c) The vendor states that a service requirement cannot be met.
- d) The vendor's response materially changes a service requirement.
- e) The vendor initiates unauthorized contact regarding the RFP with State employees.
- f) The vendor provides misleading, conflicting or inaccurate responses.

In addition, the State reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. Any proposal may also be rejected outright for any one of the following reasons:

- a) The vendor's response limits the rights of the State.
- b) The vendor consistently fails to timely include information necessary to substantiate that it will be able to meet service requirements that are necessary for the proposal to be adequately evaluated. A response of "will comply" or merely repeating the requirements is not sufficient.
- c) The vendor fails to timely respond to the State's request for information, documents, or references.
- d) The vendor fails to timely include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- e) The vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

1.9 PROPOSAL OBLIGATIONS

The content of the proposal and any clarification thereto submitted by the successful vendor(s) shall become a part of the contractual obligation and incorporated by reference into the ensuing contract(s).

1.10 DATE, TIME AND PLACE TO SUBMIT PROPOSAL

The "Official Proposal" shall be completed in the required format. One (1) original "Official Proposal" and three (3) printed copies of the "Official Proposal", plus one (1) electronic copy on CD, shall be received by issuing officer:

Kenneth Paulsen, CPPB
 Iowa Department of Administrative Services
 General Services Enterprise – Purchasing
 Hoover State Office Building – Level A
 Des Moines, Iowa 50319-0105

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

The "Official Proposal" and copies shall be received as described in 1.2 SCHEDULE OF EVENTS. Proposals that are submitted on time will be rejected, remain unopened, and not evaluated.

1.11 CERTIFICATION OF INDEPENDENCE AND NO CONFLICT OF INTEREST

By submission of a response to this RFP, the vendor certifies that the proposal was developed independently. The vendor also certifies that no relationship exists or will exist during the contract period between the vendor and the State that interferes with fair competition or is a conflict of interest. The State reserves the right to reject a proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interest of the State.

1.12 PROPOSAL ANNOUNCEMENT

The names of vendors who submitted proposals within the time frame permitted will be immediately available after the proposal due date to any person who requests such information. The announcement of names of vendors who submitted a proposal does not mean that an individual proposal has been deemed technically compliant and therefore is accepted for evaluation.

1.13 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIALITY

- A.** Before the Notice of Intent to Award is issued all details of proposals and scoring remain confidential. Upon issuance of a Notice of Intent to Award all proposals and scoring become public information. The release of information by the State to the public is subject to Iowa Code Chapter 22 or other applicable law. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a proposal. The State may treat all information submitted by a vendor as public information unless the vendor properly requests that information be treated as confidential at the time of submitting the proposal.
- B.** Any request for confidential treatment of information must be included in a cover letter with the vendor's proposal and must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and must indicate why disclosure is not in the best interest of the public. The request must also include the name, address, and telephone number of the person authorized by the vendor to respond to any inquires by the State concerning the confidential status of the materials.
- C.** Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner.

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

- D. In addition to marking the material as confidential material where it appears, the vendor must submit one hard copy and one electronic copy on CD of the proposal with both marked "Public Copy" from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The "Public Copy" will be made available for public inspection.
- E. An entire proposal cannot be marked confidential. Only those sections that meet the criteria in Iowa Code Chapter 22 for confidentiality may be marked confidential information. Costs that will be incorporated into any resulting contract cannot be deemed confidential.
- F. The vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules will be deemed by the State as a waiver of any right to confidentiality which the vendor may have had.

1.14 PROPOSAL PROPERTY OF THE STATE

All proposals become the property of the State of Iowa and shall not be returned to the vendor unless all proposals are rejected. In the event all proposals are rejected, vendors will be asked to send prepaid shipping instruments to the State for return of the proposals submitted. In the event no shipping instruments are received by the State, the proposals will be destroyed by the State. Additionally, the evaluation documents created by the State will be destroyed in the event all proposals are rejected. Otherwise, at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and open to inspection by interested parties to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.15 PROPOSAL EVALUATION AND AWARD

All proposals submitted shall be evaluated in accordance with the requirements set forth in Chapter 4 of this RFP. Any contract resulting from this RFP shall not necessarily be awarded to the vendor with the lowest prices. Instead, this contract shall be awarded to the compliant vendor who has the greatest number of points awarded as result of the evaluation process.

1.16 GRATUITIES

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH
AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

1.17 CONFLICTS BETWEEN TERMS

The State reserves the right to accept or reject any exceptions taken by the vendor to the terms and conditions of this RFP. Should the vendor take exception to the terms and conditions required by the State, the vendor's exceptions may be rejected and the entire proposal declared non-responsive. The State may elect to negotiate with vendor regarding contracts terms that do not materially alter the substantive requirements of the RFP or the contents of the vendor's proposal.

1.18 IOWA STATUTES AND RULES

Iowa Code Chapter 8A and Chapter 11, Iowa Administrative Code contains policies and procedures for the State of Iowa procurement under which this RFP is issued. The terms and conditions of this RFP, the resulting contract or activities based upon this RFP shall be construed in accordance with the laws of Iowa.

1.19 NEWS RELEASES

News releases or other materials made available to the public, the vendor's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the Iowa Department of Administrative Services.

1.20 COPYRIGHTS

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

1.21 RELEASE OF CLAIMS

With the submission of a proposal, each vendor agrees that it will not bring any claim or have cause of action against the State of Iowa based on any misunderstanding concerning the information provided herein or concerning the State's failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

1.22 VENDOR QUALIFICATION REQUIREMENT

Prior to execution of a contract with successful vendor(s), the successful vendor(s) must be qualified to do business with the State of Iowa by registering with the Department of Administrative Services and with the Secretary of State as applicable.

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH
AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

1.23 AWARD NOTICE AND ACCEPTANCE PERIOD

A Notice of Intent to Award the contract will be forwarded to all vendors submitting a timely proposal. After the announcement of the apparent successful vendor(s), negotiation and execution of the contract shall commence. If the apparent successful vendor(s) fails to negotiate and deliver an executed contract within 30 days from date of award, the State, in its sole discretion, may cancel the award and award the contract to the next highest ranked vendor or withdraw the RFP.

1.24 APPEAL TIME PERIOD

Any vendor whose proposal has been filed in accordance with the requirements of this RFP may appeal the decision by filing a written notice of appeal (in accordance with Chapter 11 – 105.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the issuing officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the department, exclusive of Saturday, Sunday, and legal state holidays. The written notice may be filed by fax transmission to 515-242-5974. 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 vendor(s).

1.25 MISCELLANEOUS

- A.** The State reserves the right to accept or reject any part of any proposal and to accept or reject any or all proposals without penalty.
- B.** The State reserves the right to waive minor deficiencies and informalities if, in the judgment of the State, its best interest will be served.
- C.** The State reserves the right to make a written request for additional information from a vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the vendor's proposal if it materially alters the content of the proposal.
- D.** The terms and provisions of this RFP shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this RFP 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, providing that jurisdiction is proper in that forum.

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

- E. The State reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts.

CHAPTER 2 – CONTRACTURAL TERMS AND CONDITIONS

2.1 LEASE DOCUMENT

The lease document shall be based on the Standard Seat of Government – Sample Standard Lease Agreement, attached as Exhibit A.

2.2 TERM

The agreement shall be for one five (5) year term, with two (2), five (5) year options to renew.

2.3 INCLUSIVE

The agreement lease rate shall be all inclusive, including utilities (including, but not limited to, gas, water, electricity), common area maintenance both interior and exterior including grounds and parking areas, snow removal and trash removal, custodial services, light bulbs, landscaping, all labor costs and supply costs involved in the operation of the building, all other services of any kind and nature which may be used in or upon the Leased Premises, security services, insurance, real estate taxes, tenant improvement costs, and various additional services required by this RFP.

2.4 INCORPORATION

The lease agreement shall incorporate, by reference, this RFP and subsequent addenda and the proposal submitted by the successful vendor in response to this RFP.

2.5 DISCLAIMER

No contractual relationship is implied by the State from acceptance of a proposal or an interview with a vendor in response to this RFP.

RFP0010005028
 LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH
 AGENCIES
 May 21, 2010
 Iowa Dept. of Administrative Services, General Services Enterprise

CHAPTER 3 – GENERAL REQUIREMENTS

3.1 OVERVIEW

Proposals should be based upon the general requirements for space as outlined in this section of the RFP.

3.2 GENERAL SPECIFICATIONS

A. Location and Other Key Requirements:

Facility is to be located in downtown Des Moines and in other areas in close proximity to the state capitol complex. The office space selected shall meet all of the following criteria: 1) The building which includes the office space has skywalk access; 2) The building which includes the office space is located within reasonable proximity to the free shuttle service route that includes transportation between the capitol complex and the downtown Des Moines area; 3) The entity leasing office space provides adequate parking to employees utilizing the office space which is within reasonable proximity to the office space; 4) The office space is energy efficient; 5) The office space provides adequate space and resources needed for the employees intending to occupy the office space.

B. General Requirements for Office Space:

The Department of Administrative Services is requesting proposals for finished office space, which includes space that is ready to move in, and offers furniture and fixtures in shared common areas, lighting, HVAC and electrical distribution systems, floor coverings, and voice and data cabling that has already been installed.

Office spaces ranging in size from a minimum of 3,000 to 5,000 rentable square feet to as much as 200,000 rentable square feet will be considered. Prospective vendors are encouraged to offer spaces within the following approximate size ranges:

- 1) 3,000 to 50,000 rentable square feet
- 2) 50,000 to 100,000 rentable square feet
- 3) 100,000 to 150,000 rentable square feet, and
- 4) 150,000 to 200,000 rentable square feet.

The area must be primarily open office configuration, preferably on a single floor. For space planning purposes spaces will be evaluated on the basis of 220 net square feet per employee. Rentable area is generally considered to equate to 1.17 x net square feet. Net square feet include primarily the workstations, private offices, conference rooms and access aisles and corridors leading to these spaces. Rentable area generally includes shared restrooms, shared stairways, shared break rooms, shared corridors and other common areas that are generally considered to be shared by other tenants within a building but that are included in calculating the square footage for rental rates.

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

C. Access:

- Facility access during business hours – 6:00 a.m. to 6:00 p.m., Monday through Friday.
- Facility after hours and weekend access is required.
- Preferably on a single floor.
- Facility must be compliant with the Americans with Disabilities Act (ADA).
- On-site adjacent parking with hard surface and lighting to meet the occupancy load or within 3 city blocks of facility.
- Facility must be in proximity to the skywalk and in proximity to the free downtown shuttle.
- Facility must have State card reader access.
- Facility must have security staff.
- Facility must have access to high speed fiber.

D. Availability

Space should be initially available any time between July 1, 2010 and July 1, 2011.

E. Parking

Provide parking at the rate of 3.5 spaces per 1,000 rentable square feet of space. These spaces should be located within reasonable proximity to the office space, as further defined under 3.2 General Specifications, and the cost associated with the parking shall be included in the lease rate. (The State will provide parking to employees at no cost.)

E. Lease Rate and Associated Costs

Lease rates and other costs proposed shall include a break down consisting of the base lease rate per rentable square foot, estimated annual operating costs (including utilities and maintenance) per rentable square foot, taxes, estimated annual costs for parking, tenant improvement allowances per rentable square foot, and some description of the process for negotiating tenant improvement requirements, escalation factors for these rates, and other costs as further defined in Section 4.1 paragraph F.

F. Requirements of Executive Order #17

Proposals will be evaluated, in part, based on elements of Executive Order #17, signed by Governor Chester J. Culver on September 25, 2009. Executive Order 17 emphasizes revitalization of historic properties and cultural and entertainment districts and also supports safe and healthy work places, sustainable design and cost effective use of state resources. Specifically, the Executive Order requires that State entities managing or leasing real estate on behalf of the State shall give priority to the needs of public entities and the populations they serve consistent with the cost effective use of state revenues. It also indicates that existing resources and facilities shall be used where adequate, cost competitive and appropriate for efficient and effective current state

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

operations. The Executive Order establishes a foundation for sound and smart growth patterns, and further indicates that these growth patterns should include these considerations:

- Revitalization of infrastructure, structures, sites and areas suitable for economic use.
- Safe, healthy ADA compliant spaces suitable for modern day State operations.
- Historic nature of the property.
- Reforming, streamlining and otherwise minimizing regulations, policies and procedures that may impede the State's ability to establish or maintain a presence in historic districts.
- Seeking appropriate partnerships with local governments, Indian tribes and private organizations with the goal of enhancing participation of these parties in the National Historic Preservation Program.
- Embracing sustainable design standards, including the US Green Building Council's LEED Program.

CHAPTER 4 – PROPOSAL FORMAT AND REQUIREMENTS

4.1 Proposal Content

A. Letter of Statement of Interest that would include:

- Provide a positive statement of interest and understanding and compliance with respect to the requirements of the RFP.
- Include a statement that the proposal will be held and irrevocable and may not be withdrawn for a period of 120 days.
- Identify a person, including mailing address, telephone number, fax number, and e-mail address to who further correspondence and/or questions should be addressed.
- The letter shall be signed by an individual with the authority to bind the vendor to providing the required services.

B. Executive Summary of the Proposal.

- In one page or less, describe your Proposal, highlighting the key benefits to the State.

C. General Narrative

- Address of proposed facilities, including governmental entity or jurisdiction responsible for the building codes, zoning ordinances and other legal requirements for facilities, and any inclusion in cultural and entertainment district(s) or historic districts.

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

- Availability status, including estimated time for tenant improvement build-out.
- Building locations and relationship to skywalk system, parking, and access to the free shuttle to the State Capitol Complex.
- Other use or uses (current or proposed) for the building(s).
- Description of the proposed building(s) including size, construction materials and building systems.
- Space configuration in the proposed building(s), i.e. Office space, building systems, common area.
- Usable square footage and rentable square footage.
- Site development including parking to be provided.
- Compliance with ADA requirements.
- Compliance with building code, zoning ordinance and other governmental requirements of the governmental entity with authority for the locations proposed.

D. Narrative Addressing Compliance with Executive Order #17

1. Briefly respond to the following questions specific to the siting or location of the proposed building(s):

Is the proposed property a designated historic property, either at the national, state or local level? If yes, please describe the designation.

Is the proposed property located in a designated historic district, either at the national, state or local level? If yes, please describe the designation.

Is the proposed property located in a designated cultural and or entertainment district? If yes, please briefly describe district.

Is this property part of a neighborhood revitalization project? If so, how will locating a state agency in this facility benefit the revitalization efforts in this neighborhood?

Briefly describe the proximity of the property to the following:

- Public transit routes
- Other governmental or non-profit agencies
- Affordable and available housing
- Other commercial and retail properties, including any mixed-use developments in close proximity to the property
- Pedestrian access from the property to adjacent housing and commercial and retail properties
- Any shared facilities such as meeting halls and conference rooms that could be made available to the State
- Parking is either adjacent to the property or within 3 blocks

2. Briefly respond to the following questions specific to the design of the proposed building(s).

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

If the proposed property is located within a historic district, briefly describe exterior design features that make the property compatible with the neighborhood's historic character?

Is the facility designed 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 re-configured to meet these general requirements with minimal expense? If the property will need to be re-configured to meet these general requirements, briefly describe the types of improvements that you believe will be required.

3. Briefly respond to the following questions specific to the operation and maintenance of the proposed building(s):

Are green cleaning procedures followed in the maintenance of the building? If yes, briefly describe them. If not, do you have plans to implement green cleaning procedures (the State requires that leased offices use green cleaning products)?

Is it possible to comply with State policies on temperature settings, i.e., 68 degrees in the winter months; 78 degrees in the summer months?

4. Briefly respond to the following questions specific to economic benefits to the community and to the State:

What are the economic benefits to the neighborhood if this state agency moves into your property?

D. Graphic Presentations

- Provide scale floor plans for proposed locations (electronic CADD files are not required for this submittal, but will be required of successful vendors).
- Provide site plan with location plan including:
 - Parking availability for the proposed locations,
 - Skywalk access;
 - Location within or in close proximity to cultural and entertainment districts, historic districts and historic properties.
- Provide exterior photographs or building elevations for proposed locations.

E. Project Team Members

- Name of landlord's representative.
- Name of architect or designer proposed for interior work, if necessary.
- Name of architect or engineer proposed for building construction or modifications, if necessary.

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

- Name of managing firm if applicable.

F. Lease Costs to Include

- Cost per square foot for the following:
 - Office Space
 - Parking
 - Insurance
 - Taxes
 - Utilities
 - Interior Maintenance
 - Exterior Maintenance including grounds and parking area
 - Landscaping maintenance
 - Trash Removal
 - Snow Removal
 - Pest Control
 - Custodial Services
 - Any Other Applicable Fees or Services
- Any costs for tenant improvements, including:
 - Typical allowances for tenant improvements
 - Description of typical tenant improvements included within the allowance
 - Description of process for determining standard or additional tenant improvements.

G. Cost Proposal Configuration

Include the following cost proposal information for the location(s) proposed:

- Annual base cost per rentable square foot
- Estimated annual cost per rentable square foot for common area maintenance, utilities and other costs
- Estimated annual real estate taxes per rentable square foot
- Estimated cost for standard tenant improvements, if not included in the above rates
- Estimated annual cost for parking
- Total estimated annual cost for proposed space
- Total estimated cost for the proposed term.
- Estimated adjustments to any of these costs for an additional 5 year term

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

CHAPTER 5 – PROPOSAL EVALUATION, SELECTION AND AWARD**5.1 EVALUATION PROCESS**

- A.** Proposal packages will be opened by the issuing officer and the names of all vendors that submitted a proposal will be read aloud and released to all submitting vendors via fax or e-mail.
- B.** The issuing officer will review the proposals for compliance with the proposal format instructions. This will consist of verification of each proposal's full compliance with the requirements of section 4 of the RFP.
- C.** The issuing office will retain non-compliant proposals.
- D.** Copies of compliance proposals will be distributed to the Evaluation Committee.
- E.** The Evaluation Committee's evaluation will include a review of each proposal's qualifications, capabilities, resources, and available locations, as well as verification that all requirements of section 4 of the RFP have been met.
- F.** All information and answers provided to the RFP's requirements and questions are subject verification. Misleading and/or inaccurate information and answers shall be grounds for disqualifications at any stage in the procurement process.
- G.** The State reserves the right to make written request for additional information from a vendor to assist in understanding or clarifying their proposal. Any information received shall not be considered in the evaluation if it materially alters the content of the proposal.

5.2 SELECTION PROCESS**A. Evaluation Committee:**

An Evaluation Committee will be formed to examine and evaluate all compliant proposals. The membership of the committee will be at the sole discretion of the State.

B. Evaluation criteria and assigned point values:

20	Conformance with the Agency's space needs
25	Location
5	Overall Design Characteristics
10	Operation and Maintenance of the Property
10	Economic Benefit to the Community and to the State
25	Cost
5	Overall Fit
100	Total

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH
AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

- C. The State may at its sole discretion invite the vendors with the highest evaluation scores to provide tours of the proposed locations and participate in an interview regarding the same.
- D. At the conclusion of the evaluation process, the evaluation committee will forward its proposed recommendation for award of contract(s) to the Director of the Administrative Services.

5.3 AWARD OF CONTRACT(S)

- A. After the final selection, representatives of the State will meet with the successful vendor(s) for the purpose of negotiating a final agreement that is acceptable to both parties. In the event that the parties do not achieve an acceptable agreement, the State reserves the right, at its sole discretion, to negotiate with other RFP respondents.

* * *

RFP0010005028
 LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES
 May 21, 2010

Exhibit A—Sample Standard State Lease STATE OF IOWA LEASE AGREEMENT

SECTION 1. PARTIES: THIS LEASE IS EXECUTED BY and between (name)
 (Landlord), whose address for the purpose of this Lease is
 (address) , (city) , Iowa (zip code) , and (State
agency) (Tenant), whose address for the purpose of this Lease is
 (address) , (city) , Iowa (zip code) .

SECTION 2. LEASED PREMISES:

2.1 Landlord leases to Tenant the following described property: Square Feet (Rentable Area or Leaseable Space) (description) ,
 (address) , (city) , Iowa (Zip
Code) (Leased Premises).

2.1 Tenant Improvements. As part of the Tenant Improvement Allowance provided below in this Section, Landlord, in consultation with Tenant, shall supervise the preparation of drawings and specifications of the Tenant Improvements to the Leased Premises for the prior approval of Landlord and Tenant, which approvals shall not be unreasonably withheld or delayed. Landlord shall prepare a budget for the costs of construction for construction of such Tenant Improvements, for the approval of Tenant. The approved Plans and Specifications and project costs shall be signed by the authorized representatives of both parties and attached to this Lease as Exhibit (insert letter or number).

Landlord shall construct the Tenant Improvements for the Premises substantially in accordance with the Plans and Specifications prepared and approved in accordance with this Section, and in a good and workmanlike manner and in compliance with all applicable laws, regulations, ordinances and codes. The "cost of construction" of such Tenant Improvements shall include the cost of all materials supplied and labor furnished for the design and construction of such Tenant Improvements, whether through contractors, subcontractors, suppliers, materialmen or otherwise, any architectural or engineering fees and expenses paid by Landlord, and a construction management fee of five percent (5%) of all costs of such design and improvements (except such construction management fee). Any material changes to these Plans and Specifications must be approved by Landlord and Tenant in writing. Landlord shall not be required to consent to any

RFP0010005028
 LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES
 May 21, 2010

changes requested by Tenant that will delay Landlord's completion of these Tenant Improvements beyond insert date.

If requested by Tenant, Landlord shall commence construction of such portions of the Tenant Improvements as are approved in writing by Tenant before the final Plans and Specifications for all Tenant Improvements are approved by Landlord and Tenant. Tenant understands and agrees that if the final Plans and Specifications for all Tenant Improvements, as approved by Landlord and Tenant, require the modification or relocation of any portion of improvements authorized by Tenant to be undertaken prior to such approval of the final Plans and Specifications, that the costs of such modification or relocation and the repair or alteration of the portion of the Leased Premises where such improvements were previously located shall also be part of the "costs of construction" of the Tenant Improvements.

Any such approvals required by Section 2 of this Lease on behalf of Landlord shall be binding upon Landlord if approved in writing by any one of the following officers of Landlord: Insert Names, addresses and phone numbers. Any such approvals required by Section 2 of this Lease on behalf of Tenant shall be binding upon Tenant if approved in writing by Barbara J. Bendon, State Property Leasing Manager, Department of Administrative Services, Hoover State Office Building – Level A, Des Moines, Iowa 50319-0104, (515) 281-8887, or such other person as she designates in writing.

2.2 Landlord shall pay the first \$(insert dollar amount) per square foot of leaseable area in the Leased Premises, or \$(insert amount) (the "Tenant Improvement Allowance") of such costs of construction of the Tenant Improvements. Tenant shall pay any costs of construction of such Tenant Improvements approved by Tenant and incurred by Landlord that are in excess of the Tenant Improvement Allowance as follows:

- (a) Tenant shall pay all additional costs of construction that are in excess of the Tenant Improvement Allowance to Landlord in a lump sum, within sixty (60) days after Landlord submits to Tenant a detailed statement of such costs of construction.

Any such payment due from Tenant to Landlord shall be additional rent and Landlord shall be entitled to all remedies at law and under this Lease in the event of any nonpayment of such amount.

2.4 Tenant shall have no right to enter or occupy the Leased Premises until Landlord has substantially completed construction of the Tenant Improvements to be constructed by Landlord and notified

RFP0010005028
LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES
May 21, 2010

Tenant that the Leased Premises are ready for occupancy. Notwithstanding the foregoing, Tenant, with the prior written consent of Landlord, may enter on the Leased Premises by (enter date) (provided that such entry does not, in Landlord's reasonable opinion, interfere with Landlord's ability to complete its preparation of the Leased Premises by (enter date) for the purpose of making the Leased Premises ready for Tenant's use as of (enter date) in which event all covenants and conditions of Tenant under this Lease, except the obligation to pay Base Rent and Additional Rent for Operating Expenses, shall apply from and after the date of such entry.

When Landlord notifies Tenant that the Leased Premises are ready for occupancy, Tenant agrees to accept possession thereof, to install its furniture, trade fixtures, equipment and inventory and to commence doing business by the later of (enter date) or ten (10) days after Landlord notifies Tenant that the Leased Premises are ready for occupancy. From and after the date Landlord gives Tenant notice that the Leased Premises are ready for occupancy, all terms, covenants and conditions of this Lease shall apply, except the obligation to pay Base Rent and Annual Operating Expenses. The obligation to pay Base Rent and Annual Operating Expenses shall commence upon the Rental Commencement Date.

Landlord acknowledges the Tenant's use of the Iowa Communications Network (ICN) as its communication service provider. Landlord shall permit ICN reasonable access to the building for the purpose of installing communication equipment and related devices not later than (enter date).

Landlord further acknowledges the Tenant's use of a modular furniture service provider. Landlord shall permit vendor reasonable access to the building for the purpose of installing modular office partitions and related equipment (Collectively "Partitions"), not later than (insert date). Such Partitions shall not be considered permanent fixtures and Tenant shall have the right to remove Partitions at the conclusion or termination of the Lease.

2.5 Tenant's taking possession of any portion of the Leased Premises shall be conclusive evidence that such portion of the Leased Premises was in good order and satisfactory condition when Tenant took possession, except (a) as to items contained in a punch list to be prepared after an inspection made and signed by representatives of Landlord and Tenant by no later than seven (7) days after Tenant takes possession, (b) other matters for such Tenant notifies Landlord within sixty (60) days after Tenant takes possession of the Premises, and (c) latent defects in Landlord's work.

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

2.6 In the event that Landlord has not substantially completed its obligations to construct improvements on the Leased Premises by (enter date) this Lease shall nevertheless continue in force and effect, but the Rent shall abate until such obligations are substantially completed; and Landlord shall have no other liability whatsoever on account thereof; provided, however there shall be no abatement of Rent for any period after (insert date) that the Premises are not ready for occupancy because of any delays due to the acts or conducts of Tenant. Landlord's performance shall not be deemed incomplete if only insubstantial details of construction, decoration or mechanical adjustments remain to be done that will not materially interfere with Tenant's use of the Leased Premises.

SECTION 3. TERM OF LEASE: It is understood and agreed that the Lease shall commence on _____ **(date)** _____, 20__ and shall end _____ **(date)** _____, 20__, both days inclusive.

3.1 Landlord grants Tenant the option to lease the above described premises for two additional five-year terms.

3.2 With respect to this option, Tenant agrees to give written notice to on or before (insert date).

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, and for no other purpose. Tenant agrees not to use or permit the Leased Premises to be used for any extra hazardous activity. Tenant agrees to use the Leased Premises in a manner so as to not create a nuisance or materially interfere with or infringe upon the rights of other tenants of the property in which the Leased Premises is located.

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 agency or department in the Leased Premises without the prior written approval of Landlord.

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

6.1 The per month rent is \$_____ (which is based on \$_____ per square foot per year), in arrears. The first rent payment is due on the _____ day of _____, 20__, and the same amount on or before the fifteenth (15th) day of each month thereafter during the term of this Lease. The last month's rent is due and payable on the fifteenth (15th) day of the month immediately following the last month of the Lease.

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

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 Additional Rent. It is understood that the Rent set forth above was negotiated in anticipation that the Tenant pays for a pro rata share of the Taxes and Operating Expenses as defined in Sections 10 and 13, respectively, of the Lease. Therefore, in order that Rent payable throughout the term of this Lease shall reflect such costs, Tenant shall pay its pro-rata share of the Taxes and Operating Expenses. Tenant's pro rata share of Operating Expenses and Taxes shall, from fiscal year (commencing July 1st) to fiscal year (ending June 30th), be Landlord's estimate of such expenses (confirmed by actual expenses as provided herein). Landlord's estimate of Tenant's pro rata share of annual Operating Expenses and Taxes for the fiscal year that begins (insert date) is \$(insert cost) per square foot or (insert cost) per month based upon (insert square footage) square feet in the Leased Premises).

Within 60 days after the first day of each subsequent fiscal year, Landlord shall furnish to Tenant an estimate of Tenant's pro-rata share of Taxes and Operating Expenses, not paid directly by Tenant, defined in Section 10 and 13 for the ensuing fiscal year. Tenant shall pay to Landlord 1/12th of said estimate at the same time and place as the Base Rent is to be paid pursuant to Section 6.1 above. Landlord will furnish a statement of the actual cost with respect to the reimbursable expenses no later than sixty (60) days following the fiscal year-end including the year following the fiscal year in which the Lease terminates. Tenant will pay any deficiency to Landlord as shown by such statement within sixty (60) days after receipt of statement. If the total amount paid by Tenant during any calendar year exceeds the actual amount of its share of the Taxes and Operating Expenses due for such calendar year, the excess will be refunded by Landlord within sixty (60) days of the date of the statement. Tenant's share of such Operating Costs for the years in which this Lease commences and terminates shall be prorated based upon the dates of commencement and termination of the Lease Term.

Except as provided for in the following paragraph, the Tenant's share of Operating Costs (excluding property taxes) shall not increase in any year of the Lease Term more than Three Percent (3%) over the Tenant's share of Operating Costs in a prior fiscal year. In no event shall Landlord collect in excess of one hundred percent (100%) of the actual costs incurred by Landlord with respect to the Leased Premises. Landlord will keep books and records showing the Taxes and Operating Expenses in accordance with generally accepted accounting principles. Upon five (5)

RFP0010005028
LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES
May 21, 2010

business days notice, Tenant shall have the right to inspect Landlord's books and records relating to said adjustments in order to verify Landlord's statement.

In the event Landlord seeks an increase in the Operating Costs of more than five percent (3%), Landlord, at Tenant's request, shall cause an audit of its books and records to be conducted by an independent third party. If the audit demonstrates that the Landlord has engaged in prudent management practices and is in compliance with the terms of this Lease and generally accepted accounting principles with respect to the calculation of Operating Costs as they are defined herein, then Tenant shall pay its pro-rata share of the permitted Operating Costs in excess of three percent (3%) and the costs of such audit shall be a part of the Operating Expenses for such year.

SECTION 6.4. 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;

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

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: TAXES AND OPERATING EXPENSES.

10.1 Taxes:

10.1.1 Landlord shall pay all taxes payable during the Lease Term before the same are delinquent. Landlord, upon request, shall provide Tenant with evidence of all taxes and assessments levied and paid.

10.1.2 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.

10.1.3 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

RFP0010005028
 LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES
 May 21, 2010

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.

10.2 Operating Expenses:

10.2.1 Landlord shall pay all utility bills incurred (including, but not limited to, water, gas, electricity), trash removal, snow removal, light bulbs and janitorial services.

10.2.2 Landlord shall be responsible for providing the following (except as provided for elsewhere in this 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 Leased Premises; (d) management fees paid for the management of the Leased 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, glass, 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.

10.2.3 Landlord shall be responsible for providing Property and Liability Insurance for the Leased Premises as specified in Section 13.

10.2.4 Landlord shall be responsible for all snow 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 11. TENANT OBLIGATIONS:

11.1 *(Insert here – obligations negotiated between State and Landlord.)*

RFP0010005028
LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES
May 21, 2010

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS: Landlord shall maintain the Leased Premises in compliance with all applicable State and Federal laws and regulations concerning access by the disabled. See **Exhibit A, Division of Persons with Disabilities letter**, (Exhibit B for purposes of this RFP) attached hereto and incorporated herein by reference. 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, Division Seven. 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

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

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, Article VII, and 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 redissemination 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 redisseminate 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:

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

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 premises, or on the ____th day of _____, 20__, 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. Since 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:

16.2.1 The sum of (an amount to be determined) 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 (an amount to be determined)) per day, Landlord shall be liable for and indemnify Tenant for Tenant's actual losses, costs, damages and expenses. Tenant shall

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

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 (an amount to be determined) per day for each calendar day's 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 (an amount to be determined) 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

RFP0010005028
 LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES
 May 21, 2010

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 grants Tenant the first right of refusal 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 17. (Intentionally omitted)

SECTION 18. PARKING: *(Add a provision for number of reserved parking spaces, stalls, etc., if any. Specify additional costs, if any, whether stalls or parking spaces will be marked as Tenant's spaces to restrict others from parking in them, maintenance of parking spaces [snow and ice removal]. If no Tenant parking is to be provided by Landlord, so state.)*

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.

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

RFP0010005028
LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES
May 21, 2010

the value of its leasehold and depreciation to and cost of removal of improvements and fixtures paid for by the Tenant.

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.

In either event, Landlord 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.

21.3 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.

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

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:

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

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

RFP0010005028
 LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES
 May 21, 2010

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 and 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

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

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

RFP0010005028
LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES
May 21, 2010

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: *(Insert name and address)*

If to Tenant: *(Insert name and address)*

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 Iowa Commission of Persons With Disabilities letter dated _____, 20___. (Exhibit A)

24.2 Improvement Schedule (Exhibit B) *(If any)*

24.3 *(Insert here any other applicable exhibits to be attached and incorporated herein by reference.)*

(Remainder of this page intentionally left blank)

RFP0010005028
LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES
May 21, 2010

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:

State of Iowa

By: _____

Date: _____

Printed name: _____

Title _____

EXECUTED COPY WITH ATTACHMENTS TO: Property Leasing Manager
Department of Administrative Services
General Services Enterprise
A Level, Hoover State Office Building
Des Moines, IA 50319-0102

RFP0010005028
 LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES
 May 21, 2010
 Iowa Dept. of Administrative Services, General Services Enterprise

Exhibit B—State Leased/Owned Building Access Survey Form

Part I. Background Information:

Agency _____

Building Location _____

State Owned ___ Leased ___ Rented ___

Person(s) completing the survey _____

(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? ____ 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 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? _____ and how long is the curb cut or sloped portion of the sidewalk? ____ Is the curb cut surface a different texture than the sidewalk? _____

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?

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

Part III. 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? _____ Is there a handrail on at least one side 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 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 they swing? _____ Is the handle of a lever or loop type? _____
- f. Is the height of the threshold ½" or less? _____
- g. Does the primary entrance contain a revolving door or turnstile? _____ If so, is there a usable door at the same location? _____
- h. What pressure pull is required to open the primary entrance door? _____ (NOTE: an easy tool to measure this is a fishing scale)
- i. Is the symbol of accessibility used to designate barrier free entrance? _____

Part IV. 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

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

ramp? _____ Is a handrail installed on at least one side 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 phones? _____ If water fountains are provided, what is the height of the spout? _____

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 V. 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? _____ How far away from the wall is it located? _____

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 height of the lower edge of the mirror? _____ 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? _____

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

Part VI. 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? _____

RFP0010005028

LEASED OFFICE SPACE IN DOWNTOWN DES MOINES FOR STATE EXECUTIVE BRANCH AGENCIES

May 21, 2010

Iowa Dept. of Administrative Services, General Services Enterprise

Exhibit C—Excerpts from Senate File 2389

Sec. 48. DEPARTMENT OF ADMINISTRATIVE SERVICES == OFFICE SPACE REQUEST FOR PROPOSALS.

1. The department of administrative services shall issue a request for proposals concerning the availability and cost of office space for state employees in downtown Des Moines and in other areas in close proximity to the state capitol complex. The department shall consider the advantages of locating state employees and their functions near the state capitol complex.

2. In issuing the request for proposals, the department shall examine current leases for office space within the greater Des Moines area, determine the current length and duration of those leases, and consider the number of state employees impacted by those leases.

3. The request for proposals shall ensure that any office space selected shall meet all of the following criteria:

a. The building which includes the office space has skywalk access.

b. The building which includes the office space is located within reasonable proximity to the free shuttle service route that includes transportation between the capitol complex and the downtown Des Moines area.

c. The entity leasing office space provides adequate parking to employees utilizing the office space which is within reasonable proximity to the office space.

d. The office space is energy efficient.

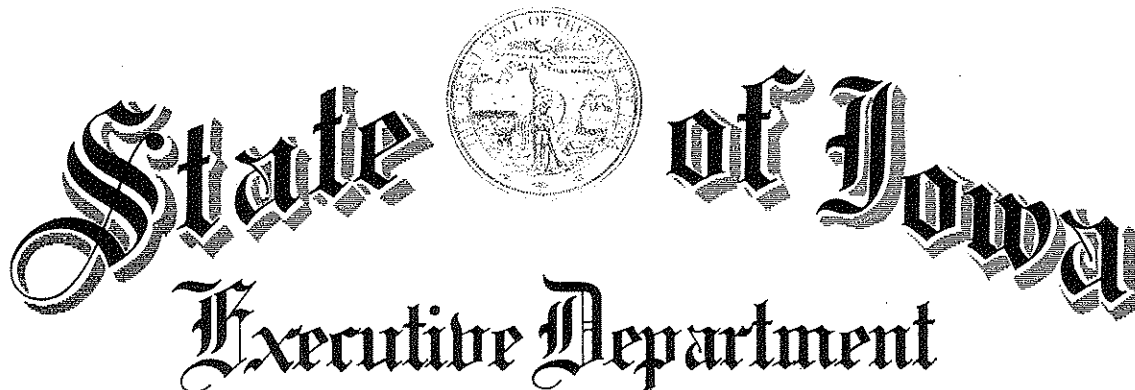
e. The office space provides adequate space and resources needed for the employees intending to occupy the office space.

4. The department of administrative services shall issue the request for proposals by December 1, 2010, and shall submit a written report to the general assembly concerning the request for proposals by January 14, 2011.

Sec. 49. DEPARTMENT OF ADMINISTRATIVE SERVICES == OFFICE SPACE == COST=BENEFIT ANALYSIS.

1. a. The department of administrative services shall conduct a cost=benefit analysis of utilizing existing office space for state employees in downtown Des Moines and other areas in close proximity to the state capitol complex in lieu of replacing or renovating the Wallace Building or relocating any state agencies to any space in the mercy capitol hospital building. The cost=benefit analysis shall include consideration of any cost to the applicable local jurisdiction arising from the state's utilization of existing office space.

b. The department of administrative services shall submit a written report to the general assembly on the cost=benefit analysis by January 14, 2011.



IN THE NAME AND BY THE AUTHORITY OF THE STATE OF IOWA

EXECUTIVE ORDER NUMBER 17

WHEREAS, the State of Iowa's executive agencies and Regent Institutions own, purchase, build and lease property, including office space, worth billions of dollars for educational, correctional, recreational, conservation, transportation, communication, public health, workforce, and related public functions; and

WHEREAS, the placement of state offices in historic central business districts or "downtowns" can strengthen and revitalize Iowa's cities and towns; and

WHEREAS, central cities and downtowns in Iowa have served as centers of both growth and commerce and hold historic, architectural, and cultural significance; and

WHEREAS, development of existing infrastructure, structures, sites, and areas protects Iowa's historical and architectural story while limiting use of environmental resources and preventing degradation of environmental quality; and

WHEREAS, the ability to enjoy, protect and preserve environmental quality and resources depends to an important degree on the economic well-being of the State, and Iowa's ability to sustain long term economic well-being depends to an important degree on the protection and preservation of the environmental quality and resources; and

WHEREAS, the conflict of environmental quality and economic activity put Iowa's rich soil and other environmental resources at risk, and create the need for appropriately sited and designed development; and

WHEREAS, I signed Executive Order Number Six on February 21, 2008, creating a Green Government Initiative to encourage resource protection throughout state agencies and Regent institutions; and

WHEREAS, resource protection and sustainable development should be pursued as dual objectives to support the growth patterns in Iowa cities and towns, reduce operating expenses, ensure accessibility to state services, reduce traffic congestion, and improve air quality; and

WHEREAS, the state's commercial real estate investments and leases represent a significant impact on the State's expenditures and the policies herein shall guide the location decisions of both leased and newly acquired state offices.

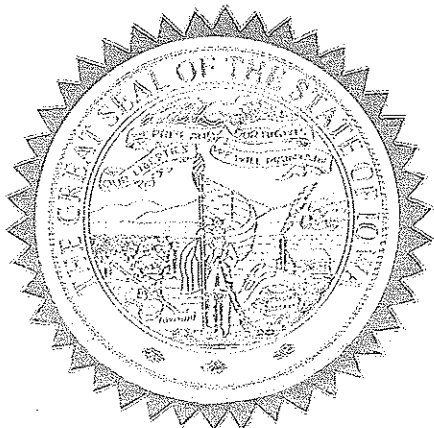
NOW, THEREFORE, I, Chester J. Culver, Governor of the State of Iowa, by the power vested in me by the laws and the constitution of the State of Iowa do hereby order as follows:

- I. State entities managing or leasing real estate on behalf of the State shall give priority to the needs of public entities and the populations they serve consistent with the cost-effective use of state revenues.
- II. Existing resources and facilities shall be used where adequate, cost competitive and appropriate for efficient and effective current state operations.
- III. Sound and smart growth patterns shall receive maximum support consistent with the foregoing state priorities including the following considerations:
 - a. All agencies shall promote, assist, and exert reasonable effort to pursue the rehabilitation and revitalization of infrastructure, structures, sites and areas that have been previously developed and that are still suitable for economic use or reuse and that can be configured into efficient, safe, healthy ADA compliant spaces suitable for modern day State operations. Such rehabilitation and revitalization, where practicable, shall be deemed preferable over the construction of new facilities or the development of areas with significant value

in terms of environmental quality and resources, unless otherwise provided and supported by local or regional growth management plans.

- b. When locating State facilities, state agencies shall give first consideration to historic properties offered within cultural and entertainment districts. If no such property is suitable, then State agencies shall consider other developed or undeveloped sites within historic districts. State agencies shall then consider historic properties outside of historic districts, if no suitable site within a district exists. Rehabilitation and construction that is undertaken pursuant to this Order must be architecturally compatible with the character of the surrounding historic district, or properties and cost competitive with comparable construction outside the historic area.
- c. State agencies with responsibilities for leasing, acquiring, locating, maintaining or managing State facilities, or with responsibilities for the planning or managing of historic resources, shall take steps to reform, streamline and otherwise minimize regulations, policies and procedures that impede the State's ability to establish or maintain a presence in historic districts or to acquire suitable historic properties to satisfy State space needs, unless such regulations, policies and procedures are designed to protect human health and safety or the environment.
- d. In carrying out the authorities of the National Historic Preservation Act, the Secretary of the Interior, and the Advisory Council on Historic Preservation, each State agency shall seek appropriate partnerships with local governments, Indian tribes and appropriate private organizations with the goal of enhancing participation of these parties in the National Historic Preservation Program. Such partnerships shall embody the principles of administrative flexibility, reduced paperwork and increased service to the public, all the while remaining sensitive to building design and scale as well as environmental and economic concerns. State agencies shall seek the input of the State Department of Cultural Affairs and the Iowa Department of Economic Development Main Street Program when implementing this Order.
- e. While keeping the above-specifications in mind, other critical facility siting and development factors shall include, but shall not be necessarily limited to the proximity of public transit and other needed infrastructure; closeness to affordable and available housing; pedestrian access to retail and commercial facilities; and exploiting opportunities for mixed-use.
- f. To the extent reasonably possible, State agencies shall embrace sustainable design standards shall and follow the U.S. Green Building Council's LEED Program, which provide building owners and operations a concise framework for identifying and implementing practical and measurable green building design, construction, operations and maintenance solutions.

IV. The Department of Administrative Services, within six months following the date of this Order, shall issue a guidance document for facility siting and development for use by all State agencies and departments for projects beginning thereafter.



IN TESTIMONY WHEREOF, I have hereunto subscribed my name and caused the Great Seal of Iowa to be affixed. Done at Des Moines this 25th day of September, in the year of our Lord two thousand nine.



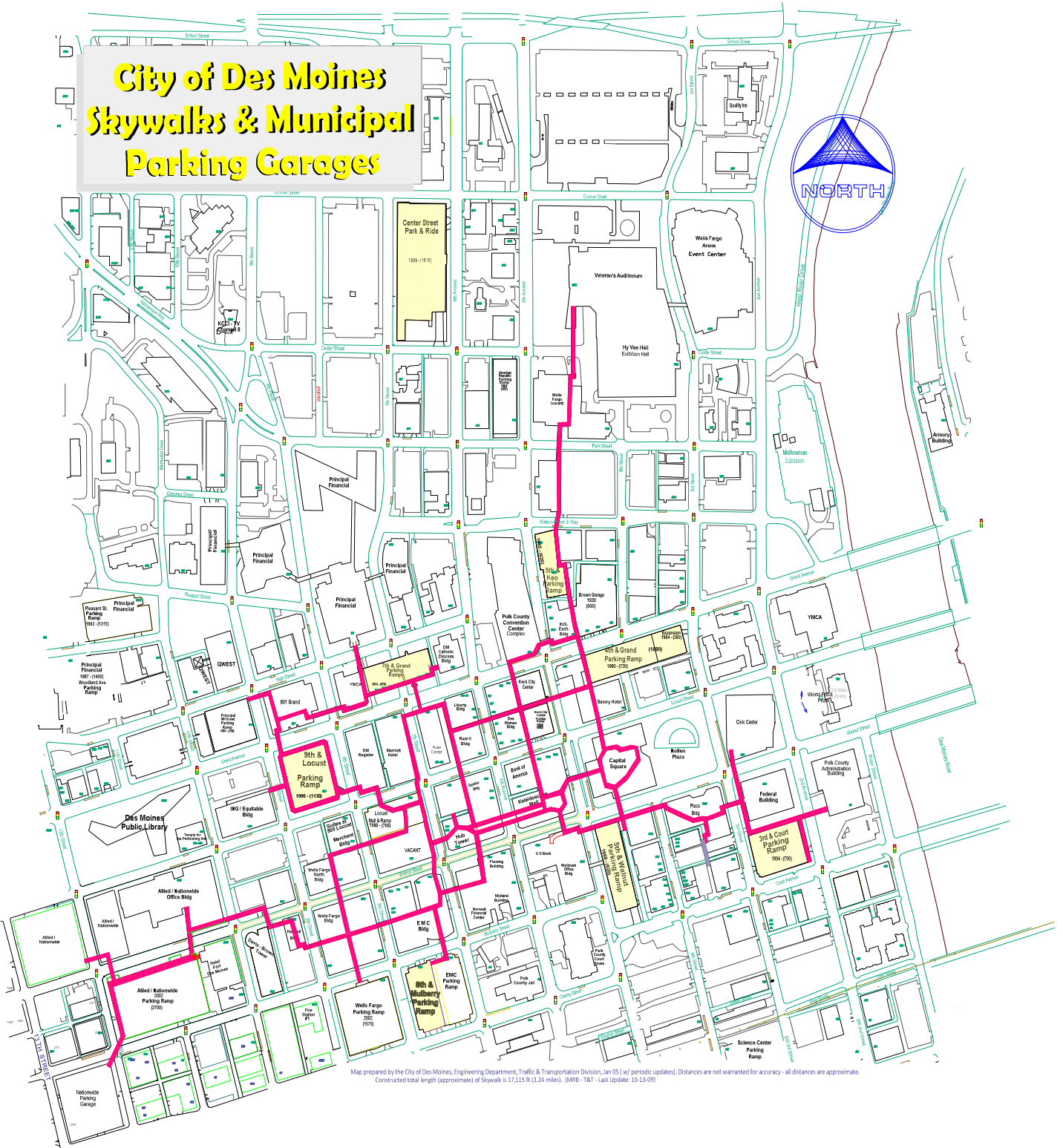
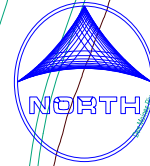
CHESTER J. CULVER
GOVERNOR

ATTEST:

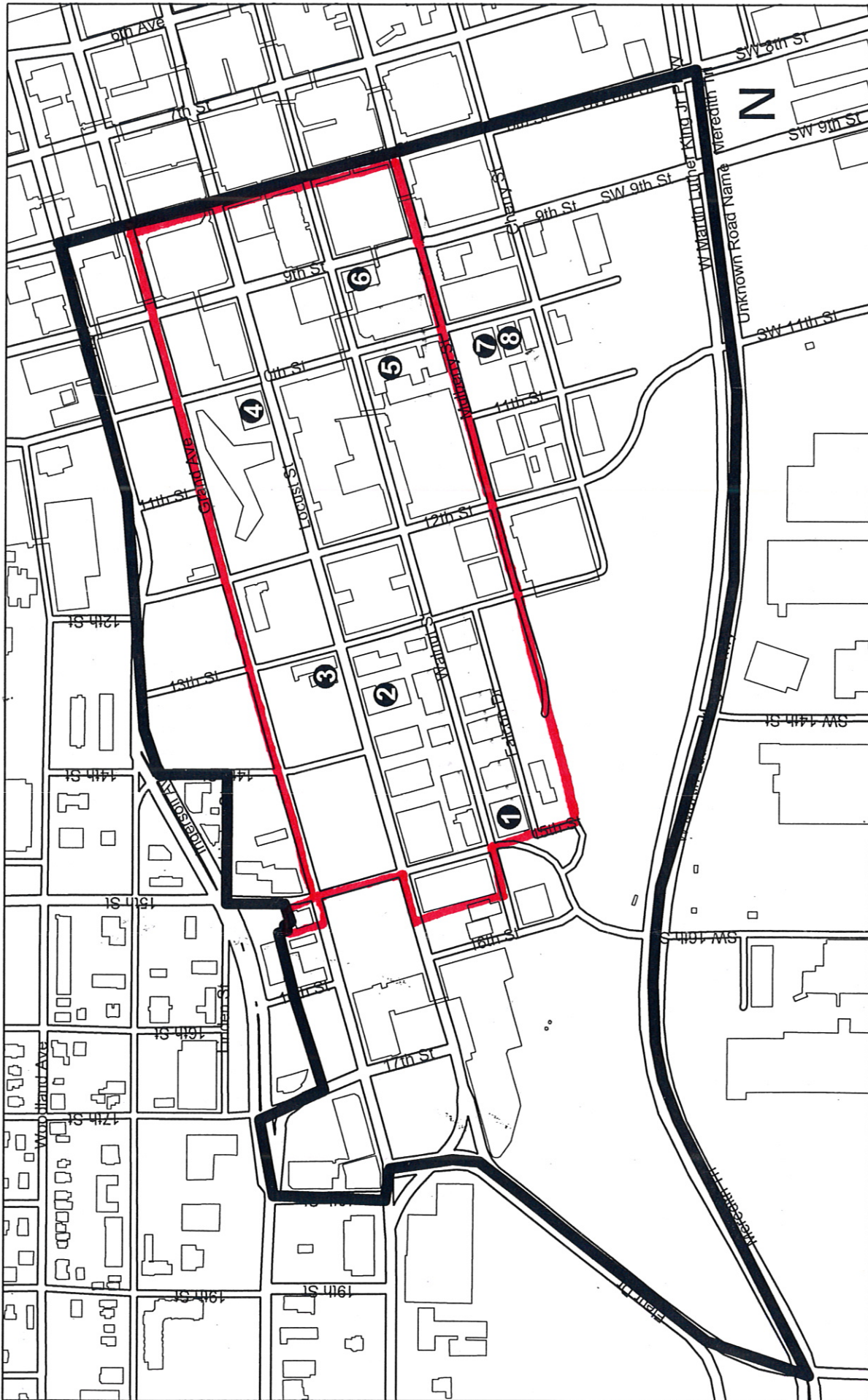


MICHAEL A. MAURO
SECRETARY OF STATE

City of Des Moines Skywalks & Municipal Parking Garages



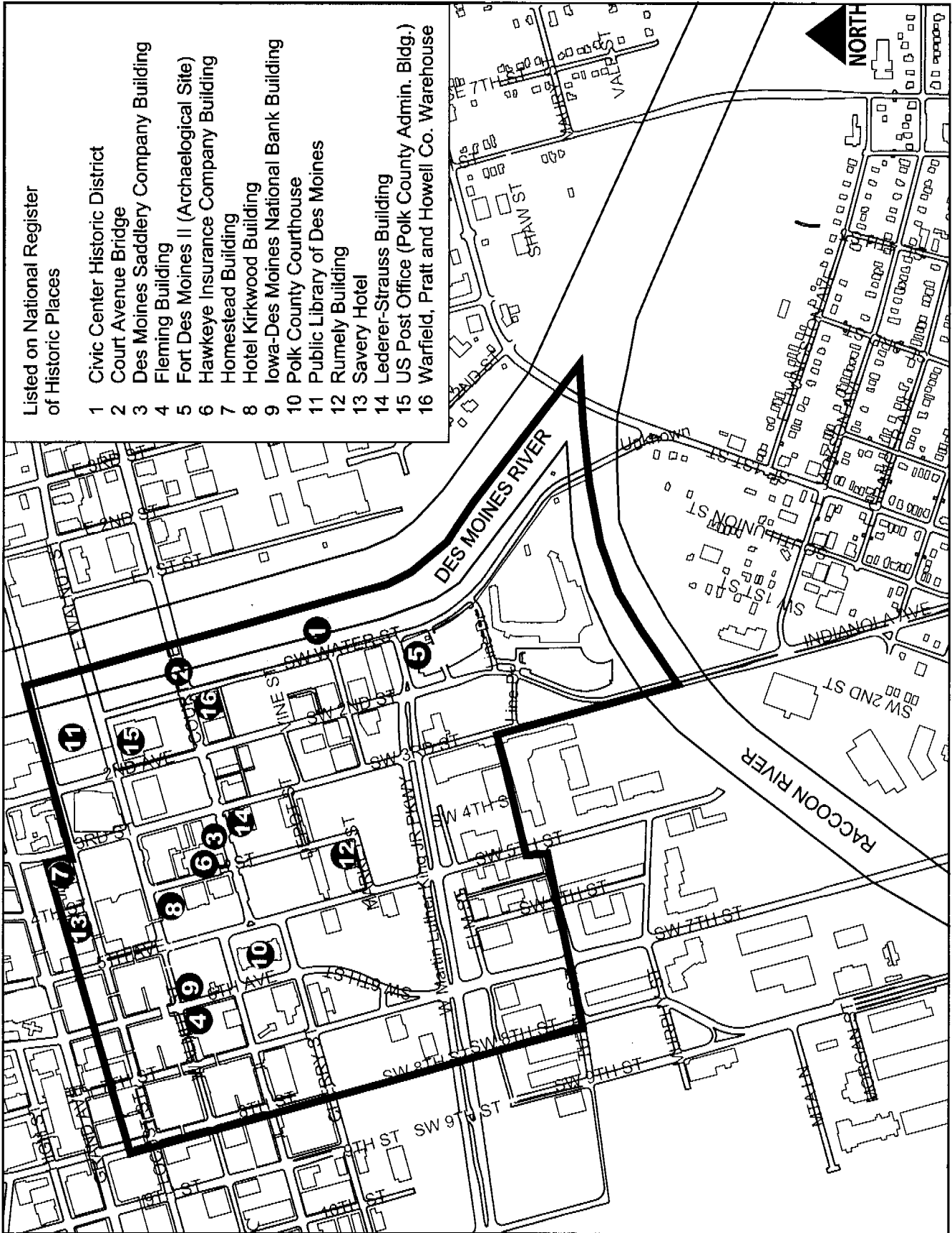
Map prepared by the City of Des Moines, Engineering Department, Traffic & Transportation Division, Jan 05 (w/ periodic updates). Distances are not warranted for accuracy - all distances are approximate.
Constructed total length (approximate) of Skywalk is 17,115 ft (3.24 miles). (MRB - TRB - Last Update: 10-13-09)



Western Gateway Cultural and Entertainment District

- 1. Crane Building (1440 Walnut Street)
- 2. Chamberlain Building (1312 Locust Street)
- 3. Hallett Flat Apartments (1301-1307 Locust Street)
- 4. Masonic Temple of Des Moines (1011 Locust Street)
- 5. Hotel Fort Des Moines (10th Street & Walnut Street)
- 6. Hubbell Building (904 Walnut Street)
- 7. Standard Glass & Paint Co. Building (112 10th Street)
- 8. Herring Motor Car Company Building (110 10th Street)

Court Avenue Cultural and Entertainment District



CITY OF DES MOINES
LOCAL LANDMARKS

1. THE LEXINGTON APARTMENTS - 1721 PLEASANT
2. THE GOLD STAR MONUMENT - LUTHERAN HOSPITAL GROUNDS
700 E. UNIVERSITY AVENUE
3. WOODLAND CEMETERY - CORNER OF WOODLAND AND HARDING ROAD
(excluding Jewish Enamel Cemetery)
4. DRAKE UNIVERSITY MUNICIPAL OBSERVATORY, WAVELAND PARK
UNIVERSITY AVENUE AT 49TH STREET
5. SOUTHEAST WATER TROUGH - S.E. 11TH AND SCOTT STREETS
6. COLONIAL BREAD SIGN - SECOND AND UNIVERSITY AVENUES
7. BUTLER MANSION - 2633 FLEUR DRIVE
8. GLENDALE MAUSOLEUM, GLENDALE CEMETERY - 1550 48TH STREET
9. ROSE GARDEN, GREENWOOD PARK - GRAND AVENUE AT 47TH STREET
10. SYLVAN THEATER, GREENWOOD PARK - GRAND AVENUE AT 47TH STREET
11. WALLACE HOUSE - 756 16TH STREET
12. AMERICAN FEDERAL BUILDING - 601 GRAND AVENUE
13. CHARLES MARTIN HOUSE, 3939 GRAND AVENUE
14. HOYT SHERMAN PLACE - 1501 WOODLAND AVENUE
15. OAKWOOD ESTATE/JAMES S. CARPENTER HOUSE - 3320 KINSEY AVENUE
16. ESTHER HALL, 921 PLEASANT
17. NORDEN HALL, 709 E. LOCUST
18. BOYD COTTAGE, 304 42ND STREET
19. MASONIC TEMPLE, 1011 LOCUST STREET
20. PUBLIC LIBRARY OF DES MOINES, 100 LOCUST STREET

SEPTEMBER, 2004

OFFICE SPACE REQUEST FOR PROPOSAL REPORT

Senate File 2389, Section 48

January 14, 2011

EXHIBIT B—Assumptions for Scenarios

Scenario 1 Assumptions						
For Scenario 1:	Net Square Feet vs. Rentable Square Feet		Parking Requirements		For Scenario 1:	
	1.17	Rentable to Net Factor	3.5	Parking Spaces Per 1000 Rentable Sq. Ft.	0	Parking Spaces Per 1000 Rentable Sq. Ft.
Costs for moving and for tenant improvements have been included as follows where move costs or tenant improvements are not included in the proposal:	4,274 NSF	Option 1: 5,000 RSF	18	Option 1: 5,000 RSF	Costs for parking have been included as follows where parking is not included in the proposal:	
	42,735 NSF	Option 2: 50,000 RSF	175	Option 2: 50,000 RSF		
	85,470 NSF	Option 3: 100,000 RSF	350	Option 3: 100,000 RSF		
	128,205 NSF	Option 4: 150,000 RSF	525	Option 4: 150,000 RSF		
	170,940 NSF	Option 5: 200,000 RSF	700	Option 5: 200,000 RSF		
	Estimated Number of Employees		Estimated Parking Costs Per Year (Surface Parking)			
	220	Net Square Feet per Employee	\$50	Surface Parking Per Month	Cost Per Sq. Ft.	Cost Per Year
	19 Employees	Option 1: 5,000 RSF	\$10,500 per Year	Option 1: 5,000 RSF	\$0.00	\$0
	194 Employees	Option 2: 50,000 RSF	\$105,000 per Year	Option 2: 50,000 RSF	\$0.00	\$0
	389 Employees	Option 3: 100,000 RSF	\$210,000 per Year	Option 3: 100,000 RSF	\$0.00	\$0
583 Employees	Option 4: 150,000 RSF	\$315,000 per Year	Option 4: 150,000 RSF	\$0.00	\$0	
777 Employees	Option 5: 200,000 RSF	\$420,000 per Year	Option 5: 200,000 RSF	\$0.00	\$0	
Move Costs		Allowance For Move Costs		Estimated Parking Costs Per Year (Covered Parking)		
Cost Per Sq. Ft.	\$500	Move Cost Per Employee	\$115	Covered Parking Per Month		
\$1.94	\$9,700	Option 1: 5,000 RSF	\$24,150	Option 1: 5,000 RSF		
\$1.94	\$97,100	Option 2: 50,000 RSF	\$241,500	Option 2: 50,000 RSF		
\$1.94	\$194,300	Option 3: 100,000 RSF	\$483,000	Option 3: 100,000 RSF		
\$1.94	\$291,400	Option 4: 150,000 RSF	\$724,500	Option 4: 150,000 RSF		
\$1.94	\$388,500	Option 5: 200,000 RSF	\$966,000	Option 5: 200,000 RSF		
Note: Move costs are included above.			Note: Parking costs are not included unless noted.			
Tenant Improvements		Allowance For Tenant Improvement Costs				
Cost Per Sq. Ft.	\$10	Allowance per Square Foot				
\$0.00	\$50,000	Option 1: 5,000 RSF				
\$0.00	\$500,000	Option 2: 50,000 RSF				
\$0.00	\$1,000,000	Option 3: 100,000 RSF				
\$0.00	\$1,500,000	Option 4: 150,000 RSF				
\$0.00	\$2,000,000	Option 5: 200,000 RSF				
Note: Tenant improvement costs are not included unless noted.						

OFFICE SPACE REQUEST FOR PROPOSAL REPORT

Senate File 2389, Section 48
January 14, 2011

EXHIBIT B—Assumptions for Scenarios

Scenario 2 Assumptions						
For Scenario 2:	Net Square Feet vs. Rentable Square Feet		Parking Requirements		For Scenario 2:	
	1.17	Rentable to Net Factor	3.5	Parking Spaces Per 1000 Rentable Sq. Ft.	3.5	Parking Spaces Per 1000 Rentable Sq. Ft.
Costs for moving and for tenant improvements have been included as follows where move costs or tenant improvements are not included in the proposal:	4,274 NSF	Option 1: 5,000 RSF	18	Option 1: 5,000 RSF	Costs for parking have been included as follows where parking is not included in the proposal:	
	42,735 NSF	Option 2: 50,000 RSF	175	Option 2: 50,000 RSF		
	85,470 NSF	Option 3: 100,000 RSF	350	Option 3: 100,000 RSF		
	128,205 NSF	Option 4: 150,000 RSF	525	Option 4: 150,000 RSF		
	170,940 NSF	Option 5: 200,000 RSF	700	Option 5: 200,000 RSF		
	Estimated Number of Employees		Estimated Parking Costs Per Year (Surface Parking)		Parking	
	220	Net Square Feet per Employee	\$50	Surface Parking Per Month	Cost Per Sq. Ft.	Cost Per Year
	19 Employees	Option 1: 5,000 RSF	\$10,500 per Year	Option 1: 5,000 RSF	\$2.10	\$10,500
	194 Employees	Option 2: 50,000 RSF	\$105,000 per Year	Option 2: 50,000 RSF	\$2.10	\$105,000
	389 Employees	Option 3: 100,000 RSF	\$210,000 per Year	Option 3: 100,000 RSF	\$2.10	\$210,000
583 Employees	Option 4: 150,000 RSF	\$315,000 per Year	Option 4: 150,000 RSF	\$2.10	\$315,000	
777 Employees	Option 5: 200,000 RSF	\$420,000 per Year	Option 5: 200,000 RSF	\$2.10	\$420,000	
Move Costs		Allowance For Move Costs		Estimated Parking Costs Per Year (Covered Parking)		
Cost Per Sq. Ft.	\$500	Move Cost Per Employee	\$115	Covered Parking Per Month		
\$1.94	\$9,700	Option 1: 5,000 RSF	\$24,150	Option 1: 5,000 RSF		
\$1.94	\$97,100	Option 2: 50,000 RSF	\$241,500	Option 2: 50,000 RSF		
\$1.94	\$194,300	Option 3: 100,000 RSF	\$483,000	Option 3: 100,000 RSF		
\$1.94	\$291,400	Option 4: 150,000 RSF	\$724,500	Option 4: 150,000 RSF		
\$1.94	\$388,500	Option 5: 200,000 RSF	\$966,000	Option 5: 200,000 RSF		
		Note: Move costs are included above.		Note: Parking costs are not included unless noted.		
Tenant Improvements		Allowance For Tenant Improvement Costs				
Cost Per Sq. Ft.	\$10	Allowance per Square Foot				
\$0.00	\$50,000	Option 1: 5,000 RSF				
\$0.00	\$500,000	Option 2: 50,000 RSF				
\$0.00	\$1,000,000	Option 3: 100,000 RSF				
\$0.00	\$1,500,000	Option 4: 150,000 RSF				
\$0.00	\$2,000,000	Option 5: 200,000 RSF				
		Note: Tenant improvement costs are not included unless noted.				

OFFICE SPACE REQUEST FOR PROPOSAL REPORT

Senate File 2389, Section 48
January 14, 2011

EXHIBIT B—Assumptions for Scenarios

Scenario 3 Assumptions						
For Scenario 3:	Net Square Feet vs. Rentable Square Feet		Parking Requirements		For Scenario 3:	
	1.17	Rentable to Net Factor	3.5	Parking Spaces Per 1000 Rentable Sq. Ft.	0	Parking Spaces Per 1000 Rentable Sq. Ft.
Costs for moving and for tenant improvements have been included as follows where move costs or tenant improvements are not included in the proposal:	4,274 NSF	Option 1: 5,000 RSF	18	Option 1: 5,000 RSF	Costs for parking have been included as follows where parking is not included in the proposal:	
	42,735 NSF	Option 2: 50,000 RSF	175	Option 2: 50,000 RSF		
	85,470 NSF	Option 3: 100,000 RSF	350	Option 3: 100,000 RSF		
	128,205 NSF	Option 4: 150,000 RSF	525	Option 4: 150,000 RSF		
	170,940 NSF	Option 5: 200,000 RSF	700	Option 5: 200,000 RSF		
	Estimated Number of Employees		Estimated Parking Costs Per Year (Surface Parking)			
	220	Net Square Feet per Employee	\$50	Surface Parking Per Month	Cost Per Sq. Ft.	Cost Per Year
	19 Employees	Option 1: 5,000 RSF	\$10,500 per Year	Option 1: 5,000 RSF	\$0.00	\$0
	194 Employees	Option 2: 50,000 RSF	\$105,000 per Year	Option 2: 50,000 RSF	\$0.00	\$0
	389 Employees	Option 3: 100,000 RSF	\$210,000 per Year	Option 3: 100,000 RSF	\$0.00	\$0
583 Employees	Option 4: 150,000 RSF	\$315,000 per Year	Option 4: 150,000 RSF	\$0.00	\$0	
777 Employees	Option 5: 200,000 RSF	\$420,000 per Year	Option 5: 200,000 RSF	\$0.00	\$0	
Move Costs		Allowance For Move Costs		Estimated Parking Costs Per Year (Covered Parking)		
Cost Per Sq. Ft.	\$500	Move Cost Per Employee	\$115	Covered Parking Per Month		
\$1.94	\$9,700	Option 1: 5,000 RSF	\$24,150	Option 1: 5,000 RSF		
\$1.94	\$97,100	Option 2: 50,000 RSF	\$241,500	Option 2: 50,000 RSF		
\$1.94	\$194,300	Option 3: 100,000 RSF	\$483,000	Option 3: 100,000 RSF		
\$1.94	\$291,400	Option 4: 150,000 RSF	\$724,500	Option 4: 150,000 RSF		
\$1.94	\$388,500	Option 5: 200,000 RSF	\$966,000	Option 5: 200,000 RSF		
		Note: Move costs are included above.		Note: Parking costs are not included unless noted.		
Tenant Improvements		Allowance For Tenant Improvement Costs				
Cost Per Sq. Ft.	\$10	Allowance per Square Foot				
\$10.00	\$50,000	Option 1: 5,000 RSF				
\$10.00	\$500,000	Option 2: 50,000 RSF				
\$10.00	\$1,000,000	Option 3: 100,000 RSF				
\$10.00	\$1,500,000	Option 4: 150,000 RSF				
\$10.00	\$2,000,000	Option 5: 200,000 RSF				
Note: Tenant improvement costs are not included unless noted.						

OFFICE SPACE REQUEST FOR PROPOSAL REPORT

Senate File 2389, Section 48

January 14, 2011

EXHIBIT B—Assumptions for Scenarios

Scenario 4 Assumptions						
<i>For Scenario 4:</i>	Net Square Feet vs. Rentable Square Feet		Parking Requirements		<i>For Scenario 4:</i>	
	1.17	<i>Rentable to Net Factor</i>	3.5	<i>Parking Spaces Per 1000 Rentable Sq. Ft.</i>	3.5	<i>Parking Spaces Per 1000 Rentable Sq. Ft.</i>
<i>Costs for moving and for tenant improvements have been included as follows where move costs or tenant improvements are not included in the proposal:</i>	4,274 NSF	Option 1: 5,000 RSF	18	Option 1: 5,000 RSF	<i>Costs for parking have been included as follows where parking is not included in the proposal:</i>	
	42,735 NSF	Option 2: 50,000 RSF	175	Option 2: 50,000 RSF		
	85,470 NSF	Option 3: 100,000 RSF	350	Option 3: 100,000 RSF		
	128,205 NSF	Option 4: 150,000 RSF	525	Option 4: 150,000 RSF		
	170,940 NSF	Option 5: 200,000 RSF	700	Option 5: 200,000 RSF		
	Estimated Number of Employees		Estimated Parking Costs Per Year (Surface Parking)		Parking	
	220	<i>Net Square Feet per Employee</i>	\$50	<i>Surface Parking Per Month</i>	Cost Per Sq. Ft.	Cost Per Year
	19 Employees	Option 1: 5,000 RSF	\$10,500 per Year	Option 1: 5,000 RSF	\$2.10	\$10,500
	194 Employees	Option 2: 50,000 RSF	\$105,000 per Year	Option 2: 50,000 RSF	\$2.10	\$105,000
	389 Employees	Option 3: 100,000 RSF	\$210,000 per Year	Option 3: 100,000 RSF	\$2.10	\$210,000
583 Employees	Option 4: 150,000 RSF	\$315,000 per Year	Option 4: 150,000 RSF	\$2.10	\$315,000	
777 Employees	Option 5: 200,000 RSF	\$420,000 per Year	Option 5: 200,000 RSF	\$2.10	\$420,000	
Move Costs		Allowance For Move Costs		Estimated Parking Costs Per Year (Covered Parking)		
<i>Cost Per Sq. Ft.</i>	\$500	<i>Move Cost Per Employee</i>	\$115	<i>Covered Parking Per Month</i>		
\$1.94	\$9,700	Option 1: 5,000 RSF	\$24,150	Option 1: 5,000 RSF		
\$1.94	\$97,100	Option 2: 50,000 RSF	\$241,500	Option 2: 50,000 RSF		
\$1.94	\$194,300	Option 3: 100,000 RSF	\$483,000	Option 3: 100,000 RSF		
\$1.94	\$291,400	Option 4: 150,000 RSF	\$724,500	Option 4: 150,000 RSF		
\$1.94	\$388,500	Option 5: 200,000 RSF	\$966,000	Option 5: 200,000 RSF		
Note: Move costs are included above.			Note: Parking costs are not included unless noted.			
Tenant Improvements		Allowance For Tenant Improvement Costs				
<i>Cost Per Sq. Ft.</i>	\$10	<i>Allowance per Square Foot</i>				
\$10.00	\$50,000	Option 1: 5,000 RSF				
\$10.00	\$500,000	Option 2: 50,000 RSF				
\$10.00	\$1,000,000	Option 3: 100,000 RSF				
\$10.00	\$1,500,000	Option 4: 150,000 RSF				
\$10.00	\$2,000,000	Option 5: 200,000 RSF				
Note: Tenant improvement costs are not included unless noted.						

OFFICE SPACE REQUEST FOR PROPOSAL REPORT**EXHIBIT C—Notice of Intent to Award**

Senate File 2389, Section 48

January 14, 2011

From: Paulsen, Kenneth [DAS]**Sent:** Monday, December 06, 2010 3:38 PM**To:** 'hhoughton25@gmail.com'; 'jrtextor@hubbellrealty.com'; 'Jeff Saddoris'; 'jlozano@iowarealtycommercial.com'; 'kcrowley@iowarealtycommercial.com'; 'korey.birkenholtz@cbre.com'; 'heath.bullock@cbre.com'; 'jhunter@hotelfortdesmoines.com'; 'smyths@wellmark.com'; 'rromig@ruan.com'**Subject:** Notice of Intent to Award - RFP0010005028 - Leased Office Space in Downtown Des Moines for State Executive Branch Agencies**Importance:** High**TO: All Vendors:**

The Iowa Department of Administrative Services – Procurement Services, along with the project evaluation committee give notice of their intent to award of subject Request for Proposal No. RFP0010005028 to **Knapp Properties, Inc. of West Des Moines, Iowa** as the vendor receiving the highest number of evaluation points for leased space at 611 5 th Avenue. The evaluation committee visited all of the proposed properties that met the location and key requirements criteria and the top four proposed properties were shortlisted for final scoring as denoted below:

Firm & Property Location	Total Points
Wellmark, Inc. 222 5 th Avenue	37.1
Knapp Properties, Inc. 611 5 th Avenue	75.8
Knapp Properties, Inc. 420 Watson Powell Jr. Parkway	70.4
Ruan Center Corporation 2 Ruan Center – 601 Locust Street	45.4

This Notice of Intent to Award is subject to execution of written contract and, as a result, this notice does NOT constitute the formation of a contract between the State and the successful bidder. If the apparent successful bidder fails to negotiate and deliver an executed contract, the State, at their sole discretion, may cancel the notice of intent to award and award the contract to the next ranked bidder or withdraw the RFP. The State further reserves the right to cancel the award at any time prior to the execution of written contract.

This intent to award starts the Department of Administrative Service's five (5) day appeal process period.

We appreciate your interest in the requirements of the State of Iowa.

Kenneth Paulsen, CPPB
 RFP Issuing Officer
 Iowa Department of Administrative Services
 Procurement Services
 Hoover State office Building, Level A
 1305 East walnut Street
 Des Moines, IA 50319
 Phone: 515.281.6366
 E-mail; Kenneth.Paulsen@iowa.gov