



BUREAU OF ADMINISTRATION
320 North Nicollet Avenue
PIERRE, SD 57501-5070
PHONE 605.773.3688
FAX 605.773.3887
<https://boa.sd.gov/>

REQUEST FOR MULTI-AGENCY LEASED OFFICE SPACE

PROPOSALS ARE DUE NO LATER THAN 12/8/2022 (3:00PM CT)

RFP# 22RFP8126

State POC: Kevin Fridley

EMAIL: Kevin.Fridley@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The South Dakota Bureau of Administration (“BOA”), on behalf of the State of South Dakota (the “State”), is soliciting proposals for leased office space from firms interested in providing new or renovated office space as described in this Request for Proposal for Multi-Agency Leased Office Space (“RFP”), the preliminary plans, and the building specifications. The project scope will involve the full design, construction (new construction or remodeling existing space are both acceptable), and lease agreement for one building in one location in the City of Pierre, South Dakota. The project will need to be completed by September 1, 2024, or sooner.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

BOA is the issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is RFP # 22RFP8126. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

| | |
|---|-------------------------------|
| RFP Publication | 11/08/2022 |
| Deadline for Submission of Inquiries | 11/17/2022 (5:00PM CT) |
| Responses to Offeror Questions | 11/23/2022 |
| Proposal Submission | 12/08/2022 (3:00PM CT) |
| Anticipated Award Decision/Contract Negotiation | 12/29/2022 |

1.4 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

Copies of proposals must be submitted by 3:00 PM CT on December 8, 2022. Please send an electronic copy per Section 5.0 to the following:

Kevin Fridley
Bureau of Administration
500 E Capitol Avenue
Pierre, SD 57501-3182
Phone: 605-773-4265
E-mail: Kevin.Fridley@state.sd.us

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm, or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by the federal government or any state or local governmental department or

agency. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.7 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established proposal submission date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.9 OFFEROR INQUIRIES

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Inquiries must be emailed to Kevin Fridley at Kevin.Fridley@state.sd.us with the subject line "RFP# 22RFP8126".

BOA will respond to offerors' inquiries (if required) via e-mail. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.10 PROPRIETARY INFORMATION

The proposal(s) of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.11 LENGTH OF AGREEMENT AND RENEWAL OPTION

BOA has attached as Exhibit A an example lease, with the expectation of an initial lease term of twenty (20) years. Offerors may negotiate and present additional options regarding lease term and renewal options.

1.12 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota, Hughes County. The laws of South Dakota shall govern this transaction.

1.13 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offerors. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offerors' expense.

This process is a Request for Proposal/Competitive Negotiation process. Each proposal will be evaluated, and each offeror shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of one or more contracts, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

2.1 STANDARD LEASE AGREEMENT

Any contract or agreement resulting from this RFP will include the State's standard lease agreement as attached hereto as Exhibit A, along with any additional terms and conditions as negotiated by the parties.

Any lease(s) will be signed up completion of the building design as agreed to by all parties and shall be effective upon completion of construction and full occupation. Any leases shall be null and void if construction for the building and related improvements is not timely completed.

3.0 SCOPE OF WORK

3.1 BACKGROUND INFORMATION

BOA is authorized to provide for the lease of real property as shall be necessary for the operation of state government.

3.2 OVERVIEW

BOA seeks a proposal to design and construct or remodel a building in Pierre, South Dakota for lease by multiple state agencies, to be completed by September 1, 2024, or sooner to the State's satisfaction, and enter into lease agreements with state agencies to lease such building space for 20 years, with the option to renew with additional years (or other lease agreement as negotiated). The offeror will be responsible for design; submission to the state for review/approval; and construction of the facility as agreed upon by all parties. All design and construction expenses will be at the offeror's sole expense. The final design shall be in accordance with the building standards attached to this agreement as Exhibit B.

The firm shall comply with all applicable laws and regulations of the State of South Dakota and the federal government and all applicable local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act (ADA). The offeror shall be responsible for satisfying the requirements associated with compliance, at the offeror's expense.

BOA, the State, and state agencies will not be responsible for any expenses incurred by the firm in its performance of the project, other than payment of the lease rate pursuant to the terms contained within the lease agreement once such agreement becomes effective.

3.3 PROJECT DETAILS

The State requires new or renovated office space for lease by approximately six (6) state agencies, to provide customer-facing activities to serve the public, and to house administrative and professional activities. Based on current figures, the estimated monthly customer traffic to the location would be 1,500 visits. The office space will be located in one building meeting the following requirements.

- a. Location.** Pierre, South Dakota.
- b. Dimensions.** The office space shall consist of approximately 32,000 square feet located in one building which may be one level or multi-level, with parking sufficient to accommodate secured parking for approximately 100 staff and unsecured parking sufficient to accommodate the anticipated customer traffic of approximately 75 visits per day.
- c.** Offerors may submit one or more proposals.
- d. Accessibility.** The leased space must be accessible by public transportation. The immediate proximity to transportation will be a significant factor in the evaluation of all proposals.
- e. Completion Date.** All work shall be completed by September 1, 2024, or sooner to the State's satisfaction.
- f. Furnishings.** The State will provide all office furnishings, to include systems furniture, reception area furniture, breakroom areas, and conference rooms, etc.

3.4 LEASE AGREEMENT

Separate leases will be signed with each agency; total common areas in a building will be divided amongst agencies in that building. Leases are to be signed upon completion of building design as agreed to by all parties, and shall be effective upon completion of construction and move-in. The state's standard lease will be used, attached hereto as Exhibit A. Leases shall be null and void if construction is not completed. It is the intent of the BOA to enter into a 20-year lease with the option to renew with additional years. However, the offeror may present additional options.

3.5 PRELIMINARY PLANS AND BUILDING STANDARDS

Attached hereto are building standards (Exhibit B) to be used for information purposes only. The building standards are solely for the purpose of showing unique office requirements, etc. The building standards shall not be used for construction but shall give offerors a starting point for their own design based on their location capabilities.

Offerors must submit their own plans and specifications. The State/agency has the right to negotiate submitted plans and specifications based upon the requirements and needs of each agency. The offeror shall submit design plans to the State/agencies throughout design, at 35%, 65%, and 95% completion for the State/agencies review and comment to ensure plans meet requirements and needs to each agency.

3.6 DESIGN RENDERINGS

Proposals shall include design renderings to show building exterior as well as interior aesthetics.

3.7 SMOKING

It is state policy that smoking is not allowed on state property or within state buildings. Proposals shall detail designated exterior smoking area.

3.8 EMERGENCY BACK-UP POWER

Proposals shall detail plans for emergency back-up power which will ensure continuity of operations for the building occupants.

3.9 SECURITY

Building shall be designed with a secure entrance and whole building security to ensure safety of employees, property, and the public.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

4.1 NUMBER OF PROPOSAL SUBMISSIONS

Offerors may submit more than one proposal in response to this RFP. Each proposal shall be submitted individually.

4.2 PROPOSAL INFORMATION

Offerors are cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State is under no obligation to solicit such information if it is not included with the proposal. The offeror's' failure to submit such information may cause an adverse impact on the evaluation of the proposal.

4.3 OFFEROR'S CONTACTS

Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the State Point of Contact listed of record indicated on the first page of this RFP. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Any inappropriate contact is grounds for suspension and/or exclusion from consideration of the award.

4.4 OFFEROR'S FINANCIAL STATEMENT

The offerors may be required to submit a copy of their most recent audited financial statements upon the State's request.

4.5 OFFEROR'S PAST PERFORMANCE

Provide the following information related to at least three previous and/or current projects, performed by the offeror's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.

- a. Name, address, and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
- b. Dates of the project; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

5.0 PROPOSAL RESPONSE FORMAT

5.1 PROPOSAL FORMAT

The offeror should provide one (1) copy of each proposal, including all attachments, in Microsoft Word or PDF via email, as required in Section 1.4. Offerors may submit multiple proposals.

Proposals should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

5.2 PROPOSAL HEADINGS

All proposals must be organized and tabbed with labels for the following headings:

- a. **RFP Form.** The State's RFP form completed and signed.
- b. **Executive Summary.** A one- or two-page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It

must indicate any requirements that cannot be met. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

- c. **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 1. A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
 - 2. A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
 - 3. A clear description of any options or alternatives proposed.
- d. **Cost Proposal.** Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered. Cost proposals shall be submitted as a leased rate per square foot, based on a 20-year lease with the option to renew for additional years and any alternate options proposed by the offeror.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 EVALUATION CRITERIA

After determining that a proposal satisfies the mandatory requirements stated in the RFP, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

- a. Summary of proposed schedule including projections for the following project completion stages: 35% Design, 65% Design, 95% Design, Construction Milestones, and Project Completion (30 pts);
- b. Proposed site location (20 pts);
- c. Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements (15 pts);
- d. Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration (10 pts);
- e. Resources available to perform the work, including any specialized services, within the specified time limits for the project (5 pts);
- f. Availability to the project locale (defined as Pierre, South Dakota) (5 pts);
- g. Familiarity with the project locale (defined as Pierre, South Dakota) (5 pts);
- h. Proposed project management techniques (5 pts); and

- i. Ability and proven history in handling special project constraints (5 pts).

6.2 OFFEROR'S EXPERIENCE

Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

6.3 OFFEROR'S PERSONNEL QUALIFICATIONS

The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education, licensure, and training, of proposed contractors, subcontractors, designers, and other personnel.

6.4 REJECTION OF PROPOSALS

BOA reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.

6.5 AWARD

The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms.

6.6 LEASE AGREEMENT

The lease space agreement will be negotiated with the selected firm, based on a 20-year lease with the option to renew with additional years; or the offeror's alternate options.

- a. If the agency and the highest ranked offeror are unable for any reason to negotiate an agreement that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
- b. The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 COMPLIANCE ITEMS

7.1 Compliance Items: (To the right of each item, enter YES if you will comply or NO if you will not)

- a. The leased office space will have emergency backup power;
- b. The leased office space will be accessible by public transportation;
- c. Agrees to all Terms and Conditions with the Lease Agreement;

- d. Will follow Bureau of Information and Telecommunications (“BIT”) wiring specification, available at https://bit.sd.gov/docs/SDBIT_WiringStandards_2022.pdf;
- e. Will follow BIT Door Security Requirements, available at <https://bit.sd.gov/standards/buildingsecurity.aspx>; and
- f. Will follow and comply with all applicable local, state, and national codes and regulations.

*** Failure to comply with all compliance items may be grounds for proposal rejection.

EXHIBIT A

STANDARD LEASE AGREEMENT



**STATE OF SOUTH DAKOTA
LEASE AGREEMENT
LEASE#: DRAFT Multi Agency Office Pierre**



THIS LEASE is made and entered on _____, 2023, by and between the State of South Dakota, Office of Executive Management, Bureau of Administration on behalf of the **Department**, hereafter referred to as "Tenant", and **XYZ Company**, hereafter referred to as "Landlord".

This Lease is in accordance with and incorporates the Request for Multi-Agency Leased Office Space Solicitation, RFP #22RFP8126 and Landlord's response to that RFP.

IN CONSIDERATION of the mutual covenants contained in this Lease and the terms and conditions hereinafter set forth, the parties agree as follows:

**SECTION 1
LEASED PREMISES**

1.1) Description of Premises. Landlord leases to Tenant and Tenant leases from Landlord certain real property, hereinafter referred to as "the Premises", which includes the building and other related improvements located at:

| | | | |
|----------|---------------------------|------------------|-------------------|
| Address: | Building's Address | | |
| City: | Pierre | State: SD | Zip: 57101 |
| County: | Hughes | | |

The Premises consist of an area of approximately _____ square feet within the building.

Landlord agrees to construct/remodel the Premises in accordance with the plans and specifications as mutually agreed by the parties in writing. All work shall be completed on schedule as mutually agreed by the parties. In completing the work, the Landlord shall comply with all applicable laws and regulations of the State of South Dakota, the Federal Government, and all municipal ordinances. Landlord agrees to construct/remodel the building at Landlord's sole expense. If the construction/remodel is not completed by September 1, 2024 (or other date as agreed to by the State), the Lease is null and void.

1.2) Quiet Enjoyment. Landlord covenants and agrees, so long as Tenant is not in default under the terms of this Lease, to provide quiet and peaceful possession of the Premises and that Tenant may enjoy all of the rights granted without interference.

SECTION 2
TERM

2.1) **Term.** The term of this Lease will be for a period of **as negotiated** commencing on **September 1, 2024**, and ending **as negotiated**.

SECTION 3
RENT

3.1) **Rent.** Tenant agrees to pay to Landlord, at Landlord's address as set forth in Section 11 herein, equal monthly installments of **\$TBD** during the term of this Lease, which is computed at a rate of **\$TBD** per square foot per year. Rental payments will commence on September 1, 2024, and are due the first day of each month thereafter through the conclusion of the lease term.

3.2) **Grace Period.** Landlord agrees that Tenant will have a fifteen-day grace period after each rent payment is due during which no penalty or interest will be accrued. Landlord agrees that Tenant will not be considered in default if payment of rent is made within the fifteen-day grace period.

SECTION 4
TAXES, ASSESSMENTS, AND UTILITIES

4.1) **Taxes and Assessments.** Landlord agrees to pay, when due, all taxes of any kind, general or special, foreseen or unforeseen, of any nature whatsoever, and installments of special assessments thereof which may be taxed or imposed on the Premises, including the improvements.

4.2) **Utilities and Services.** Utility and other service expenses are to be paid to vendor by either Landlord or Tenant as indicated below if applicable and if a service does not exist then an N/A will suffice:

| | | | |
|-------------|-----------------|--------------|-----------------|
| Electricity | Landlord | Landscaping | Landlord |
| Gas | Landlord | Lawn Mowing | Landlord |
| Water | Landlord | Janitorial | Landlord |
| Sewer | Landlord | Snow Removal | Landlord |
| Telephone | Landlord | Garbage | Landlord |
| Cable | Landlord | Internet | Landlord |

Other: **Landlord agrees to hire a professional company to perform rodent and pest control on a regular basis.**

4.3) **Failure to Pay or Provide Services.** In the event that Landlord fails to pay utility or service expenses when due, Tenant may elect to pay the vendor to avoid interruption in services. In the event that Landlord fails to provide for services within a reasonable time, Tenant

may elect to complete such services. Any amounts paid by Tenant pursuant to this section shall be set off against any rent owed to Landlord. The foregoing remedy shall be in addition to remedies afforded to Tenant under applicable law. As used herein, "reasonable time" shall mean within a reasonable time after Landlord is informed or has reason to know of the need for completion of the services but shall not exceed twenty-four (24) hours, absent exigent circumstances.

SECTION 5 **MAINTENANCE, REPAIRS, AND ALTERATIONS**

5.1) Premises. Landlord shall maintain the Premises and keep them in good repair at Landlord's expense. All repairs or replacements shall be made in a manner to minimize the inconvenience to Tenant, visitors and guests and in a manner which maintains the security of the Premises.

5.2) Exterior. Landlord further agrees to maintain and repair the exterior of the Premises, including but not limited to adjacent sidewalks, parking lots, access drives, parking lot striping, building exterior, windows and roof. Landlord shall maintain the exterior of the Premises so that the building shall be properly secure at all times. All maintenance and repair to heating units, air conditioning units, plumbing, gas and electrical systems, sewer systems, and structural repairs, regardless of their location, shall be the obligation of Landlord.

5.3) Interior. Landlord further agrees to maintain and repair the interior of the Premises, including but not limited to the ceilings, ceiling tiles, carpets, floor tile, wall coverings, light fixtures and bulbs, light ballasts, electrical system and fixtures, plumbing, heating, ventilation, air conditioning, mechanical equipment, elevator, and fire extinguishers.

5.4) Failure to Maintain. In the event Landlord fails to maintain or repair the Premises within a reasonable time, Tenant may elect to complete the maintenance or repair. Any amounts paid by Tenant for maintenance or repair shall be set off against any rent owed to Landlord. The foregoing remedy shall be in addition to remedies afforded to Tenant under applicable law. As used herein, "reasonable time" shall mean within a reasonable time after Landlord is informed or has reason to know of the need for completion of the services but shall not exceed twenty-four (24) hours, absent exigent circumstances.

5.5) Alteration. Subject to the prior written consent of Landlord, Tenant shall have the right to make such additions, alterations, changes, or improvements to the Premises as Tenant shall deem necessary or desirable.

5.6) Signs and Security Measures. Landlord grants to Tenant the right to construct, place, and maintain reasonable signs designating the nature of the business being conducted in the Premises including, but not limited to, lettering placed on the glass. Landlord also grants Tenant the right to install, place, construct, and maintain any security measures to include security cameras, card readers, electronic door locking systems, wiring, and other measures Tenant deems necessary and any requisite conduit or wiring required for its operation. Upon conclusion of the term of this Lease, Tenant may in its discretion opt to leave or remove all such signs and security measures. Tenant will restore any damages resulting to the Premises if items are removed.

5.7) Surrender of Premises. Tenant shall, upon the expiration or earlier termination of this Lease or any extension thereof, return possession of the Premises to Landlord in good order, condition, and repair, reasonable wear and tear excepted. Tenant shall leave the Premises and appurtenances thereto free and clear of rubbish and broom clean.

5.8) Destruction of Premises. In the event of a partial destruction of the Premises during the term of this Lease, Landlord shall promptly repair the Premises, provided that appropriate repairs can be completed within forty-five (45) days of the destruction, pursuant to the laws and regulations of applicable governmental entities and authorities that may apply. Any partial destruction of the Premises shall entitle Tenant to a proportionate reduction of rent until the repairs are completed, any proportionate reduction being based upon the extent to which the destruction of the Premises and/or the making of the repairs shall interfere with the business carried on by Tenant on the Premises. Upon receipt of documentation that the repairs cannot be completed in the specified time set forth above, Tenant may immediately terminate this Lease.

A total destruction of the building situated on the Premises shall terminate this Lease, and Tenant shall be obligated to pay rent only to the time of destruction of the building. As used herein, total destruction means that the Premises are destroyed or so damaged as to render the Premises untenable.

SECTION 6 LANDLORD'S ACCESS TO PREMISES

6.1) Landlord shall have the right, with prior approval of Tenant, to enter the Premises at all reasonable times to inspect them, to make repairs, to maintain the building, and to perform any other work therein which may be necessary.

SECTION 7 REGULATIONS

7.1) Landlord shall comply with all applicable federal, state, and local laws, regulations, and codes, including but not limited to fire and life safety regulations, equal accessibility for the handicapped and disabled specifically conforming to, but not limited to, the Americans with Disabilities Act (ADA), and local and planning ordinances for the City of Pierre. Landlord or its

agent(s) shall be responsible for satisfying the requirements associated with compliance. Any maintenance, repairs or improvements necessary for the Premises to meet any applicable regulation, law, or code will be performed at Landlord's expense.

SECTION 8 INSURANCE

8.1) During the term of this Lease and any extension thereof, Landlord shall maintain in effect at all times all hazard, standard extended coverage, and fire insurance on the Premises and shall provide proof of such coverage to Tenant. From and after the date of delivery of the Premises to Tenant, Landlord shall be solely responsible for and shall provide for comprehensive general liability insurance against claims for bodily injury or death and property damage liability insurance on the property in an amount not less than one million dollars (\$1,000,000) per occurrence.

SECTION 9 INDEMNIFICATION

9.1) Landlord agrees to indemnify and hold harmless the State, its officers, agents and employees, against and from any and all claims by or on behalf of any person arising from any condition of any street, curb, or sidewalk adjoining the Premises, or arising from any breach or default on the part of Landlord, or arising from any act or omission of Landlord or any other occupant of the Premises, or any part thereof, or of its or their agents, contractors, servants, employees, or licensees, or arising from any accident, injury, or damage whatsoever caused to any person or property occurring during the term of this Lease in or about the Premises, upon or under the sidewalks and the land adjacent thereto, or arising from this Lease, and from and against all judgments, costs, expenses, and liabilities incurred in or about any such claim or action.

This section does not require Landlord to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, or employees.

SECTION 10 EVENTS OF DEFAULT; REMEDIES

10.1) Events of Default. Landlord shall be in default if Landlord fails to perform any of the agreements, terms, covenants, or conditions hereof on Landlord's part to be performed, and failure continues for a period of thirty (30) days after written notice by Tenant or if default is of such a nature that it cannot be reasonably cured within the thirty-day period or Landlord has not in good faith commenced performance within the thirty-day period to diligently proceed curing such default.

10.2) Remedies on Default. Upon the expiration of the cure period with respect to any event of default as set forth in Section 10.1 above, Tenant shall have the right to terminate this Lease.

SECTION 11
NOTICE

11.1) All notices or demands under this Lease shall be deemed to have been given when mailed by United States mail, First Class, postage prepaid, to the addresses set out below, or, if personally delivered, when received by such party. Notice of default or termination shall be sent by registered or certified mail or personally delivered.

To Tenant:

State of South Dakota
Pierre, SD 57501

To Landlord:

Address

To Office of Space Management:

Office of Space Management
South Dakota Bureau of Administration
c/o 500 E. Capitol Avenue
Pierre, SD 57501

SECTION 12
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION

12.1) Landlord agrees that neither Landlord, nor any of Landlord's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any Federal department or agency. Landlord will provide immediate written notice to the Department of Human Services, Division of Administration (600 East Capitol Avenue, Pierre, SD 57501 (605) 773-3361), if Landlord, or any of Landlord's principals, becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions involving Federal funding. Landlord further agrees that if this contract involves federal funds or federally mandated compliance, then Landlord is in compliance with all applicable regulations pursuant to Executive Orders 12549 and 12689, 2 CFR part 180, including Debarment and Suspension and Participants' Responsibilities. 2 CFR 200.213. The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in Appendix XII—Award Term and Condition for Recipient Integrity and Performance Matters are required to report certain civil, criminal, or

administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies described in 200.338, remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313). 2 CFR 200.113. Also see Guidance located at Federal Register, Office of Management and Budget, 2 CFR Chapter 1, Chapter II, Part 200 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.

**SECTION 13
WAIVER**

13.1) Failure of any party to insist upon the strict performance of any or all of the terms or conditions of this Lease shall not constitute, nor be construed as, a waiver of that party's right to enforce any such terms or conditions, but the same shall continue in full force and effect.

**SECTION 14
FUNDING OUT**

14.1) Landlord agrees that the continued rental of the Premises for the term specified by Tenant is dependent upon receipt of both funds and expenditure authority from the Legislature. In the event that the Legislature does not provide funds or expenditure authority, then and in such event, this Lease is null and void and this Lease shall expire at the end of the fiscal year in which the last funding shall be made available for Tenant. Landlord agrees that a termination because of lack of funds or expenditure authority will not result in a claim against Tenant, the State of South Dakota, or any officer or employee of the State, and waives any claim against the same.

**SECTION 15
CANCELLATION**

15.1) Tenant may cancel this Lease upon **ninety (90)** days notice in writing. The notice required shall not release either Landlord or Tenant from full performance of all terms and conditions of this Lease during the continuing occupancy of Tenant after the notice of termination but before Tenant vacates the Premises.

**SECTION 16
GENERAL PROVISIONS**

16.1) Successors and Assigns. This Lease shall bind and inure to the benefit of the parties hereto and their successors and assigns.

16.2) Construction. The language in all parts of this Lease shall be in all cases construed according to its plain meaning and not strictly for or against Landlord or Tenant.

16.3) Severability. If any term, covenant, condition, or provision of this Lease is held by a Court of competent jurisdiction to be invalid, void or unreasonable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

16.4) Law Governing. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Lease shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16.5) Entire Agreement. This Lease, together with any written modifications, addendums, assignments, or amendments, hereinafter entered into, shall constitute the entire agreement between the parties and shall supersede any prior agreements or understandings, if any, whether written or oral, which the parties may have had relating to the subject matter.

16.6) Prior Lease. This Lease shall render null and void any previous lease or agreements between Tenant and Landlord for the Premises.

16.7) Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16.8) Modifications. Any modification of this Lease, or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing and signed by each of the parties. The parties warrant that they have the full right and authority to enter into this Lease and hereto have executed this Lease as of the day and year first above written.

| | |
|--|---|
| STATE OF SOUTH DAKOTA Department of Signature _____ Secretary Department of Date _____ | Landlord XYZ Signature _____ XYZ Owner Date _____ |
| | |
| APPROVED Signature _____ Scott W. Bollinger, Commissioner Bureau of Administration Date _____ | |

EXHIBIT B

BUILDING STANDARDS

STATE OF SOUTH DAKOTA
BUREAU OF ADMINISTRATION

Pierre, South Dakota
General Building Standards
November 2022

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**STATE OF SOUTH DAKOTA
BUREAU OF ADMINISTRATION
PIERRE, SOUTH DAKOTA**

**GENERAL SPECIFICATIONS FOR NEW CONSTRUCTION OR
RENOVATION OF EXISTING BUILDING CONSTRUCTION FOR A
PROPOSED, COMPREHENSIVE AGENCY COMBINED SPACE FOR
THE STATE OF SOUTH DAKOTA IN PIERRE.**

PROJECT BACKGROUND

This document contains the general standards associated for the building construction and interior build out of the proposed new facility or facilities. Note this document is a standard used by the State of South Dakota for typical State Agency field office locations. These requirements have been formalized and are listed within. Specific site and architectural parameters, zoning and code requirements along with agency requirements shall serve as the minimum standards for this building construction.

Note: This document is for reference only and is based on new construction for previous field offices across South Dakota which have ranged from 4000 sq. ft. to 14000 sq. ft.

References to Owner, Offeror or Developer mean the same for this RFP.

GENERAL REQUIREMENTS

1. The owner shall comply with all applicable local and national codes, fire and life safety regulations, and equal accessibility for the handicapped and disabled specifically conforming to but not limited only to the Americans with Disabilities Act (ADA) of 1990 and as amended in 2010 and local zoning and planning ordinances for the applicable local governments. The owner or its agent shall be responsible for satisfying the requirements associated in the construction and build out for the facility and site development. The owner will be responsible for acquiring construction permits applicable, and inclusive of all related subsequent inspections leading to occupancy by the State.
2. The owner shall incorporate the State's entire program and space requirements as listed within, meet as a minimum the performance standards identified within these specifications regarding the design of the facility and development of the site.
3. The owner is fully responsible for all site development and construction of the facility. The sequencing of work, scheduling and coordination of the contractors and securing of bids is the responsibility of the owner/developer.
4. Owner shall be responsible for all architectural, engineering, and or professional services applicable.

SITE

1. Parking

- A. Provide parking for vehicles on site for employee and visitors. Secured Parking to be provided for State vehicles. All stalls to be defined with yellow stripes. Parking shall meet all ADA requirements and restrictions. ***Note More information detailed in the State RFP (3.3 Project Details, B-Dimensions).**
- B. Access through the parking areas and pedestrian areas shall be barrier free and comply with handicap access requirements. The developer shall provide required handicap stalls, stall markings and required signage.
- C. Parking areas shall be designed to provide proper drainage by use of curbs, gutters, drains and sloped surfaces. Parking areas shall not drain onto adjoining properties.
- D. Provide 5' wide concrete walks from all entrances to parking areas public sidewalks.
- E. The developer shall be responsible for the coordination of the location of utility lines and/or easements that cross through the site with the respective utilities.
- F. Parking lots will maintain one-foot candle illumination at 3' throughout. LED Fixtures shall be operated with a photocell or photo eye dusk to dawn for auto lighting.

2. Site Work

- A. If the site is adjacent to a flood plain, the elevation of the lowest floor shall be noted on the site plan along with the elevation and location of the 50-year and 100-year flood plain. The first floor shall be 2' above the 100-year flood plain.
- B. The building floor elevation shall be set to provide positive drainage away from the building.

3. Miscellaneous Items

- A.** Provide additional fences or screens as called for (dumpsters, etc.).
Exact specifications for location and type of fences shall be reviewed with tenant prior for approval and before proceeding with construction.

- B.** Exact specifications for location and type of signage shall be reviewed with tenant prior to proceeding. State will provide sign(s).
Responsibility of owner/builder to install as per State standard.

BUILDING CONSTRUCTION

- A. Exterior walls, load bearing or non-load bearing may be constructed from the following:
 - 1. Brick veneer on wood or metal studs.
 - 2. Brick with masonry backup.
 - 3. Split faced concrete masonry units.
- B. Interior face of exterior wall shall be finished with 5/8" drywall taped and finished.

1. Roof Systems

- A. Structural roof system may be constructed from the following:
 - 4. Pre-fabrication wood truss system
 - 5. Steel truss system
 - 6. Wood framing
- B. Provide warranty information with proposed roof system to state for review.
- C. Roof system/ ceiling cavity shall be insulated to provide an R-40.

2. Interior Partition Systems

- A. Interior partitions shall be constructed from a minimum stud sized of a 2x4 nominal sized wood stud or a 3 5/8", 26-gauge metal stud at maximum stud spacing of 16" on center. **All interior walls will be insulated and/ or soundproofed with foam or insulation.**
- B. Interior partitions shall have 5/8" gypsum board fastened to the stud system described in item 5-A above. Contractor shall utilize fire rated gypsum board where required (e.g. Corridors, mechanical rooms and walls adjacent to areas susceptible to moisture (e.g. janitor sink).
- C. Knee walls shall have 5/8" gypsum board fastened to stud system as described in item 5-A above. Provide 1/2" plywood backing under gypsum board at all walls in all public restrooms and BIT Computer Rooms.

- D. Provide wood blocking within all walls that show furniture cabinets, shelving or countertops as needed. Specifically, DOH Exam Offices.

3. Millwork

- A. Provide Merrillat Avia Series or equal base and upper cabinets in all Breakrooms, and Exam Rooms to include sink. Provide base cabinet in Conference Rooms where required by agencies area. Provide plastic laminate countertop w/ min. 4” backsplash. Tenant to approve non-specified laminate colors.
- B. Janitors Rooms - Provide Merrillat Avia Series or equal base cabinet. Provide plastic laminate countertop with 18” backsplash on back wall and adjacent walls of cabinet.
- C. Specified Storage Rooms 24” deep built-in commercial rated shelving.
- D. Specified Laminate for base and upper cabinets is Wilson Art Skyline Walnut #7964. Specified Countertop laminate is Wilson Art Portico #8210. Or Equal manufacture to colorway.

4. Door, Door Frames and Hardware

- A. Interior Office Doors- All interior doors shall be commercial grade stain grade plain sliced oak veneer with hardwood edges set into a welded hollow metal frame. Door construction shall be solid core and measure 3’0” wide by 7’0” tall. Office doors shall be equipped with an office function lockset. Conference rooms, closets and restrooms shall be equipped with a latch set. Restrooms shall be equipped with a storeroom function lockset and overhead closer. Specified Doors shall be equipped with a closer. All locksets and latch sets shall be lever style to comply with ADA requirements. All office doors shall have a coat hook mounted to the interior side of the door. Provide silencers and door stop knob wall bumps.
- B. All Exterior Doors #and Entrance exterior doors (inner and outer vestibule at front entry) shall be commercial grade storefront doors. Doors shall be equipped with a dead bolt with interior lever release mounted at 38” AFF and an overhead closer.
- C. Specified exterior and interior doors will require electronic card readers throughout the building. Approximate required is 40.
- D. Glass Doors will be specified in areas where required.

5. Windows and Glazing

- A.** All exterior windows shall be anodized extruded aluminum as manufactured by Kawneer or equal. All laminated glazing shall be fixed and shall be insulated with the low “E” option.
- B.** Developer shall provide all window coverings, to be specified with tenant as to style and color. See window schedule for sizes (not formulated at this time).

6. Ceiling Systems

- A.** A suspended ceiling system shall be installed in all office areas, conference, workrooms and file rooms. Vestibule shall be finished in smooth drywall. Mechanical rooms are to have exposed drywall ceilings. Provide fire rated ceilings as required by code.
- B.** Ceiling Heights- All enclosed office areas, open office space, and common areas shall have a minimum 10’-0” ceiling height. All restrooms minimum of 9’-0”.
- C.** Suspended system- Provide a “DX” type grid in 2’ x 2’ OR 2’ x 4’

7. Flooring

A. Ceramic, Quarry Tile

- 1. Vestibules: Quarry Tile 6” by 6”, Crossville ceramics or equal, slip resistant finish, color selected by tenant.
- 2. All Restrooms & All waiting room areas Ceramic Tile placed on floors and coved onto wall and toilet wall from corner to corner to 48” AFF, 4” by 4” American Olean or equal; color selected by tenant from price groups 1 and 2.
- 3. All areas receiving ceramic tile shall be finished in ceramic cove to match.

B. Vinyl

- 1. Laminate Vinyl Tile (LVT) specified is Shaw Contract #0648V Solitude 48760 Woodland – 1805031-N or equal.
- 2. Vinyl Base specified is Shaw Vinyl floor base shall be installed in all carpeted and vinyl areas including all hallways

as well as in the Mechanical Rooms Janitor's Rooms. Base shall be 4" base as manufactured by Shaw #148VS Collection Accessories Color Night 00066 or equal.

3. Vinyl shall be installed in all areas specified storage areas, lab space, lactation, BIT Rooms, breakrooms, all common corridors in center core areas and as specified with tenants. See Finish Schedule (not formulated at this time)

C. Carpeting

1. Carpet shall be installed in all areas unless otherwise noted.
2. Carpet shall be Shaw Contract: Style # 5T070, Color-Outlook #69557 or equal. 24"x 24" carpet tile. Multi-level pattern loop. Backing = Ecowarx tile, Fiber: Eco solution nylon. 100% solution dyed. Warranty- Lifetime commercial limited.
3. Double walk off mat shall be installed in front of vestibules. Carpet insert shall be 100% nylon fiber face with 1/4" finished pile height, 32 ounce, fusion bonded and locked into aluminum tread rails. Provide extruded aluminum perimeter frame. Mat and frame shall be recess mounted flush with quarry tile. Tenant to approve color.

D. Exposed Concrete

Mechanical Rooms Janitor's Rooms and Loading Dock area shall have exposed concrete as finished floor. Provide concrete sealer at all exposed concrete floors.

8. Wall Finishes

- A. All exposed wall surfaces shall receive texture on drywall and paint, unless otherwise noted by ceramic tile.
- B. Restrooms shall receive texture on drywall, and paint, above ceramic tile wainscot.
- C. All areas to be painted shall receive two coats of a premium grade latex semi gloss enamel equal to Sherwin William.
- D. State Standard - Sherwin Williams – Main Paint -Mindful Gray (SW7016) & accent paint Sherwin Williams Grizzle Gray (SW7068) or equal

E. Tenant(s) will have final approval on all finishes to the building spaces.

9. Restroom Accessories

A. Restroom accessories shall be Bobrick or equal. All accessories shall be mounted in accordance to ADA standards. Accessories are as follows or equal:

1. SOAP DISPENSERS: Model B-111, one per sink.
2. WASTE DISPOSAL/DISPENSER: Model B-3944, one per restroom.
3. HANDICAPPED GRAB BARS: Model B-6106 Series
4. TOILET PAPER HOLDERS: Model B-274, one pre stall
5. ROBE HOOKS: Model B-670, one pre stall
6. SANITARY NAPKIN DISPOSAL: Model B-270, one per stall in Women's Restrooms.
7. Provide folding baby care change tables in Restroom #115
8. Provide ¼" thick acrylic framed minimum 2'x3' mirrors in all Restrooms.

B. Provide ADA accessible sink cabinets.

10. Stall Partitions

A. Toilet partitions and urinal screens shall be the following:

1. TYPE FF, Full Flush by American Sanitary Partition Corporation or equal. Baked enamel color to be selected by tenant.
2. URINAL SCREENS: Type one- Wall hung, by American Sanitary Partition Corporation or equal.

11. Miscellaneous Items

A. Provide fire extinguishers in recessed cabinets as per code.

B. Provide one 3' x 5' one-way viewing mirror in area between Viewing Rooms and Visitation rooms. Provide black-out curtains or dark shades to be installed on Viewing room side.

ELECTRICAL

1. Exterior Requirements

- A. Provide 10 high pressure sodium Lithonia LED floodlights or equal with a Vandal guard on each light. Locate three spaced equally along both the front and rear, and two on each side mounted at the corners of the building. Provide photocell and contactor to operate the lights.

2. Lighting Requirements

- A. Developer shall provide a minimum level of light at the following levels:
 - 1. Open office areas, enclosed offices, conference room 75 fc at 30" AFF.
 - 2. Restrooms, and file rooms. 60fc at 30" AFF.
 - 3. Mechanical rooms, corridors and vestibules 35fc at 30" AFF.
- B. All rooms, except as noted below, shall have a minimum of (2) 2'x 4' recessed LED troffer by Lithonia or equal with flat steel frame and 0.125" acrylic lens.
- C. Provide exit and emergency lights with battery backup as required by code.
- D. Provide occupancy sensors in all rooms

3. Power Requirements

- A. The developer shall provide electrical receptacles per the following formula:
 - 1. **3 standard duplex receptacles in each room or office** on a minimum basis but to include one additional duplex receptacle per every 100 square feet in excess of 100 square foot standard room size.
 - 2. **1 standard data/phone receptacles in each office.** Receptacle shall be constructed of a 4" by 4" box with 3/4" conduit stubbed up into the ceiling plenum with pull string. **Cabling and finish work**

to be provided by the State. State will provide and install computer cable tray pathways above suspended ceiling throughout hallways. Building owner to coordinate data and telephone requirements with the tenant.

3. Provide single duplex receptacle outlets in waiting rooms as per code. Coordinate location for copier machine with tenant.
4. Provide 3 standard duplex outlets, 3 separate circuits, in BIT Rooms. See Electrical plans for all locations (not formulated at this time). Electrical contractor will be responsible for all local code applications.

MECHANICAL

A complete automatic temperature control system shall be provided, the landlord.

1. Zones and Controls

- A. Provide reversible, variable speed ceiling fan in Breakroom and conference Room. Tenant to approve selection.
- B. Exhaust systems shall be provided with auto sensors in connection with the lighting in specified areas. Exhaust systems shall also be in specified specific areas.
- C. D-Mark Room must have individual room temperature control capabilities.

Plumbing

- A. Heaters shall be size based on fixture count and 110 degrees F water temperature. Water heaters shall be State, A.O. Smith or Rheem. Provide a small under counter water heater in Break Rooms.
- B. Restrooms Fixtures shall be the following or equal to:
 - 1. Toilet: American Standard, AFWall elongated 1.5 gpf mounted toilets.
 - 2. Urinal: American Standard, Jetbrook.
 - 3. Lavatory: American Standard, Aqualyn self rimming. Total fixture count = 4.
- C. Provide slop sink (1 total) in all janitor's rooms.
- D. Provide one (1) Halsey Taylor BFC-8F or equal water coolers in all Waiting rooms.
- E. Provide specified minimums for drinking fountains and water bottle fillers in corridor for building. See ADA to comply with plan for locations.

2. **Automatic Sprinkler, Fire Protection System**

- A. Install, if required by Federal, State, or City Code (Building Official) or at the option of the Landlord.