**OVERVIEW**

The Department of Central Management Services (“Agency” or “State”) seeks to lease real property and requests Responses from responsible Respondents to meet its needs. This Request for Information (“RFI” or “Solicitation”) describes the type of property the State is seeking. The minimum criteria required for a successful Response are initially summarized; your Response mustmeet these criteria to be considered. Second, additional information regarding the general description of the configuration desired is included. All Responses should be able to meet the configuration described here, but Respondent must be prepared to provide the configuration that is determined during the procurement process and lease negotiation. If interested and able to meet these criteria, the State appreciates and welcomes a Response.

**Summary of Minimum Criteria:**

|  |  |
| --- | --- |
| Size of property to be leased: | Estimated \_enter square feet\_ square feet of rentable area |
| Proposed use of the property: | Warehouse/office/etc. |
| Duration of the lease: | Initial term of five (5) years with optional renewal term of five (5) years |
| Property location | The location of the Offered Property must be within the following boundaries of \_enter county name\_\_\_ County, in \_enter city name\_\_\_\_\_\_\_\_\_\_\_\_\_, Illinois |
|  | NORTH:  SOUTH:  EAST:  WEST: |
|  | A map detailing the permitted boundaries is attached as Exhibit A |
| General description of the configuration desired: | See Tenant Space Configuration in Exhibit B attached hereto. Unlike the previous criteria, this information is preliminary and may be refined during the procurement process. |

Please read the entire solicitation package and submit a Response in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with all applicable Exhibits and Attachments, which will constitute the Response. Do not submit the instructions pages with Responses. Respondents should keep the Instructions and a copy of Response for future reference.

**The Vendor Disclosure Form (formerly named Forms A) and the IPG Active Registered Vendor Disclosure form (formerly named Forms B) may be downloaded from links provided in this document. These sections are a material part of this solicitation, and the applicable form MUST be returned with the Response.**

**Please adhere to Form and Content of Response requirements or Responses may not be considered.**

A. SOLICITATION PROCESS 5

[A.1. GENERAL PROCESS OF SOLICITATION 5](#_Toc2932209)

[A.2. SUBMISSION OF OFFERS 6](#_Toc2932211)

[A.3. EVALUATION PROCESS 6](#_Toc2932214)

[A.4. NEGOTIATION](#_Toc2932215) 7

[A.5. SELECTION OF PREFERRED RESPONDENT](#_Toc2932216) 7

[A.6. PROCUREMENT REQUIREMENTS](#_Toc2932217) 7

A.7. NOTICE OF AWARD 7

A.8. PROTEST REVIEW OFFICE 7

[B. INSTRUCTIONS FOR SUBMITTING RESPONSES .](#_Toc2932218)8

B.1. DOCUMENTATION 8

B.2. HOW TO ENTER INFORMATION 8

B.3. PUBLISHED PROCUREMENT INFORMATION 8

[B.4. BIDBUY INSTRUCTIONS](#_Toc2932219) 8

B.5. INFORMATION CONTACT 10

B.6. RESPONDENT QUESTIONS AND AGENCY RESPONSE 10

[B.7. REQUIRED DOCUMENTS 11](#_Toc2932224)

[B.8. REQUIRED PROCUREMENT DOCUMENTATION 11](#_Toc2932224)

[C. TERMS OF RESPONSE 1](#_Toc2932232)3

C.1. GOVERNING LAW AND FORUM 13

C.2. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT 13

C.3. RESERVATIONS .14

C.4. AWARD 14

C.5. RESPONSIVENESS 14

C.6. EMPLOYMENT TAX CREDIT 14

[D. QUALIFICATIONS/SCOPE OF WORK 15](#_Toc2932233)

[D.1. INTRODUCTION 15](#_Toc2932234)

[D.2. MINIMUM CRITERIA 15](#_Toc2932235)

E. REAL ESTATE CONTRACT 19

[F. RESPONSE CHECKLIST](#_Toc2932241) 20

ATTACHMENTS

RESPONSE 1

EXCEPTIONS TO CONTRACT TERMS AND CONDITIONS 2

EXHIBITS

MAP OF PERMITTED BOUNDARY A

TENANT SPACE CONFIGURATION B

LEASE TEMPLATE C

1. SOLICITATION PROCESS
   1. GENERAL PROCESS OF SOLICITATION

The following is a *general* description of the solicitation process. The State may adjust this process, as needed, and makes no assurance or representation regarding the timing or schedule of the process.

|  |  |
| --- | --- |
|  | EVENT |
| 1. | RFI Published |
| 2. | Questions and Answers Posted |
| 3. | Responses Due and Opened |
| 4. | Responsiveness Determination |
| 5. | Negotiation with all Responsive and Responsible Respondents |
| 6. | Selection of Preferred Respondent |
| 7. | Additional Negotiation (if necessary) |
| 8. | Award |
| 9. | Procurement Policy Board Review and Approval |
| 10. | Lease Execution |

* 1. RESPONSE DUE DATE, TIME
     1. Manner of Response Submission: Only electronic submissions through BidBuy will be accepted. Information about the BidBuy system is located throughout this RFI, and specifically at B.4. Respondents must pay special attention to the instructions found on BidBuy as they augment the information in this RFI.
     2. Due Date and Time for Submission of Offers: Each solicitation contains the response due date and time as the “Bid Opening date” on the BidBuy posting. Respondent shall submit Offers in BidBuy, and the State shall open Offers electronically in BidBuy on the “Bid Opening Date”.
     3. Response Firm Time: The Response must remain firm for Enter number of days not exceeding 180 days from opening. If a counteroffer is required as part of the negotiation process, any counteroffer must remain firm for an additional Enter number of days days from the date of the counteroffer.
  2. EVALUATION PROCESS:

The State initially evaluates Responses based on three criteria: responsibility, responsiveness, and price. If the State finds a failure or deficiency, the State may reject the Response or reflect the failure or deficiency in the evaluation.

* + 1. Responsiveness: The State initially screens Responses for the threshold requirement of Responsiveness. A Response is Responsive if it conforms in all material respects to the items listed below and includes all required forms. Required information may include, without limitation:
       1. Evidence of Site Control: Respondent shall demonstrate its site control of the proposed location. Acceptable evidence of site control may include deed, title policy, trust agreement, binding purchase agreement (with deed or title policy provided by time of Selection of Preferred Respondent). A tax bill IS NOT a sufficient document.
       2. Evidence of Location of Property: Respondent shall demonstrate the property offered for lease is located within the permitted boundaries. See Section D.2.4 below for more detailed information.
       3. Procurement Documentation: Respondent must complete the applicable procurement document, either Vendor Disclosure (Formerly Forms A) or IPG Active Registered Vendor Disclosure (Formerly Forms B) depending on Respondent’s status and attach any required documentation. See Section B.8.1 below for more detailed information.
       4. Subcontractor Disclosure: If the Response includes any subcontractors, Respondent must provide the names and addresses of subcontractors in the Response. The State contemplates the subcontractors disclosed in the Response may be limited to property management, and construction subcontractors will likely be disclosed during the build-out process.
    2. Evaluation Criteria:The State evaluates the Responses that meet the Responsiveness threshold. The State will consider the information provided and the quality of that information when evaluating the Response. The State may request additional information from Respondent. This information may include, without limitation, the following:
       1. Site Location: State may physically inspect the offered property or elect to contract professional services to evaluate site suitability and make an independent recommendation or ranking of sites most suitable for the intended use.
       2. Financial Terms: The State will analyze the financial terms of each Response. The State may request updated terms based on additional information obtained during the evaluation process and may seek best & final offers when appropriate.
       3. Legal Review: If the Response takes any exceptions to the Real Estate Lease Contract (“Lease”), Respondent shall complete Attachment 2 – Contract Terms and Conditions Exceptions. The exceptions may be considered during the evaluation process.
       4. Responsibility: The State will not contract with a Respondent who is not a Responsible bidder. A Responsible bidder is one who is capable to fully perform the contract requirements and has the integrity and reliability to assure good faith performance. The State may consider the following in its analysis:
          1. A “prohibited Bidder and contractor” under the Illinois Procurement Code (30 ILCS 500/50-10.5) (“Procurement Code”).
          2. Delinquent Debt: If the Respondent (or any known sub-contractors) has an unsatisfied debt with the State, the Response may be found to be non-responsive.
          3. Other factors that the State may evaluate may include, without limitation: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references, compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the bidder’s probable ability to deliver the property within the time and price as specified in this solicitation.
    3. The State will make all decisions on compliance, evaluation, terms, and conditions, and shall make decisions in the best interests of the State and in accordance with the Procurement Code, rules and other applicable state and federal statutes and regulations. This competitive process may require that Respondent provide additional information and otherwise cooperate with the State. If a Respondent does not comply with requests for information and cooperate, the State may reject the Response as non-responsive to the Solicitation.
    4. Except as prohibited by law, the State may require that Respondent correct deficiencies as a condition of further evaluation.
  1. NEGOTIATION: State will negotiate with all responsive Respondents. Additional negotiations, counteroffers and best and final offers may be necessary at any stage of the evaluation process.
  2. SELECTION OF PREFERRED RESPONDENT: The State may select to engage in additional negotiations with the Respondent whose Response is Responsive and best meets the needs of the Solicitation. Respondents must be prepared for State to accept the Response as submitted, but negotiations may be deemed necessary or desirable, at the State’s sole option.
  3. PROCUREMENT REQUIREMENTS: If negotiations do not result in an acceptable agreement, the State may reject the Response and select another Respondent. The Lease is subject to a 30-day mandatory review period by the Illinois Procurement Policy Board before it may be executed by the State. The 30-day period may be waived at the sole discretion of the Illinois Procurement Policy Board.
  4. **NOTICE OF AWARD**: Notice of the Response selected for award, will be posted on BidBuy (as a Notice of Award) and written notice may also be issued. Receipt or posting of a Notice of Award is not equivalent to a contract with the State. Protested awards are subject to resolution of the protest.
  5. **PROTEST REVIEW OFFICE:**  Respondent may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 Ill. Admin. Code 1.5550, 4.5550, 6.420, & 8.150. For protests related to this RFI, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office’s information is as follows:

Chief Procurement Office Email: cpogs.pro@illinois.gov

Attn: Protest Review Office

1. INSTRUCTIONS FOR SUBMITTING RESPONSES
   1. **DOCUMENTATION:** Completethe Response form included as Attachment 1 attached hereto. The Response is comprised of the following documents:
      1. Response Summary\*
      2. Tenant Improvement Checklist\*
      3. Total Cost Matrix\*
      4. Tenant Improvement Cost Sample

\*Items with an asterisk are required documents; Respondent must complete and submit the Response Summary, Tenant Improvement Checklist, and Total Cost Matrix to be deemed Responsive.

* 1. **HOW TO ENTER INFORMATION**: Type information in the text fields provided. Text fields are indicated by the instruction “Click here to enter text.” in purple font. If the information requested does not apply to the Respondent’s situation, then enter “N/A” into the text field. Please enter the requested information or N/A into every red text field.
  2. **PUBLISHED PROCUREMENT INFORMATION:** The Chief Procurement Office for General Services publishes procurement information, including solicitations, awards, and amendments, to the BidBuy site at [*https://www.bidbuy.illinois.gov/bso/*](https://www.bidbuy.illinois.gov/bso/). Respondent is responsible for monitoring BidBuy for updated information. The State will not be held responsible if Respondent fails to receive the optional e-mail notices.
  3. BIDBUY INSTRUCTIONS:
     1. Respondents are required to submit their response to the State’s solicitation through BidBuy. Any information sent to the State outside of BidBuy, for example by US Mail, FedEx, UPS, e-mail, or hand delivery, will neither be accepted nor considered. Vendor submissions will only be considered if they are received through BidBuy and on or before the time and date indicated in the Bid Opening section within the solicitation. Any required attachments must be submitted via BidBuy.
     2. Documents shall be submitted in an electronic format that can be accessed and read using Microsoft Office or Adobe Reader. Corrupted files shall not be considered. It is the responsibility of the vendor to ensure that files are accessible and legible after uploading.
     3. The vendor is solely responsible for ensuring timely submission of their electronic solicitation response. Failure to allow adequate time prior to the solicitation end date to complete and submit a response to a solicitation, particularly in the event technical support assistance from the State is required, places the vendor and their bid, offer or response at risk of not being accepted.
     4. It is recommended that you access your BidBuy account prior to the solicitation due date and time to make sure that your company’s information is up-to-date, and your password is current. Files may be uploaded at any time prior to submission.
     5. File size may impact the uploading and downloading speed and may lead to browser time-outs resulting in failed upload/download attempts. Please consider this dependency when attaching very large documents
     6. The State encourages vendors to make sure that their BidBuy account is up to date.
     7. CONFLICT BETWEEN INFORMATION IN ELECTRONIC DOCUMENTS AND ON BIDBUY: If the State provides information in electronic documents (i.e., the RFI and other attachments) that is different or in conflict with the information the State provides on BidBuy, then the information in electronic documents is presumed to represent the State’s intent. If the Respondent provides information in electronic documents that is different or in conflict with the information the Respondent provides in BidBuy through their Seller Account, then the information in electronic documents shall represent the Respondent’s intended submission.
  4. INFORMATION CONTACT: The individual listed in the “Info Contact:” on the Bulletin posting shall be the single point of contact for this solicitation. Unless otherwise directed, Bidders should only communicate with the Information Contact. The State/Agency shall not be held responsible for information provided by or to any other person.

Suspected errors should be immediately reported to the Information Contact. Do not discuss, directly or indirectly, the solicitation or any bid with any State officer or employee other than the Information Contact.

* + 1. If the Response is selected pursuant to Section A.6 herein or as part of negotiations with all Respondents, the Respondent will be contacted by a State Leasing Representative and/or the State’s outside broker. The State shall not be held responsible for information provided by any other person.
  1. **RESPONDENT QuestioNS AND AGENCY RESPONSE:** All questions that pertain to this Solicitation must be submitted in written form directly to the Information Contact or, if permitted,  through the Q&A tab in BidBuy no later than enter date**\_\_**. Questions received and Agency responses may be posted as an Amendment to the original solicitation on BidBuy; only these written answers to questions shall be binding on the State. Respondents are responsible for monitoring the Bulletin.

B.7 **REQUIRED DOCUMENTS**:  The Respondent shall submit via BidBuy the following forms and any others by uploading them in the Attachments Tab:

* + - * Response/Offer to the State
      * Redacted copy of Response (if applicable)
      * Exceptions to Lease Terms and Conditions (if applicable)
      * Map
      * Site Control Document
      * Standard Certifications
      * Vendor Disclosure (formerly named Forms A) (if applicable)
      * IPG Active Registered Vendor Disclosure (formerly named Forms B) (if applicable)

B.7.1. The Respondent must complete, sign, and upload all required documents as listed above.

B.7.2. If Respondent requests confidential treatment for portions of its Response, it must supply an additional copy of the Response with confidential information redacted and comply with any additional requirements included herein.

B.8 REQUIRED PROCUREMENT DOCUMENTATION

B.8.1. Procurement Vendor Disclosure (formerly named Forms A) & IPG Active Registered Vendor Disclosure (formerly named Forms B)

B.8.1.1 To comply with State procurement requirements, Respondents must submit completed the Vendor Disclosure (formerly named Forms A) or the IPG Active Registered Vendor Disclosure (formerly named Forms B), but not both, and documents required by the applicable form. Those Respondents that have satisfactorily enrolled on the Illinois Procurement Gateway (IPG) ([[http://ipg.illinois.gov](http://ipg.illinois.gov/)*/*](https://ipg.vendorreg.com/)) and have a current IPG registration number may submit the IPG Active Registered Vendor Disclosure (formerly named Forms B). Non-registered Respondents must submit the Vendor Disclosure (formerly named Forms A).

B.8.1.2. Vendor Disclosure form (formerly named Forms A) and IPG Active Registered Vendor Disclosure (formerly named Forms B) may be downloaded from the following links:

Vendor Disclosure (formerly named as Forms A): <https://cpo-general.illinois.gov/solicitation-and-contract-templates.html>. IPG Active Registered Vendor Disclosure (formerly named Forms B): <https://cpo-general.illinois.gov/solicitation-and-contract-templates.html>.

Required Documentation

B.8.2. If completing IPG Active Registered Vendor Disclosure (formerly named Forms B), then responsiveness may include:

B.8.2.1. Valid Illinois Procurement Gateway registration # with expiration date

B.8.2.2. Disclosure of lobbyists for Respondents and parent entity(ices)

B.8.2.2. Disclosure of pending and current contracts

B.8.2.3. Certifications timely to this solicitation

B.8.3. If completing Vendor Disclosure (formerly named Forms A), required forms may include:

B.8.3.1. State Board of Elections Registration: Vendor or Respondent may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Vendor Disclosure (formerly named Forms A), Part 5.

B.8.3.2. Standard Illinois Certifications: Respondent shall complete and return the Standard Illinois Certifications form in Vendor Disclosure (formerly named Forms A), Part 4, or in the Illinois Procurement Gateway.

B.8.3.3. Financial Disclosures and Conflicts of Interest: Respondent shall complete and return the Financial Disclosures and Conflicts of Interest form in Vendor Disclosure (formerly named Forms A), Part 7, or in the Illinois Procurement Gateway.

B.8.3.4. Disclosure of Business Operations with Iran: Bidder shall complete and return the Disclosure of Business Operations with Iran form in Vendor Disclosure (formerly named Forms A), Part 6, or in the Illinois Procurement Gateway.

B.8.3.5. Business and Directory Information: Bidder shall complete and return the Business and Directory Information form in Vendor Disclosure (formerly named Forms A), Part 1, or in the Illinois Procurement Gateway.

B.8.3.6. Taxpayer Identification Number/W9: Respondent shall complete and return the Taxpayer Identification form in Vendor Disclosure (formerly named Forms A), Part 8, or in the Illinois Procurement Gateway.

B.8.3.7 Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return the IDHR Public Contract Number form in Vendor Disclosure (formerly named Forms A), Part 2, or in the Illinois Procurement Gateway.

B.8.3.8. Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity prior to submitting an offer and authorized to transact business or conduct affairs in Illinois prior to execution of the contract. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Vendor Disclosure (formerly named Forms A), Part 3.

1. TERMS OF RESPONSE
   1. **GOVERNING LAW AND FORUM**: Illinois law and rule govern this solicitation. Respondent must bring any action relating to this solicitation in the appropriate court in Illinois. This document contains statutory references designated with “ILCS.” Respondent may view the full text at ([*http://www.ilga.gov/legislation/ilcs/ilcs.asp*](http://www.ilga.gov/legislation/ilcs/ilcs.asp)). The Procurement Code, specifically Article 40 (30 ILCS 500/40), and the Standard Procurement Rules (44 Ill. Adm. Code Part 1 are applicable to this solicitation and may be respectively viewed at ([*http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7*](http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7)) and ([*http://www.ilga.gov/commission/jcar/admincode/044/044parts.html*](http://www.ilga.gov/commission/jcar/admincode/044/044parts.html)).
   2. **PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:**
      1. All Responses, including late submissions, become the property of the State, and will not be returned. All Responses will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Respondent requests in its Response that the State treat certain information as confidential. A request for confidential treatment will not supersede the State’s legal obligations under FOIA. The State will not honor requests to keep entire Responses confidential. Respondents must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Respondent’s name, the substance of the Response, and the price.
      2. If Respondent requests confidential treatment, Respondent must submit additional copy/copies (see Instructions for Submitting Responses in section B.7.) of the Response with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed and shall retain as much of the Response as possible. In a separate attachment, Respondent shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure.
      3. Respondent shall include “Redacted” in the file name when submitting a redacted copy of the Response on BidBuy. When attaching the unredacted version, the Respondent shall include “Unredacted” in the file name and check the Confidential box on the Attachments tab which ensures that BidBuy does not display the unredacted document to the public.
      4. Respondent will hold harmless and indemnify the State for all costs or damages associated with the State defending Respondent’s request for confidential treatment. Respondent agrees the State may copy the Response to facilitate evaluation, or to respond to requests for public records. Respondent warrants that such copying will not violate the rights of any third party.
   3. **RESERVATIONS:** Respondent must read and understand the solicitation and tailor the Response and all activities to ensure compliance. The State reserves the right to amend the Solicitation, reject any or all Responses, and waive minor defects. Submitting a Response does not entitle Respondent to an award or a contract. Posting Respondent’s name in a Bulletin notice does not entitle Respondent to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Response. Awarded Respondent(s) shall not commence and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).
   4. **AWARD:** The State is not obligated to award a contract pursuant to this Solicitation. If the State issues an award, the award will be made to the Respondent who is a Responsible bidder and whose Response is Responsive and best meets the specified criteria unless otherwise permitted by the Procurement Code and Administrative Code. However, if the State does not consider the price to be fair and reasonable and negotiations fail to meet an acceptable price, the State reserves the right to reject the Response and begin negotiations with another Respondent, cancel the award, or take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Response, including the Respondent's qualifications, the Respondent's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.
   5. **RESPONSIVENESS:** The State will determine whether the Response meets the stated qualifications and/or requirements. Minor differences or deviations that have negligible impact on the price or suitability of the property to meet the State’s needs may be accepted or corrections allowed. If no Respondent meets a particular qualification or standard, the State may waive that qualification or standard.
   6. **EMPLOYMENT TAX CREDIT:** Respondents who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
2. QUALIFICATIONS/SCOPE OF WORK
   1. INTRODUCTION

The State seeks to lease real property that will meet, or is able to meet, the following guidelines. As noted below, several of these guidelines are required and a Response that does not meet the requirement will be disqualified as non-responsive. Other guidelines are proposed and may be altered during the lease negotiation process. A successful Respondent must be able to meet these guidelines, but it is not guaranteed that the guidelines will represent the final configuration of the leased space.

* 1. MINIMUM CRITERIA
     1. Type of Property
        1. Rentable Area Requirements: The State estimates it needs \_\_\_\_\_ square feet of rentable area. The Response must show the ability to meet this requirement to be considered.
        2. Unless otherwise noted, all occupiable tenant space shall be located above grade level.
        3. Proposals shall include the rentable area available for existing buildings and/or the rentable area proposed for new buildings.
        4. Area measurement for the purpose of calculating rentable areas shall be based on the Area Measurement Rules, as referenced in the Illinois Joint Committee on Administrative Rules, Administrative Code, Title 44, Subtitle D, Chapter I, Part 5000, Section 5000.310 Area Measurement. ([*http://www.ilga.gov/commission/jcar/admincode/044/044050000C03100R.html*](http://www.ilga.gov/commission/jcar/admincode/044/044050000C03100R.html)).
        5. Expansion Option: The State may seek an expansion option of up to 100% of the remaining rentable square footage of the building proposed. The Expansion Option shall be exercisable by the State at any time under the same terms and conditions of the proposed lease. The Response should include information on all space available for an expansion option.
     2. Proposed Use
        1. \_Warehouse, office, etc.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
        2. Using Agency: The State intends to house enter Using Agency’s full name in the leased space. The State shall have the right to substitute another agency or state entity at any time, without the consent of the landlord.
        3. Current zoning for the proposed site must be compatible with the intended use by the Using Agency.
     3. Duration of Lease
        1. The maximum term for a lease including renewals may not exceed ten (10) years. This item is a requirement of the Solicitation; Respondent must be prepared to execute a lease with a term of five (5) years including a renewal option of up to five (5) years.
        2. Respondents should note termination and cancellation rights set out in the Lease template attached hereto.
     4. Property Location
        1. The location of the offered property must be within the following boundaries of \_enter county\_\_\_\_\_\_\_ County, in \_\_enter city\_\_\_\_\_\_\_\_\_\_\_\_, Illinois:

NORTH:

SOUTH:

EAST:

WEST:

* + - 1. A map of the required boundaries is attached as Exhibit A. The proposed property must be within these bounds.
      2. A location on the opposite side of a navigable thoroughfare will be considered as if in the boundaries noted above.
    1. Desired Configuration
       1. General Configuration
          1. Proposed leasing terms must include provisions for the following services and utilities (where applicable):

Necessary fixtures for heating, cooling, water, electricity and all maintenance and repairs

Installation and maintenance of an adequate ventilation system to maintain air exchange levels in conformance with all applicable codes.

Elevator service.

Operation, maintenance and monitoring of life safety systems including fire alarms.

Maintenance of and service to all Common Area Facilities, which shall include cleaning, HVAC, electrical current and illumination, repairs, replacement, and trash disposal.

All maintenance and repairs not caused by the Lessee's negligence.

* + - * 1. Proposed leasing terms may include provisions for the following services and utilities:

HVAC Power as required to supply heating, cooling and ventilation to maintain leased premises at or below 78 degrees Fahrenheit during cooling season and at or above 68 degrees Fahrenheit during heating season.

Non – HVAC Power as required by Lessee for all necessary fixtures and equipment.

Lamps, ballasts, and all necessary replacement and repair expenses related to such lighting.

Hot and cold potable water and sewer service as required by Lessee.

Cleaning service to keep leased premises clean, healthful, and sightly, to include the provision of all required commodities, including but not limited to paper products.

Scavenger service to keep leased premises clean, healthful, and sightly.

Integrated Pest Management Services to ensure leased premises are pest and rodent free.

Service and maintenance of fire extinguishers and life safety systems.

Snow and ice removal for sidewalks and parking areas.

Maintenance of lawn and shrubs.

Parking and maintenance of parking areas to meet or exceed the needs of the Using Agency.

Operation, maintenance and monitoring of security systems.

* + - 1. Tenant Space Configuration
         1. Configuration and improvements are detailed in Exhibit B; the Response must be prepared to meet all the configurations requested in this Solicitation, but also be prepared to adjust with any changes that are made during the lease negotiation process.
      2. Building Program Standards
         1. The State requires specific Building Program Standards to be observed in its leased properties. These standards encourage sustainable practices, standards of quality, performance and other criteria defining the property to be occupied upon completion of certain improvements.
         2. The Building Program Standards can be found at [*https://cms.illinois.gov/agency/property/leasing.html*](https://cms.illinois.gov/agency/property/leasing.html). All Respondents are responsible for reviewing and complying with the standards.
         3. Suggested exceptions to the Building Program Standards, while allowed, are discouraged. The State is under no obligation to accept exceptions or modification suggested by Respondent, and any exceptions or modification will affect the evaluation and may result in rejection. Exceptions or modification must be provided on the Terms and Exceptions Form (Attachment 2) or must be in a substantially similar format.
         4. State law shall not be circumvented by the exception process. Exceptions may result in the rejection of Vendor’s Response.
      3. The information in this Solicitation, including Building Program Standards and Tenant Space Configurations represent procedural, performance and spatial guidelines provided by the State. All information shall be incorporated into the scope of work required to be performed by the Lessor in the initial tenant build-out. The standards and configurations noted herein represent programmatic information necessary to design and construct the tenant space in accordance with the needs of the Using Agency and in accordance with the State office space standards for sustainable practices policy. As programmatic information, the information noted herein is not all inclusive, and does not constitute specifications or construction documents from which the tenant space will be constructed. The information noted herein provide general guidelines to quality and standards required for the delivery of an interior and exterior environment conducive to the programs, services and activities conducted by the Using Agency.
      4. The Respondent is encouraged to submit as many proposals as deemed necessary to offer variations to the terms and conditions being proposed to the State for consideration. Terms for Improvements to the tenant space, for instance, may vary from proposing no change to the current space configuration, no change to the current space configuration but upgrades to all interior finishes, minor changes to the space configuration but substantially maintaining the current configuration, complete alteration of the current configuration using standard interior construction means and methods, complete alteration of the current configuration using sustainable interior construction means and methods, or a hybrid of the cited examples above.
  1. OTHER CONSIDERATIONS
     1. Temporary Improvement Cost Requirements: The State will not pay more than its proportionate share of temporary improvement costs necessary to make property appropriate for State use.
     2. The Respondent shall itemize the estimated cost of temporary improvements to the greatest detail practicable. The State may ask for more detail during the lease negotiation process.
     3. Any lease where the State is the exclusive tenant for an entire free-standing building must contain an option to purchase exercisable by the State. The State’s cost of improvements to such buildings for which the State has paid shall be deducted from the purchase price if the option to purchase is exercised.
     4. Acknowledgment Requirements: The Lessor, as a condition of leasing property to the State, will be required to acknowledge the following:
        1. Compliance with accessibility codes and laws is the continuing obligation of the Lessor as property owner and private entity as defined by the applicable laws, codes, and standards. See the Illinois Capital Development Board website ([*https://cdb.illinois.gov/*](https://cdb.illinois.gov/)) for references to applicable technical standards of the Illinois Accessibility Code for the minimum essential features of accessibility that must be incorporated into the work of the initial tenant build-out or any subsequent alteration to the tenant space as a condition of leasing to the State.
        2. The State has the right to access energy consumption and cost data provided by the applicable utility company for the accounts and meters associated with usage by the Using Agency irrespective of the means of utility payment as agreed in the lease. This energy consumption and cost data will be used to compare relative utility costs for all State leases and may result in recommended energy conservation measures proposed by the State to conserve energy and reduce utility costs for a net savings to the State.

1. REAL ESTATE LEASE CONTRACT
   1. The successful Respondent will be expected to negotiate and execute a lease to govern the terms of the tenancy. Attached as Exhibit C is an example of the State’s lease template, which includes the standard terms and conditions included in lease contracts with the State. Respondent are expected to review and understand the terms and conditions set forth in the Lease.
   2. Respondents must complete the Contract Terms and Exceptions Form (Attachment 2) if exceptions to the Lease are requested. The State will evaluate each Response using the information provided on the Contract Terms and Conditions Exceptions Form (Attachment 2). Please provide information in all the text fields provided. If the information requested does not apply to the Respondents situation, then enter “N/A” into that text field.
   3. The State has limited ability to negotiate the terms of the Lease and is not obligated to accept any exception.
2. RESPONSE CHECKLIST

Project Title/Reference #: Click here to enter text

Use this Form as a final check to ensure that all required documents are completed and included with the Response. Respondent must mark each blank below as appropriate; mark N/A when a section is not applicable to this Solicitation. Respondent understands that failure to meet all substantive requirements is cause for disqualification.

|  |  |
| --- | --- |
| **SOLICITATION, TENANT SPACE CONFIGURATION AND LEASE CONTRACT REVIEW** |  |
| Respondent has reviewed the Solicitation, including all referenced documents and instructions, filled in all relevant blanks, and provided any requested information. | Yes  No |
| **AMENDMENTS** |  |
| Respondent has considered all amendments in preparing its Response. | Yes  No  N/A |
| **RESPONSE** |  |
| Response Checklist | Yes  No |
| Contract Terms and Exceptions Form (Attachment 2) | Yes  No N/A |
| Site Control Documents – Deed, Title Policy, Trust Agreement, etc. | Yes  No N/A |
| **RESPONSE SUBMISSION** |  |
| Respondent is properly submitting either Vendor Disclosure (formerly named Forms A) or IPG Active Registered Vendor Disclosure, but not both. | Yes  No |
| **Vendor Disclosure (formerly named Forms A)** |  |
| Business and Directory Information | Yes  No N/A |
| Standard Certifications | Yes  No N/A |
| State Board of Elections | Yes  No N/A |
| Disclosure of Business Operations in Iran | Yes  No N/A |
| Financial Disclosures and Conflicts of Interest | Yes  No N/A |
| **IPG Active Registered Vendor Disclosure (formerly named Forms B)** |  |
| Illinois Procurement Gateway Registration # | Yes  No N/A |
| Certifications Timely to this Solicitation | Yes  No N/A |
| Disclosures of Lobbyists or Agent | Yes  No N/A |
| Disclosures of Current and Pending Contracts | Yes  No N/A |

RESPONSE TO STATE OF ILLINOIS

SEE SEPARATE, ATTACHED DOCUMENT

Click here to enter text. agrees with the terms and conditions set forth in the Lease template attached as Exhibit C to the State of Illinois Request for Information (Reference Number: Click here to enter text.), including the certifications, and disclosures, with the following exceptions:

|  |  |
| --- | --- |
|  | Excluding certifications required by statute to be made by the Respondent, both Parties agree that all the duties and obligations that the Respondent owes to Agency for the work performed shall be pursuant to the solicitation, resulting contract, and Respondent’s exceptions accepted by the State thereto as set forth below. |
|  | **REAL ESTATE LEASE CONTRACT** |
| **Section/ Subsection #** | State the exception such as “add,” “replace,” and/or “delete.” |
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By: Click here to enter text.

Signed:

Position: Click here to enter text.

Date: Click here to enter text.

**Exhibit A**

**Map of Permitted Boundaries**

**Exhibit B**

**“TENANT SPACE CONFIGURATION”**

**Exhibit C**

**“LEASE TEMPLATE”**