

STATE OF ILLINOIS
REQUEST FOR PROPOSALS
Technical and Project Management of JRTC Project
20-416CMS-BOPM4-B-10140

The Department of Central Management Services (“CMS” or “State” or “Agency”) requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for the Offeror’s convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an Offer.

Brief Description:

The State, through CMS, is requesting proposals for an array of Technical and Project Management expertise (“Work” or “Services”) for the disposition of the James R. Thompson Center (“JRTC”) at the best value to the State of Illinois. “Best value” in this case will mean the highest value and scoring for the pricing, quality of the proposal, unique ideas submitted, preliminary design, project team, experience and past performance on similar services. CMS will rank the proposals based on the criteria set forth in this Request For Proposal (“RFP”). The top-ranked Respondent (“Awarded Offeror”) will work with CMS to finalize the terms of the Project Management Agreement (“Agreement” or “Contract”) as soon as possible. The Awarded Offeror will lead and provide collaborative and iterative project management services as outlined in this RFP.

The State seeks to sell the JRTC and relocate the current State occupants of the building. This project includes the potential consolidation of the State’s Chicago real estate portfolio (the sale, consolidation, and relocation are collectively referred to as the “JRTC Project”). CMS seeks proposals from a qualified project management team who has the expertise and can achieve the following goals: (a) assist with selling of the JRTC to a responsible and best qualified third party for an advantageous price to the State; (b) assist with the relocation options for the State’s occupants out of the JRTC to an alternate site(s); (c) possibly negotiate the State’s ownership stake at alternate site(s) which may or not include full or partial financing by a third party; (d) assist the State with assessing its Chicago real estate portfolio for potential consolidation options and final headcount; (e) provide pre-development project management services, including project management, financial analysis, real estate advisory and other services, as outlined in this RFP, to the State regarding the entire JRTC Project; and (f) achieve these services in a thoughtful and timely manner.

CMS will use this expertise and assess its current asset(s) to develop and execute a strategy for an alternate delivery of project, including but not limited to Public-Private-Partnership (“P3”) and Design-Build (“DB”) delivery methods. It is the intent of the State to package the sale of JRTC and relocations of its State occupants as one project delivery method. As part of the Offer, Respondents are encouraged to provide unique ideas around project delivery methods and include relevant and past project examples.

The Awarded Offeror will be an experienced and diverse project management team and will provide the State with a comprehensive package of services, included but not limited to the following: (i) project management services; (ii) real estate advisory services related to the JRTC Project; (iii) in-depth financial analysis for multiple sale and relocation options with potential ownership stake including both new construction and renovation options; (iv) assist with developing guidelines and establishing implementation protocols for new CMS space standards ; (v) assess the State’s Chicago area real estate portfolio to advise on consolidation options and final headcount; (vi) assist in drafting solicitations required for the JRTC Project, including evaluating and selecting Purchaser as defined below; (vii) obtaining rezoning, zoning variances and other regulatory relief; (viii) coordinate and attend meetings

STATE OF ILLINOIS
REQUEST FOR PROPOSALS
Technical and Project Management of JRTC Project
20-416CMS-BOPM4-B-10140

with the State and its consultants related to zoning, transit, easement and utilities, (viii) oversee pre-development part of the project and other related activities, including but not limited to coordination of surveys, appraisals, attending meetings with stakeholders and vendors, creating and updating project budgets, cashflows and timelines.

Background and Project Goals:

The State currently owns the JRTC which is located at 100 W. Randolph St., Chicago, Illinois. The original design of JRTC is inefficient for a government building and provides an ineffective work environment. As a result of prolonged deferred maintenance and delayed capital projects, the construction cost to repair and update the building was estimated to be over \$320 million in 2016.

As a result of the deteriorated conditions, the building can no longer serve as a viable continued office space for the State and, on April 5, 2019, Governor Pritzker signed legislation that created the process for the sale of JRTC. It shall be noted that the State is planning the sale of JRTC to a purchaser (“Purchaser”) and desires the Purchaser to help relocate State officers, departments, and employees affected by the JRTC sale to an alternate site. The “Alternate Site” may mean new construction on one or more sites of vacant land (owned or purchased) or renovation of a property in a Chicago neighborhood with adequate public transportation options (owned or purchased). The State believes a careful analysis and a thoughtfully crafted strategy will provide the most value for sale of JRTC and therefore to the State and its residents.

CMS has developed new space standards in preparation for the relocation that will allow the State to maximize usage of spaces in its owned and leased properties. It is intended to be implemented at the Alternate Site(s) for relocated occupants from JRTC. The new space standards will guide the design for relocation and is anticipated to compress current JRTC layout and required square footage by 20%. While still improving efficiencies, information sharing, increasing productivity and enhancing work areas for all employees and public, the new alternate site and space will also save on the operational costs as it will be more energy efficient and smaller than JRTC footprint. Current operational costs at JRTC are nearly \$17.1 million annually. The State anticipates operational cost savings at alternate site to be nearly half of this cost.

As part of the JRTC Project the State and the Awarded Offerer will engage in discussions with the City of Chicago and Chicago Transit Authority (“CTA”) regarding entitlements, rezoning, zoning, easements, other regulatory and related issues. The CTA occupies three (3) levels of the JRTC at CTA’s Clark/Lake station; the Ground Floor, the CTA Platform Level and the Concourse Level. The City of Chicago is the owner of the Station, and the City and the CTA have easement interests in the portion of the JRTC housing the Station. Additional project goals and objectives include:

-)] Expedited project delivery and maximizing efficiencies;
-)] Optimizing efficiencies for programs located at JRTC to reduce footprint at new alternate site;
-)] Potential consolidation of the State’s owned and leased sites in the Chicago Loop and Chicagoland and final headcount;
-)] Ensuring design at alternate site incorporates energy efficiency and sustainable building systems, materials and construction best practices; and

STATE OF ILLINOIS
REQUEST FOR PROPOSALS
Technical and Project Management of JRTC Project
20-416CMS-BOPM4-B-10140

J Meet and exceed all workforce participation goals and jobs hired on the project. The resulting contract with the Awarded Offeror shall have an initial term of three (3) years. CMS has the option to renew for the following terms: up to five (5) years (per Section 3 F.1).

Please read the entire solicitation package and submit an Offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the Offer. Do not submit the instruction pages with Offers.

Forms A, Forms B, BEP Utilization Plan and Letter of Intent templates may be obtained from the Attachments Tab within BidBuy. These sections are a material part of this solicitation, and must be returned when applicable with a Offeror's Offer.

Offers that do not adhere to the form and content of the Request for Proposal requirements may not be considered.

STATE OF ILLINOIS
REQUEST FOR PROPOSALS
Technical and Project Management of JRTC Project
20-416CMS-BOPM4-B-10140

Table of Contents

SECTION 1.....7

A. INSTRUCTIONS FOR SUBMITTING OFFERS..... 7

 A.1. PROCESS CHANGES RESULTING FROM BIDBUY 7

 A.2. CONFLICT BETWEEN INFORMATION IN PAPER FORMAT AND BIDBUY 7

 A.3. HOW TO ENTER INFORMATION 7

 A.4. PUBLISHED PROCUREMENT INFORMATION 7

 A.5. INFORMATION CONTACT 8

 A.6. OFFEROR QUESTIONS AND AGENCY RESPONSE 8

 A.7. REQUIRED MEETINGS..... 8

 A.8. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS..... 9

 A.9. ORGANIZATION REQUIRED 9

 A.10. SUBMISSION OF OFFERS 10

 A.11. FEDERAL FUNDS 11

 A.12. GOVERNING LAW AND FORUM 11

 A.13. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT 12

 A.14. RESERVATIONS..... 12

 A.15. AWARD..... 13

 A.16. REFERENCES 13

 A.17. INVOICING ADDRESS..... 13

 A.18. PROTEST REVIEW 14

 A.19. EVALUATION PROCESS..... 14

 A.20. BUSINESS ENTERPRISE FOR MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES
 ACT PARTICIPATION AND UTILIZATION PLAN 18

 A.21. BIDBUY TERMINOLOGY AND GUIDANCE 188

B. SELECTION OF VENDOR 20

C. OFFER TO THE STATE OF ILLINOIS..... 23

D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK 27

 D.1. SUPPLIES AND/OR SERVICES REQUIRED 27

 D.2. MILESTONES AND DELIVERABLES 31

 D.3. OFFEROR’S PROPOSED SOLUTION TO MEET THE STATE’S REQUIREMENTS 32

 D.4. SUBCONTRACTING 34

STATE OF ILLINOIS
REQUEST FOR PROPOSALS
Technical and Project Management of JRTC Project
20-416CMS-BOPM4-B-10140

Section 2	35
E. PRICING	355
E.1. FORMAT OF PRICING.....	355
E.2. TYPE OF PRICING	355
E.3. EXPENSES ALLOWED	355
E.4. DISCOUNT	355
E.5. TAXES	355
E.6. OFFEROR’S PRICING OFFER.....	366
SECTION 3.....	41
F. PROJECT MANAGEMENT AGREEMENT TERMS.....	411
G. EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS	49
H. STATE SUPPLEMENTAL PROVISIONS.....	500
I. SUBCONTRACTOR DISCLOSURE	511
J. REFERENCES	533

**STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS**

The following documents (FORMS A, FORMS B, BEP Utilization Plan, Letter of Intent) of the solicitation may be found under the Attachments Tab in BidBuy:

FORMS A

Complete this section if you are not using an Illinois Procurement Gateway (IPG) Registration #

- Business and Directory Information.....1.**
- Illinois Department of Human Rights Public Contracts Number2.**
- Intentionally left blank.....3.**
- Standard Certifications.....4.**
- State Board of Elections5.**
- Disclosure of Business Operations in Iran.....6.**
- Financial Disclosures and Conflicts of Interest.....7.**
- Taxpayer Identification Number8.**

FORMS B

Complete this section only if you are using a valid IPG Registration #

To ensure that you are registered in the IPG, search for your business name in the IPG Registered Vendor Directory at <https://ipg.vendorreg.com/>. If your company does not appear in the search results, then you are not registered in the IPG. Submission of Forms B without a valid IPG Registration # may result in disqualification of the offer.

- Illinois Procurement Gateway Registration # and expiration date.....1.**
- Certification Timely to this Solicitation or Contract2.**
- Disclosures of Lobbyists and Contracts3-4.**

*Download and complete these documents as this RFP contains a
20% Business Enterprise Program (BEP) goal.*

- BEP Utilization Plan**
- Letter of Intent Template**

STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS

SECTION 1.

A. INSTRUCTIONS FOR SUBMITTING OFFERS

A.1. PROCESS CHANGES RESULTING FROM BIDBUY

BidBuy is the new electronic procurement system being used by CMS. With the implementation of BidBuy, some procurement processes have changed. In some instances, BidBuy entirely replaces the State's previous procurement processes. In others, the past instruction or process remains unchanged or is augmented by BidBuy.

The State publishes Requests for Proposals (RFP) in BidBuy. BidBuy consists of public webpages that may be referred to as the "Bulletin" or information "on BidBuy". BidBuy also permits vendors to create password protected Seller Accounts allowing electronic quoting for some procurement methods. The RFP, along with other attachments and information on BidBuy, constitutes the State's solicitation. The State does not accept electronic offers submitted through BidBuy in response to RFPs. Offerors must continue to submit offers in paper format and in accord with the instructions for submission. Offerors must pay special attention to the instructions found on BidBuy as they may augment the information in this RFP. Offerors shall read the entire contents of this RFP and direct any questions to the Information Contact found on the BidBuy posting.

A.2. CONFLICT BETWEEN INFORMATION IN PAPER FORMAT AND BIDBUY

If the State provides information in paper format (i.e. the RFP and other attachments) that is different or in conflict with the information the State provides on BidBuy, then the information in paper format is presumed to represent the State's intent. If the Offeror provides information in paper format that is different or in conflict with the information the Offeror provides in BidBuy through their Seller Account, then the information in paper format shall represent the Offeror's intended submission.

A.3. HOW TO ENTER INFORMATION

Type information in the red text form fields (i.e.) provided. If the information requested does not apply to the Offeror's situation, then enter "N/A" into the text form field. Please enter the requested information or N/A into every text form field.

A.4. PUBLISHED PROCUREMENT INFORMATION

The State publishes procurement information, including solicitations, awards, and amendments, on the General Services Illinois Procurement Bulletin, also referred to as the Bulletin or BidBuy (<https://www.bidbuy.illinois.gov/bsa/>). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring BidBuy.

**STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS**

The State will not be held responsible if Offeror fails to receive the optional e-mail notice of future amendments to the solicitation.

A.5. INFORMATION CONTACT

The individual listed in the "Info Contact:" on the BidBuy posting shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Information Contact in writing. The State 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 Offer with any State officer or employee other than the Information Contact.

A.6. OFFEROR QUESTIONS AND AGENCY RESPONSE

All questions, other than questions raised at the Offeror's Conference, pertaining to this solicitation must be submitted in writing to the Information Contact no later than September 18, 2019.

Questions received and Agency responses may be posted as an Amendment to the original solicitation on BidBuy; only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring BidBuy.

A.7. REQUIRED MEETINGS

In the BidBuy posting, the Agency may schedule an Offeror's Conference ("Offeror's Conference:").

Offer's conference meeting will occur on September 13, 2019 at 1:00 P.M. Central Time

Chicago Location:

Springfield Location:

James R. Thompson Center

Stratton Office Building

100 W. Randolph St.

401 S. Spring St.

Room 2-025

3rd Floor Robert Oxtoby Board Room

Chicago, Illinois

Springfield, Illinois

Is attendance at the Offeror's Conference Mandatory? **Yes**

If attendance is mandatory, Offeror will be disqualified and considered Non-Responsive if Offeror does not attend, is not on time, leaves early or fails to sign the attendance sheet. Offeror must allow adequate time to accommodate security screenings at the site.

**STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS**

A.8. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS

Each solicitation contains the Offer Due Date and Time appearing as the “Bid Opening Date:” on the BidBuy posting. Offers will be opened at the address provided on the label under A.8.2 at the identified due date and time.

- A.8.1. Offer Firm Time: The Offer must remain firm for 180 days from opening.
- A.8.2. Submit/Deliver Offers To the following address using this label on the outside of envelopes/containers:

Agency: Central Management Services	“Sealed Offer – Do Not Open”
Attn: Contract Compliance	Project Title & BidBuy Bid #: Technical and Project Management of JRTC Project
	<i>20-416CMS-BOPM4-B-10140</i>
Address:1000 E. Converse St.	October 4, 2019 (1:00 P.M. Central Time)
City, State Zip: Springfield , IL 62702	<i>Offeror Name</i>
	<i>Offeror City, State Zip</i>

A.9. ORGANIZATION REQUIRED

Offers may be submitted in as few as five and as many as six packets. Please follow these instructions carefully.

- A.9.1. Packet 1 shall contain the Offeror’s response to the Specifications/Qualifications/Statement of Work provided in Section 1, Part D.
- A.9.2. Packet 2 shall contain Offeror’s Pricing provided in Section 2, Part E and must be in a separately sealed envelope.
- A.9.3. Packet 3 shall contain the Offeror’s Offer found in Section 1, Part C, and applicable forms found in Section 3, Parts F through J.
 - A.9.3.1. Exceptions must be provided on Agency’s Exceptions to Standard Contract Terms and Conditions form (Section 3, Part G) or must be in a substantially similar format. Agency discourages taking exceptions. State

STATE OF ILLINOIS INSTRUCTIONS FOR SUBMITTING OFFERS

law shall not be circumvented by the exception process. Exceptions may result in rejection of the Offer.

Additional Offeror Provisions may be stated on this form and should not include exceptions to Agency specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports an Offeror's position; for example, an Offeror's licensing agreement.

A.9.3.2. The Agency may state additional terms and conditions to contracting in the State Supplemental Provisions (Section 3, Part H).

A.9.4. Packet 4 shall contain either Forms A or Forms B. Forms A contains six to eight forms and shall be returned by Offerors that are not registered in the Illinois Procurement Gateway (IPG).

Forms B consists of two pages and a one page Taxpayer Identification Number. Forms B is only returned by Offerors that have a valid State of Illinois IPG registration number with expiration date and elect to not use the forms found in Forms A.

A.9.5. Packet 5 shall contain a redacted copy of the Offer.

A.9.5.1. Offeror should provide a redacted copy of the Offer, if applicable, that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. See F.109. in Standard Terms and Conditions, Section 3, Part F.

A.9.6. Packet 6 shall contain a response to the Minorities, Women, and Persons with Disabilities participation requirements. Packet 6 is only returned if a Business Enterprise Program goal is stated in the BidBuy posting.

A.10. SUBMISSION OF OFFERS

The Offer must be submitted in packets as indicated below and clearly labeled with the Request for Proposal title, the BidBuy reference number, the packet number, the Offeror's name and the wording: **"Sealed Offer – Do Not Open."**

The packets may be submitted together in one mailing/shipping box.

Packet 2 Pricing hard copy original, any copies and USB flash drive must be in a separate and sealed envelope.

Packets 1, 3, 4, 5 and 6 may be individually bound by an appropriate size paper/binder clip or inserted in a three-ring notebook with clearly labeled dividers.

Do not fold, staple or spiral-bind Offers.

**STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS**

Packets 1, 3, 4, 5 and 6 may be on a single flash drive.

Faxed or emailed Offers will not be accepted.

Offeror is responsible for ensuring the Proposal is received by the Offer Due Date and Time; use caution when utilizing overnight or express delivery services.

Subject Matter	# of Originals	# of Hard Copies	# of USB flash drives
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	5	1
PRICING – PACKET 2 (separate and sealed)	1	1	1
SECTION 1 Part C (OFFER) and applicable forms in SECTION 3 – PACKET 3	1	1	1
FORMS A or FORMS B – PACKET 4	1	1	1
REDACTED OFFER – PACKET 5	1	1	1
MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 6	1	1	1

A.11. FEDERAL FUNDS

The resulting contract may be partially or totally funded with federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are federally funded and the dollar amount of such federal funds will be disclosed.

A.12. GOVERNING LAW AND FORUM

Illinois law and rules govern this solicitation and any resulting contract. Offeror must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS”.

STATE OF ILLINOIS INSTRUCTIONS FOR SUBMITTING OFFERS

Offeror may view the full text at (<http://www.ilga.gov/legislation/ilcs/ilcs.asp>). The Illinois Procurement Code (30 ILCS 500) viewed at (<http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7>). This solicitation is conducted in accordance with the requirements set forth in 30 ILCS 500/1-35.

A.13. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer 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 Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price.

If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in Sections A.9 and A.10) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure.

Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror's request for confidential treatment. Offeror agrees that the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

A.14. RESERVATIONS

Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with applicable Illinois laws, rules and other applicable federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as Non-Responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror's name in a BidBuy notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and

STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS

submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work undertaken prior to the date all parties execute the contract, unless approved in writing in advance by CMS.

A.15. 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 Responsive and Responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the applicable Illinois laws and rules. However, if the State does not consider the Offer price to be fair and reasonable and negotiations fail to meet an acceptable price, then the State reserves the right to cancel the award and take appropriate action to meet the needs of the State, including engaging with the next highest scoring Offeror. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to BidBuy identifying the apparent most Responsive and Responsible Offeror.

A.16. REFERENCES

Yes No. If "Yes" is marked, Offeror must provide references from established private firms or government agencies other than the procuring Agency, who can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation. Provide minimum of three (3) relevant and past project references in similar size and complexity with P3, DB and similar types of Work. Offeror must follow the instructions included on Client Reference form found in Section 3, Part J.

The State may contact any reference to validate or expound upon the information provided in the client reference form. If the reference is non-responsive to reasonable attempts to communicate the State may elect to exclude the experience represented by that project in determining the Respondent's associated reference score.

Type of References: Please see description and directions for submission of references in Section 3 Part J of this Request for Proposals. References from complex commercial real estate projects are preferred.

Type of References: Clients or Government Agencies Related to a Contract of Similar Scope and Magnitude

Number of References: Three (3)

A.17. INVOICING ADDRESS

The awarded Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed

STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS

to in the contract. The BidBuy posting contains the “Bill-to Address:” where invoices should be sent and it is:

Agency: Central Management Services (CMS)
Office: Bureau of Property Management
Attn: Fiscal
Address: 401 S. Spring, Room 604 Stratton Building, Springfield, IL 62706

Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency’s Illinois tax exemption number and federal tax exemption information.

A.18. PROTEST REVIEW :

Offeror may submit a written protest to the CMS Protest Review Officer. For protests related to specifications, the Protest Review Officer must physically receive the protest no later than fourteen (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 fourteen (14) days after the protesting party knows or should have known of the facts giving rise to the protest. The CMS Protest Review Officer’s information is as follows:

CMS Protest Review Officer Email: Sean.Coombe@illinois.gov
Attn: Sean Coombe
401 S. Spring Street
Suite 720 Stratton Office Building
Springfield, IL 62706

A.19. EVALUATION PROCESS

The State determines how well Offers meet the responsiveness requirements. The State will evaluate, score and rank Offers, including price structure and total fees, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Please note that proposals submitted in response to this RFP must provide all required information for the State in order for the State to evaluate and competitively rank the Respondents.

Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for price evaluation and award.

The State evaluates three categories of information: responsibility, responsiveness, and price. The State considers the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation.

STATE OF ILLINOIS INSTRUCTIONS FOR SUBMITTING OFFERS

A.19.1. **RESPONSIVENESS:** A responsive Offeror is one who submits an Offer that conforms in all material respects to the Request for Proposal, and includes **all required** forms.

A.19.1.1. General organizational information that may include the following information at a minimum:

-) Executive summary
-) Company Profile
-) Management structure and staffing
-) Proposed project approach and unique ideas
-) Capacity to Perform Services
-) Past Experience and project examples; please include relevant information, including client info, project size and complexity, any zoning and financial aspects of project, project team, ability to meet budget and schedule on past projects

A.19.1.2. Subcontractor Disclosure: If the Offer includes any subcontractors, then Offeror shall complete the Subcontractor Disclosure form found in Section 3, Part I.

A.19.1.3. References: Offeror shall complete and follow the reference process using the References form in Section 3, Part J.

A.19.1.4. If completing Forms B, then responsiveness may include and may not be limited to:

-) Valid Illinois Procurement Gateway registration # with expiration date
-) Disclosure of lobbyists for Offeror and parent entity(ies)
-) Disclosure of pending and current contracts
-) Certifications timely to this solicitation
-) Taxpayer Identification Number

STATE OF ILLINOIS INSTRUCTIONS FOR SUBMITTING OFFERS

- A.19.1.5. If completing Forms A, required forms may include and may not be limited to:
-) Business and Directory Information: Offeror shall complete and return the Business and Directory Information form in Forms A , Part 1, or in the Illinois Procurement Gateway.
 -) Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return the IDHR Public Contract Number form in Forms A , Part 2, or in the Illinois Procurement Gateway.
 -) Standard Certifications: Offeror shall complete and return the Standard Certifications form in Forms A , Part 4, or in the Illinois Procurement Gateway.
 -) State Board of Elections Registration: Vendor or Offeror 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 Forms A, Part 5.
 -) Disclosure of Business Operations with Iran: Offeror shall complete and return the Disclosure of Business Operations with Iran form in Forms A , Part 6, or in the Illinois Procurement Gateway.
 -) Financial Disclosures and Conflicts of Interest: Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in Forms A , Part 7, or in the Illinois Procurement Gateway.
 -) Taxpayer Identification Number: Offeror shall complete and return the Taxpayer Identification form in Forms A , Part 8.
- A.19.1.6. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no Offeror meets a particular requirement, the State may waive that requirement.
- A.19.1.7. The State will determine whether the Offer complied with the instructions for submitting Offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an Offeror correct deficiencies as a condition of further evaluation.

STATE OF ILLINOIS INSTRUCTIONS FOR SUBMITTING OFFERS

A.19.2. **RESPONSIBILITY:** A responsible Offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Offeror is a “responsible” Offeror, an Offeror with whom the State can or should do business. For example, the State may consider the following:

A.19.2.1. A “prohibited bidder” includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publicly issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nothing herein is intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

A.19.2.2. Other factors that the State may evaluate to determine responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer), 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 Offeror’s ability

STATE OF ILLINOIS INSTRUCTIONS FOR SUBMITTING OFFERS

to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.19.2.3. Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.

A.19.2.4. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.

A.19.3. **PRICE:** The State identifies the lowest priced Offer that meets the responsibility and responsiveness requirements.

A.20. BUSINESS ENTERPRISE FOR MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES ACT PARTICIPATION AND UTILIZATION PLAN

The BidBuy posting indicates whether this solicitation contains a goal to include businesses owned and controlled by minorities, women, and persons with disabilities. If this solicitation is for non-construction supplies or services and contains a goal, then failure to submit a Utilization Plan and Letter(s) of Intent shall render the Offer non-responsive. 30 ILCS 575/4(f). All questions regarding the subcontracting goal must be directed to the Agency Business Enterprise Program (BEP) Liaison prior to submission of proposals.

Does this solicitation contain a BEP goal? Yes No

If yes, then the BEP goal is: 20%

BEP Liaison: AnnMarie Rembert

Phone Number: 217-524-2852

Email Address: AnnMarie.Rembert@illinois.gov

Businesses included in Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by CMS as BEP vendors prior to the Offer Opening Date. Go to <https://www2.illinois.gov/cms/business/sell2/bep/pages/default.aspx> for complete requirements for BEP certification. Go to <https://cms.diversitycompliance.com/> to search for certified BEP vendors.

A.21. BIDBUY TERMINOLOGY AND GUIDANCE

BidBuy is an online e-procurement system. There may be some difference between the procurement terminology used in this solicitation and the terms used in BidBuy. Please learn more about BidBuy by accessing the online resources found here: <https://www2.illinois.gov/cpo/PathwayToProcurement/Pages/New-Vendor.aspx>.

**STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS**

-END OF INSTRUCTIONS-

STATE OF ILLINOIS SELECTION OF VENDOR

B. SELECTION OF VENDOR

- B.1.** The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.
- B.2.** The State determines how well Offers meet the Responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who do not meet the minimum mandatory requirements or do not receive one of the top three technical points will not be considered for Presentation, Price evaluation and award.
- B.3.** 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 cancel the award and take appropriate action to meet the needs of the State, which includes engaging with the next highest scoring Offeror. The State determines whether the Price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.
- B.4.** This section and chart below shows the elements of Responsiveness that the State evaluates and their relative weights in point format.

B.4.1. The total number of points for Responsiveness is 75.

B.4.2. RESPONSIVENESS ELEMENTS

- B.4.2.1. Minimum Mandatory Requirements (Pass/Fail): Offeror must certify that all listed minimum mandatory requirements have been met. Offeror must also provide a detailed narrative validating how the requirements have been met.
 - a. Mandatory Requirement for Senior Executive and Senior Project Manager(s) - Must have a minimum of 10 years experience leading projects resulting in successful negotiation and delivery of Public-Private Partnerships, financial analysis and Design-Build agreements for complex infrastructure projects.
 - b. Mandatory Requirement for other Key and Support Staffers – Each assigned project staff must have a minimum of 5 years of progressive experience that includes in-depth understanding and knowledge of technical requirements, project management, financial analysis, legal requirements, and procedures and processes in support of all procurement methodologies of complex infrastructure projects. Please list resume of team members, their specific roles and anticipated time on the project.

STATE OF ILLINOIS SELECTION OF VENDOR

B.4.2.2. Technical Response Categories

- a. Experience, Capabilities and Resources (25 points)
- b. Ability and Methodology (25 points)
- c. Diversity and inclusion (10 points)

B.4.2.3. References (5 points): Offeror must provide references from established private firms or government agencies other than the procuring Agency, who can attest to Offeror’s experience and ability to perform the contract that is the subject of this solicitation. Provide minimum of three (3) relevant and past project references in similar size and complexity with P3 and similar types of Work. Offeror must follow the instructions included on Client Reference form found in Section 3, Part J.

B.4.2.4. Oral Presentation Requirements (10 points): The State will request the Offerors with the three highest technical scores to provide an oral presentation. The presentation should provide a concise summary of the Offeror’s proposal including technical understanding of the work, understanding of contract requirements, experience and performance, work approach, staffing, and organization structure. The Offeror must have one representative from each Mandatory position (noted above) present for oral presentations. The mandatory position representatives must have a substantial role in the delivery of the presentation. The schedule and locations of the presentations will be provided by the State when the top three technical scoring Offerors are determined. Offerors will be given at least 5 business days advanced notice of the requested presentation.

B.4.2.5. Responsiveness Scoring

Evaluated Elements	Maximum Points
Minimum Mandatories	Pass/Fail
Experience, Capabilities and Resources	25
Ability and Methodology	25
Diversity and Inclusion	10
References	5
Subtotal Technical Points Available	65
Oral Presentation	10
Total Responsiveness Points Available	75

STATE OF ILLINOIS SELECTION OF VENDOR

- B.5.** The total number of points for Price is 25. The State will determine Price points using the following formula:
Maximum Price Points X (Lowest Price/Offeror's Price) = Total Price Points
- B.6.** The maximum number of points is 100 (Responsiveness 75 + Price 25).

STATE OF ILLINOIS
OFFER TO THE STATE OF ILLINOIS

C. OFFER TO THE STATE OF ILLINOIS

Project Title / Reference # Technical and Project Management of JRTC Project
20-416CMS-BOPM4-B-10140

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, the Offeror makes an Offer to the State of Illinois that the State may accept.

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

C.1. SOLICITATION REVIEW: Offeror reviewed the RFP, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.

Yes No

C.2. ADDENDA: Offeror acknowledges receipt of any and all addenda to the solicitation and has taken those into account in making this Offer.

Yes No N/A

C.3. OFFEROR CONFERENCE: Attendance was mandatory, Offeror attended the Offeror's Conference.

Yes No

C.4. OFFER SUBMISSION: Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.

Yes No

C.5. FORMS A or FORMS B: Offeror is properly submitting either Forms A or Forms B, but not both.

Yes No

C.6. BOND: If applicable, Offeror is submitting its Bid Bond or Performance Bond.

Yes No N/A

**STATE OF ILLINOIS
OFFER TO THE STATE OF ILLINOIS**

C.7. PACKET 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

Yes No

C.7.1 Milestones and Deliverables Yes No

C.7.2 Offeror's Proposed Solution to Meet the State's Requirements Yes No

C.8. PACKET 2 – PRICING (in a separately sealed envelope)

Yes No

C.9. PACKET 3 – OFFER

Yes No

C.9.1 Offer Yes No

C.9.2 Exceptions to Standard Contract Terms and Conditions Yes No N/A

C.9.3 Supplemental Provisions Yes No N/A

C.9.4 Subcontractor Disclosures Yes No N/A

C.9.5 References Yes No

C.10. PACKET 4 – FORMS A

Yes No

C.10.1 Business and Directory Information Yes No

C.10.2 Illinois Department of Human Rights Public Contracts Number Yes No

C.10.3 Standard Certifications Yes No

C.10.4 Disclosure of Business Operations in Iran Yes No

C.10.5 Financial Disclosures and Conflicts of Interest Yes No

C.10.6 Taxpayer Identification Number Yes No

**STATE OF ILLINOIS
OFFER TO THE STATE OF ILLINOIS**

C.11. PACKET 4 – FORMS B

Yes No

- | | | |
|--------|--|--|
| C.11.1 | Illinois Procurement Gateway Registration # with expiration date | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.2 | Certifications Timely to this Solicitation | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.3 | Disclosures of Lobbyists and Pending Contracts | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.4 | Taxpayer Identification Number | <input type="checkbox"/> Yes <input type="checkbox"/> No |

C.12. PACKET 5 – REDACTED OFFER

Yes No

C.13. PACKET 6 – BEP UTILIZATION PLAN

- | | | |
|--------|---|--|
| C.13.1 | Does this solicitation contain a BEP goal? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.13.2 | Minorities, Women, Persons with Disabilities Participation and Utilization Plan | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.13.3 | Letter(s) of Intent | <input type="checkbox"/> Yes <input type="checkbox"/> No |

C.14. PREFERENCES

Illinois law provides various preferences to promote business opportunities in Illinois.

Does Offeror make any claims for preferences? If so, please mark the applicable preference(s) and include a listing of the items that qualify for the preference at the end of this Section and a description of why the preference applies. Agency reserves the right to determine whether the preference indicated applies to Offeror.

- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other States (30 ILCS 520).
- Illinois Mined Coal (30 ILCS 555).
- Steel Products Procurement (30 ILCS 565).
- Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575).
- Veterans Preference (330 ILCS 55).

**STATE OF ILLINOIS
OFFER TO THE STATE OF ILLINOIS**

Items that Qualify and Explanation:

Signature of Authorized Representative:

Printed Name of Signatory:

Offeror's Name:

Date:

STATE OF ILLINOIS
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

GOAL: The State, through CMS, is seeking proposals from a qualified project management team who has the expertise and can achieve the following goals: (a) help with selling of the JRTC to a responsible and best qualified third party for an advantageous price to the State; (b) assist with the relocation options for State’s officers, departments, and employees out of the JRTC to an alternate site; (c) possibly negotiate State’s ownership stake at alternate site which may or not include full or partial financing by a third party; (d) help State assess its Chicago real estate portfolio for consolidation options; (e) provide pre-development project management services, including project management, financial analysis, real estate advisory services and other services as noted below for all aspects of the JRTC Project; (f) achieve these services in a thoughtful and timely manner.

CMS will use this expertise and assess its current asset(s) to develop and execute a strategy for an alternate delivery of project, including but not limited to P3 and DB delivery methods. The State intends to package the sale of JRTC and relocations of its occupants as one project delivery method.

D.1. SUPPLIES AND/OR SERVICES REQUIRED

Offeror shall provide, as directed by the Agency, with the following services and expertise as related to the JRTC Project:

D.1.1. Project Management

- D.1.1.1. Provide project management services to the State over all aspects of the JRTC Project. These services will include management of all services specified within this section.
- D.1.1.2. Develop guidelines and assist State to establish protocols to implement new CMS space standards which are intended to reduce the required occupied square footage at alternate site(s).
- D.1.1.3. Assess the State’s Chicago real estate portfolio to advise on consolidation options and final headcounts.
- D.1.1.4. Assist in drafting solicitations required for the JRTC Project, including evaluating and selecting a third-party Purchaser. This may include advising and drafting Request For Information (RFI), Request for Qualification (RFQ), Request For Proposal (RFP), and contract documents. Review questions received from potential respondents during the bidding process and providing written responses.
- D.1.1.5. Coordinate and attend meetings with State and its consultants related to all elements of the JRTC Project.
- D.1.1.6. Oversee the pre-development part of the JRTC Project, including but not limited to confirming project delivery options, finance structure and analysis for transactions, conducting market and real estate economics

STATE OF ILLINOIS SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

analysis, negotiating the sale of JRTC , consolidation of State owned and or leased properties related to the JRTC Project, coordination of surveys, advise and review appraisals, attending meetings with stakeholders and State's vendors, creating and updating project budgets, cashflow schedules and timelines, graphic presentation, document design and related activities with the JRTC Project.

D.1.1.7. Assist the State to assess existing headcounts and programs at JRTC. Survey the State's Chicago real estate portfolio for headcount, usage and efficiencies to propose consolidation options that can be included as part of the relocations. These services include program diagrammatic studies, space programming, potential color-block diagrams, phasing diagrams and preliminary cost estimating.

D.1.1.8. Maintain organized project files and creating progress reports, as needed (bi-weekly or monthly).

D.1.1.9. Update and present reports to senior leadership, when needed.

D.1.2. **Real Estate Advisory Services**

D.1.2.1. Analyze benchmark and supply market data to support real estate transactions.

D.1.2.2. Identify areas of inappropriate space utilization within current State portfolio and recommend ways to reduce leased space, increase leased space, reduce State-owned space, or increase of State-owned space.

D.1.2.3. Evaluate lease versus purchase options for select properties or land.

D.1.2.4. Assist the State in reviewing potential site alternatives for given property assignments.

D.1.2.5. Evaluate site alternatives and prepare a narrative analysis of each offer for alternative space.

D.1.2.6. Provide an economic analysis of all alternatives and options.

D.1.2.7. Assist with the plan and implement, as required, marketing for the JRTC Project.

D.1.2.8. Prepare maps and graphics for reports, including data from geographic information systems.

D.1.2.9. Advise and structure transactions for the sale of commercial real estate, including, but not limited to, negotiating sale, development, finance, and construction terms.

STATE OF ILLINOIS
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

- D.1.2.10. Conduct market and real estate economics analysis.
- D.1.2.11. Assist the State in identifying purchase opportunities within the Chicago market to meet State space requirements.
- D.1.2.12. Assist the State in negotiating competitive purchase terms.
- D.1.2.13. Provide efficient, sound and cost-effective advice, analysis and professional services needed to explore and evaluate several components.

D.1.3. **Financial Analysis**

- D.1.3.1. Analyze and advise the State on project delivery options related to the JRTC Project.
- D.1.3.2. Provide as-needed financial advice regarding market conditions and trends, credit and credit analysis, and third-party alternative financing.
- D.1.3.3. Present alternative strategies for managing the State's future obligations to achieve best value for the taxpayers.
- D.1.3.4. Develop and recommend finance structuring options, including the preparation of financial plans and analysis.
- D.1.3.5. Examine the cost structure of potential real estate transactions and analyze the cost and benefits related to the transaction.

D.1.4. **Other Services**

- D.1.4.1. Zoning and Municipal Negotiations
 - D.1.4.1.1. Obtaining rezoning, zoning variances, and other regulatory relief.
 - D.1.4.1.2. Assist State in devising strategy related to municipal negotiations.
 - D.1.4.1.3. Coordinate and attend meetings with State, City of Chicago and Chicago Transit Authority related to zoning, transit, easement, and utilities.
- D.1.4.2. Transaction Support
 - D.1.4.2.1. Provide legal advice and services related to final transaction(s).

STATE OF ILLINOIS
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

- D.1.4.3. Community Outreach
 - D.1.4.3.1. Assist and advise the State in organizing meetings to share strategies with residents and elected officials of affected neighborhoods.

- D.1.4.4. Provide other services necessary to position the State to successfully complete the JRTC Project.

**STATE OF ILLINOIS
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**

D.2. MILESTONES AND DELIVERABLES

State seeks to complete the JRTC Project as soon as possible. Offeror shall present an overall project timeline with critical milestones as part of its response and project approach. Please note that on April 5, 2019, Governor Pritzker signed Public Act 100-1184 that outlines the sale of JRTC and within two (2) years.

As part of the Offer, Offerors shall propose a timeline that meets objectives and outlines the critical milestones that are consistent with the State’s suggested critical milestones, which include the following:

DESCRIPTION	2019						2020						2021-2022
	June-July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun-Dec	Jan-Dec
State to Draft New Space Standards (completed)	2 Months												
Submit for JCAR for Space Standards (In-progress)		4 to 5 Months											
Issue an RFP and Select a PM		3 Months			Award								
Develop a Master Plan and Confirm Project Delivery Options					3 Months								
Confirm Financial Analysis for Project Delivery Options					3 Months								
Draft Agreement and Issue RFQ/RFP					3 to 4 Months								
Solicitation and Select a Developer/Purchaser							3 Months						
Award and Agreement								2 to 3 Months					
Zoning Change and CTA Meetings		8-10 Months											
Sale Transactions								Sale Transactions					
Identify Sites for Relocation and Confirm Project Delivery Options										Identify Sites/Confirm Options			
construction											Construction		
State Moves													State Moves

STATE OF ILLINOIS
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D.2.1. Prior to undertaking any billable work during any Contract period, there shall be a mutually agreed upon written Statement of Work for each stage of the project that shall contain at a minimum:

The scopes of work targeted for the project stage;

-) The services to be provided;
-) Names and titles of each project team member (including any subcontracting personnel) who will be performing services set forth in the SOW; titles in the SOW must match the titles in the pricing table in the resulting contract;
-) A not-to-exceed amount based upon the hourly rates and hours to complete the project stage;
-) Clear milestones;
-) Defined deliverables;
-) Explicit timelines for completion of those milestones and deliverables based upon the comprehensive timelines developed for the project;
-) A due date for completion of the project stage.

D.3. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS

The State will base its evaluation of Offers on the responses provided throughout this RFP and presentations. Please ensure that responses are submitted in the order in which they are provided in this RFP. Do not include marketing materials unless specifically requested under technical elements.

Do not include any pricing information, as this shall be submitted in a separately sealed Packet 2 envelope.

Offeror shall prepare a comprehensive proposal including an executive summary detailing how it intends to meet the State's requirements as outlined in this RFP. The proposal should be all-inclusive and focus on the following responsiveness elements.

D.3.1. **Minimum Mandatory Requirements for Senior Executive/Senior Project Manager(s):** Offeror shall provide a narrative response validating how the proposed project team members meet the minimum mandatory requirements. Offeror shall also provide the current resumes for the Senior Executive/Senior Project Manager(s) demonstrating a minimum of ten years' experience leading the development, successful negotiation and delivery of Public-Private Partnerships, financial analysis and Design-Build agreements for complex

STATE OF ILLINOIS

SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

infrastructure projects. Each resume should be up-to-date and include the individual's full name, educational background, certificates/licenses, and years of experience and employment history (in chronological order; most recent first).

- D.3.2. **Minimum Mandatory Requirements for other Key and Support Staff:** Offeror shall provide the resumes of other key and support staff demonstrating a minimum of five years of progressive experience that includes in-depth understanding and knowledge of technical requirements, project management, financial analysis, legal requirements, and procedures and processes in support of all procurement methodologies of complex infrastructure projects. Each resume should be up-to-date and include the individual's full name, educational background, certificates/licenses, and years of experience and employment history (in chronological order; most recent first).
- D.3.3. **Experience, Capabilities and Resources:** Offeror shall provide a detailed description of past projects of similar complexity demonstrating the knowledge and experience of the Offeror and Offeror's staff and/or subcontractors with alternative contracting methods and the delivery of successfully procured infrastructure and related projects.
- D.3.3.1. Describe your firm's experience, including: number of years of experience with alternative contracting methods and projects, and work experience related to: P3s, DB and innovation and evaluation of alternative technical concepts and working as the owner representative.
- D.3.3.2. Offeror will list all anticipated project team members, title, each individual's specific role and estimated time on the project.
- The Offeror shall also provide an organizational chart showing all professional and support staff to be used on a contract awarded from this RFP.
- D.3.3.3. Submit a staffing plan that clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract.
- D.3.4. **Ability and Methodology:** A successful Offeror should have a high level of understanding of the scope of services presented in this RFP. The Offeror shall describe in detail its understanding of the scope of services and what a successful outcome would entail. The Offeror will also be evaluated on their approach to achieving the goals of the project, the comprehensiveness and cohesiveness of the proposed approach, and the techniques to be used to best deliver services as described in the RFP.

**STATE OF ILLINOIS
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**

D.3.5. **Diversity and Inclusion:** The State places a high value on diversity and inclusion. A successful Offeror will employ a diverse workforce and will operate using policies that encourage and promote diversity and inclusion. Please include a detailed narrative that explains your firm’s policies and practices as it relates to diversity and inclusion.

Please complete the chart below demonstrating the diversity within your firm. Make sure and include all full time employees within one of the staff classifications.

Staff Classification	# of Staff	# of Minority Staff	Diversity %
Senior Executive			
Management			
Support			
TOTAL:			

D.4. SUBCONTRACTING

D.4.1. Subcontractors are allowed. A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract. If subcontractors are to be used, Offeror must identify subcontractors expected to receive \$50,000 or more annually under the contract in the Subcontractor Disclosure form found in Section 3 Part I.

D.4.2. Any subcontracts entered into prior to award of the contract are done at the sole risk of the Offeror and subcontractor(s).

Include Part D and related attachments in Packet 1

STATE OF ILLINOIS PRICING

SECTION 2.

E. PRICING

E.1. FORMAT OF PRICING

E.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 1 of this RFP. Offeror's price Offer shall serve as the basis for the compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror's entire Offer Non-Responsive and ineligible for award.

E.2. TYPE OF PRICING

The Illinois Office of the Comptroller requires the State to indicate whether the contract pricing is firm or estimated at the time it is submitted for obligation. Pricing pursuant to this contract is Firm.

E.3. EXPENSES ALLOWED

Expenses are not allowed.

E.4. DISCOUNT

The State may receive a [REDACTED] % discount for payment within [REDACTED] days of receipt of correct invoice. This discount will not be a factor in making the award.

E.5. TAXES

Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Offeror may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

**STATE OF ILLINOIS
PRICING**

E.6. OFFEROR'S PRICING OFFER

Attach additional pages if necessary.

E.6.1. Project Management Services Fee Structure (per above Section D.1.1)

<u>PM Services: Position/Title</u> (include <u>Subconsultant/Description</u>)	<u>Role</u>	<u>Hourly Rate</u>	<u>Estimated Total Hours on Project</u>	<u>Total Price</u>
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
Project Management Services TOTAL: \$-----				

**STATE OF ILLINOIS
PRICING**

E.6.2. **Real Estate Advisory Services Fee Structure** (Per above Section D.1.2, Real Estate Advisory):

Real Estate Advisory Services: <u>Position/Title</u> <u>(include</u> <u>Subconsultant/Description</u>	<u>Role</u>	<u>Hourly Rate</u>	<u>Estimated</u> <u>Total Hours</u> <u>on Project</u>	<u>Total Price</u>
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
Real Estate Advisory Services TOTAL: \$-----				

**STATE OF ILLINOIS
PRICING**

E.6.3. Financial Analysis Services Fee Structure (Per above Section D.1.3, Financial Analysis):

<u>Financial Advisory Services:</u> <u>Position/Title</u> <u>(include</u> <u>Subconsultant/Description</u>	<u>Role</u>	<u>Hourly Rate</u>	<u>Estimated</u> <u>Total Hours</u> <u>on Project</u>	<u>Total Price</u>
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
Financial Advisory Services TOTAL: \$-----				

**STATE OF ILLINOIS
PRICING**

E.6.4. Other Services Fee Structure (per above Section D.1.4, Other Services):

<u>Position/Title (include Subconsultant/Description)</u>	<u>Service Category & Role</u>	<u>Hourly Rate</u>	<u>Estimated Total Hours on Project</u>	<u>Total Price</u>
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
Other Services TOTAL: \$-----				

E.6.5. Summary Initial Term Total Pricing

Scope of Service	Total Hours on Project	Total Price
Project Management Services:		
Real Estate Advisory Services:		
Financial Advisory Services:		
Other Services:		
INITIAL TERM TOTALS:		
*Initial term total hours of project must equal 4,800		

STATE OF ILLINOIS PRICING

E.6.6. Renewal Compensation

Renewal Compensation: If the contract is renewed, renewal compensation shall be negotiated and agreed to by the State and vendor. The negotiated amount shall not exceed an increase of 5% of the original award inclusive of all renewals.

Include Section 2 Part E and related attachments in Packet 2

**STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS**

SECTION 3.

F. PROJECT MANAGEMENT AGREEMENT TERMS

The Project Management Agreement with the Awarded Offeror shall include the following terms, unless otherwise agreed to by the State and the Awarded Offer.

F.1. TERM AND TERMINATION:

F.1.1. **TERM OF THIS CONTRACT:** This contract has an initial term of three (3) years. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties. Vendor shall not begin billable work in furtherance of this contract prior to final execution of this contract except when permitted in writing and in advance by CMS.

F.1.2. **RENEWAL:** The State has the option to renew for the following term(s): up to five (5) years either individually or any combinations of years.

F.1.2.1. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

F.1.2.2. Any renewal of this contract is subject to the same terms and conditions as apply to the initial term of this contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option period specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. This contract may neither renew automatically nor renew solely at the Vendor's option.

F.1.3. **TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform this contract.

If Vendor fails to perform any material requirement of this contract to the State's satisfaction, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, then the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate this contract without additional written notice or (b) enforce the terms and conditions of this contract.

STATE OF ILLINOIS STANDARD TERMS AND CONDITIONS

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

- F.1.4. **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days' prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.
- F.1.5. **AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

F.2. PAYMENT TERMS AND CONDITIONS:

- F.2.1. **LATE PAYMENT:** Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 ILL. ADM. CODE 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- F.2.2. **EXPENSES:** The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of this contract is prior to execution.
- F.2.3. **PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with this contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

at 217-782-6206 or (<https://www2.illinois.gov/idol/Pages/default.aspx>) to ensure understanding of prevailing wage requirements.

F.2.4. **FEDERAL FUNDING:** This contract may be partially or totally funded with federal funds. If federal funds are expected to be used, then the percentage of the goods/services paid using federal funds and the total federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

F.2.5. **INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

F.2.5.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and federal tax exemption information.

F.2.5.2. Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to therein.

F.3. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

F.4. **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be used by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify CMS of the names and addresses that each new or replaced subcontractor will receive pursuant to the Contract.

F.5. **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

final payment under this contract or completion of the contract, and by the subcontractor(s) for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records.

- F.6. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- F.7. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- F.8. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days after the declaration.
- F.9. CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- F.10. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- F.11. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- F.12. INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the amount of \$1,000,000

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

per occurrence; and (c) Worker's Compensation insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

- F.13. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- F.14. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- F.15. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- F.16. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background checks.
- F.17. APPLICABLE LAW:**
- F.17.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- F.17.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- F.17.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- F.17.4. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- F.18. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of this contract,

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.

- F.19. CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract.
- F.20. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- F.21. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- F.22. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions, and attachments shall prevail.
- F.23. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- F.24. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

F.25. SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

F.26. WARRANTIES FOR SUPPLIES AND SERVICES

F.26.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorneys' fees and expenses arising from failure of the supplies to meet such warranties.

F.26.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.

F.26.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor the performance of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

F.27. REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

**STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS**

G. EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

█ agrees with the terms and conditions that will be included in the Contract, as set forth in the State of Illinois Request for Proposal (Reference Number: 20-416CMS-BOPM4-B-10140), including the standard terms and conditions, Agency supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Offeror, both Parties agree that all of the duties and obligations that the Offeror owes to Agency for the work performed shall be pursuant to the solicitation, resulting contract, and Offeror’s exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as “add,” “replace,” and/or “delete.”
	ADDITIONAL OFFEROR PROVISIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

By: █

Signed:

Position: █

Date: █

**STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS**

H. STATE SUPPLEMENTAL PROVISIONS

- Agency Definitions
- Required Federal Clauses, Certifications and Assurances
- American Recovery and Reinvestment Act of 2009 (ARRA) Requirements
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- Prevailing Wage 30 ILCS 500/25-60
- Agency Specific Terms and Conditions
- Other (describe)

**STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS**

I. SUBCONTRACTOR DISCLOSURE

- I.1.** If subcontracting is allowed by the Agency (see D.4.), then write “Yes” if subcontractors will be used or “No” if subcontractors will not be used. [REDACTED]

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

- I.2.** The maximum percentage of the goods or services that are the subject of this Offer and the resulting contract that may be subcontracted is N/A.

- I.3.** Please identify below subcontracts with an annual value of \$50,000 or more that will be used in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

Ñ Subcontractor Name: [REDACTED]

Anticipated/Estimated Amount to Be Paid: [REDACTED]

Address: [REDACTED]

Description of Work: [REDACTED]

Ñ Subcontractor Name: [REDACTED]

Anticipated/Estimated Amount to Be Paid: [REDACTED]

Address: [REDACTED]

Description of Work: [REDACTED]

If additional space is necessary to provide subcontractor information, please attach an additional page.

- I.4.** For the subcontractors identified above, the Offeror must provide each subcontractor’s Financial Disclosures and Conflicts of Interest to the State as these are incorporated as a material term of the contract.

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

- I.5.** If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Offeror is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Offeror must also provide a completed Forms B for the subcontractor.

STATE OF ILLINOIS REFERENCES

INSTRUCTIONS FOR OFFEROR

J. REFERENCES

The Offeror is solely responsible for obtaining up to three (3) fully completed reference questionnaires from clients for whom the Offeror has provided services substantially similar to the types proposed in this RFP, and for ensuring their delivery to the appropriate contact. To obtain and submit the completed reference questionnaires as required, follow the process detailed below.

- J.1. Referring Firm/Government Agency/University (name): [REDACTED]
Contact Person (name, email address, address, and phone): [REDACTED]
 - J.2. Referring Firm/Government Agency/University (name): [REDACTED]
Contact Person (name, email address, address, and phone): [REDACTED]
 - J.3. Referring Firm/Government Agency/University (name): [REDACTED]
Contact Person (name, email address, address, and phone): [REDACTED]
 - J.4. Customize the standard reference questionnaire by adding the Offeror's name, and make exact duplicates for completion by references.
 - J.5. Send the customized reference questionnaires to each client chosen to provide a reference along with a new standard #10 envelope, stamped and addressed with the label in Section A.8.2 of the RFP.
 - J.6. Instruct the person providing a reference for the Offeror to:
 - 6.1. Complete the reference questionnaire;
 - 6.2. Sign and date the completed reference questionnaire;
 - 6.3. Seal the completed, signed and dated reference questionnaire within the envelope provided;
 - 6.4. **Sign his or her name in ink across the sealed portion of the envelope;** and
 - 6.5. Send the sealed envelope containing the completed reference questionnaire directly to CMS Contract Compliance per the addressed envelope.
 - J.7. Upon receipt, all sealed reference envelopes will be placed within a larger envelope and stored until the prescribed Offer due date and time outlined in Section A.8.2 of the RFP.
 - J.8. Completion of the Client Reference Forms must comply with Section A.16 of the RFP and these instructions in order to be considered.
-

NOTES:

- The State will not accept late references or references submitted by any means other than that which is described above. Each reference questionnaire submitted must be completed as required.
- The State will not review more than three (3) references requested. References from government or private entities for projects related to similarly complex commercial real estate projects are preferred.
- These references may be contacted to verify Offeror's ability to perform the contract.
- The State reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of the contract.
- The State is under no obligation to clarify any reference information.

**STATE OF ILLINOIS
CLIENT REFERENCE FORMS**

This standard reference questionnaire must be completed by all clients providing a reference for the Offeror.

The Offeror is solely responsible for ensuring receipt by CMS as described below.

OFFEROR'S NAME:

TITLE OF RFP: **Technical and Project Management of JRTC Project**

DUE DATE & TIME: **Friday, October 4, 2019 @ 1:00 p.m. CST**

The Offeror specified above intends to submit a proposal to the State of Illinois in response to the referenced RFP.

As a part of this proposal, the Offeror's clients must provide a number of completed and sealed reference questionnaires (using this form). Each individual responding to this reference questionnaire is asked to follow these instructions:

- Complete this questionnaire (either using the form provided or an exact duplicate of this document);
- Sign and date the completed questionnaire;
- Seal the completed, signed, and dated questionnaire in the envelope provided by the Offeror;
- Sign in ink across the sealed portion of the envelope; and
- Return the sealed envelope containing the completed questionnaire by the due date and time indicated. **References received after this time will not be accepted for consideration.**

**Your response will be used as part of the Evaluation Process of Offeror's Proposal.
A maximum of 5 points are available based on your rating.**

Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named Offeror for Technical and Project Management for JRTC Project.

Client Information		
Organization Name (Client):	Organization Address:	
Person Providing the Reference:	Title:	
Phone Number:	Email Address:	
Reference Signature, Printed Name and Date:		
Signature	Printed Name	Date
(must be the same as the signature across the envelope seal)		

Questions

1) Are you a representative of a government or private entity that used the vendor for project management services related to a complex commercial real estate project?

Yes _____

No _____

For questions 2 - 6 please used this legend for purposes of assigning a rating for each question.

Average Rating = 5 – Strongly Agree/Very Positive

Average Rating = 4 – Agree/Positive

Average Rating = 3 – Neutral

Average Rating = 2 – Disagree/Negative

Average Rating = 1 – Strongly Disagree/Very Negative

2) Vendor displayed a keen understanding of the commercial real estate industry within the assigned market area. Rating: _____

3) Vendor provided open, timely communications and was responsive and flexible to your needs. Rating: _____

4) Vendor met established timelines and deliverables. Rating: _____

5) The quality of the deliverables and associated documentation was professionally presented and useful. Rating: _____

6) How would you rate your overall satisfaction with the services you received? Rating: _____