SPRINGFIELD OFFICE:
ILES PARK PLAZA
740 EAST ASH • 62703-3154
PHONE: 217/782-6046
FAX: 217/785-8222 • TTY: 888/261-2887
FRAUD HOTLINE: 1-855-217-1895

CHICAGO OFFICE:
MICHAEL A. BILANDIC BLDG. • SUITE S-900
160 NORTH LASALLE • 60601-3103
PHONE: 312/814-4000
FAX: 312/814-4006
FRAUD HOTLINE: 1-855-217-1895

(05/13)

OFFICE OF THE AUDITOR GENERAL
WILLIAM G. HOLLAND

PROCUREMENT OPPORTUNITY

TO: Proposal Manager

FROM: Roberta Pape, Chief Procurement Officer

DATE: May 14, 2013

SUBJECT: Request for Information and Solicitation for Offers for Real Property Lease — Solicitation No. A-1-13

The Office of the Auditor General (OAG) is requesting offers from responsible vendors to fill the State's needs as described in this solicitation.

Brief Description:

The Office of the Auditor General seeks approximately 36,000 square feet of Rentable Area to be used for Office occupancy in Springfield, Illinois. The location of the Offered Premises shall be within the following boundaries of Sangamon County, in the City of Springfield:

"The geographic, legal limits of the City of Springfield, State of Illinois."

A location on the opposite side of a navigable thoroughfare will be considered as if in the boundaries noted above. Proximity to the State Capitol Complex may be taken into consideration in evaluating offers.

Provide a minimum of 129 parking spaces including 5 accessible parking spaces.

The resulting contract with the awarded vendor shall have an initial term, subject to an early termination clause, of five (5) years. Subject to the maximum total term limitation, the OAG has the option to renew for up to an additional five (5) years. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed 10 years.

The solicitation itself consists of the following sections:

1) "Instructions for Submitting Offers." This part, beginning with this page, tells what you need to know and do when preparing and submitting the offer to us. It also tells how we will evaluate your offer.

2) "Solicitation Response Forms." This part shows the specifications, how the offer must be priced, contract terms and other requirements. In addition, you must provide information about your firm, including certain financial and conflict of interest disclosures. The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. You need not submit the Instruction pages with your offer. You should keep the Instructions and a copy of your offer (Solicitation Response Forms) for future reference.

Please read the entire solicitation package and submit an Offer in accordance with the instructions. Completion, including signature areas, and submission of the forms in the solicitation package will constitute your Offer. Do not submit the instructions pages with Offers. Offerors should keep the Instructions and a copy of their Offer for future reference.

Please adhere to Form and Content of Offer requirements or Offers may not be considered.

INSTRUCTIONS FOR SUBMITTING OFFERS

1.1 PROJECT TITLE / REFERENCE #: This Solicitation may be referred to as: Office Lease, A-1-13.

Note: For the purposes of this solicitation, the terms "Proposer," "Offeror," "Lessor," "Owner," "Vendor," and "Seller" may be used interchangeably, unless otherwise expressly set forth herein. Likewise, the terms "State," "Office of the Auditor General," "Auditor General" and "OAG" may be used interchangeably, unless otherwise expressly set forth herein.

1.2 SUMMARY DESCRIPTION:
The Office of the Auditor General is seeking offers for providing approximately 36,000 square feet of office space within the boundaries of the city of Springfield, Illinois.

1.3 OFFER DUE DATE, TIME AND SUBMISSION LOCATION: **Due Date:** June 18, 2013
Time: 3:30 p.m.

DELIVER OFFERS TO:

Office of the Auditor General
Attn.: Roberta Pape, CPO
740 E. Ash St.
Springfield, IL 62703

LABEL OUTSIDE OF ENVELOPE/CONTAINER:

"Sealed Offer - Do Not Open"
Office of the Auditor General
Attn.: Roberta Pape, CPO
Ref. #: Office Lease, A-1-13
Due Date & Time: Tuesday, June 18, 2013, 3:30 p.m.

We will open offers at the due date, time and delivery location. At the opening, only the names of parties submitting proposals will be made available to the public. Prior to the due date, you may mail or hand-deliver offers, modifications, and withdrawals. We do not allow e-mail, fax, or other electronic submissions. We must physically receive submissions as specified; it is not sufficient to show you mailed or commenced delivery before the due date and time. We will not consider offers, modifications or withdrawals received after the due date and time. All times are State of Illinois local times.

1.4 NUMBER OF COPIES: Submit a signed original and 3 copies of your offer in **a sealed container**. Label the container with the Reference # as instructed in Section 1.3 above.

1.5 OFFER Firm Time:

Your offer must remain firm for 120 days from opening.

1.6 SECURITY:

Offer Bond	$ N/A
Performance Bond	$ N/A

1.7 VENDOR CONFERENCE: x Yes ___ No
Mandatory Attendance: ____ Yes x No
Date and Time (CST): May 21, 2013, 1:30 p.m.
Location: 740 E. Ash St., Springfield IL 62703
Vendors are invited to walk through the leased premises currently occupied by the OAG. We are seeking leased office space of similar performance and spatial guidelines in proximity to the State Capitol Complex. Vendors may submit written questions to which the OAG will provide written responses. The questions, and our responses, will be posted on the Auditor General Bulletin. Only written responses to questions shall be binding.

1.8 SOLICITATION CONTACT:
Office of the Auditor General
Roberta Pape, Chief Procurement Officer
740 E. Ash St.

Springfield, IL 62703
(217) 782-6046
(888) 261-2887 (TTY)
(217) 785-8222 (Facsimile)
E-mail: rpape@auditor.illinois.gov

The individual listed above is the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. Direct or indirect contact with Office of the Auditor General personnel other than the Solicitation Contact may be grounds for elimination from the selection process. The Office of the Auditor General will not be held responsible for information provided to or by any person other than the Solicitation Contact.

Suspected errors should be immediately reported to the Solicitation Contact. All questions that pertain to this solicitation, other than those raised at any Offeror conference, must be submitted in written form to the Solicitation Contact within 14 days after the solicitation was posted to the Auditor General Bulletin. Questions received and Agency responses may be posted as an Addendum to the original solicitation on the Auditor General Bulletin; only these written answers to questions shall be binding on the State. Offerors are responsible for monitoring the Auditor General Bulletin.

1.9 PROTEST REVIEW:
Office of the Auditor General
Roberta Pape, Chief Procurement Officer
740 E. Ash St.
Springfield, IL 62703
(217) 782-6046
(888) 261-2887 (TTY)
(217) 785-8222 (Facsimile)

You may submit a written protest of our actions in accordance with the requirements of the Auditor General's procurement rule (44 Ill.Adm.Code 500.1330). We must physically receive the protest by the close of business no later than 14 days after you knew or should have known of the facts giving rise to the protest. You shall be deemed to have notice as of the date of publication in the Auditor General Bulletin, or earlier if you had earlier actual notice.

1.10 SMALL BUSINESS SET-ASIDE. Yes ____ No _X___. If "yes" is marked, you must be certified by the Small Business Set-Aside Program at the time Offers are due in order for us to evaluate your Offer. For complete requirements and to certify your business in the Small Business Set-Aside Program, visit http://www.sell2.illinois.gov/bep/Set_Aside.htm.

1.11 MINORITY, FEMALE AND PERSONS WITH DISABILITY GOALS. Yes ____ No _X___. The OAG encourages qualified businesses owned and controlled by minorities (MBE's), females (FBE's) or persons with disabilities (PBE's) to submit offers. If the proposed contractor or subcontractor is a qualified MBE, FBE or PBE, the offer should include a certification stating that the individuals meet this definition of ownership and control.

1.12 STATUTORY CITATIONS. This document contains statutory references that are designated with "**ILCS**." The official text can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version of the statutes can be viewed at http://www.ilga.gov/legislation/ilcs/ilcs.asp. The Auditor General's Procurement Rules (44 Ill. Adm. Code 500) are also applicable to this procurement and may be viewed at http://www.ilga.gov/commission/jcar/admincode/titles/html.

1.13 PROCUREMENT BULLETIN. We publish procurement information (including notices of procurement opportunities, notices of award, and updates) in the Auditor General's Procurement Bulletin (the "Auditor General Bulletin"). Vendors may view this information at the Auditor General's web site (http://www.auditor.illinois.gov). Procurement information may not be available in any other form or location. You are responsible for monitoring the Auditor General Bulletin; we cannot be held responsible if you fail to read notices posted on the Auditor General Bulletin or to receive e-mail notices.

1.14 AWARD. We will post a notice to the Auditor General Bulletin identifying the apparent awardee. The notice extends the Offer Firm Time until we sign a contract or determine not to sign a contract. We may accept or reject your Offer as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, we may reject your Offer and begin negotiations with another Vendor. Protested awards are not final and are subject to resolution of the protest.

1.15 PUBLIC INFORMATION. All offers become the property of the State and 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 you request in your Offer that we treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. We will not honor requests to exempt entire Offers. You must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, we will disclose the name of every Offeror, the substance of the Offer, and the price. If you request exempt treatment, you must submit an additional copy 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. For each provision, Offeror must identify the statutory basis under Illinois law and include 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. You agree the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. You warrant that such copying will not violate the rights of any third party.

1.16 RESERVATIONS. You must read and understand the solicitation and tailor your Offer and activities to ensure compliance. We reserve the right to amend the solicitation, to reject any or all offers in whole or in part, to reject individual offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to cancel this request for supplies and/or services at any time; to issue a new solicitation and accept new offers; and to waive minor defects. We may request a clarification, inspect your premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. We may request Best and Final Offers when appropriate. We will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions solely in the best interest of the State. This competitive process requires that you provide additional information and otherwise cooperate with us. If you do not comply with requests for information and cooperate, we may reject your 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 an Auditor General Bulletin notice does not entitle Offeror to a contract. We are not responsible for and will not pay any costs associated with the preparation and submission of your Offer. <u>If you are the awardee, you shall not commence, and will not be paid for, any billable work prior to the date all parties execute the contract</u>. **THIS SOLICITATION IS SUBJECT TO ERRORS, OMISSIONS, MODIFICATIONS, WITHDRAWAL OR CANCELLATION WITHOUT NOTICE.**

1.17 NON-DISCRIMINATION POLICY. In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State

of Illinois does not unlawfully discriminate in employment, contracts, or any other activity. If you need any special accommodation under the Americans with Disabilities Act (ADA), you must promptly notify the Solicitation Contact.

1.18 PUBLIC CONTRACTS NUMBER. Vendors with 15 or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights prior to the opening date. Please contact DHR at (312) 814-2431 or visit http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx for forms and details.

1.19 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. Please contact the Illinois Department of Revenue for information about tax credits. If you receive this tax credit you must report to the Office of the Auditor General and the Department of Central Management Services the number of individuals hired for whom you received tax credits. You must submit this information by August 31 of each year covering the previous 12 months (July - June) (30 ILCS 500/45-67 and 45-70; 35 ILCS 5/216, 5/217).

1.20 RELEASE OF CLAIMS. By submitting an Offer, the Vendor agrees that it will not bring any claim or cause of action against the Office of the Auditor General based on any misunderstanding concerning the information provided herein or concerning the Office of the Auditor General's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this solicitation.

1.21 GOVERNING LAW AND FORUM. Illinois law and rule govern this solicitation and any resulting contract. Vendors must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. We do not allow binding arbitration.

1.22 COMPLETION OF SOLICITATION RESPONSE FORMS. You must respond to all sections of each form including attachments, clearly show any "exceptions," complete, sign and return each of the forms as indicated. The solicitation forms show what we require in terms of specifications, contract terms and other requirements. It consists of the Vendor Transmittal letter and the attachments described below.

a) Vendor's Transmittal Letter. The Vendor's Transmittal Letter identifies the Vendor's responsible party and, together with attachments, constitutes the Vendor's binding offer. By signing on the line provided you are making an offer to perform in accordance with the terms and conditions found in each section of the solicitation as modified by any exceptions properly noted. The OAG may accept your offer as submitted or may propose a counter-offer. It may be necessary to make modifications to the forms after award, or as a condition to award, to accurately reflect the final understanding of the Parties. You will need to complete the Vendor signature area. You must have an authorized person sign the form and complete the remaining blanks.

b) Agency Programmed Requirements. In this attachment we tell what we want you to provide. The Agency Programmed Requirements consist of: General Requirements; Building Program Requirements; and Tenant Space Requirements. This attachment also includes Exhibits Z, Z-1 and Z-2 which are schematics of our current leased premises and reflect our spatial requirements and desired configuration. Your offer must incorporate the Agency Programmed Requirements and tell us how you will meet the stated requirements.

c) Attachment A-1, Plan of Premises. Offeror must provide a plan of the premises meeting the Agency Programmed Requirements. If your Offer is approved, Attachment A-1 will become part of any resulting lease contract.

d) Attachment A-2, Plan of Parking Areas. Offeror must provide a plan of parking areas meeting the Agency Programmed Requirements. If your Offer is approved, Attachment A-2 will become part of any resulting lease contract.

e) Attachment B, Improvements. Offeror must detail, in accordance with the Agency Programmed Requirements, any improvements to be undertaken to the leased premises, including a schedule of construction progress indicating the steps to be undertaken and the anticipated completion dates. **This schedule must provide for substantial completion of the leased premises no later than two weeks prior to October 31, 2013.**

f) Pricing. Offeror must complete Attachment C – Pricing/Rent Schedule indicating your base rental rate per square foot offer and any additional costs, per square foot, for any additional offered services.

g) Required Forms. Offeror must complete and submit and/or submit the following forms. Failure to provide a required form may result in your Offer not being given consideration. If your Offer is accepted, completed forms will be made a part of any resulting lease agreement:

1) Evidence of Authorization to Transact Business in Illinois: If the Offeror is a legal entity it must be authorized to do business in Illinois at the time the Offer is submitted. Evidence of such authorization includes a Certificate of Good Standing issued by the Illinois Secretary of State's Department of Business Services. Please include a copy of the Certificate of Good Standing with the Offer. See Attachment D for more information.

2) Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return Attachment E – Illinois Department of Human Rights Public Contract Number.

3) Subcontractor Disclosure: If Offeror's Offer includes any subcontractors, Offeror shall complete Attachment F – Disclosure of Subcontractors.

4) Standard Certifications: Offeror shall complete Attachment G – Standard Certifications.

5) Financial Disclosures and Conflicts of Interest: Offeror shall complete Attachment H – Financial Disclosures and Conflicts of Interest Form.

6) Taxpayer Identification Number: Offeror shall complete Attachment I – Taxpayer Identification Number Certification.

7) Business and Directory Information: Offeror shall complete Attachment J – Business and Directory Information.

8) Real Estate Disclosure Statement: Offeror shall complete Attachment K – Real Estate Disclosure Statement.

9) Land Trust Beneficial Interest Disclosure Application: Offeror shall complete Attachment L – Land Trust Beneficial Interest Disclosure Application. Where the fee simple record title holder is not a Land Trust, mark the attachment "Not Applicable."

10) Site Control Documents: Offeror shall submit evidence of site control (Deed, Title Policy, Trust Agreement, etc.). A tax bill IS NOT a sufficient document.

11) Location Map of Premises: Offeror shall provide a map denoting the location of the premises offered for lease to the OAG.

h) References. Offeror shall complete Attachment M.

i) Basic Lease Agreement. Attachment N consists of the basic form of legal agreement and includes Attachment O (Janitorial Services/Integrated Pest Management), Attachment P (Purchase Option/Sales Contract), and Attachment Q (Agreement of Subordination, Non-Disturbance, and Attornment), if applicable. This form must be returned as a part of your Offer as an acknowledgement of your acceptance of the terms and conditions contained in Attachment N unless you take exceptions and we approve your exceptions.

j) Vendor Provided Additional Material and Exceptions. This is where you provide any additional material that you want us to consider in the evaluation process and any exceptions to the terms and conditions of the solicitation. If you are taking any exceptions, this is where you must provide the detail of the exceptions.

k) Lease Abstract - Offer Review Form. This document requires you to provide summary details about your offer.

1.23 CRITERIA FOR EVALUATION AND AWARD.

The Office of the Auditor General is not obligated to award a contract pursuant to this solicitation. If the OAG issues an award, the award will be made to the Responsible and Responsive Offeror whose Offer best meets the specified criteria, unless otherwise permitted by the law, rule or regulation. However, if the OAG does not consider the price to be fair and reasonable and negotiations fail to result in an acceptable price, the OAG reserves the right to cancel the award and take appropriate action to meet our needs. The OAG 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 OAG will post a notice to the Auditor General Bulletin indentifying the apparent best offer.

a) Evaluation

We evaluate three categories of information: responsiveness, responsibility and price. We will consider the information provided and the quality of that information when evaluating the vendor's offer. If we find a failure or deficiency, we may reject an offer or reflect the failure or deficiency in the evaluation.

1) Responsiveness: A responsive Offeror is one who submits an Offer that conforms in all material respects to the Request for Information and Solicitation for Offers for Real Property Lease — Solicitation No. A-1-13 (Solicitation), and includes **all required** forms.

The Office of the Auditor General will determine whether the Offer complies with the instructions for submitting Offers and meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet our needs may be accepted or corrections allowed. If no Offeror meets a particular requirement, the Office of the Auditor General may waive that requirement. The OAG may require that an Offeror correct deficiencies as a condition of further evaluation.

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 OAG will determine whether the Offeror is a "Responsible" Offeror – an Offeror with whom the State can or should do business.

A "prohibited Offeror" includes a person assisting an OAG employee, who by the nature of his or her duties has the authority to participate personally and substantially in the decision to award the contract, by reviewing, drafting, directing or preparing an invitation for bids, request for proposal, or request for information or providing similar assistance except as part of a publicly issued opportunity to review drafts of all or part of those documents.

Other factors that the State may evaluate to determine Responsibility include, but are not limited to whether the Offeror: has appropriate financial, material, equipment, facility and personnel resources and expertise (or the ability to obtain them) necessary to indicate capability to meet all contractual requirements; is able to comply with required or proposed delivery or performance schedules; has a satisfactory record of performance; has a satisfactory record of integrity and business ethics; is a legal entity authorized to do business in Illinois prior to submitting the bid, offer or proposal and is qualified legally to contract with the State; has supplied all necessary information, including certifications and conflict of interest disclosures; has a current Public Contracts number from the Illinois Department of Human Rights, if applicable; pays prevailing wages, if required by law; and is current in payment of all State of Illinois taxes. An Offeror that has an unsatisfied delinquent debt with the State, as reflected in the Comptroller's Offset System, may be found to be non-responsible. A finding of non-responsibility does not relieve any Offeror from satisfying any debt owed to the State.

Awarded Offerors must at all times have financial resources sufficient, in the opinion of the OAG, to ensure performance of the contract and must provide proof upon request. The OAG may require a performance bond if, in the opinion of the OAG, it ensures performance of the Contract. The OAG may terminate the Contract, consistent with the termination for cause provision of the Contract, if the Offeror lacks the financial resources to perform under the Contract. The OAG may require that an Offeror correct deficiencies as a condition of further evaluation.

b) <u>Selection of Vendor</u>

The Office of the Auditor General may award to the Responsive/Responsible Vendor whose Offer best meets the stated criteria.

1) The OAG will conduct a preliminary review of the Offer to assess compliance with submittal requirements, sufficiency and completeness of information offered, and any proposed exceptions to the requirements of the Solicitation.

2) The OAG may conduct discussions with Offerors to further clarify the OAG's needs or obtain further information on responses.

3) The OAG will estimate additional operating costs not included in rental payments (for anything other than gross leases) to determine the Total Cost of Occupancy (TCO) of the proposed lease based upon historical, comparable and projected costs, as appropriate. The OAG may consider estimated costs for relocation in determining TCO.

4) The OAG will prepare a comparative review of the ten-year TCO of the Lease, as offered or estimated, including relocation costs (if applicable).

5) The Offers will be ranked in order of apparent lowest to highest TCO for further review and evaluation by the OAG.

6) The OAG will perform a site evaluation for the top ranked Offers to determine the suitability of each site for the intended use as stated in the Solicitation. The OAG may elect to contract professional services to perform the evaluation of site suitability and make an independent recommendation or ranking of sites most suitable for the intended use.

7) Negotiations, Counter-Offers and Best and Final Offers may be necessary at this or any later stage of the evaluation process.

8) Upon determination that an Offer is in the State's best interest, the Offer will be submitted for Legal Review to determine acceptability of terms and conditions and sufficiency of contract.

9) Where Legal Review determines deficiencies in the Offer or insufficiency of contract, further evaluation of acceptability of the Offer will be determined. Where deficiencies are determined to be curable without compromising the procurement process, or where insufficiencies may be curable with due diligence in a reasonable time without compromising the procurement process, the Offer will remain viable.

10) Where Legal Review determines the deficiencies in the Offer are not curable without compromising the procurement process, or where insufficiency of contract is not curable with due diligence in a reasonable time without compromising the procurement process, the Offer will be declared non-responsive. In the event of a declaration of non-responsive Offer, the next Offer representing the State's best interest may be selected for Legal Review.

11) Notice of the Offer selected for award will be posted in the Auditor General Bulletin (as a Notice of Award) and written notice may also be issued. This notice will extend the Offer Firm Time, if necessary, until a Lease is executed or a determination is made the Offer is no longer acceptable to the OAG. Receipt or posting of a Notice of Award is not equivalent to a contract with the OAG. Protested awards are subject to resolution of the protest.

Offerors must be prepared for the OAG to accept the Offer as submitted, but negotiations may be deemed necessary or desirable, at the OAG's sole option. If negotiations do not result in an acceptable agreement, the OAG may reject the Offer or revoke the award and select another Offeror. The Lease is not effective until is it approved and signed by an authorized official of the OAG and of the Lessor. All decisions on compliance with requirements, evaluation of offers, and the terms and conditions of the lease shall be made solely at the OAG's discretion to favor the interest of the State.

END OF INSTRUCTIONS

SOLICITATION RESPONSE FORMS

VENDOR'S TRANSMITTAL LETTER TO OAG
(Vendor Letterhead)

Address
(use the address as shown on the Instructions for Submitting Offers)

Re:
(insert Reference #)

Dear :
(insert name of OAG Solicitation Contact)

We have reviewed the solicitation, agency programmed requirements and real estate contract. We have taken into account any and all addenda in making this offer. Please consider this letter with the following attachments:

Agency Programmed Requirements
Attachment A-1, Plan of Premises
Attachment A-2, Plan of Parking Areas
Attachment B, Improvements
Attachment C, Pricing/Rent Schedule
Attachment D, Evidence of Authorization to Transact Business in Illinois
Attachment E, Department of Human Rights Public Contract Number
Attachment F, Disclosure of Subcontractors
Attachment G, Standard Certifications
Attachment H, Financial Disclosures and Conflicts of Interest
Attachment I, Taxpayer Identification Number Certification
Attachment J, Business and Directory Information
Attachment K, Real Estate Disclosure Statement
Attachment L, Land Trust Beneficial Interest Disclosure Application
Attachment M, References
Attachment N, Basic Lease Agreement
Attachment O, Janitorial Services/Integrated Pest Management (if applicable)
Attachment P, Purchase Option/Sales Contract (if applicable)
Attachment Q, Agreement of Subordination, Non-Disturbance, and Attornment (if applicable)
Attachment R, Design & Construction Documents Approval & Incorporation
Site Control Documents (Deed, Title Insurance Policy, Trust Agreement, etc.)
Location Map of Premises
Vendor Provided Additional Material and Exceptions
Lease Abstract - Offer Review Form

to be our offer to perform in full compliance with the Solicitation.

The contact person for purposes of responding to any inquiries you may have is:
(Give name, title, address, phone, fax and e-mail)

If we are selected for award, we understand that does not entitle us to a contract. We further understand the

award is conditioned on favorable resolution of any protests and to successful negotiation of terms and conditions including, but not limited to, price and any exceptions requested.

Sincerely,

_____
Vendor Name and DBA

_____
Signature of party authorized to bind the Vendor

_____
Printed Name

_____
Title

_____
Address

_____
Phone, Fax, E-mail

AGENCY PROGRAMMED REQUIREMENTS

The Agency Programmed Requirements (APR) consist of the following sections:

I. General Requirements
II. Building Program Requirements
III. Tenant Space Requirements

I. General Requirements

The Office of the Auditor General is seeking approximately 36,000 square feet of office space with a minimum of 129 parking spaces contiguous with the building or a parking structure or surface lot(s) in close proximity to the leased property, all within the boundaries of the City of Springfield, Illinois. Proximity to the State Capitol Complex may be taken into consideration in evaluating offers. **The leased premises must be available for occupancy no later than October 31, 2013.**

Exhibits Z, Z-1 and Z-2 to this document contain a schematic of our current leased premises and reflect our spatial requirements and desired configuration. Offerors are allowed to propose alternative configurations.

Any improvements to the premises must be done in conformity with the following **Building Program Requirements** and **Tenant Space Requirements**.

a. General Notations

The APR represents required procedural, performance and spatial guidelines. The requirements noted herein provide general guidelines to quality and standards required for the delivery of an interior and exterior environment conducive to the programs, services and activities conducted by the OAG. All requirements, as defined herein, shall be incorporated into the scope of work required to be performed by the Lessor for any tenant improvements. The OAG is under no obligation to accept exceptions or modifications to the APR suggested by the Offeror, and any exceptions or modifications will affect the evaluation and may result in rejection. Exceptions or modifications must be provided on the Vendor Provided Additional Material and Exceptions Form or must be in a substantially similar format.

Evaluation of Offers will require a review of the site and concurrence by the OAG on the extent to which the property reasonably meets the performance and spatial guidelines, or will meet the guidelines based upon proposed improvements detailed in the Offer. Unless specific exceptions to the performance and spatial guidelines are acceptable to the OAG as may be offered, this Agency Programmed Requirement document will serve as the definitive improvement exhibit to the Lease without regard to the scope of work required to deliver the space in accordance with all requirements noted herein. Determinations of meeting the performance and spatial guidelines set forth herein shall be made solely at the OAG's discretion to favor the interest of the State.

The Offeror is encouraged to submit as many offers as Offeror deems necessary to offer variations to the terms and conditions being proposed to the OAG for consideration. Terms for Improvements to the tenant space, for instance, may vary from proposing no change to the current space configuration, no change to the current space configuration but upgrades to all interior finishes, minor changes to the space configuration but substantially maintaining the current configuration, complete alteration of the current configuration using standard interior construction means and methods, complete alteration of the current configuration using sustainable interior construction means and methods, or a hybrid of the cited examples above.

The OAG reserves the right to reject any or all offers, to request and evaluate "best and final" offers, and to conduct negotiations with responsible and responsive Offerors to obtain the terms most favorable to the State. All decisions on compliance with requirements, evaluation of offers, and the terms and conditions of the lease shall be made solely at the OAG's discretion to favor the interest of the State.

b. Rentable Area Requirements

The programmed space requirement is for approximately 36,000 square feet of rentable office area. Area measurement for the purpose of calculating rentable areas shall be based on the *Area Measurement Rules*, as referenced in the Illinois Joint Committee on Administrative Rules, Administrative Code, Title 44, Subtitle D, Chapter I, Part 5000, Section 5000.310 Area Measurement.
(http://www.ilga.gov/commission/jcar/admincode/044/044050000C03100R.html).

All occupiable tenant space shall be located above grade level. Current zoning for the proposed site must be compatible with the OAG's intended use.

Rentable area shall be available for occupancy on or before October 31, 2013.

c. Leasing Term Requirements

The maximum term for a lease including renewals may not exceed ten (10) years. You must submit an Offer for a lease with an initial term of five (5) years, plus a renewal option of up to five (5) years. All leases are subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation sufficient to make payments under the terms of the lease.

Proposed leasing terms shall include provisions for the following services and utilities:

1. HVAC Power as required to supply heating, cooling and ventilation to maintain leased premises at or below 76 degrees Fahrenheit during cooling season and at or above 68 degrees Fahrenheit during heating season.

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

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

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

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

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

7. Elevator service where applicable.

8. Snow and ice removal for sidewalks and parking areas.

9. Maintenance of lawn and shrubs.

10. Parking and maintenance of parking areas to meet or exceed the needs of the OAG.

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

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

In addition, Offeror may propose providing any of the following services, costs related to which shall be presented individually on a per square foot basis on Attachment C – Pricing/Rent Schedule to allow the OAG to compare and determine the total cost of ownership. The OAG may, at its sole option, accept or reject Offeror's offer to perform some or all of these services and rental shall include only the base square foot rate plus the additional proposed or agreed rate for those services that are accepted by the OAG:

1. Cleaning service to keep Premises clean, healthful, and sightly, to include the provision of all required commodities, including but not limited to paper products. If the Offer includes janitorial services, Attachment O – Janitorial Services/Integrated Pest Management shall apply and be incorporated into any resulting Lease Contract.

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

3. Integrated Pest Management Services to ensure Premises are pest and rodent free. See Attachment O – Janitorial Services/Integrated Pest Management.

4. Service and maintenance of fire extinguishers.

5. Operation, maintenance and monitoring of security systems.

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

Offeror should specifically state in its Offer whether utilities are included in the base square foot rate offered in the Pricing/Rent Schedule attachment. If information about historical usage and cost of utilities for the proposed premises is available, Offeror must include that information in its Offer.

d. Purchase Option Requirements

Any lease in which the State of Illinois is the exclusive tenant in an entire free-standing building must contain an option to purchase exercisable by the State. See Attachment P for the Purchase Option/Sales Contract Form which shall be incorporated into any applicable Lease contract resulting from this solicitation.

e. Temporary and Permanent Improvements

Permanent Improvements: The OAG will not pay any permanent improvement costs incurred in making property appropriate for OAG use. Permanent improvements are defined as goods or services provided to meet basic occupancy requirements of habitability, building and health code compliance, and fitness for the general purpose intended. In general, permanent improvements are improvements that have a useful life exceeding the initial term of the lease, plus renewal, or more than ten years. Examples of permanent improvements include, but are not limited to: structural work; provision of basic heating and air conditioning units; utility services; restrooms and elevators; paving; and insulation. By contrast, temporary improvements generally have a useful life that is less than or equal to the initial term of the lease, plus renewal, or ten years or less.

Temporary Improvements: Temporary improvements are defined as goods and services provided to meet the specific physical needs of the agency occupying the leased space. Value of temporary improvements will generally be fully depreciated by the end of the lease. Examples of temporary improvements include painting,

carpeting, interior non-load bearing office partitions and provision of wiring, lighting, heating and cooling beyond minimal building standards to satisfy agency needs for electronic or scientific equipment or such other reasons. All temporary improvements paid for by Lessee become the property of Lessee and may be removed by Lessee at the end of the lease term.

The Offeror shall separately itemize the estimated cost of both permanent and temporary improvements (see Lease Abstract – Offer Review Form). Temporary improvements may be reflected as an add-on to the base square rental proposed by the Offeror (see Attachment C), subject to negotiation.

f. Special Notation

Where the terms and conditions of the executed lease to which this document is attached and incorporated by reference therein vary from the terms and conditions noted herein, the terms and conditions of the executed lease shall govern.

The OAG reserves the right to consult with local government officials and others to verify suitability of the site for the proposed use.

II. Building Program Requirements

DIVISION ONE - GENERAL REQUIREMENTS

General Allowance ($50,000)

A General Allowance in the amount of $50,000 shall be incorporated in the Project and shall be included in the rental cost proposed for this Project. The General Allowance shall only be utilized for additional work requested at the sole discretion and benefit of the OAG during any alteration, remodeling, renovation, or build-out of the space. Any additions to the work and associated cost shall be authorized by the OAG prior to commencement of the additional work in the form of a fully executed Allowance Authorization Form (see Attachment S). The OAG shall at its sole discretion determine the use of any unused portion of the General Allowance at the completion of the additional work. In no event shall the General Allowance be exceeded by additional work authorizations without the execution of an amendment to the Lease.

General Notes

The Building Program Requirements represent programmatic information necessary to design and construct the tenant space in accordance with the OAG's needs. As programmatic information, the requirements noted herein are not all inclusive, and are not a substitute for specifications or construction documents from which the tenant space will be constructed.

The Lessor shall issue, or cause to be issued, construction documents based upon the programmatic information provided herein with the OAG's input for design decision making. The OAG reserves the right to review and approve all design and construction documents and related drawings prior to beginning construction of the tenant build-out for general conformity with these Agency Programmed Requirements (Attachment B). Such approval will incorporate the construction documents into the lease as a portion of the improvement attachment (Attachment R, Design & Construction Documents Approval & Incorporation). Record drawings indicating the conditions of the tenant space upon occupancy, including location of walls, electrical devices, mechanical equipment and devices, and all major components of the facility, shall be provided to the OAG upon occupancy of the tenant space.

The Lessor shall provide the OAG with a construction schedule detailing the sequence of work by trade and probable dates of completion of work performed by each trade. The schedule shall also provide the expected completion date of all work. The Lessor shall be responsible for notifying the OAG of any changes to the schedule and date of completion. The construction schedule must meet the required occupancy date.

The Lessor shall provide all necessary Construction Documents, permits, certificates, and other documents as may be required for the purpose of any construction relating to this property in accordance with all governing federal, state and local codes, laws, regulations, standards and policies. In the absence of specific seismic design and construction standards in the local building code, the standards of the latest edition of the Uniform Building Code shall be met.

The Lessor shall conform to the requirements of the Illinois Architecture Practice Act of 1989 [225 ILCS 305] which requires an Illinois Licensed Architect complete the project and seal Construction Documents unless interior design services do not involve life safety or structural changes. Interior alterations which result in life safety or structural changes are subject to the requirements of the Act.

Occupancy & commencement of rent are contingent upon the receipt of a Certificate of Occupancy issued by the building permit issuing authority subsequent to the substantial completion of tenant

improvements, or a comparable document evidencing completion of tenant improvements in accordance with all relevant building codes, zoning and municipal ordinances issued by the building permit issuing authority acceptable to the State.

All construction must be done by mechanics or workers skilled in their respective trades, must be done in an acceptable manner, and must present an industry standard appearance acceptable to the OAG.

Prevailing wages shall be included in the contracts and advertised specifications to which any public body, as defined in the Prevailing Wage Act [820 ILCS 130], is a party, for the construction, reconstruction, maintenance and/or repair of public buildings or public works within the State of Illinois which requires or involves the employment of laborers, workers, mechanics and owner/operators. Minimum wages, overtime rate and fringe benefits certified by the Illinois Department of Labor shall be paid.

Furthermore, the scale of prevailing wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of work.

All work must comply with the Illinois Accessibility Code, Capital Development Board, April 1997, and the Environmental Barriers Act [410 ILCS 25]. All work must also comply with the Americans with Disabilities Act of 1990, as amended, and all regulations promulgated pursuant thereto by the U.S. Department of Justice.

DIVISION TWO - SITE WORK

Parking Lot

Provide a minimum of 129 parking spaces contiguous with the building or a parking structure or surface lot(s) of 129 parking spaces contiguous with the building or a parking structure or surface lot(s) in close proximity to the leased property. Parking areas shall be lighted and striped. Offeror shall identify the location of proposed parking in the quantity noted. Within the required number of parking spaces, provide 5 accessible parking spaces on an accessible route to the main building entrance.

The parking lot designated for this building is to be completely paved by asphaltic cement, concrete or approved equal. Paving is to be done in a manner that will provide efficient drainage.

Sustainable Site Improvements

Site utilities, building services and connections shall be in conformance with standards of the local, municipal building code.

Site lighting shall provide at least minimum illumination of the parking area, building access routes and entrances and shall be designed to avoid light pollution.

Sustainable Site Landscaping

Landscaping shall conform to the standard prescribed by the municipality, or in absence of local standards, shall conform to acceptable standards of adjacent properties as determined by the OAG.

In leases where the OAG occupies first floor tenant space, an entire freestanding building, or other location where landscaping is integral with the design of OAG's occupancy, the site shall be landscaped for low maintenance and water conservation with native plant species and non-invasive varieties of non-native species adapted to the local growing conditions.

Sustainable Landscape Management Practice

Landscape management practices shall prevent pollution by avoiding or minimizing the need for chemical fertilizers and pesticides, prohibiting the use of 2, 4-D and organophosphates, while promoting the use of composting and recycling of biomass wastes.

Sustainable Site and Landscaping Products

To the maximum extent feasible, products used for exterior applications such as wheel stops, benches, tables, planters and so forth, shall be products manufactured fully from recycled materials or containing a substantial recycled content. For information on landscaping products with recycled content, see EPA's Comprehensive Procurement Guidelines for landscaping products at www.epa.gov/cpg/products.htm.

DIVISION THREE - CONCRETE

Concrete construction shall conform to the standards of the prevailing, local building code. New and existing structural concrete shall be determined to have structural integrity by a licensed structural engineer.

DIVISION FOUR - MASONRY

Masonry construction shall conform to the standards of the prevailing, local building code. New and existing structural masonry shall be determined to have structural integrity by a licensed structural engineer. Masonry shall be cleaned, waterproofed and free from structural cracking.

DIVISION FIVE - METALS

Steel and other metal construction shall conform to the standards of the prevailing, local building code. New and existing structural steel shall be determined to have structural integrity by a licensed structural engineer.

DIVISION SIX - WOOD AND PLASTICS

Chair Rail

Install hard wood chair rail with durable, washable textile fabric wallcovering wainscot on walls noted in the Tenant Space Requirements. Top of chair rail to be 32" from floor.

Sustainable Millwork

All base and wall cabinets are to be finished wood grain or plastic laminate as selected by the OAG. Recovered wood doors and cabinets are acceptable for use following refinishing. Free-standing cabinets are to be finished on all four (4) sides.

Countertops and 4" high backsplashes are to be fully wrapped in plastic laminate finish. Height of all new counters shall not exceed 34" above the finish floor.

Fiberboards that contain formaldehyde-free glues are recommended for use as backing materials for countertops. Such materials may be finished in plastic laminate only on exposed surfaces.

In restrooms containing more than one lavatory, install drop-in lavatories in plastic laminate countertops with 4" high matching backsplashes. Top of countertop to be no higher than 34" above the finish floor.

Provide 30” wide x 29” high x 19” deep clear open area below counters for wheelchair users.

Sustainable Wood Products

In all new installation of wood products, to the maximum extent feasible, use independently certified forest products grown in proximity to the lease location to reduce the environmental impact of transportation and to promote renewable practices in forest management. For information on certified wood products, see the Forest Stewardship Council at https://fsc.org or the American Tree Farm System Certification at www.treefarmsystem.org.

New wood products incorporated into the tenant improvement work shall not contain wood from endangered species as listed by the Convention on International Trade and Endangered Species (CITES). See www.cites.org.

Particle board, strawboard and plywood materials shall comply with HUD Standards for VOC emissions (particle board: 0.2 ppm of formaldehyde, plywood: 0.3 ppm of formaldehyde).

DIVISION SEVEN - THERMAL AND MOISTURE PROTECTION

ENERGY STAR Energy-Efficiency Requirements

Properties to be newly constructed, renovated, altered or remodeled as a condition of leasing space to the State of Illinois, where the State is the sole tenant of 95% or more of the building, will be designed to achieve an EPA rating of 75 or higher. The Lessor’s professional service provider will file a Statement of Energy Design Intent generated from Target Finder, with the USEPA for any such occupancy if the building is one of the space types handled by EPA’s energy performance rating system. ENERGY STAR Building Certification shall be achieved within 14 months of reaching 95% occupancy if the building is one of the space types handled by EPA’s energy performance rating system.

Properties to be newly constructed, renovated, altered or remodeled as a condition of leasing space to the State of Illinois, where the State is NOT the sole tenant of 95% or more of the building, shall be designed using the same criteria as if to achieve an EPA rating of 75 or higher.

Any real property leased to the State, at a minimum, shall have the building’s annual energy use benchmarked (rated) against its peers using Portfolio Manager at http://www.energystar.index.cfm?c=evaluateperformance.bus_portfoliomanager within 14 months of reaching 95% occupancy of the leased property. The Lessor shall provide the rating where the Lessor provides for payment of utilities under the terms of the Lease. The Lessor agrees to provide information required to complete the rating process where the OAG provides payment of utilities.

Lessor shall provide annual energy consumption calculations and cost for all utilities (including natural gas, electricity and water) and provide meter and account numbers relating to the leased property for the OAG’s information.

Exterior walls are to have a cumulative thermal resistance value of R-19 when constructed new. For existing walls, the thermal resistance value shall be noted in the offer. Roofs or upper ceilings are to have a thermal resistance value of R-31.

Energy conservation measures are to be provided in accordance with the prevailing, local building code where more stringent requirements are stated.

Insulation Products

No insulation in the tenant improvement work shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product. All insulation containing fibrous materials exposed to air flow (e.g. plenum applications) must be rated for that exposure or be encapsulated.

Unless a written waiver is granted by the OAG due to extreme economic hardship and lack of availability of sufficient product to particular locations, fiberglass batt insulation shall be certified as formaldehyde-free.

Sealants and Adhesives

All adhesives, including but not limited to adhesives for carpet, carpet tile, plastic laminate, wallcoverings, wood adhesives or sealants, shall have VOC content below 20 grams per liter (unless otherwise noted in this document) and meet the requirements of the manufacturer of the products adhered or sealed. All adhesives and sealants shall be formaldehyde-free and free from heavy metal content.

Exterior sealants shall have a 20-year guaranteed life expectancy.

Waterproof all subterranean walls.

All applied fireproofing materials on exposed structural members shall be certified as non-hazardous materials.

Roofing System

All new roof systems shall have a 20-year life expectancy and be guaranteed by the roofing manufacturer in writing. A shorter term life expectancy will be considered if the roofing manufacturer offers renewable guarantees on a minimum of 5-year terms. The roof/ceiling system shall have a minimum, cumulative thermal rating of R-31. For existing roofs, the remaining life expectancy and warranty period shall be noted in the offer.

For flat roofs directly above tenant space occupied by the OAG, a liquid membrane system shall be applied to the built-up roofing systems to reduce heat absorption comparable to ELMS 50 bio-based roofing product manufactured by Environmental Liquid Membrane System.

Exterior sealants shall have a 20-year guarantee.

Provide sprayed on fireproofing on exposed structural steel members or install ceiling assemblies to satisfy all applicable codes.

DIVISION EIGHT - DOORS AND WINDOWS

Doors & Frames

Where the main entrance to the tenant space is an exterior entrance to a building, install entrance doors with an accessible airlock vestibule at the main entrance.

All exits and access to exits, including corridors that may be used by the OAG or those entering the building to do business with the OAG shall comply with the requirements of the National Fire Protection Association Standards No. 101. Exit arrangements must be approved by the local building permit issuing authority. “Employees Only” and emergency exit doors to be equipped with door closers and panic hardware that allows for key operation from exterior and hand operation from interior to control traffic flow.

Interior building standard doors and frames shall be hollow metal door frames with 3’ wide, 1 3/4” thick, 6’-8” high solid core wood or hollow metal doors, or approved equal.

Doors to restrooms to be equipped with metal hand push plate on one side of door and metal hand pull on opposite side of door unless privacy lockset is required. Kick plates shall be provided on the entry doors to the restrooms.

Fire rated doors to be installed where required to meet all applicable codes. Any variations to be approved by the local building permit issuing authority.

Door Hardware

Main entrance doors, including each set of doors in series and Public Restroom doors, shall be equipped with an automatic door opener with push button operators on each side.

Exterior doors and interior doors where required by the local building code (for rated corridors) shall be equipped with conventional arm door closers (delay action) and shall open out of the building or space. Weatherstrip all exterior doors and provide an accessible threshold.

For interior doors and exterior doors where a keyed lockset is required, provide commercial grade door hardware with functions noted in the Tenant Space Requirements. Locksets to be Schlage Primus system or approved equal unless nature of existing building does not allow for such installation. Provide a master key system for all exterior and interior doors of the tenant space.

For all doors used for egress, provide commercial grade panic devices.

Provide accessible lever door handles throughout the facility.

DIVISION NINE - FINISHES

Sustainable Practices for Interior Wall Systems

Enclosing walls will be organized to conform with the module of a continuous ceiling grid to the maximum extent feasible. Enclosing walls will not extend above the ceiling line except where required by prevailing code, or to isolate space where indoor air quality conditions prevail.

Enclosing walls will not contain sound attenuation or insulation materials as a standard practice. Enclosing walls will not be full height where feasible to promote air circulation and light passage.

Enclosing walls will use transparent or translucent materials where economically feasible and appropriate given privacy considerations. Enclosing walls will not be used for lounge or break areas, kitchenettes, vending areas and similar spaces unless required by local building codes for fire safety reasons.

Use lockable storage cabinets in lieu of walled storage and supply areas to the maximum extent feasible.

Standard Construction Interior Wall Systems

Standard Construction techniques are only to be used in lieu of Sustainable Practices for Interior Wall Systems where economic feasibility can clearly demonstrate standard construction is more cost effective compared to the demolition and re-construction required to utilize Sustainable Practices for Interior Wall Systems.

Furnish and install building standard sound walls and partition walls having 3 5/8" metal studs at 16" O.C., 2" sound attenuation blankets and/or additional materials to achieve industry standard sound ratings (for sound walls), and appropriate gypsum wallboard thickness for sound, fire and moisture applications. Full height walls (to the structure above) as required for fire separation and building standard sound walls are to be constructed in accordance with the local, municipal building code. Alternative building standard sound wall systems must be approved by the OAG prior to commencement of tenant improvements.

All inside walls to be painted smooth drywall, painted masonry or approved equivalent. All pipes and mechanical lines are to be enclosed within wall construction.

All partitioning materials including core materials shall consist of noncombustible materials having a flame spread of 25 or less and a smoke development of 50 or less when testing in accordance with the American Society for Testing Materials (ASTM) Standard E-84, or current edition unless local building code requirements are more stringent.

Sustainable Carpeting including Backing & Adhesive Products

Where carpeting is installed during the initial tenant build-out or by subsequent amendment to the Lease, the building standard carpeting for this tenant area shall contain post-consumer recycled content and shall conform to the Carpet and Rug Institute/Indoor Air Quality (CRI/IAQ) Carpet Test Green Label Guidelines in accordance with the following requirements.

Definition of Post-Consumer Recycled Content:
Content derived from carpet products following their initial useful life, diverted from the waste stream, and through manufacturing processes, converted to form the contents, in whole or in part, of new products with useful lives to re-enter the commerce stream.

Post-consumer recycled content is expressed as a certain, consistent percentage of the total content of a product such as carpet, or percentage of the total content of a component of a product such as fibers or backing material. Recycled content expressed by statements such as "up to 60% recycled content" or "recycled content subject to availability" are not acceptable. Product recycled content must not vary in running line products. Recycled content products should have equal or better performance and cost no more than comparable virgin content products.

Definition of Post-Industrial Content:
Post-industrial content is a substance that, without a process change or other modification to incorporate it into a product with useful life, would enter the waste stream (for disposal) as a material without a useful life. Normal by-products in product manufacturing, which are normally reused within the original manufacturing process, or waste by-products that would not normally enter the waste stream do not constitute post-consumer or post-industrial recycled content per FTC guidelines 16 CFR section 260.7 (e) example 1.

Recycling Requirements:
Existing carpet products to be removed from the premises shall not enter the waste stream and, shall not be disposed of as landfill material or be incinerated for any purpose. Existing carpet products shall be 100% recycled back into carpet, or other new products with useful lives to re-enter the commerce stream, an infinite number of times. Recyclability of carpet products may include any active commercial process, which will return post-consumer (used) carpet to new carpet products or other new products with useful lives such as highway derivatives, automobile parts, and building construction materials.

New carpet products must meet FTC guidelines for recyclability and be 100% recyclable in a fully established, currently operational recycling program per 16 CRF section 260.7 (d). A claim of recyclability cannot be made

for a product or any portion of a product that is incinerated, even if incineration is used to produce heat and power (e.g. waste-to-energy) per FTC guidelines 16 CFR section 260.7 (d) example 3. Manufacturer to provide a statement signed by an officer of the company verifying that all environmental marketing claims are consistent with FTC's Guides for the Use of Environmental Marketing Claims, 16 CFR section 260.

Manufacturer must have a collection and recovery system for carpet products purchased under this agreement and a fully established, currently operational recycling program per FTC guides Section 260.7(d). Manufacturer must provide written guarantee that 100% of recovered products will be recycled and that no portion of the products will be landfilled or incinerated. Manufacturer must be able to recover and recycle materials compatible with products in its recycling program. Recycling process, collection, recovery and re-use of materials, must be available for viewing and verifiable by an independent, neutral, third-party organization. Claiming a product is recyclable based on future expectation of technology, equipment, process or availability of that product as feedstock is not acceptable. Manufacturer must have product take back / buyback program capable of providing customer with financial incentive to return carpet for recycling. Manufacturer to provide recyclable bags with shipment so that cardboard and plastic packaging can be collected and recycled.

Alternative Recycling Requirements:
To encourage the innovative development of 100% sustainable carpet products, and recognizing the harvesting of such products as an input resource will not occur until sufficient product has penetrated the market and exceeded its useful life, an alternative means of determining recycled content is appropriate. For the manufacturers of 100% sustainable carpet products where recycled content in the product comes from the consumer waste stream of that same product, where fiber is recycled into new face fiber and backing material is recycled into new backing material to sustain the product line, whether fed by waste from the same product line or carpet products outside that product line, the use of consumer waste stream materials as an energy input to the 100% sustainable carpet product shall be considered a recycled content where there is a documented 20% or more reduction in the non-renewable energy input to the sustainable carpet product resulting from the use of consumer waste stream materials when compared to 100% energy input from non-renewable energy sources. Manufacturer shall issue a recycling certificate stating the method used to calculate recycled content and the calculated non-renewable energy input savings as a percentage of total energy input at the time of completion of the 100% sustainable carpet product.

Broadloom: Tufted and Woven

Fiber/Yarn: Carpet material shall be 100% commercial filament nylon 6.0 or 6.6. The minimum denier per filament of fibers to be 18dpf. Fibers and yarns are to be first quality in accordance with normally accepted industry standard practices. Yarns must be of minimum 3-ply if air entangled or a minimum 2-ply if twisted yarns are used. Both methods are acceptable. Twisted yarns must be heatset to ensure resilience and durability. Non-heatset twisted yarns are not acceptable. Yarn size can vary from 2400 denier up to 6000 denier. Gauge and product type will dictate the sizes that manufacturers must use. Yarns will contain anti-stain and anti-soil treatments that meet minimum testing requirements of the industry.

Dye Methods: Acceptable dye methods include: Solution Dye, Yarn Dye, and a combination of both. Yarn Dye to include Skein Dye, and Space Dye systems.

Tufted Constructions: Acceptable products may range from 1/10 gauge to 1/13 gauge. This will ensure that dense commercial fabrics are utilized. Pile heights may vary from .125 inches to .230 inches and stitch rates are to be a minimum of 8.0 stitches per inch.

Woven Constructions: Acceptable products may range from 5 pitch to 10 pitch. This will ensure that dense commercial wovens are utilized. Pile heights may vary from .144 inches to .230 inches and row counts (stitches rates) are to be a minimum of 6.5 rows per inch.

Modular Products: Where carpet tiles are provided, cut by the die cut method only. Tufted construction modular products shall have a minimum face weight of 20 oz. per square yard with acceptable gauges from 1/10 to 1/13. Where woven modular products are provided, carpet material shall have a minimum face weight of 24 oz. per square yard with construction and yarn requirements as noted for "woven constructions". Stitch rates and row counts (woven only), should be in a range from 8.0 to 11.5, depending on the weight and the gauge of the specific product. Modular products to have broadloom coordinates to keep the areas where modular products are used to a minimum in lieu of less expensive broadloom products.

Warranty & Performance Criteria: Manufacturer to provide a written warranty environmental guarantee that 100% of carpeting returned to Manufacturer for recycling will be recycled and that no portion of the carpet will be landfilled or incinerated as a disposal method.

Warranties to be sole source responsibility of the Manufacturer. Second source warranties and warranties that involve parties other than the carpet manufacturers are unacceptable. If the product fails to perform as warranted when properly installed and maintained, the affected area will be repaired and/or replaced at the discretion of the Manufacturer. Chair pads must not be required for carpet warranty coverage.

Static: Acceptable Static Propensity for all products types should be less than or equal to the normally accepted commercial standard of 3.5 KV. Static protection must be permanent with a static control filament included in the fibers. Warranty period - Lifetime.

Loss of Backing Resiliency: Warranty period – Lifetime.
Wear, Delamination, Zippering & Edge Ravel: Warranty period – 15 years Lifetime.
Colorfastness, Stain Resistance, Soil Resistance: Warranty period – 10 years Lifetime.
Atmospheric Contaminants (Ozone, Nitrous Oxides, etc.) – Warranty period – 5 years Lifetime.
Tuft Bind – 15 lbs. minimum average.

Lessor shall furnish the OAG a copy of any and all warranties upon request. All warranties shall be transferable to the State of Illinois.

Recycled Content: To insure carpet is diverted from the waste stream including landfills for the production of the product, and the amount of virgin, non-renewable natural resources used in the product is reduced, carpet product shall have a minimum weighted average of 20% post-consumer recycled content. Recycled content must be reported as a percentage by weight of a specific component of the carpet product [e.g. face yarn or backing material] and by total weight of the product. Example: A 30 oz. face weight product with 6 oz. of post-consumer recycled content in the nylon face yarn would have 20% post-consumer recycled content for the face weight component and a lesser percentage for total weight of the product.

Product must carry a product label, or be accompanied by a letter from the manufacturer, certifying the percentage of post-consumer recycled content of a specific component of the carpet product and percentage of post-consumer recycled content by total weight of the carpet product. Manufacturer's claim of recycled content shall be substantiated by compliance with FTC Guidelines 16 CFR Part 260.7 (e).

Fly ash is not considered recycled content for the purposes herein.

Alternative Recycled Content: For the manufacturers of 100% sustainable carpet products where recycled content in the product comes from the consumer waste stream of that same product, where fiber is recycled into new face fiber and backing material is recycled into new backing material to sustain the product line, whether fed by waste from the same product line or carpet products outside that product line, the use of consumer waste

stream materials as an energy input to the 100% sustainable carpet product shall be considered a recycled content where there is a documented 20% or more reduction in the non-renewable energy input to the sustainable carpet product resulting from the use of consumer waste stream materials when compared to 100% energy input from non-renewable energy sources.

Manufacturer shall issue a recycling certificate stating the method used to calculate recycled content and the calculated non-renewable energy input savings as a percentage of total energy input at the time of completion of the 100% sustainable carpet product.

Indoor Air Quality (IAQ): Product, inclusive of floor covering adhesive, must meet Carpet and Rug Institute's (CRI) indoor air quality requirements. Environmental chamber testing per ASTM D5116. Emission Rates determined at 24 hours. Product, inclusive of adhesive system, must meet VOC Green Label/Green Label Plus program guidelines. The current criteria for the program are based on maximum emission factors as follows:

0.5 mg/sq. meter per hour of Total Volatile Organic Compound (TVOC);
0.05 mg/ sq. meter per hour of formaldehyde;
0.4 mg/sq. meter per hour of styrene; and
0.05 mg/sq. meter per hour of 4-Phenyl cyclohexene (4-PC)

Submit Indoor Air Quality test report showing CRI Green Label/Green Label Plus ID Number for carpet, inclusive of adhesive. If results for carpet testing are not inclusive of adhesive, submit separate IAQ test reports for carpet and adhesive. Product as installed to be securely attached to the floor in compliance with Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, Section 4.5.3. Floor preparation shall be in accordance manufacturer's written recommendation for specific floor system type.

Other Sustainable Flooring

Where noted in the Tenant Space Requirements, Lessor to provide resilient flooring. Green Building Practice recommended resilient flooring choices include cork, natural linoleum, recycled-content rubber or chlorine-free polymer resin tile. Colors to be chosen by the OAG.

Standard floor finish for Toilet Rooms shall be unglazed ceramic tile or recycled glass tile including ceramic cove base, bullnosing and other finish tiles. Colors to be chosen by the OAG.

Standard floor finish for Janitor Closets shall be resilient flooring or sealed concrete. Colors to be chosen by the OAG.

Furnish and install rubber or recycled-content rubber baseboard in all areas, except furnish and install ceramic base in ceramic wall and floor areas. Vinyl baseboard is not acceptable.

Walk-off Mats

All entryways to the building and to the tenant space when accessed directly from the exterior shall have sufficiently large walk-off mats to reduce dust, dirt and particulate matter from entering the tenant space. Where provided by the Lessor, regular cleaning services shall be included in the provision of walk-off mats.

Ceiling

Building standard ceilings shall be mineral and acoustical tile or lay in panels with texture or patterned surface with 2x2 or 2x4 mechanical grid system with exposed "T" bars or equal. Ceiling tiles or panels shall contain recycled content. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 and a minimum

Sound Transmission Class (STC) of 0.40 in all areas where sound walls are not used to isolate specific spaces from other spaces. Provide proper ceiling finish to achieve fire rating as required by the local building code. All pipes, drains, and ducts to be concealed in ceiling whenever possible to present a clean and unencumbered appearance.

Where noted, ceilings shall be plaster or gypsum wallboard (taped, sanded and painted).

General ceiling height should be at or above 9'-0", but not higher than 12'-0" from the floor to the lowest obstruction, including lighting fixtures [historic landmarks not included].

Lighting fixtures will be lay-in type for suspended acoustical ceiling applications and flush mounted fixtures of similar design for gypsum wallboard applications.

Flame spread for all ceilings, including any acoustical treatment shall consist of noncombustible materials having a flame spread of 25 or less and a smoke development of 50 or less, when tested in accordance with the American Society for Testing Materials Standard (ASTM) E-84, or current edition.

Sustainable Painting and Decorating

Paint for general interior and exterior applications shall be water-based, zero- or low-VOC latex paint and primer. Water-based paints shall not be formulated with aromatic hydrocarbons, formaldehyde, halogenated solvents, mercury or mercury compounds, or tinted with pigments of lead, cadmium, chromium VI, antimony and their oxides.

All new or existing permanent walls shall be painted prior to occupancy. All walls shall be prepared and painted with latex Polomyx paint in at least a four-color mix or lessee approved equal. Paint shall be a solvent-free, water-based, and non-VOC emitting paint. Preparation and application, including recommended primers and recommended number of coats for full coverage of previous finish, shall be completed in accordance with manufacturer's written recommendations.

If solvent-based paints are required for exterior use, the VOC levels shall not exceed 150 grams/liter. Solvent-based paints shall not be formulated with more than 1% aromatic hydrocarbons by weight.

Paint for door and window frames, steel doors, and other such building components shall have a minimum of two finish coats of paint unless stipulated otherwise.

The use of water-based stains and transparent finishes for the use of wood finishes shall be provided with less than 100 grams/liter for stain or transparent finishes.

Immediately after occupancy, Lessor will refinish marred walls during weekends, holidays or non-business hours subject to the approval of the OAG.

Color selections shall be made by the OAG.

Unless noted otherwise in the offer, Toilet Rooms shall have painted wall finish above unglazed ceramic tile or recycled glass tile finish.

Wallcoverings

No vinyl wallcoverings shall be used in the tenant space due to the off-gassing of toxic (chlorine) fumes when heat is applied or due to decomposition of material. In lieu of vinyl wallcoverings, use non-toxic textiles adhered with low-VOC adhesives.

Display Advertising

When the premises are for the exclusive use of the OAG, the air space above the premises shall not be used in any manner except as necessary for the operation and maintenance of the premises. No signboards or advertising of any nature shall be constructed on or over the premises without the written consent of the OAG.

Building Signage

Furnish and install outside sign on the building or lawn readable from 500' distance as follows:

State of Illinois
Office of the Auditor General

Furnish sign painter to letter employee entrances to read: **Employees Only**

Furnish sign painter to letter signage for the main entrance which should read as follows:

STATE OF ILLINOIS
[*state seal* **]**
OFFICE OF THE AUDITOR GENERAL

William G. Holland, Auditor General

HOURS
8:30 A.M. to 4:30 P.M.
Monday - Friday

For multi-story occupancies, the OAG's name and the location in the building shall be displayed in the main elevator lobby on the building directory.

Provide room designation signage for all Special Facilities Spaces conforming to the requirements for accessible signage including raised letters and Braille. Mount signage at 60" above the finish floor on the wall adjacent to the latch side of each door to Special Facilities Spaces.

DIVISION TEN - SPECIALTIES

General Note

See the Tenant Space Requirements for specialty items such as toilet accessories.

Provide Koala Bear Kare Baby Changing Stations (or approved equivalent) as noted in the Tenant Space Requirements. FDA approved high impact plastic, wall mounted unit to contain a safety strap and fold out from the wall with access on three sides for ease of diaper changing and disposal. Unit sized is 37" high, 21-1/2" wide with 6-1/2" closed extension and 34" horizontal extension when open. Place signage indicating availability of unit at each location on the access door or wall adjacent to access door.

Provide Koala Bear Child Protection Seats (or approved equivalent) as noted in the Tenant Space Requirements.

Units shall be mounted in stalls on building partition [not toilet partition] wall adjacent to water closet and be fully retractable when not in use. Place signage indicating availability of unit at each location on the access door or wall adjacent to access door.

DIVISION ELEVEN - EQUIPMENT

General Notes

Provide manufacturer's standard written warranties (transferable to the OAG upon occupancy) for all equipment construed as the personal property of the State.

Provide UL "recommended marking" on electrical components of purchased equipment.

Comply with the National Electrical Code and with NFPA-96 for exhaust system equipment.

Comply with all applicable health code requirements including requirements of the Illinois Department of Public Health.

All necessary electrical outlets as recommended by the manufacturer of purchased equipment shall be furnished.

DIVISION TWELVE - FURNISHINGS

General Note

Furnishings noted as "supplied by the OAG" in the Tenant Space Requirements will be purchased and installed by the OAG unless noted otherwise.

Window Treatment

All exterior and interior windows shall be equipped with window coverings. Blinds to be new narrow slat, horizontal metal alloy with plastic or baked-on finish, or approved equal. Colors to be selected by the OAG.

Systems Furniture Requirements

The Tenant Space Requirements section below enumerates work stations defined by Interior Office Systems to be furnished by the OAG (Herman Miller Modular Workstations) and installed by the OAG. The Lessor's professional service provider shall include the cost of configuring the work stations noted in the Tenant Space Requirements Section below during the design and construction document phase of the project with input from the OAG.

The Lessor shall include the cost of electrifying the Interior Office Systems in the cost of electrical work included in the proposed cost associated with the initial tenant build-out. Electrical outlets are not pre-wired in the Interior Office Systems panels, and feeds to the panel runs shall be sufficient to carry the load of each panel run as determined during the design phase by the Lessor's architect. No visible vertical obstructions shall be used as a method to delivery or distribute electrical feeds to the work stations (such as power poles) unless approved by the OAG.

Movable Wall System

Furnish and install movable, acoustical curtain wall system to divide Large Conference Room when noted in the Tenant Space Requirements. Provide minimum sound transmission coefficient, STC 50-55, for movable

acoustical curtain wall system to maintain privacy on each side of movable wall.

Where sustainable practices are used and demountable wall systems define interior space, movable wall system shall be compatible with the demountable wall system.

Metal Shelving

Furnish and install heavy duty metal shelving units anchored to the wall in the quantities noted in the Tenant Space Requirements. Shelving to be tan in color with adjustable shelving heights. Units to measure 30” deep in record storage rooms and 18” deep in other storage areas, and 72” high with adjustable shelves placed at 18” on center vertically.

DIVISION THIRTEEN - SPECIAL CONSTRUCTION

Exterior building features to include projected overhang at public and employee entrances.

DIVISION FOURTEEN - CONVEYING SYSTEMS

Vertical Circulation Systems

Provide all necessary accessible conveying systems to provide vertical accessibility throughout the facility and for access to facility entrance from exterior public areas where necessary.

All elevator cabs shall be equipped with an emergency telephone and the OAG shall be given a 24-hour emergency telephone number by the Lessor.

DIVISION FIFTEEN - MECHANICAL

Potable Water Supply

Furnish and install all necessary equipment for hot and cold potable water to meet the requirements noted in the Tenant Space Requirements section below.

Furnish and install electric water coolers as noted in the Tenant Space Requirements below.

Electric Water Coolers

Furnish and install electrical water coolers per the Illinois Plumbing Code. Provide cold water lines, waste and vent lines and electrical connections. Water fountains shall have an upfront spout and control. It shall be hand operated. Each water fountain must be in compliance with accessibility standards.

Solder and flux in joining potable water supply piping shall not contain more than 0.2 percent lead and domestic water pipe or pipe fittings shall not contain more than 8 percent lead.

Although the Illinois Plumbing Code allows bottled drinking water stations to substitute for drinking fountains, the OAG will not accept bottled water dispensers.

Toilet Facilities

Furnish and install all necessary plumbing fixtures as required by the Illinois Plumbing Code, American Standard, or equal.

Toilet partitions, when newly installed, shall be made from recovered materials or 100% recycled-content materials including plastic products. Colors to be chosen by the OAG. Provide one (1) coat hook on the inside face of each toilet partition door.

Provide automatic on-off infrared sensor activated faucets for all lavatories in all public Restrooms with .5 gallons per minute flow restrictors in accordance with ASME/ANSI A112.18.1M-2000 and the Illinois Plumbing Code.

Stainless steel shelves and plate glass mirrors shall be furnished and installed above each lavatory.

In all rest rooms, install commercial grade jumbo roll toilet tissue dispensers (universal for 9" jumbo roll bathroom tissue) and touch-less commercial grade electric hand dryers. Furnish all necessary toilet room accessories, including sanitary product dispensers in women's restrooms.

Furnish and install accessible raised letter and Braille signs to designate MEN and WOMEN toilets. Mount signage at 60" on the wall adjacent to the latch side of restroom doors.

Standard floor finish for Toilet Rooms shall be unglazed ceramic tile or recycled glass tile including ceramic cove base, bullnosing and other finish tiles. Colors to be chosen by the OAG.

Toilet Room wall finishes shall be unglazed ceramic tile or recycled glass tile to a height of 6'-0" above the floor with painted wall and ceiling finish above 6'-0".

Standard ceiling finish for Toilet Rooms shall be plaster or gypsum wallboard (taped, sanded and painted).

Install electric exhaust fans in each Toilet Room vented to outside of building.

Where the Lessor provides paper products for Janitorial Services, the Lessor shall select paper and paper products (i.e. bathroom tissue and paper towels) with recycled content.

Janitor Closets

In the janitor's closet install one (1) janitor sink with hot and cold water outlet. Floor basins are preferred.

Standard floor finish for Janitor Closets shall be resilient flooring.

Standard ceiling finish for Janitor Closets shall be plaster or gypsum wallboard (taped, sanded and painted).

Install shelves 24" on center between shelves and 24" deep along one wall of janitor closet.

Sustainable Practices for Heating, Cooling and Ventilation Systems (with Janitorial & Pest Control)

Uniform air distribution throughout the tenant space will take precedence over compartmentalization of interior space when interior space is newly planned or altered using Sustainable Practices noted herein. The uniform air distribution design should offer a flexible environment for the configuration or re-configuration of enclosed spaces. Typically, enclosed spaces will conform in size and configuration to the module of the uniform, continuous ceiling grid. Some enclosed spaces will require enclosure to the structure above, but the typical enclosed space will terminate at or below the continuous ceiling grid when interior space is newly planned or altered.

Furnish and install all necessary equipment to provide all tenant areas with heating and cooling control so as to achieve a 72° Fahrenheit temperature, plus or minus 4 degrees Fahrenheit. Said equipment to be designed so that outside fresh air is introduced in adequate quantity to maintain humidity of 35% to 55% of summer outside air conditions. Also see Indoor Air Quality below. All work to be performed in strict accord with all applicable local, state, and national codes.

Install programmable thermostats with covers and locks to protect them from damage and tampering. Thermostats shall have separate programming for heating and cooling modes with four weekday time settings and four weekend time settings for seven days per week capability. All HVAC equipment to be rated 85% or better efficiency except rooftop units shall be rated at 80% efficiency or better. Zoned HVAC systems are acceptable.

Areas having excessive heat gain or heat loss or affected by solar radiation at different times of the day shall be independently controlled so that the interior temperature conditions stipulated can be maintained without drafts and air-conditioning equipment noises. Areas containing heat generating equipment shall be designed to maintain a constant temperature of 67° F for optimal functioning of equipment. Walls, penetrations of walls for HVAC and other features of the enclosing walls shall be designed to isolate constant temperature rooms from other tempered spaces for most energy efficient manner of providing constant temperature. File Server Rooms shall have independent HVAC unit (zone) and controls to maintain constant temperature. Concealed package air conditioning equipment may be used to meet localized spot cooling of tenant special equipment.

Exhaust ventilation shall be provided as required for all areas noted in the Tenant Space Requirements. Provide separate heating, cooling and ventilation zones for large meeting areas such as Conference Rooms and rooms with internal cooling loads exceeding 5 tons. Heating, air-conditioning and ventilation facilities (including air changes per hour) shall be designed, installed and function as required by current standards and recommendations of the American Standard of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) and National Fire Protection Association (NFPA) Standards 90A and 91, except for the temperature variations indicated above.

HVAC Use During Construction

The permanent HVAC System may be used to move both supply and return air during the construction process only if the following conditions are met: (1) a complete air filtration system with 60 percent efficiency filters in installed and properly maintained; (2) no permanent diffusers are used; (3) no plenum-type return air system is employed; (4) the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and, (5) following the building “flush-out”, all duct systems are vacuumed with portable HEPA vacuums and documented clean in accordance with the National Air Duct Cleaners Association Specifications.

Ductwork Re-use and Cleaning

Any ductwork to be re-used and or to remain in place shall be cleaned and tested and demonstrated to be clean in accordance with the standards set forth by the National Air Duct Cleaners Association. Cleaning is to occur immediately prior to occupancy by the State to avoid contamination from construction dust and other airborne particulates.

Ductwork Insulation

All ductwork insulation must conform to the same insulation standards required in Division 7 herein.

Indoor Air Quality/Ventilation

Circulation of outside or recirculated filtered air per minute per occupant shall be in accordance with any and all current applicable standards including ASHRAE Standard 62, Ventilation for Acceptable Indoor Air Quality. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with ASHRAE Standard 62.

Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ASHRAE Standard 52. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.

The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and make a reasonable attempt to schedule construction, including interior finish replacement, outside normal business hours.

For leased space in excess of 25,000 square feet or where the OAG is required to pay utility costs, an automatic air or water economizer cycle must be provided to all air handling equipment. The tenant space shall have a fully functional building automation system (BAS) capable of control, regulation, and monitoring of all environmental conditioning equipment. The BAS shall be fully supported by a service and maintenance agreement.

The Lessor shall control contaminants at the source and/or operate the tenant space and building in such a manner that the carbon monoxide (CO) levels do not exceed 9 parts per million (ppm) time-weighted average (TWA); carbon dioxide (CO2) levels do not exceed 1000 ppm (TWA); and formaldehyde levels do not exceed 0.1 ppm (TWA) for office use.

The Lessor shall only apply insecticides, paints, glues, adhesives and heating, ventilating and air conditioning (HVAC) system cleaning compounds with highly volatile or irritating organic compounds outside working hours. Adequate ventilation shall be used during and after use of such compounds.

The Lessor shall provide the State with Materials Safety Data Sheets (MSDS) for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides and herbicides. The OAG reserves the right to review such products used by the Lessor with the OAG's leased space, common building areas and ventilation systems and zones serving the leased space, and the area above suspended ceilings and engineering space in the same ventilation zone as the lease space.

Janitorial Cleaning Products

The Lessor shall select, or cause to be selected, janitorial cleaning products and equipment that are packaged ecologically, considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable and fully biodegradable, and have little or no harsh chemicals and irritating fumes.

Integrated Pest Management Services

To minimize potential exposure to pesticides and rodenticides (except use in bait and trap stations) in the indoor environment, Integrated Pest Management practices shall be used in the tenant space. At a minimum, the Lessor shall provide the following services for Integrated Pest Management:

1) an initial inspection of the tenant space to identify problem areas, equipment, structural features and management practices that could contribute to pest infestations, and written recommendations to

reduce potential pest infestations;

2) written methods and procedures to assess pest population levels, monitoring stations and inspection schedules;
3) written description of site-specific pest control methods and least-hazardous methods to be used to respond to pest populations exceeding established thresholds including bait and trap stations;
4) written recommendations for maintenance and sanitation measures required to prevent future pest infestations;
5) written Notice, subject to Lessee approval, for the application of pesticides or other chemicals when necessary to control an existing pest infestation including delivery of Material Safety Data Sheets to Lessee; and,
6) the prohibition of routine scheduled spraying of chemical substances as a pest management practice.

Note: Step 4) will provide maintenance and sanitation measures that should be incorporated into janitorial requirements. See sample Janitorial Services/Integrated Pest Management, attached hereto as Attachment O.

Fire Alarm System [also see the Security System Requirements below]

When required by the applicable municipal building code, provide a fire alarm and automatic detection system with lockable fire alarm initiation devices and fire control panel. The Lessor is responsible for furnishing and installing a dedicated telephone line and any other necessary components for direct tie-in of the fire alarm system to the local Fire Station for response monitoring.

In cases where applicable municipal or prevailing building codes do not require a fire alarm and automatic detection system, but the building or structure is of such size, arrangement or occupancy that a fire may not itself provide adequate warning to occupants, Lessor shall furnish, install and maintain an operable employee alarm system that has a distinctive signal to warn employees of fire or other emergencies in compliance with section 1910.165 of OSHA as administered by the Illinois Department of Labor under the Health and Safety Act [820 ILCS 225] and Safety Inspection and Education Act [820 ILCS 220].

Signaling devices of any fire alarm system and/or employee alarm system shall be both visual and audible.

Fire Extinguishers

Furnish, install and maintain fire extinguishers as required and approved by the National Board of Fire Underwriters in accordance with rules promulgated by the Illinois Department of Labor pursuant to the Health and Safety Act [820 ILCS 225] and Safety Inspection and Education Act [820 ILCS 220]. Make all necessary adjustments and maintain the premises to conform to the laws, regulations and ordinance of the local, municipal building code.

DIVISION SIXTEEN - ELECTRICAL

Electrical & Telecommunications Requirements

Furnish and install a complete electrical system to provide the needs of the tenant areas and to conform to the local building code.

Provide general purpose electrical outlets, dedicated electrical outlets, telephone outlets and computer outlets (voice/data outlets) in accordance with the Tenant Space Requirements. A minimum of 4 general purpose electrical outlets shall be provided for each private office.

The provision of electrical outlets for each person should be based upon a minimum of 10 Amps per person with Personal Computers requiring 7 Amps each and printers requiring 10 Amps each.

Lessor to provide electrical feeds from building service entrances through Lessor designed and installed distribution networks including any and all conduit, cable trays, raceways, electrical and telecommunications closets, panel boards and so forth to any and all points within the tenant area to the final connections to the Interior Office Systems as determined during the design phase of the project by the Lessor's architect. The OAG's Interior Office Systems are not pre-wired for electrical service to panel outlets. The feeds to the panel systems may be located in walls where panels abut such walls or fed through a building code approved floor distribution system.

Electrical outlets are not pre-wired in the Interior Office Systems panels, and feeds to the panel runs shall be sufficient to carry the load of each panel run as determined during the design phase by the Lessor's architect.

The Lessor shall provide conduit, raceways, cable trays or other approved cable distribution system from building entrance locations to all patch panels in telecommunications closets to all wall or floor mounted voice/data outlets and to all locations for feeding Interior Office Systems panel voice/data outlets through the panel raceways. Voice and data wiring shall be placed in a single box unless otherwise noted as a separate computer outlet or telephone outlet. The OAG will contract separately for termination (pulling wires & installing face plates/outlet covers) of voice and data wiring/cabling.

Power poles may be used in open office areas with OAG approval.

Sustainable Natural Daylighting Practices

Natural daylighting will be preserved for the maximum portion of the interior office environment

Enclosed office space will not be located along perimeter window areas to the maximum extent feasible when planning new interior space or altering existing space.

Sustainable Building Standard Lighting Requirements

Uniform energy efficient lighting throughout the tenant space will take precedence over compartmentalization of interior spaces. The uniform interior lighting design should offer a flexible environment for the configuration or re-configuration of enclosed spaces.

General lighting levels shall be the minimum recommended lighting level for the function performed with task lighting to supplement where necessary.

Interior building standard lighting shall be energy efficient fluorescent, 2'x4' or 2'x2' lay-in fixtures. Existing lay-in fixtures are not required to be replaced where energy efficient lamps and ballasts may be retrofitted into the existing fixtures.

Energy efficient fixtures may incorporate reflectors and shall have a reduced number of lamps compared to standard four lamp fluorescent fixtures.

Fixtures shall be designed or retrofitted for use of energy-efficient lamps and energy-efficient ballasts.

Energy efficient lamps shall be 32-watt T-8 lamps. LED lighting technology may be proposed as an alternative.

Provide energy efficient, electronic ballasts with sound rating A, UL/CMB listed, low-energy, high-power factor type, Class P with internal capacitor protection.

Provide the illumination levels noted in the Tenant Space Requirements measured at thirty inches (30") above the floor height in staff work areas. For general office work, 50 f.c. shall be the minimum illumination level unless noted otherwise. For corridors, 20 f.c. shall be the minimum illumination level for corridors unless noted otherwise, and non-work areas shall have a minimum illumination level of 10 f.c.

Deep-cell lens shall be used in conjunction with energy-efficient fixtures as recommended by lighting fixture manufacturer except in areas with gypsum wallboard or plaster ceilings where prismatic lenses are acceptable.

Energy Star labeled compact fluorescent light bulbs as defined by the Energy Star Program of the United States Environmental Protection Agency may be used where noted in the Tenant Space Requirements, and must be used to replace any incandescent lamps within the Tenant Space.

Provide lighted exit signs as required by the local, municipal building code. Illuminated exit signs shall be Light Emitting Diodes (LED) type unless local, municipal building code will not accept such signs as comparable to standard (incandescent) lighted exit signs.

Used light bulbs shall be properly disposed at a certified hazardous waste recycling facility.

Special Lighting Control Requirements

Provide motion activated lighting sensors in all storage areas, conference/training rooms, Employee Break Rooms, restrooms and the File Server Room, including any and all LAN closets.

Emergency Lighting Requirements

Furnish and install twin bulb automatic emergency battery pack lights to meet all applicable codes and the Illinois Department of Labor regulations under the Health and Safety Act [820 ILCS 225] and Safety Inspection and Education Act [820 ILCS 220].

All light fixtures are to be maintained by the Lessor, including ballasts, unless noted otherwise in the offer.

Exterior & Parking Area Lighting

Exterior and Parking Areas, vehicle driveways, pedestrian walkways and building perimeter shall have a minimum illumination level of 1 foot-candle and be designed based on Illumination Engineering Society standards. Exterior illumination and indoor parking illumination shall be sufficient to accommodate security monitoring by closed circuit television cameras. Indoor parking areas shall have a minimum illumination level of 10 f.c.

Security System Requirements

The requirements for a Security System shall be one of the following three (3) options:

Option One: Provide a building guard and guard station/registration desk at the Main Lobby to the building to provide secure access to the floor(s) occupied by the OAG.

Option Two: Provide a Hirsch Keyless Entry System that manages access to all employee and public entry/exit points within the enclosed occupied space by the OAG. Provide secure walls to fully enclose the lobby and/or the elevator of the floor(s) occupied by the OAG. Provide security and access control on perimeter doors not attached to the Hirsch system by installing push bars with alarm hardware, doors shall be posted as "Emergency Exit Only". Provide all wire as required by the security system manufacturer to make the system fully

operational. Wiring requirements are 22/6 and 18/4 stranded, twisted, shielded in pairs. (This Security Option shall be provided IN ADDITION to the requirements in the Door Hardware Section of Division Eight – Doors and Windows AND specific requirements as noted in the Tenant Space Requirements.)

Option Three: The Lessor shall provide a complete and fully operational electronic security system to protect the leased property. This system shall protect only the property of the OAG, and not be combined with any other system in the building. The components of such alarm system shall be as follows:

The security system shall be provided by a central station alarm company that regularly engages in providing alarm monitoring services. The central station alarm company installation personnel shall be factory trained by the system manufacturer in the installation and service of the security system. The central station alarm company shall respond to calls for service of the system within four (4) hours after notification.

The central station alarm company shall provide an immediate response to the premises for all alarm trouble calls on this system. The central station alarm company shall immediately notify the local fire department for all alarms from a sprinkler system.

The security system shall provide monitoring for intrusion detection and fire alarm. The system shall include an electronic microprocessor based control panel, intrusion detecting devices, fire alarm monitoring and detecting devices, automatic notification of a central station monitoring company and local alarm siren.

The control panel shall be electronic, microprocessor based, non-volatile memory, have internal batteries and charger sized to provide 48 hours of system use with 20 minutes of alarm siren activation, and housed in a locking, tamper resistant steel enclosure. The electronic control shall be field programmable for the following function: transmit a fire alarm signal to the control station, transmit an intrusion alarm to the central station after an adjustable (up to 30 seconds) time delay to allow for disarming of the intrusion detection subsystem, 4-digit code to disarm the intrusion detection subsystem, transmit a “system disarmed” signal to the central station, 4-digit code to arm the intrusion detection subsystem, transmit a “system armed” signal to the central station, 4-digit code to indicate “duress or hostage” situation and to disarm the system, transmit a “duress” signal to the central station.

Whenever a fire alarm signal is registered or an intrusion signal is registered, an alarm siren shall sound to indicate the need to evacuate the premises. Whenever any part of this system malfunctions, a trouble bell shall sound, and a trouble signal shall be transmitted to the central station. Alarm and signal transmission to the central station shall be leased telephone line. As a backup to transmit alarm signals, provide a long range radio transmitter. Locate and mount the antenna in accordance with the central station company requirements.

Provide 10-digit key pads with red “armed” LED and green “disarmed” LED indicating lights. The key pads shall be used to arm, disarm, and enter the duress codes into the system. Provide two keypad stations, one at the employee entrance and one at the main entrance. The keypads shall be located within the protected space.

The intrusion detection subsystem shall consist of the following items:

- Magnetic door switches on each leaf of each exterior door. The door switches shall be recessed into the door frame and door whenever possible;
- Foil tape breakglass sensors shall be provided on all exterior windows and all windows in exterior doors;
- Infrared motion sensors shall be provided in every room that is 400 square feet and larger. The infrared motion sensors shall be located such that all aisles and corridors have full coverage and all other spaces have a minimum of 85% coverage.

The fire alarm subsystem shall consist of the following:

- Where a sprinkler system is installed, provide alarm monitoring of the water flow switch and trouble monitoring of the gate valve supervisory (tamper) switch;
- Where a sprinkler system is not installed, provide photoelectric type smoke detectors in each and every room. The smoke detectors shall meet and be installed in accordance with NFPA-72E requirements.

Provide one interior alarm siren with a minimum sound rating of 120dB at 10 feet. The siren shall alarm for all intrusion detection alarms and for the fire alarm.

Provide a 4-inch bell to indicate any trouble condition in this system. A bell silence switch shall be located inside the control panel. The trouble bell shall be located near the control panel and in a location that will be heard by the normal building occupants. Provide a nameplate at the bell "Security System - Trouble Alarm". Provide all wire and cable as required by the security system manufacturer to make the system fully operational. All wire and cable shall be installed in conduit or surface metal raceway. Open wiring is NOT permitted.

All wiring shall be installed in metal conduit concealed in the wall and above the ceiling. In rooms without ceilings, the conduit may be run exposed but must be fastened directly to the structure above. In walls where it is not possible to install the wiring concealed, the wiring may be installed in a two-piece surface metal raceway such as Wiremold Company #200 or #500. Each and every location where surface metal raceway is installed shall be approved in writing by the OAG.

The security system shall be installed in strict accordance with the security system manufacturer's written requirements.

System installation shall conform to all applicable requirements of the National Electrical Code as a minimum. System installation shall comply with all of the requirements of any and all local municipal codes and local building permit issuing authority requirements.

Uninterruptible Power Supply

Provide 1kVA Uninterruptible Power Supply with thirty-minute battery pack. Certain equipment is identified herein, but additional connections to the UPS may be required.

Uninterruptible Power Supply equipment including batteries will be isolated and shall be properly designed for the presence of hazardous materials.

Provide capability for remote systems monitoring for the UPS in addition to automatic and manual transfer to the uninterruptible power supply.

III. Tenant Space Requirements

Exhibit Z to this document contains a blueprint of our current leased premises and reflects our spatial requirements and desired configuration. **Exhibit Z-1** to this document contains a schematic of our current electrical and voice/data outlets. **Exhibit Z-2** to this document contains a layout of our current modular office systems. Offerors are allowed to propose alternative configurations.

Offerors are invited to a walk-through of our current leased premises as provided in Section 1.7 of the "Instructions for Submitting Offers." Hard copies of Exhibits Z, Z-1 and Z-2 are available upon request by contacting the Solicitation Contact identified in Section 1.8 of the "Instructions for Submitting Offers."

All proposals shall incorporate the requirements defined below.

All occupiable tenant space shall be located above grade level.

All voice wiring shall be Category 3 or higher.

All data wiring shall be Category 5E or higher.

1. **Private Offices** (see Exhibits Z & Z-1)

Private offices to be fully-enclosed and carpeted

Provide building standard finishes as defined in the Building Program Requirements

Provide building standard lighting at 50 f.c

Provide keyed lockset

Provide a minimum of four (4) duplex outlets and two (2) voice/data outlets to be wall mounted for each office

Executive Offices (rooms 164, 163, 160B, 159, 167, 169, 103, 113 on Exhibit Z)

Provide a minimum of six (6) duplex outlets and two (2) voice/data outlets to be wall mounted for each office
Provide a closet with doors & shelves in the following executive offices: Room 159 (6'4" wide, 2'4" deep); Room 162 (6'10" wide, 2' deep); Room 167 (6' 10" wide, 2' deep)

Room 160B provide built-in bookcase with cabinets underneath (6' wide, 2' deep)

Provide quality carpeting, cut pile, minimum gauge 1/10 (39.4/10cm)

Executive Office (room 166 on Exhibit Z)

Provide a minimum of six (6) duplex outlets and two (2) voice/data outlets to be wall mounted.

Provide quality carpeting, cut pile, minimum gauge 1/10 (39.4/10cm)

Provide a closet with doors with shelves (6’ 10” wide, 2’ deep), 2 wooden doors that open out

Executive Office (room 161 on Exhibit Z)

Provide a minimum of six (6) duplex outlets and two (2) voice/data outlets to be wall mounted

Provide four (4) sub-floor electrical outlets and four (4) sub-floor voice/data outlets

Provide quality carpeting, cut pile, minimum gauge 1/10 (39.4/10cm)

Provide wood finishes & chair rail

Provide quality wall paper

Provide built-in shelves on one wall (12’ 9 ½” wide, 2’ deep), that includes book shelves and cabinet space below with doors.

Provide a secretary/reception area with a separate door (room 162 on Exhibit Z)

Provide a closet with shelves & doors (6’ 10” wide, 2’ deep)) in secretary/reception area (room 162 on Exhibit Z)

2. **Conference Rooms**

All conference rooms are to be fully enclosed and carpeted.

Auditor General’s Conference Room (Room 160A, Exhibit Z)

Provide a minimum of four (4) duplex outlets and two (2) voice/data outlets to be wall mounted

Provide building standard lighting at 50 f.c.

Provide carpet and wallpaper similar to Auditor General’s Office

Provide keyed locksets

Conference Room (Room 128, Exhibit Z)

Provide building standard finishes as defined in the Building Program Requirements

Provide a minimum of four (4) duplex outlets and two (2) voice/data outlets to be wall mounted

Provide building standard lighting at 50 f.c.. Provide for general lighting on at least two (2) separate switches

Provide keyed locksets

<u>Small training/conference room</u> (room 409, Exhibit Z)

Provide building standard lighting at 50 f.c. and nine (9) building standard can lights using Energy Star compact fluorescent lamps on separate dimmer switches. Provide for general lighting on at least four (4) separate switches

Provide power connection in ceiling for projector (owned by OAG) and proper support for installation/mounting of projector in ceiling

Provide extra support near top of wall to install manual projection screen (owned by OAG) at front of room

Provide support necessary to install small audio/video distribution panel (owned by OAG) at front of room

Provide total of four (4) ceiling mounted speakers

Provide four (4) sub-floor electrical outlets and four (4) sub-floor voice/data outlets

3. **Training Room** (room 134, Exhibit Z)

Training Room to be fully enclosed and carpeted

Height of ceiling and room dimensions to be such to allow viewing of the entire space by portable video camera from at least one position in the front of the room

Provide building standard finishes as defined in the Building Program Requirements

Provide building standard lighting at 50 f.c. and twenty (20) building standard can lights using Energy Star compact fluorescent lamps on separate dimmer switches. Provide for general lighting on at least four (4) separate switches

Provide privacy locksets

Provide at least two doors for ingress/egress

Provide separate zoned thermostats to control temperature and humidity

Provide a minimum of ten (10) duplex outlets and sixteen (16) data outlets dispersed throughout room (at approximate four (4) foot intervals), each to be wall mounted

Provide one (1) wall mounted voice outlet in front of room. Provide one (1) wall mounted voice outlet in back of room

Provide a total of nine (9) ceiling mounted speakers

Provide power connection in ceiling for projector (owned by OAG) and proper support for installation/mounting of projector in ceiling

Provide power connection and extra support in ceiling to install electric projection screen that recesses in ceiling (owned by OAG) at front of room

Provide support necessary to install large audio/video distribution panel (owned by OAG) at front of room

Provide sufficient floor mounted duplex outlets and voice/data outlets to operate ten (10) computer work stations

4. **Open Offices** (see Exhibits Z-2)

Provide 70 square feet for each of 45 work stations and 140 sq ft for 1 modular conference room as defined by Interior Office Systems (Herman Miller brand product) owned by the OAG. The OAG will dismantle units at their existing location, move and reinstall the OAG's existing Interior Office Systems work stations at the leased location under separate contract.

Lessor to provide electrical feeds from building service entrances through Lessor designed and installed distribution networks including any and all conduit, cable trays, raceways, electrical and telecommunications closets, panel boards and so forth to any and all points within the tenant area to the final connections to the Interior Office Systems as determined during the design phase of the project by the Lessor's architect. The OAG's Interior Office Systems are not pre-wired for electrical service to panel outlets. The feeds to the panel systems may be located in walls where panels abut such walls or fed through a building code approved floor distribution system.

Electrical outlets are not pre-wired in the Interior Office Systems panels, and feeds to the panel runs shall be sufficient to carry the load of each panel run as determined during the design phase by the Lessor's architect.

The Lessor shall provide conduit, raceways, cable trays or other approved cable distribution system from building entrance locations to all patch panels in telecommunications closets to all wall or floor mounted voice/data outlets and to all locations for feeding Interior Office Systems panel voice/data outlets through the panel raceways. Voice and data wiring shall be placed in a single box unless otherwise noted as a separate computer outlet or telephone outlet. The OAG will contract separately for termination (pulling wires & installing face plates/outlet covers) of voice and data wiring/cabling.

Power poles may be used in open office areas with OAG approval.

Provide building standard finishes as defined in the Building Program Requirements

Provide building standard lighting at 50 f.c.

Area to be carpeted

5. **Computer Room** (room 127 on Exhibit Z)

Room to be fully enclosed with walls that extend to the structure above to isolate space for independent cooling requirements

Provide building standard finishes as defined in the Building Program Requirements

Area to be carpeted

Provide building standard lighting at 50 f.c.

Provide keyed lockset

Provide dedicated air conditioner unit with separate temperature and humidity controls for optimal equipment operation at a constant temperature of 70°F. A single server may produce a constant heat load of 6,000 BTU/HR. This will require a separate zone air handling unit and may require other special equipment. Provide alarm system for excessive temperature

Provide a minimum of eight (8) duplex outlets and twenty-eight (28) data outlets dispersed throughout room (at approximate four (4) foot intervals), each to be wall mounted

Provide a minimum of two (2) dedicated duplex outlets, each to be wall mounted

Provide ten (10), 20 amp duplex electric outlets for equipment dispersed throughout room (at approximate four (4) foot intervals), each to be wall mounted

Provide four (4) voice outlets

Provide closet with wall blocking and wall mounted plywood panels as necessary for mounting of telecommunications boards and other wall mounted equipment and provide three (3) dedicated 20 amp electric duplex outlets, each to be wall mounted

The electrical breaker box shall be located in the Computer Room

Provide sufficient electrical and telecommunications service to supply tenant equipment needs including:

Computer Servers (CPUs)
Telecommunications Panels

Provide building standard lighting at 50 f.c.

6. **Distribution/Copy/File Rooms** (rooms 124, 437, 438, 142 and 147 on Exhibit Z)

Rooms 142 and 147 to be carpeted; flooring in rooms 124, 437 and 438 may be carpeting or resilient floor finish

Each area should be fully-enclosed

Provide sufficient grounded electrical outlets (230V and 110V) and telecommunications service to supply tenant equipment needs for each copy room including:

One (1) Large Copying Machine
One heavy duty punch machine
Binding machine

Provide one data outlet, wall mounted in Room 124

Provide building standard finishes as defined in the Building Program Requirements

Provide keyed locksets

Provide structural support for concentrated loading as required

For room 124 on Exhibit Z provide sound proof wall for noise reduction for heavy-duty copier.

7. **Employee Break Room** (Room 150, Exhibit Z)

Provide area defined by building walls that need not be enclosed unless required by local building codes for fire safety reasons

Provide building standard finishes defined in the Building Program Requirements

Provide resilient floor finish

Provide flush mounted ceiling fixtures to maintain 50 f.c.

Provide 12 LF of base and wall cabinets with laminate counter top and stainless steel, double compartment sink with hot and cold water from gooseneck faucets with accessible valve handles. Provide a minimum clear opening below sink of 30” wide x 29” high x 19” deep for access by wheelchair users

Provide a minimum of six (6) duplex outlets to be wall mounted. Install at least three (3) duplex GFI outlets above counter height suitable for microwave oven use

Provide two (2) dedicated outlets for microwaves

Provide stove/oven

Provide one (1) 220V outlet for oven

Provide four (4) dedicated outlets for vending machines along one (1) wall of Employee Breakroom

Provide one (1) dedicated outlet and supply water line and drain line for automatic ice maker/water dispensing refrigerator for each coffee station.

Provide one (1) wall mounted voice outlet at approximately 56” high.

8. **Coffee Stations (2)**

Provide a minimum of two (2) duplex outlets to be wall mounted. Install two (2) duplex GFI outlets above counter height suitable for microwave ovens for each coffee station.

Provide one (1) dedicated outlet and supply water line and drain line for automatic ice maker/water dispensing refrigerator for each coffee station.

Provide 8 LF of base and wall cabinets with laminate counter top and stainless steel, double compartment sink with hot and cold water from gooseneck faucet with accessible valve handles. Provide a minimum clear opening below sink of 30” wide x 29” high x 19” deep for access by wheelchair users.

Provide wood cabinets with doors and shelves above each coffee station.

9. **Restrooms**

Men Employees' Restrooms (see Exhibit Z)
Provide minimum of three men employees' restrooms. Distribute restrooms throughout tenant space with a minimum of one (1) Men Employees' Restroom on every occupied floor and distribute the fixture count based on floor occupancy loads

For each Men Employees' Restroom, provide a minimum of one (1) water closet, one (1) urinal and two (2) lavatories. Each toilet room is to be designed as an accessible toilet room according to the Illinois Accessibility Code and the Americans with Disabilities Act of 1990

Provide all necessary toilet room accessories such as soap dispensers, mirrors, waste receptacles, etc.

Provide wall mounted paper towel dispensers or electric hand dryers

Provide privacy door hardware

Provide one (1) GFI outlet per toilet room

Women Employees' Restrooms (see Exhibit Z)

Provide minimum of three women employees' restrooms. Distribute restrooms throughout tenant space with a minimum of one (1) Women Employees' Restroom on every occupied floor and distribute the fixture count based on floor occupancy loads

All requirements to be the same as shown above for Men Employees' Restroom except the fixture count will be two (2) water closets and two (2) lavatories

Provide sanitary napkin disposal units

Men's Public Restroom

All requirements to be the same as shown above for Men Employees' Restroom except the fixture count shall be one (1) water closet and one (1) lavatory.

Women's Public Restroom

All requirements to be the same as shown above for Women Employees' Restroom except the fixture count shall be one (1) water closet and one (1) lavatory

10. **Library** (Room 104, Exhibit Z)

Library to be fully enclosed and carpeted

Provide building standard finishes as defined in the Building Program Requirements

Provide a minimum of four (4) duplex outlets and two (2) voice/data outlets to be wall mounted

Provide building standard lighting at 50 f.c. and six (6) building standard can lights using Energy Star compact fluorescent lamps on separate dimmer switches. Provide for general lighting on at least two (2) separate switches

Provide programmable thermostat to independently control unit

Provide at least two doors for ingress/egress with keyed locksets

Provide office in library (see Room 105, Exhibit Z)

Provide structural support for concentrated loading as required

11**. Janitor's Closet**

Provide at least one (1) janitor's closet with an area of approximately 50 square feet fully enclosed unless a janitor closet is available for OAG use in common area of the floor occupied by the OAG

Provide one (1) floor or wall mounted slop sink in each closet with 10 LF wall mounted shelving for janitorial supplies

12. **Drinking Fountains**

Provide at least two (2) electric water coolers (one public, one employee) as required by the Illinois Plumbing Code complying with standards of the Illinois Accessibility Code and the ADA. Provide adjacent finishes similar to toilet room finishes.

13. **Corridors/Open Space**

Provide building standard finishes as defined in the Building Program Requirements.

Provide building standard lighting at 50 f.c.

Provide grounded electrical outlets and data outlets throughout circulation and equipment areas at not less than 30' on center for maintenance equipment operation and general office use.

Provide carpeting in all corridors and open spaces, excluding lobby.

14. **Storage** (Rooms 141, 410, 412, Exhibit Z)

Provide fully enclosed areas

Use carpeting or resilient floor finish

Provide structural support for concentrated loading as required

Provide keyed lockset(s)

Provide building standard lighting at 50 f.c

Provide a minimum of four (4) duplex outlets and two (2) voice/data outlets to be wall mounted for each office

15. **Reception Area/Lobby**

Provide ceramic tile in lobby area.

Provide area for work surface with raised counter for visitor sign-in. Work surface to be large enough to provide sufficient space for facsimile machine, telephone system with adjunct computer monitor, computer keyboard, date/time machine, electric stapler, electric typewriter and writing surface. Provide space behind receptionist to accommodate existing OAG owned 20” x 120” work surface with underneath wood cabinetry.

Provide a minimum of four duplex outlets and two voice/data wall mounted outlets under reception work surface. Provide a minimum of four duplex outlets and one voice/data wall mounted outlets behind receptionist desk.

Provide building standard lighting at 50 f.c

ATTACHMENT A-1: PLAN OF PREMISES

[TO BE PROVIDED BY OFFEROR]

ATTACHMENT A-2: PLAN OF PARKING AREAS

[TO BE PROVIDED BY OFFEROR]

ATTACHMENT B: IMPROVEMENTS

[INSERT AGENCY PROGRAMMED REQUIREMENTS]

ATTACHMENT C: PRICING/RENT SCHEDULE

PRICING/RENT SCHEDULE

EARLY TERMINATION

If the Lessee elects to terminate this Lease as provided in Article 1.06, the Lessee will repay the remaining principal balance of the Temporary Tenant Improvements (Temporary Improvements Only) to the Lessor upon termination. Temporary Improvements totaling $(Estimated Present Value of Temporary Improvements) are amortized at _____% interest over the ___-year term.

RENT SCHEDULE: Initial Term

Year	Square Feet	Base Rate/ RSF	Temporary Tenant Improvement Amortization/RSF	Janitorial Services/ Integrated Pest .Mgmt/RSF	Scavenger Services/ RSF	Other/RSF (describe)	Total Rate/ RSF	Monthly Rent	Annual Rent
11-01-2013 – 10-31-2014									
11-01-2014 – 10-31-2015									
11-01-2015 – 10-31-2016									
11-01-2016 – 10-31-2017									
11-01-2017 – 10-31-2018									
								Subtotal:	

RENEWAL TERM (as applicable)

11-01-2018 – 10-31-2019									
11-01-2019 – 10-31-2020									
11-01-2020 – 10-31-2021									
11-01-2021 – 10-31-2022									
11-01-2022 – 10-31-2023									
								Subtotal:	

TERM TOTAL:	
ADJUSTED TERM TOTAL:	

The Lessee expressly reserves the right granted in Article 4.05 to make proposals and negotiate for a (i) reduction in base rent, (ii) an increase in the rent concessions, or (iii) additional Improvements in connection with exercising the renewal option stated in the Lease. The Lessor is under no obligation to agree to such proposals, in which event, upon notification of the exercise of the lease renewal option by the Lessee, the rates set forth in this Attachment C will take effect.

HOLDOVER RENT

If, after termination or expiration of the Lease, Lessee retains possession of the Premises, Holdover Rent shall be paid monthly in arrears on a prorated basis at the last effective rate paid during the Lease Term, less any funds being paid by the Lessee during the term toward fully amortized Temporary Tenant Improvement costs.

PREPAYMENT

If this lease provides for amortized costs of temporary tenant improvements, which are paid for by the Lessee as a portion of rent payable to the Lessor, the Lessee shall have the option to prepay the principal amount without penalty at any time during the lease. Lessor shall within 10 days of written notice of Lessee's intent to prepay such amounts, provide the current principal balance.

GENERAL ALLOWANCE ($50,000)

A General Allowance in the amount of $50,000 has been incorporated in the Lease and is included in the rental payment. The General Allowance shall only be utilized for additional work requested at the sole discretion and benefit of Lessee during the build-out of the premises. Any additions to the work and associated cost shall be authorized by Lessee prior to commencement of the additional work in the form of a fully executed Allowance Authorization Form (see Attachment S). The OAG shall at its sole discretion determine the use of any unused portion of the General Allowance at the completion of the build-out of the space. In no event shall the General Allowance be exceeded by additional work authorizations without the execution of an amendment to the Lease.

ATTACHMENT D: EVIDENCE OF AUTHORIZATION TO TRANSACT BUSINESS IN ILLINOIS

If the “Responsible” Offeror is a legal entity, it must be authorized to do business in Illinois at the time a bid, proposal or offer is submitted for a State contract. For information on registering to conduct business in Illinois, please contact the Illinois Secretary of State’s Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html).

If you believe your company is not required to register to do business in Illinois, please include a detailed explanation of the legal basis for such conclusion. Failure to timely register or provide a legally sufficient justification for not registering may deem your bid non-responsible.

ATTACHMENT E: DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

(775 ILCS 5/2-105) If you employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Auditor General Volume of the Illinois Procurement Bulletin (or issuance date if not published), you must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below.

Name of Company (and DBA):
_____.

❑ (check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Auditor General Volume of the Illinois Procurement Bulletin (or issuance date if not published).

DHR Public Contracts Number: _____. Or, if number has not yet been issued, date completed application for the number was submitted to DHR: _____.

Date of expiration _____.

NOTICE:

Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current DHR number as a condition of contract eligibility (44 IL Adm. Code 750.210(a)).

Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. If your DHR number is 90000-00-0 or higher, your number was issued on or after July 1, 1998, and is valid for five years from the date of eligibility.

If your organization holds an expired number, you must re-register with DHR.

You can obtain an application form (DHR PC-1) by:

1. **Telephone:** Call the DHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. [TTY 866-740-3953].

2. **Internet:** Download the form from the Internet at www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx.

3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

0613

ATTACHMENT F: DISCLOSURE OF SUBCONTRACTORS

DISCLOSURE OF SUBCONTRACTORS

Will you be using any subcontractors on this engagement? ❑ Yes ❑ No

If yes, you must provide the following information for each subcontractor with whom you will be entering into a contractual agreement: the name and address of each subcontractor; a description of the work to be performed by the subcontractor; and the anticipated amount of money each subcontractor is expected to receive.

For each subcontract agreement with a total value of $50,000 or more, you must also provide a copy of the subcontract to the OAG within 15 days of request.

If at any time during the term of the Contract Vendor adds or changes any subcontractors, Vendor will be required to promptly notify the OAG and provide the above information for any new or changed subcontractors so that a Contract amendment can be executed.

Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

Subcontractor Name_____ Amount to be paid_____

Address_____ Description of work_____

Subcontractor Name_____ Amount to be paid_____

Address_____ Description of work_____

All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Certifications and the Disclosures and Conflicts of Interest forms, completed and signed by the subcontractor.

ATTACHMENT G: STANDARD CERTIFICATIONS

STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance. If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor shall confirm compliance with the Standard Certifications by July 1 of each year that this contract remains in effect. Vendors shall include these Standard Certifications in any subcontract entered into in relation to this contract. As appropriate, the term "Vendor" used herein shall refer to a subcontractor.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
   - the contract may be void by operation of law,
   - the State may void the contract, and
   - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

   Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

4. Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

5. Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43) and, as applicable, has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

6. To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

7. Vendor certifies has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record. (30 ILCS 500/50-5)

8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed from the completion of the sentence for that felony, unless no person held responsible by a prosecutor's office for the

facts upon which the conviction was based continues to have any involvement with the business. (30 ILCS 500/50-10)

9. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. (30 ILCS 500/50-10.5)

10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition against assisting (except as part of a public request for information process) an employee who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a contract by reviewing, drafting, directing or preparing solicitation or similar documents for the State. (30 ILCS 500/50-10.5e).

11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.

13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).

14. Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

15. Vendor certifies it is not in violation of the “Revolving Door” section of the Illinois Procurement Code (30 ILCS 500/50-30).

16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).

17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

18. In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

19. If Vendor employs 25 or more employees and this contract is worth more than $5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. If Vendor is an individual and this contract is worth more than $5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).

20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce (30 ILCS 582).

21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

24. Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and that no foreign-made equipment, materials, or supplies furnished to the State have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

26. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency, or subcontracting with the State of Illinois or any State agency until the violation is mitigated."

27. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa (30 ILCS 587).

28. Vendor certifies that all services shall be performed in the United States unless otherwise specified in this contract. If the Vendor creates or manufactures the supplies or performs any work in another country in violation of the contract, such action may be deemed a breach (30 ILCS 500/25-65).

29. Upon request, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (30 ILCS 500/45-67, 500/45-70).

VENDOR (Company name and DBA)

_____

Authorized Representative_____

Printed Name_____

Title_____Date_____

Address_____

_____

06/13

ATTACHMENT H: FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

DISCLOSURES AND CONFLICTS OF INTEREST 06/13

Instructions: Contractors and subcontractors, and as described below their parent entities, must complete and submit this form as a condition to receiving an award, a contract or a subcontract. As appropriate, the term "Vendor" used herein shall refer to a contractor, a subcontractor, or a parent entity of either. Contractors must include this form in any subcontract with an annual value of $50,000 or more entered into in relation to this contract.

- These disclosures are a material term of the contract to which they relate. Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable if we determine that action is in the best interest of the State of Illinois. Failure to fully disclose may also be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.
- The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the contracting process and throughout the term of any resulting contract or subcontract. For multi-year contracts, Vendors must submit these disclosures on an annual basis by July 1 of each year.
- If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of:

Name of Vendor:_____

D/B/A (if used):_____

Name of any Parent Organization:_____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor
(*Vendors with contracts of $25,000 or more must complete this section.)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

a. Check the applicable box and submit the identified information as appropriate to Vendor's operation.

☐ Vendor is a publicly traded corporation subject to SEC reporting requirements

Vendor shall submit their 10K disclosure (include proxy if referenced in 10K) in satisfaction of the disclosure requirements. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10K ☐, 20f ☐, or 40f ☐.

☐ Vendor is a privately held entity that is exempt from SEC reporting requirements and has more than 200 shareholders, partners or members

Vendor may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5%.

☐ Vendor is an individual, sole proprietorship, partnership or any other entity not covered above

For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
   ☐ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than $106,447.20?
   ☐ Yes ☐ No

3. Do you receive more than $106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
   ☐ Yes ☐ No

4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than $106,447.20?
   ☐ Yes ☐ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
   0.5% or less_____ >0.5 to 1.0% _____ >1.0 to 2.0%_____ >2.0 to 3.0 %_____
   > 3.0 to 4.0%_____% >4.0 to 5.0%_____ and in additional 1% increments as appropriate _____%

6. If you responded "yes" to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

   Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain)_____

Name:_____

Address:_____

b. In relation to any individuals identified in any of the documents submitted pursuant to subsection (a), indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark
Not Applicable here ☐.

1) State employment, currently or in the previous three years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes ☐ No ☐

2) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous two years. Yes ☐ No ☐

3) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous three years. Yes ☐ No ☐

4) Relationship to anyone holding elective office currently or in the previous two years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

5) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous three years. Yes ☐ No ☐

6) Relationship to anyone holding appointive office currently or in the previous two years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

7) Employment, currently or in the previous three years, as or by any registered lobbyist of the State government. Yes ☐ No ☐

8) Relationship to anyone who is or was a registered lobbyist in the previous two years; spouse, father, mother, son, or daughter. Yes ☐ No ☐

9) Compensated employment, currently or in the previous three years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

10) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last two years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ☐ No ☐

Section 2: Representative Lobbyist/Other Agent
(*Vendors with contracts of $25,000 or more must complete this section.)*

Is the Vendor represented by or employing a person or entity required to register under the Lobbyist Registration Act or other agent who is not identified under Section 1 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract?

Yes ☐ No ☐

If yes:

a) Identify each agent/lobbyist:

Name:_____
Address:_____

Name:_____
Address:_____

b) Detail all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the agent/lobbyist related to the contract (i.e., purpose of payment, date of payment, amount):

_____
_____

c) You must file this information, along with supporting documents, with the Auditor General (for publication in the Auditor General Bulletin) and with the Secretary of State.

By signing this form, each Vendor certifies it has not and will not bill or otherwise cause the State of Illinois to pay for any lobbyist's or agent's costs, fees, compensation reimbursements, or other remuneration.

Section 3: Debarment/Legal Proceeding Disclosure
(*Vendors with contracts of $25,000 or more must complete this section.)*

Each of the persons and/or entities identified in Sections 1 and 2 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☐
Professional licensure discipline	Yes ☐	No ☐
Bankruptcies	Yes ☐	No ☐
Adverse civil judgments and administrative findings	Yes ☐	No ☐
Criminal felony convictions	Yes ☐	No ☐

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

_____
_____

Section 4: Current and Pending Contracts or Subcontracts
(*All Vendors must complete this section.)*

Does the Vendor have any contracts, pending contracts, subcontracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government (other than the OAG)? Yes ☐ No ☐

If yes, please identify each contract, pending contract, subcontract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government (other than the OAG) by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

_____
_____

_____

_____

_____

_____

Additional disclosures only for bids, offers or contracts for an audit of a Regional Office of Education or Intermediate Service Center:

- Does your firm provide audit or consulting services to any units of local government, including counties and school districts, within the area served by the Regional Office of Education (ROE) that is the subject of this bid, proposal or contract or have any type of financial dealings with that ROE? Yes ☐ No ☐

- If you answered "yes" to Question 1, provide specific details, including: the unit of government; the type of services provided; the value of the services; whether such services are on-going or completed; and any other pertinent details.

Section 5: Section 50-13 Conflicts of Interest
(*All Vendors must complete this section.)*

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor [$177,412.00], to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: ☐ No Conflict Of Interest

☐ Potential Conflict of Interest
(If checked, name each conflicted individual and the nature of the conflict.)

Section 6: Disclosure of Business Operations with Iran
(All Vendors must complete this section.)

Each bid, offer, or proposal submitted for a State contract must disclosure whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services

to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

(i) more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or

(ii) the company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if the second item is checked you must also make the necessary disclosure:

☐ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

_____

_____

This Disclosure is signed and made under penalty of perjury.

This Disclosure information is submitted on behalf of: _____
(Contractor/Subcontractor/Parent Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

ATTACHMENT I: TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. citizen or other U.S. person.

Name: _____

Taxpayer Identification Number:

Social security number _____
or
Employer identification number _____

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. If completing this certification for a limited liability company (LLC) that is a disregarded entity, enter the name of the single member (owner) followed by the name of the LLC and a TIN (SSN or EIN) that is assigned to the owner, not the LLC. Check the legal status that corresponds to the owner. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one)**:**

- ❑ Individual
- ❑ Sole Proprietor
- ❑ Partnership/Legal Corporation
- ❑ Tax-exempt
- ❑ Corporation providing or billing medical and/or health care services
- ❑ Corporation NOT providing or billing medical and/or health care services
- ❑ Other:_____
- ❑ Government
- ❑ Nonresident Alien
- ❑ Estate or Trust
- ❑ Pharmacy (Non-Corp.)
- ❑ Pharmacy/Funeral Home/Cemetery (Corp.)
- ❑ Limited Liability Company (select applicable tax classification)
  - ❑ C = corporation
  - ❑ P = partnership

Signature: _____ Date: _____

06/13

ATTACHMENT J:
BUSINESS AND DIRECTORY INFORMATION

BUSINESS AND DIRECTORY INFORMATION

1. Business Headquarters (address, phone and fax)

2. If a Division or Subsidiary of another organization provide the name and address of the parent

3. Billing Address

4. Name of Chief Executive Officer

5. Offeror Contact (name, title, address, phone, toll-free number, fax, and e-mail)

6. Company Web Site Address

7. Type of Organization (sole proprietor, corporation, etc. – should be same as on Taxpayer ID form below)

8. Length of time in business

9. Annual Sales for Offeror's most recently completed fiscal year

10. Show number of full-time employees, on average, during the most recent fiscal year

11. Is your company at least 51% owned and controlled by individuals in one of the following categories?

    If "Yes," please check the category that applies:

    11.1 ❑ Minority (30 ILCS 575/2(A)(1) & (3))

    11.2 ❑ Female (30 ILCS 575/2(A)(2) & (4))

    11.3 ❑ Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1) and (4.1)

    11.4 ❑ Small Business (44 Ill.Adm.Code 500.1180)

ATTACHMENT K:
REAL ESTATE DISCLOSURE STATEMENT

REAL ESTATE LEASE FORM
DISCLOSURE STATEMENT

THIS STATEMENT MUST BE COMPLETED BY THE LESSOR AND SIGNED BY AN OWNER, AUTHORIZED TRUSTEE, CORPORATE OFFICIAL, OR MANAGING AGENT

You are required by Illinois Law to complete this form (50 ILCS 105/3.1). The purpose of this form is to determine all of the name(s) of the owner(s) and beneficiary having any interest in the property real or personal of the leased premises. Furthermore, you must disclose the names of any shareholders entitled to receive more than 7 l/2% of the total distributable income of any corporation with an interest in the lease. **FAILURE TO ACCURATELY PROVIDE ALL INFORMATION REQUESTED ON THIS FORM AND TO PROVIDE UPDATED INFORMATION WITHIN 30 DAYS OF ANY CHANGE OF OWNERSHIP MAY RESULT IN A MATERIAL BREACH OF THE LEASE AND/OR CRIMINAL SANCTIONS.**

I A. Address of Premises _____

B. Real Estate Tax Index Number _____

II **INDICATE LESSOR'S INTEREST IN PROPERTY BY CHECKING ALL APPLICABLE BOXES AND COMPLETING PARAGRAPH(S) AS INSTRUCTED. IF ADDITIONAL SPACE IS NEEDED TO PROVIDE THIS INFORMATION, PLEASE ATTACH A SEPARATE SHEET TO THIS FORM.**

☐

FEE SIMPLE (SOLE OWNER, JOINT TENANTS, TENANTS BY THE ENTIRETY, TENANTS IN COMMON)
INSTRUCTIONS: PLEASE LIST NAMES OF ALL OWNERS.

☐

LEASE HOLDER OR SUBLESSEE
INSTRUCTIONS: PLEASE LIST THE NAMES OF THE LESSOR (AND LESSEE IF YOU ARE A SUBLESSEE). PLEASE INDICATE THE BEGINNING AND ENDING DATES OF TERM OF LEASE OR THE SUB-LEASE.

☐

LAND TRUST OR OTHER TRUST
INSTRUCTIONS: PLEASE LIST THE COMPLETE NAME AND NUMBER OF TRUST AND TRUSTEE'S ADDRESS AND NAMES OF ALL BENEFICIARIES. IF THE PROPERTY IS HELD IN A LAND TRUST, YOU MUST ALSO COMPLETE A LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION.

☐

OPTION TO PURCHASE, CONTRACT TO PURCHASE OR SIMILAR INTEREST
INSTRUCTIONS: DESCRIBE YOUR INTEREST IN THE PROPERTY FULLY. PLEASE LIST THE PARTIES WHO CURRENTLY OWN THE REAL ESTATE.

☐

OTHER (PLEASE DESCRIBE)
INSTRUCTIONS: LIST THE NAME OF ALL PARTIES WHO HAVE AN OWNERSHIP INTEREST IN THE PROPERTY.

REAL ESTATE LEASE FORM - DISCLOSURE STATEMENT

III **IF CORPORATION OR PARTNERSHIP HAS AN INTEREST IN THE LEASE, PLEASE COMPLETE THE APPROPRIATE PARAGRAPH**

CORPORATION - INSTRUCTIONS: PLEASE LIST

1. The names of the president and secretary: _____

2. The name and address of the registered agent: _____
_____

3. The names of all shareholders entitled to receive more than 7 l/2% of the total distributable income of the corporation:
_____
_____

4. The name of the person (s) authorized to execute the contracts on behalf of the corporation : _____
_____

NOTE: IN COMPLETING THIS SECTION, IF THERE IS NO READILY KNOWN INDIVIDUAL HAVING GREATER THAN 7 1/2% INTEREST IN THE CORPORATION AND THE CORPORATION IS PUBLICLY TRADED THEN THE REQUIREMENTS OF THE DISCLOSURE MAY BE MET BY SO STATING.

PARTNERSHIP - INSTRUCTIONS: PLEASE LIST

1. The names of all partners (include limited partners if applicable):_____
_____

2. If limited partnership, the names and addresses of all general partners: _____
_____

IV **THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES**

ARE ANY OF THE PERSONS LISTED ABOVE ELECTED OR APPOINTED OFFICIALS, EMPLOYEES OF THE STATE OR THE SPOUSE OR MINOR CHILD OF SAME?

____NO ____YES If "YES", explain employment and/or relationship.

V **THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES**

I, _____, state on oath or affirm that I am (title)_____ of

(firm/name) _____and that the disclosure made above is true and correct. I will provide any additional documentation requested by the State of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois.

_____
Signature Date

_____
Title

NOTARY:

STATE OF ILLINOIS, COUNTY OF _____

I, _____, certify on _____, 20 _____,
_____, personally appeared before me and swore or affirmed that ____he ____ signed this document as
_____ of _____ and that the information provided was true and correct.

_____ _____
Notary Public **Commission Expires**

IL. 401-1035 (Revised l/95)

ATTACHMENT L: LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION

LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION

The Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2 from Ch. 148, par. 72) requires completion of this application which must be filed with the Auditor General's Office at least 30 days prior to the execution of the lease.

DATE RECEIVED BY AUDITOR GENERAL: _____

ADDRESS OF PREMISES: _____

NAME OF LAND TRUST:

_____

NAME OF TRUSTEE:

_____

_____

BENEFICIARIES OF LAND TRUST:* [Attach additional sheets as required]

_____

_____

_____

*Include name, address and definition of interest of each.

NOTE: YOU ARE REQUIRED TO FILE A SUPPLEMENT TO THIS APPLICATION IDENTIFYING ANY BENEFICIARY ADDED OR DELETED DURING THE TERM OF A LEASE WITHIN 30 DAYS OF ANY CHANGE. ANY BENEFICIARY IDENTIFIED IN THIS APPLICATION OR SUPPLEMENT SHALL NOT BE A NOMINEE FOR ANOTHER INDIVIDUAL OR ENTITY.

CURRENT OWNERSHIP OF PROPERTY TO BE LEASED:

The undersigned applicant represents that the above-stated land trust currently is record title owner of the real property which is to be the demised premises under a lease to the State of Illinois and which is more fully described in Attachment 1 affixed hereto and incorporated by reference herein, or alternatively, has the ownership interest described as follows:

_____

_____

_____

By executing this disclosure beneficiary(ies) acknowledge that the State will be furnished a complete and up-to-date disclosure of all beneficiaries of the Trust whenever the State requests it. This disclosure shall also serve as a letter of direction to the Trustee authorizing the Trustee on behalf of the beneficiaries to provide the State with a complete and up-to-date disclosure of the beneficiaries of the Trust whenever requested by State.

The undersigned applicant, in the capacity of trustee or as a beneficial owner of an interest in the land trust set forth herein, first being duly sworn and on oath states that the information contained in the foregoing Land Trust Beneficial Interest Disclosure Application, and any attachments affixed hereto, is full, accurate and complete and makes such representation as an inducement to the State of Illinois to enter into a lease of certain real property.

DATED THIS _____ day of _____, 20 _____.

APPLICANT _____

TITLE _____

SUBSCRIBED and SWORN to before me, a Notary Public, this _____ day of _____ 20 _____

_____ [SEAL]
Notary Public

ATTACHMENT M: REFERENCES

REFERENCES

Offeror Name: _____

Mailing Address: _____

Provide references from established firms or government agencies other than the procuring agency that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

1. Firm/Government Agency/University (name):

   Contact Person (name, email address, address, and phone):

   Date of Supplies/Services Provided:

   Type of Supplies/Services Provided:

2. Firm/Government Agency/University (name):

   Contact Person (name, email address, address, and phone):

   Date of Supplies/Services Provided:

   Type of Supplies/Services Provided:

3. Firm/Government Agency/University (name):

   Contact Person (name, email address, address, and phone):

   Date of Supplies/Services Provided:

   Type of Supplies/Services Provided:

4. Firm/Government Agency/University (name):

   Contact Person (name, email address, address, and phone):

   Date of Supplies/Services Provided:

   Type of Supplies/Services Provided:

ATTACHMENT N: BASIC LEASE AGREEMENT

REAL ESTATE LEASE

BY AND BETWEEN

OFFICE OF THE AUDITOR GENERAL
AS LESSEE

AND

_____
AS LESSOR

FOR REAL PROPERTY KNOWN AS

_____ADDRESS OF FACILITY

_____CITY, STATE ZIP

TABLE OF CONTENTS

Article I: Basic Lease Provisions		**Article VIII: Estoppel**	
1.01	Date and Parties	8.01	Estoppel
1.02	Notices		
1.03	Premises	**Article IX: Non-Disturbance and Quiet Enjoyment**	
1.04	Area Measurement	9.01	Non-Disturbance
1.05	Lease Term	9.02	Quiet Enjoyment
1.06	Termination for Convenience	9.03	Property Taxes and Other Encumbrances
1.07	Termination for Cause		
1.08	Improvements	**Article X: Disputes**	
		10.01	Default by Lessor
Article II: Lessee's Obligation to Pay Rent		10.02	Reduction of Services
2.01	Rent	10.03	Self Help
		10.04	Governing Law
Article III: Lessor's Obligations			
3.01	Care and Maintenance	**Article XI: Miscellaneous**	
3.02	Utilities	11.01	Force Majeure
3.03	Life Safety and Security Requirements	11.02	Occupancy and Surrender
3.04	Accessibility	11.03	Binding on Successors
3.05	Solid Waste Management	11.04	Partial Invalidity
		11.05	Waiver
Article IV: Lessee's Rights and Options		11.06	Breach
4.01	Subleasing, Assignment and Subcontracting	11.07	Covenants Binding
4.02	Substitution	11.08	Audit/Retention of Records
4.03.	Alterations	11.09	Ownership
4.04	Lessee Signage	11.10	Change of Ownership or Beneficial Interest
4.05	Renewal Option	11.11	Contractual Authority
4.06	N/A	11.12	Commissions
4.07	Purchase Option (if applicable)	11.13	Brokers
4.08	Telecommunications	11.14	Governing Law and Jurisdiction
		11.15	Non-Discrimination
Article V: Liability		11.16	Time is of the Essence
5.01	Insurance and Indemnity	11.17	Remedies Cumulative
5.02	Environmental Assessment	11.18	Entire Agreement
5.03	Holdover	11.19	Attachments
		11.20	Authority to Execute
Article VI: Standard Terms and Conditions			
6.01	Requirements of Law		
6.02	Prevailing Wage		
6.03	Fiscal Funding		
6.04	Freedom of Information Act		
Article VII: Loss of Premises			
7.01	Damages and Untenantability		
7.02	Condemnation		

ARTICLE I. BASIC LEASE PROVISIONS

1.01 DATE AND PARTIES

This Lease (this "Lease") is entered into this ____ day of _____ 20_____ by and between _____, (the "Lessor") and the Office of the Auditor General, (the "Lessee" or "OAG").

1.02 NOTICES

All notices provided to be given under this Agreement shall be given by certified mail and shall be deemed received by the party designated to receive such notice three (3) days following the date of deposit in the United States Mail and addressed to the proper party, at the following address:

Lessor:	_____ _____ _____ _____	**Lessee:**	Office of Auditor General 740 E. Ash St. Springfield, Illinois 62703
Emergency:	_____		
Telephone:	_____	Attention:	Roberta Pape, Chief Procurement Officer
Facsimile:	_____		
E-mail:	_____		
Attention:	_____		
With a copy to:	_____	With a copy to:	
Telephone:	_____	Telephone:	217/782-9305
Facsimile:	_____	Facsimile:	217/785-8222
E-mail:	_____	E-mail:	rpape@auditor.illinois.gov

1.03 PREMISES

Lessor leases to Lessee upon the terms and conditions contained in this Lease, the "Premises" consisting of _____ rentable square feet of office type of space on the _____ floor(s) (suite(s) _____), as outlined by cross-hatching on Attachment A-1 (the "Premises"). The Premises are located in the building containing _____ rentable square feet and further identified as the "Building":

Address including County:

_____

_____

_____

Lessee shall have the right, in common with others, to use the "Common Area Facilities" of the Building which may include, but are not limited to, passenger and freight elevators, loading docks, sidewalks, parking areas, driveways, hallways, stairways, public restrooms, common entrances, lobby, emergency systems, and other similar public areas and access ways of the Building and the real property on which the Premises are located (the "Land").

Lessee's percentage of Total Building Rentable Area: _____%

1.04 AREA MEASUREMENT

For purposes of this Lease, the Premises and the Building Rentable Area shall be based on Area Measurement Rules, Title 44, Section 5000.310, Illinois Administrative Code derived from "Standard Method for Measuring Floor Area in Office Buildings," Building Owners and Managers Association (BOMA), International, 1983 Edition (A.K.A. 1980 Edition).

1.05 LEASE TERM

The initial term of this Lease is for sixty (60) months and shall begin on November 1, 2013 (the "Lease Commencement Date"), and shall expire on October 31, 2018 (the "Lease Expiration Date"). The term of this Lease shall be referred to as the "Lease Term." In no event will the Lease Term, including the initial term, any renewal term and any extensions, exceed 10 years.

1.06 TERMINATION FOR CONVENIENCE

Lessee shall have the option to terminate this Lease at any time by providing ninety (90) days' prior written notice to the Lessor.

1.07 TERMINATION FOR CAUSE

Lessee may terminate this Lease, in whole or in part, immediately upon notice to the Lessor if: (a) Lessee determines that the actions or inactions of the Lessor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Lessor has notified the Lessee that it is unable or unwilling to perform the Lease.

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

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

1.08 IMPROVEMENTS

The parties agree that the Improvements contained in Attachment B (the "Improvements") shall be the full scope and definition of work required to be made by the Lessor at his or her sole cost and expense under the terms of this Lease. Improvements shall be completed at least two weeks prior to the Lease Commencement Date. All Construction Documents (design, drawings, and specifications) necessary for the Lessor to obtain all applicable building permits and certifications of occupancy, as determined by the local building permit issuing authority, prepared by the Lessor pursuant to the Illinois Architecture Practice Act of 1989 [225 ILCS 305] for the Improvements defined by Attachment B, shall become a portion of Attachment B by reference upon written approval by the Lessee. All costs expended by the Lessor and all contracts entered into by the Lessor for the performance of the Improvements on behalf of the Lessee shall be subject to review by Lessee upon written notice.

Lessor grants Lessee, or its agents, the right to inspect improvements as they progress, subject to reasonable notice to Lessor. No later than October 15, 2013, Lessor will deliver to Lessee an architect's certificate of substantial completion pertaining to the Premises. "Substantial completion" means the Premises are move-in ready and accepted by the Lessee, and an occupancy permit has been issued by the appropriate authority or authorities.

Between October 15 and October 31, 2013, Lessor shall give Lessee a right of entry to the Premises so that Lessee, or its agents, can begin installation of its fixtures and cabling, moving its personal property, and making other arrangements for which it is responsible and which are necessary to prepare the Premises for occupancy. Lessee shall not be deemed to have taken possession of the Premises by exercising this right of entry, and Lessee agrees to exercise its right of entry in a manner that does not unreasonably interfere with Lessor's work. Lessor and Lessee specifically agree that time is of the essence in this contract.

The OAG reserves the right, prior to occupying the proposed facility, to examine and approve the space and/or equipment provided for compliance with the Agency Programmed Requirements. We reserve the right to reject the proposed facility for failure to meet any requirement. All decisions on compliance with these requirements will be made solely at the OAG's discretion to favor the best interest of the State.

ARTICLE II. LESSEE'S OBLIGATION TO PAY RENT

2.01 RENT

Lessee shall pay Rent to Lessor (the "Rent"), in accordance with the Rent Schedule attached as Attachment C. Lessee shall pay the monthly Rent, in arrears, subject to legislative appropriation, by State warrant. The Rent shall be prorated on a per diem basis based on 365 days for the first month or the last month of the Lease Term if the Lease Commencement Date is not the first day of a calendar month, or the Lease Expiration Date is not

the last day of a calendar month. Any interest for late payment shall accrue and be paid in accordance with the State Prompt Payment Act (30 ILCS 540). Send payment to:

_____.

ARTICLE III. LESSOR'S OBLIGATIONS

3.01 CARE AND MAINTENANCE

Lessee accepts the Premises as presently constituted except for non-compliance by Lessor with all applicable building, fire, and life safety codes and latent defects, and further subject to the completion of Improvements required to be made by Lessor, if any, in strict conformity with the provision of Article 1.08 (IMPROVEMENTS) herein.

Lessor shall provide Lessee with the services stated below at Lessor's sole cost and expense and in a manner consistent with those services provided by other Lessors of similar buildings of comparable age, condition, character, size, and lessee composition in the same geographic market sector. **STRIKE THROUGH SERVICES THAT WILL NOT BE PROVIDED BY LESSOR.**

A. HVAC Power as required to supply heating, cooling, and ventilation to maintain the Premises at or below 76 degrees Fahrenheit during cooling season and at or above 68 degrees Fahrenheit during heating season.

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

C. Necessary commercial grade fixtures for heating, cooling, water, electricity, plumbing, and all maintenance and repairs.

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

E. Bulbs, ballasts, and all necessary replacement, including replacement of burned out bulbs and ballasts, and repair expenses related to building light fixtures, but not floor or desk lamps.

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

G. Cleaning service to keep Premises clean, healthful, and sightly, to include the provision of all required commodities, including but not limited to paper products. Refer to Janitorial Services/Integrated Pest Management (Attachment O).

H. Scavenger service to keep Premises clean, healthful, sightly.

I. Integrated Pest Management Services in lieu of Extermination Services to ensure Premises are pest and rodent free. Will require coordination with janitorial services (see Attachment O).

J. Elevator service, where applicable, shall be provided twenty-four (24) hours/day, seven (7) days/week, including Holidays and the period during which Lessee moves into and out of the Premises.

K. Service and maintenance of fire extinguishers and sprinkler systems, as required by applicable Codes.

L. Snow and ice removal from sidewalks and parking areas adjacent to the Premises.

M. Maintenance of lawn, shrubs and landscaping.

N. Parking for 129 vehicles. General maintenance of parking lot.

Address of parking lot:_____. Parking shall be available and accessible to Lessee for Lessee's use twenty-four (24) hours per day, seven (7) days per week per Attachment A-2.

O. Provide for surface mounted raceways or wall cavity conduit that allows Lessee to install computer and telecommunications wiring.

P. All general maintenance and repairs not caused by Lessee's negligence, including periodic window washing, painting and flooring replacement as necessary and desirable.

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

R. Operation, maintenance and monitoring of security systems.

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

T. Other (Specify).

_____

3.02 UTILITIES

Electricity shall be paid for by the _____
Gas shall be paid for by the _____
Water/Sewer shall be paid for by the _____

3.03 LIFE SAFETY AND SECURITY REQUIREMENTS

Lessor shall provide and maintain any Life Safety and Security systems as required by any and all requirements of all prevailing governmental authorities having or claiming jurisdiction over the Building and the Common Area Facilities.

3.04 ACCESSIBILITY

Lessor acknowledges that compliance with the Environmental Barriers Act and the Illinois Accessibility Code is a continuing obligation of Lessor requiring any and all elements and space altered, improved, or newly constructed to conform to the applicable technical standard described in the Code. Lessor further acknowledges sole responsibility for the obligations of an owner under the Americans with Disabilities Act of 1990, as amended, and all relevant regulations promulgated thereunder.

3.05 SOLID WASTE MANAGEMENT

Pursuant to the Solid Waste Management Act [415 ILCS 20], janitorial services provided by the Lessor shall include the placement of recyclable material, collected in various areas of the building, into the proper containers provided by the OAG in a centrally located interior or exterior area of the facility for collection by various vendors contracted by the OAG. The Lessor shall provide an adequate waste disposal area and vehicular access to the area.

ARTICLE IV. LESSEE'S RIGHTS AND OPTIONS

4.01 SUBLEASING, ASSIGNMENT AND SUBCONTRACTING

Lessee may sublease all or any part of the Premises or assign this Lease upon the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the Lease. If subcontractors are to be utilized, Lessor shall describe the names and addresses of all authorized subcontractors to be utilized by Lessor in the performance of this Lease, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to the subcontract on Attachment F, Disclosure of Subcontractors. Lessor shall provide a copy of any subcontracts within 15 days of request by Lessee. The Lessor shall notify Lessee of any additional or substitute subcontractors hired during the term of this Lease. Lessor shall provide to the Lessee a copy of all such subcontracts within 15 days of request by Lessee. All subcontracts must include the same certifications that Lessor must make as a condition of this Lease.

4.02 SUBSTITUTION

Lessee may substitute using agencies in the Premises upon thirty (30) days' written notice to the Lessor.

4.03 ALTERATIONS

Lessee may make improvements, additions, installations, decorations, and changes ("Alterations") of a non-structural nature to the Premises without Lessor's prior written approval. Non-structural Alterations means any Alterations which do not affect any of the major Building systems or structural components. Lessee may make any other alterations to the Premises with the prior written consent of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed.

4.04 LESSEE SIGNAGE

Lessor, at its sole cost and expense, shall provide Lessee with identification and signage in accordance with Lessee's requirements as shown in Attachment B.

4.05 RENEWAL OPTION

Upon the expiration of the initial term, Lessee has the right to renew the Lease for a further period of up to sixty (60) months at the rate shown on Attachment C, subject to the following modifications: 1) Rent payments representing the value of fully amortized Temporary Tenant Improvements shall be deducted from Rent; and 2) Lessee may request and negotiate with the Lessor for additional Rent concessions, subject to the maximum renewal rental rates specified in Attachment C, provided Lessee gives ninety (90) days' written notice to Lessor of its intention to exercise the renewal option.

4.06 BLANK

4.07 PURCHASE OPTION (IF APPLICABLE)

If this lease is an initial lease of all space in an entire, free-standing building, Lessor grants to Lessee an option to purchase exercisable by the State at the then fair market value. (See Attachment P, Purchase Option/Sales Contract).

4.08 TELECOMMUNICATIONS

Lessor shall impose no fee on Lessee's telecommunications line, including fees on the vendor of telecommunication services. Additionally, Lessee's choice of telecommunications vendor shall not be unreasonably restricted by Lessor.

ARTICLE V. LIABILITY

5.01 INSURANCE AND INDEMNITY

A. Lessor's Insurance

Lessor shall maintain in full force and effect during the Lease Term all-risk property damage insurance for the Building and the Common Area Facilities and all improvements on the Land and the Tenant Improvements described in Attachment B (Improvements), in the amounts of the full replacement values thereof, as the values may exist from time to time; Boiler and Machinery Insurance; Comprehensive General Liability Insurance, including Contractual Liability, on an occurrence basis with limits of not less than $5,000,000 per occurrence (this may be accomplished in the form of one policy and/or a combination of a primary policy and umbrella excess totaling $5,000,000); Worker's Compensation and Employer's Liability Insurance for all of Lessor's agents, employees, and contractors; Automobile Liability Insurance for any automobiles or vehicles operated by Lessor, its agents, employees, or contractors in connection with the operation or maintenance of the Building and the Common Area Facilities, with limits of not less than $1,000,000. Lessor's insurance shall be issued by insurance companies licensed to do business in the state where the Building is situated, with a general policyholder rating of at least A-and a financial rating of at least V in the most current Best's Insurance Report available at the time of execution of this Lease. If the Best's ratings are changed or discontinued, Lessor and Lessee shall agree to an equivalent method of rating insurance companies. Lessor shall annually provide a Certificate of Insurance that meets these specifications to Lessee upon request.

B. Lessee's Insurance

Lessee is self-insuring. A Certificate of Insurance of the Lessee's self-insurance coverage will be provided upon request. Limits of coverage are in accordance with existing State of Illinois statutes.

5.02 ENVIRONMENTAL ASSESSMENT

Lessor acknowledges that compliance with the National Emission Standard for Hazardous Air Pollutants promulgated by the United States Environmental Protection Agency pursuant to Section 112 of the Clean Air Act is a continuing obligation of the Lessor requiring any demolition or renovation activity completed on behalf of the State of Illinois to comply with the standards set forth in 40 CFR 61.145.

Lessor represents and warrants that the Building, Premises and Common Areas are free from all hazardous materials, including but not limited to asbestos.

Lessor agrees to indemnify, defend, and hold Lessee harmless from any costs and expenses, including attorney fees, incurred by Lessee, due to any liability arising from mold, asbestos claims or from any liability arising from any claims due to the presence of Hazardous Materials in the Building.

5.03 HOLDOVER

If, after the expiration or earlier termination of the Lease, the Lessee retains possession of the Premises, the Lease shall continue in full force and effect on the same terms and conditions except the Lease shall be on a month-to-month basis until terminated. Rent shall be paid monthly in arrears on a prorated basis at the last

effective rate paid during the Lease Term, less any funds being paid by the Lessee during the term toward fully amortized Temporary Tenant Improvement costs. Refer to Attachment C for Holdover Rent amount.

ARTICLE VI. STANDARD TERMS AND CONDITIONS

6.01 REQUIREMENTS OF LAW

Lessor shall be responsible for compliance, at Lessor's sole cost and expense, with all statutes, rules, ordinances, orders, codes and regulations, and legal requirements and standards issued thereunder, as the same may be enacted and amended from time to time (collectively referred to in this Lease as the "Laws"), which are applicable to all or any part of the physical condition and occupancy of the Building, the Common Area Facilities, or the Land or additions thereto.

Lessor represents and warrants that the Building, the Land, the Common Area Facilities, and the Premises are in compliance with the Laws as of the Lease Commencement Date.

Lessor shall also obtain, at Lessor's sole cost and expense, any permit, license, certificate, or other authorization required for the lawful and proper use and occupancy by Lessee or any other party of all or any part of the Premises, and shall exhibit the same to Lessee upon Lessee's request.

Lessor shall notify Lessee of any violation notices or waivers of building, OSHA or life safety codes, or outstanding insurance carrier recommendations that Lessor receives, with respect to the Building and the Common Area Facilities. Lessee shall notify Lessor of any OSHA violation notices with respect to the Premises. Lessor shall be responsible for the compliance of the Common Area Facilities with applicable laws relating to architectural barriers to the disabled, including but not limited to the law commonly known as the "Americans with Disabilities Act of 1990" (the "ADA"), as amended, and all relevant regulations promulgated thereunder. Lessor hereby agrees to indemnify, defend, and hold Lessee harmless from all loss, cost, liability, or expense, including reasonable attorney fees, resulting from its failure to comply with all laws relating to the Premises and condition of the Common Area Facilities, including but not limited to the ADA.

6.02 PREVAILING WAGE

All Improvements completed on behalf or for the use of the Lessee shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor.

6.03 FISCAL FUNDING

This Lease shall be subject to termination and cancellation without penalty in any year for which the General Assembly fails to make an appropriation sufficient to pay the Rent or other obligations of Lessee hereunder. Lessor acknowledges that all obligations of the Lessee shall also immediately terminate in the event any Federal funding source, upon which the Lessee is dependent to pay Rent or other charges under the terms of this Lease, fails to appropriate or otherwise make available the funds required.

6.04 FREEDOM OF INFORMATION ACT

This Lease and all related public records maintained by, provided to or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Lease.

ARTICLE VII. LOSS OF PREMISES

7.01 DAMAGES/UNTENANTABILITY

If the Premises or the Building are totally destroyed by fire or any other casualty, this Lease shall automatically terminate as of the date of such destruction. If any portion of the Building, the Common Area Facilities, or the Premises are damaged to the extent that Lessee cannot use any portion of the Building, or Common Area Facilities, or the Premises to conduct its business for at least ninety (90) days, Lessee may terminate this Lease as of the date of damage by notice to Lessor within thirty (30) days after such date. If the Building or any portion of the Common Area Facilities or the Premises are damaged by fire, casualty, or any other cause then, except as provided below, the damage shall be promptly repaired by and at the sole cost and expense of Lessor. Until such repairs and restoration are completed, the Rent shall be abated in proportion to the portion of the Premises or Common Area Facilities that are unusable or inaccessible by Lessee in the conduct of its business by virtue of such casualty.

7.02 CONDEMNATION

If, during the term of this Lease or any renewal, the whole or part of the Land, Building, Common Area Facilities or Premises is condemned so as to make the Premises unusable or a considerable loss of utility results, the Lessee may terminate the Lease by giving at least thirty (30) days' written notice. Lessee will be entitled to a portion of any award to the extent of any unamortized improvement costs paid for directly or indirectly by Lessee.

ARTICLE VIII. ESTOPPEL

8.01 ESTOPPEL CERTIFICATE

Lessee shall, upon written request from Lessor, execute, acknowledge, and deliver to Lessor a written statement certifying that the Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modification; the dates to which the Rents and other charges have been paid; and whether or not to the best of Lessee's knowledge Lessor is in default hereunder and, if so, specifying the nature of the default.

ARTICLE IX. NON-DISTURBANCE AND QUIET ENJOYMENT

9.01 NON-DISTURBANCE

This Lease and any extensions of the term hereof shall be subordinate, at the option of Lessor, to any and all encumbrances given by Lessor on the Premises or to secure funds for any building to be constructed by Lessor or the completion of other renovations or improvements to the existing structures located on the Premises to be performed by Lessor. Lessor and Lessee agree to execute and deliver a written Agreement of Subordination, Non-Disturbance and Attornment in the form provided in Attachment Q attached hereto within thirty (30) days after a request for such agreement from the other party.

9.02 QUIET ENJOYMENT

Lessee shall have the peaceful and quiet enjoyment and possession of the Premises without any interference from Lessor or any person claiming by, through, or under Lessor.

9.03 PROPERTY TAXES AND OTHER ENCUMBRANCES

Lessor shall pay all real estate taxes, assessments, and other governmental charges assessed, levied, or imposed against the leased premises and any improvements thereon or otherwise becoming payable during the Lease Term or any renewals or extensions thereof and in no event shall Lessee be liable for such charges or costs. Lessor warrants that there does not exist at the commencement of the Lease Term, and that it will not allow to exist during the Lease Term and any renewal or extension thereof, any lien, easement, nuisance or other right or action that does or reasonably may interfere with Lessee's quiet enjoyment and use of the leased premises. Lessor further warrants that, to the best of its knowledge, there is no litigation or proceedings filed or pending that could or might affect the validity of this lease or that could or might materially affect Lessor's ability to perform this agreement.

ARTICLE X. DISPUTES

10.01 DEFAULT BY LESSOR

If Lessor fails to perform any of its obligations under this Lease (a "Lessor Default"), Lessee may give Lessor notice specifying the Lessor Default. If a cure is not accomplished within fifteen (15) days after receiving notice from Lessee or within a reasonable period of time thereafter or if the Lessor Default cannot be cured within fifteen (15) days and Lessor is not pursuing a cure with due diligence, then in addition to all rights, powers, or remedies permitted by Law, Lessee may (i) correct the Lessor default and deduct the cost from the Rent; or (ii) withhold the payment of Rent and any other sums due hereunder until Lessor has corrected the specified Lessor Default; or (iii) upon the failure of Lessor to cure any Lessor Default within thirty (30) days of receipt of notice thereof, Lessee shall have the right to seek the judicial remedy of specific performance, or to terminate this Lease by providing Lessor with notice of such termination.

10.02 REDUCTION OF SERVICES

The Rent is based in part upon services that Lessor shall provide as described in Section 3.01 (CARE AND MAINTENANCE). If, for any reason, Lessor does not provide any or all of these services in the manner described in Section 3.01 for more than five (5) consecutive days following notice of such failure from Lessee, the Rent shall be abated on a per diem basis for the period of interruption beginning with the date the interruption in services began and ending when the services are fully restored.

10.03 SELF HELP

In the event that the Lessor has failed to perform any of its services or maintenance within the Premises, then Lessee shall have the right to perform such maintenance or service and charge Lessor. Lessee may offset the associated costs against Rent if Lessor does not pay Lessee's invoices.

10.04 GOVERNING LAW

This Lease, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Illinois.

ARTICLE XI. MISCELLANEOUS

11.01 FORCE MAJEURE

After the Lease Commencement Date, or after Lessee takes occupancy of the Premises, neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Lease if the party's failure to perform is attributable to war, riot, acts of God, or the elements or any other unavoidable act not within the control of the party whose performance is interfered with and that by reasonable diligence such party is unable to prevent. However, neither party shall be excused from the timely performance of its obligations under this Lease for a period of time greater than ninety (90) days on account of force majeure.

11.02 OCCUPANCY AND SURRENDER

The OAG will be entitled to occupancy on the Lease Commencement Date. If for any reason occupancy is delayed, Lessee will not be liable for Rent until it has taken occupancy, and rental will be prorated from date of occupancy. If occupancy is not given within 30 days after the Lease Commencement Date for reasons other than delay by causes beyond the reasonable control of the Lessor, then Lessee at its own option may terminate the Lease.

Cause for delay beyond the reasonable control of the Lessor shall be the result of strikes, lockouts, or causes that could not have been reasonably foreseen by Lessor. It is understood and agreed by parties hereto that the inability of Lessor to acquire mortgage or other financing, for whatever reason, shall not constitute unforeseeable cause for delay.

All improvements including but not limited to systems furniture and Lessee trade fixtures, including moveable partitions, panels, screens, and HVAC systems provided by Lessee, are Lessee's property and shall remain Lessee's property at the expiration of the Lease Term, unless otherwise so elected by Lessee.

Upon the termination of this Lease, Lessee's only requirement shall be to return the Premises in broom-clean condition.

11.03 BINDING ON SUCCESSORS

This Lease shall bind the parties, their heirs, successors, representatives, and permitted assigns.

11.04 PARTIAL INVALIDITY

If any provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease and the application of such provision to all other persons and circumstances shall not be affected and shall be valid and enforceable to the fullest extent of the law; provided, however, if the provisions of this Lease relating to Lessee's stated use of the Premises shall be determined by any government agency having jurisdiction to be invalid or unenforceable, this Lease, effective as of the date of such determination, shall be, and shall be deemed to be, void and of no further force or effect, and Lessee shall have no further obligations hereunder.

11.05 WAIVER

The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

11.06 BREACH

Failure of the Lessor to comply with this Lease, including but not limited to the failure to complete Improvements in accordance with Section 1.08 herein or within the time as agreed upon in this Lease, or failure to make or complete repairs in a reasonable time is a breach of this Lease. In the event Lessee is in possession or elects to take possession of the Premises prior to completion of Improvements, Lessee shall have the option of curing the breach by reducing lease payments equal to the corresponding percentage of the improvement value to the lease value until the Lessor complies with the Lease and Improvements are certified as complying with Section 1.08 herein by the Lessee. Lessee shall have the option of curing the breach by having the work done and deducting actual costs plus a reasonable administrative fee from rental payments or terminating the Lease. If the Lease is terminated, Lessee may take, or remain in, possession, making lease payments at the reduced monthly rate until suitable substitute premises are available. Rental periods less than one full month shall be prorated on a daily basis.

11.07 COVENANTS BINDING

All covenants and representations made in this Lease are dependent, and will be binding upon, apply to, and be for the benefit of any successor in interest to the parties. No provision of this Lease may be modified or additional requirements established without the express written approval of the parties.

11.08 AUDIT/RETENTION OF RECORDS

Lessor and its subcontractors shall maintain books and records relating to the performance of the Lease and necessary to support amounts charged to the State under the Lease. Books and records, including information stored in databases or other computer systems, shall be maintained by the Lessor for a period of three years from the later of the date of final payment under the Lease or completion of the Lease, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the Auditor General, the Auditor General's Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Lessor 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 the Lease for which adequate books and records are not available to support the purported disbursement. The Lessor or subcontractors shall not impose a charge for audit or examination of the Lessor's books and records.

11.09 OWNERSHIP

Lessor covenants and warrants that record title to the Premises is held by the Lessor or that Lessor has lawful authority and the requisite site control to enter into this Lease by virtue of other contractual agreements with the record title owner or subsequent transferees, assigns, or successors in interest (i.e., Lessee, Sub-Lessee, Contract Purchaser, Optionee, etc.). Failure by the Lessor to fully and accurately complete the provisions of Attachment K, the Real Estate Disclosure Statement, attached hereto and incorporated by reference herein, shall constitute a material breach of this Lease.

It is acknowledged that in the event of such a material breach by the Lessor, its assigns, transferees, or other successors in interest, Lessee shall be entitled to immediately terminate this Lease and vacate the Premises. In the alternative, Lessee may elect to declare the material breach but retain possession for the balance of any term remaining, and as liquidated damages and not as a penalty, to reduce rental payments and other charges due hereunder by twenty-five percent (25%) for the entire term of this Lease, including any extensions thereto or

periods of holdover, or until the material breach is cured by full and complete disclosure, whichever occurs first. The foregoing reductions represent a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses to Lessee that might result from such breach.

11.10 CHANGE OF OWNERSHIP OR BENEFICIAL INTEREST

Lessee must be notified in writing by Lessor of any change in ownership and/or beneficial interest of a trust within thirty (30) days of the event. All assigns, transferees, or other successors in interest to Lessor shall be required to comply with any and all disclosure requirements of applicable Illinois law, administrative rule, or regulation governing real estate transactions. It is understood and agreed by the parties that any subsequent assigns, transferees, and other successors in interest to the Lessor shall be specifically subject to the liquidated damages provisions of the preceding Article for material breach in failing to comply with disclosure requirements.

11.11 CONTRACTUAL AUTHORITY

The Office of Auditor General, as Lessee, shall be the only State entity responsible for payment under this Lease. When the Auditor General or authorized designee signs for the Agency, they do so as approving officer and shall have no liability to Lessor.

11.12 COMMISSIONS

Lessor represents and warrants to Lessee that there is no third party entitled to any commission or any other form of compensation contingent upon this Lease being awarded and/or executed in connection with this transaction. This includes, but is not limited to, broker's commissions and sales commissions from any of the improvements that are part of any offer.

11.13 BROKERS

Lessor and Lessee each represent and warrant to one another that neither of them has employed any broker, agent or finder in carrying on the negotiations relating to this Lease. Lessor shall indemnify and hold Lessee harmless, from and against any claim or claims for brokerage or other commissions arising from or out of any breach of the foregoing representations and warranties.

11.14 GOVERNING LAW AND JURISDICTION

Illinois law shall be used in interpreting this Lease and in determining the rights of the parties under its terms and conditions. Jurisdiction shall be in the State of Illinois Court of Claims as to any legal action or proceeding filed by Lessor for litigation of rights or claims against the Lessee.

11.15 NON-DISCRIMINATION

Lessor, its employees, and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act of 1990, and rules applicable to each. The Department of Human Rights Equal Employment Opportunity clause is incorporated by reference.

11.16 TIME IS OF THE ESSENCE

Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

11.17 REMEDIES CUMULATIVE

All remedies provided for the benefit of the Lessee under this Lease are cumulative. Lessee's selection and imposition of a particular remedy shall not be deemed an election of remedies under this Lease.

11.18 ENTIRE AGREEMENT

This Lease and all of its written attachments, exhibits, riders, addendums, modifications, and amendments constitutes the entire agreement between Lessor and Lessee with respect to the Premises and the Common Area Facilities and may be amended or altered only by written agreement executed by both parties.

11.19 ATTACHMENTS

The following attachments are part of this Lease and were attached before this Lease was signed by the parties:

Attachments:
- A-1. Plan of Premises (provided by the Lessor)
- A-2. Plan of Parking Areas (provided by Lessor)
- B. Improvements (provided by Lessor)
- C. Pricing/Rent Schedule
- D. Evidence of Authorization to Transact Business in Illinois
- E. Department of Human Rights Public Contract Number
- F. Disclosure of Subcontractors
- G. Standard Certifications
- H. Financial Disclosures and Conflict of Interest Form
- I. Taxpayer Identification Number Certification
- K. Real Estate Disclosure Statement
- L. Land Trust Beneficial Interest Disclosure Application
- O. Janitorial Services/Integrated Pest Management (if applicable)
- P. Purchase Option & Sales Contract (if applicable)
- Q. Agreement of Subordination, Non-Disturbance, and Attornment

Legal Description of Leased Premises/Location Map

11.20 AUTHORITY TO EXECUTE

Parties signing this Lease on behalf of the Lessor certify that they have authority to execute the Lease and to commit to all described covenants.

LESSOR:	
BY:	
DATE:	
PRINTED NAME:	
TITLE:	
ATTEST:	

OFFICE OF AUDITOR GENERAL, LESSEE

BY:	
DATE:	
PRINTED NAME:	**William G. Holland**
TITLE:	**Auditor General**
ATTEST:	

ATTACHMENT O: JANITORIAL SERVICES/ INTEGRATED PEST MANAGEMENT

JANITORIAL SERVICES/INTEGRATED PEST MANAGEMENT

This Attachment is incorporated by reference into any lease in which the Lessor is responsible for cleaning services.

Janitorial vendor shall complete all recommended maintenance and sanitation measures with recommended frequency as necessary to prevent pest infestations as identified by the Integrated Pest Management vendor.

Work Specification List - Janitorial

WORK ITEM AND LOCATION		**OPERATION**		**FREQUENCY**
OFFICE AREA:				
Trash		Empty		Daily
Desks		Dust		Daily
Carpet		Vacuum		Daily
		Spot Clean		As Needed
		Shampoo		2 Times per Year
BREAK AREAS/VENDING:				
Floors		Vacuum & Mop with Disinfectant		Daily
Sinks		Scour & Disinfect		Daily
Countertops		Scour & Disinfect		Daily
Trash		Empty		Daily
Behind and Beneath Vending Machines & Kitchen Appliances (Refrigerator)		Vacuum & Mop with Disinfectant		Daily
RESTROOMS:				
Sinks		Scour & Disinfect		Daily
Urinals		Clean & Disinfect		Daily
Bowls		Clean & Disinfect		Daily
Stall Partitions		Wash Graffiti		As Needed
Floors		Mop with Disinfectant		Daily
Mirrors		Clean		Daily
Tissue		Replace		Daily
Hand Towels		Replace		Daily
Hand Soap		Replace		Daily
Trash		Empty		Daily
ELEVATORS:				

Walls		Wash		Daily
Tracks		Vacuum		Weekly
Carpet		Vacuum		Daily
LOBBY & STAIRWAY:				
Floors		Dust Mop		Daily
		Damp Mop		Daily
		Buff		Weekly
		Scrub & Wax		Monthly
		Strip, Seal & Wax		As Needed
Glass Doors		Wash		Daily
Windows (Exterior)		Wash In/Out		2 Times per Year
Exterior Walk		Sweep		Daily
Light Fixtures		Cleaned		Weekly

Work Specification List – Integrated Pest Management

To minimize potential exposure to pesticides and rodenticides (except use as bait and traps) in the indoor environment, Integrated Pest Management practices shall be used in the tenant space. At a minimum, the Lessor shall provide the following services for Integrated Pest Management:

(1) An initial inspection of the tenant space to identify problem areas, equipment, structural features and management practices that could contribute to pest infestations, and written recommendations to reduce potential pest infestations;

(2) written methods and procedures to assess pest population levels, monitoring stations and inspection schedules;

(3) written description of site-specific pest control methods and least-hazardous methods to be used to respond to pest populations exceeding established thresholds including bait and trap stations;

(4) written recommendations for maintenance and sanitation measures required to prevent future pest infestations;

(5) written Notice, subject to Lessee approval, for the application of pesticides or other chemicals when necessary to control an existing pest infestation including Material Safety Data Sheets; and,

(6) the prohibition of routine scheduled spraying of chemical substances as a pest management practice.

ATTACHMENT P –
PURCHASE OPTION/SALES CONTRACT

PURCHASE OPTION

The following option to purchase supersedes and renders null and void any previous purchase options granted under this lease or any amendments of this lease.

Option to Purchase: Landlord grants to the State of Illinois ("Tenant") the option to purchase (Purchase Option) the building, building fixtures, land, and other personal property and real estate (property) on the following terms and conditions contained in the attached Sales Contract, for a purchase price equal to the then "Fair Market Value" of the property.

The Purchase Option shall be exercised in two (2) stages. In the first stage the Tenant will give notice of its interest in acquiring the property subject to determination of the purchase price (Initial Option Notice). In the second stage of the Purchase Option, Tenant shall give Landlord notice of its exercise of the option at the purchase price.

Fair Market Value shall be determined by appraisal using the following method:

I. The determination of fair market value shall be made by three (3) State Certified Appraisers, each of whom has worked as a full time appraiser in the Springfield, Illinois area for at least five (5) years prior to their selection. Landlord and Tenant shall each select one (1) appraiser. The third appraiser shall be chosen by these two appraisers within five (5) days of their selection.

   Each appraiser shall be independent, familiar with office and buildings and their value in the Springfield, Illinois area, and experienced in working real estate appraisals. If any party, including the two (2) appraisers, fails to designate its appraiser in a timely fashion, then the party or parties who have selected appraisers shall request that the President of the Illinois Chapter of the American Institute of Real Estate Appraisers appoint the required appraiser. Such appointment shall be binding on all parties. Landlord and Tenant will equally share the cost of appraisals.

II. Each appraiser shall submit its written appraisal of fair market value of the property to Landlord and Tenant simultaneously no later than ninety (90) days after the appointment of the third appraiser. The three (3) appraisals shall be added together and their total divided by three; provided, however, that if the highest appraisal is more than one hundred seven percent (107%) of the lowest appraisal, then the appraisal which is furthest from the middle appraisal shall be disregarded and the remaining two (2) appraisals shall be added together and their total divided by two; and the resulting quotient shall be the "Fair Market Value" (that is, the Purchase Price) of the Property. Notwithstanding the foregoing, in the event that not all of the appraisals are submitted by the time designated above then; 1) if only two (2) appraisals are timely submitted, the average of said two (2) appraisals shall be deemed to be the "Fair Market Value", 2) if only one (1) appraisal is timely submitted then that appraisal shall be deemed to be fair market value or 3) if none of the appraisals are submitted timely, then that appraisal which is first submitted to Landlord and Tenant after the required submittal date shall be deemed to be the "Fair Market Value".

III. If the appraisers fail to report their determination on or before the required submittal date, then the date by which Tenant must give the Option Exercise Notice shall be delayed until thirty (30) days after the date on which Tenant receives the determination by the appraiser(s) of the "Fair Market Value".

   Provided that no monetary default then exists under this Lease, Tenant shall have the right to exercise the Purchase Option, if at all, by giving Landlord the Initial Option Notice at any time during the term of the Lease, together with four (4) copies of the Contract executed by Tenant dated the date of said Option Exercise Notice (with the date of the Closing inserted in Section 3 of the Contract. Within five (5) days of Landlord's receipt of the four (4) copies of the Contract executed by Tenant, Landlord shall execute and return to Tenant two (2) of said Contract.

   It is expressly understood and agreed by the parties that:

   A. The consideration for the granting and continuance of the Purchase Option shall be deemed to be Tenant's entering into this Lease and Tenant's performance as Tenant thereunder of its obligation under this Lease;

   B. Tenant's failure to close its acquisition after exercising the Purchase Option shall not, in and of itself, constitute a default under this Lease;

C. Tenant's obligations under the Contract are subject to Tenant obtaining, (1) an appropriation from the General Assembly of a sufficient amount of funds with which to purchase the Property and (2) an opinion of the Attorney General of the State of Illinois approving the condition of title to the Property which Tenant shall receive at the closing and should either or both the foregoing contingencies not be satisfied by the proposed closing date then Landlord or Tenant shall have the right, at any time after the proposed closing date and prior to the time both of said contingencies are satisfied, upon written notice to the other, to terminate the Contract, in which event, neither party shall have any further rights or obligations under the Contract, but this Lease shall remain in full force and effect;

D. Tenant may only assign its rights under the Contract to any Governmental Agency or to any entity the effect of which will be that Tenant or any such Governmental Agency will be the beneficial owner or the user of the Property (and the foregoing limitation on assignability shall not be deemed to preclude Tenant's assignment of the Contract to any entity where the purpose of such assignment is to provide a means of financing Tenant's or any Governmental Agency's "financing" of its acquisition of the Property); and

E. The Contract will provide that any and all monetary defaults of Tenant under this Lease shall be cured at, or prior to, the closing under the Contract.

SALES CONTRACT

The parties to this contract _____, Seller, and the State of Illinois, acting through its _____, Buyer, agree to the sale and purchase of the Real Estate further described in Exhibit A.

I. **SALES PRICE**: The sales price of the Real Estate described in Exhibit A and all personal property inventoried in Exhibit B shall be _____.

II. **CLOSING DATE**: The closing date shall be _____ or _____ days after all contingencies are met.

A. On Closing Date, Seller shall convey title to the Property to Buyer by Warranty Deed in recordable form and Seller shall deliver or cause to be delivered to Buyer or Buyer's designee those additional documents described in Section 5 b hereof. Buyer shall obtain an exemption for payment of any transfer tax or documentary tax imposed or charged by the State of Illinois, _____ and City _____ , Illinois and shall prepare and execute all tax declarations related thereto.

B. On the Closing Date, Seller shall deliver to Buyer or Buyer's designee the following documents:

1. Warranty Deeds for each of the Premises, in recordable form, conveying each of the Premises to Buyer;

2. Owner's title insurance policy;

3. Bill of Sale for any Personal Property described in Exhibit B;

4. Assignment of the Lease, as amended time to time; and

5. such other documents and instruments as may be reasonably necessary to achieve closing of this transaction and which do not materially change the rights and obligations of the parties hereunder.

All documents to be furnished by Seller pursuant hereto shall be in form and substance reasonable satisfactory to Buyers and its counsel.

C. On the Closing Date, Buyer shall deliver to Seller the following:

1. The Purchase Price, plus or minus net credits and prorations; and

2. such other documents and instruments as may be reasonably necessary to achieve closing of this transaction and which do not materially change the rights and obligations of the parties hereunder.

All documents to be furnished by Buyer pursuant hereto shall be in form and substance reasonably satisfactory to Seller and its counsel.

D. Possession of the Property shall be delivered to Buyer on the Closing Date.

III. **CONVEYANCE**: Seller agrees to convey good and merchantable title by deed acceptable to buyer upon payment of the purchase price at closing.

CONTINGENCIES: This contract is contingent upon:

A. The approval and issuance of an opinion by the Attorney General of the State of Illinois pursuant to Fraud in Public Contracts Act (Ill. Rev. Stat., ch. 127, par. 132.52).

B. Availability to Buyer of a suitable appropriation or at Buyer's option alternative financing.

C. Phase I environmental report acceptable to Buyer.

IV. REPRESENTATIONS AND WARRANTIES

A. The Seller hereby represents and warrants to and agrees that:

1. There are no service, maintenance, union, management or other executory contracts executed by Seller relating to the property which would be effective after the transfer of ownership by the Seller except as set forth on Exhibit C attached hereto;

2. Neither Seller nor any of its agents have received any notice from any governmental authority relating to existing pollution, health, safety, environmental, building, or zoning code violations which are pending or undisposed of, and have not received any notice from any governmental authority covering the possible widening, change of grade or limitation on the use of streets abutting any of the Properties or concerning the imposition of any special taxes or assessments which are pending or otherwise not paid;

3. Seller has full capacity, right, power and authority to execute, deliver and perform this Contract and all documents to be executed by Seller pursuant hereto and all required action therefore has been duly taken. Assuming that this Contract is binding on and enforceable against purchase, this Contract and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, subject to the effect of bankruptcy laws and other laws of general application affecting the rights and remedies of creditors and subject to the availability of equitable remedies;

4. To the best of Seller's knowledge, there is no pending litigation or like proceedings before any governmental agency which, if successfully pursued, could result in any adverse change in the condition of any of the Property or the operation thereof;

5. There are no employees of any of the Property whose employment is not subject to termination upon not more than thirty (30) days notice; and

6. The Seller has no knowledge of any actions or lawsuits which have been commenced or threatened by a governmental agency or any other person or entity claiming non-compliance with any environmental law, rule, regulation or ordinance. The Seller has never applied for environmental liability insurance, or if it has so applied, it has never been denied such coverage.

B. Seller shall reaffirm the foregoing representations and warranties on the Closing Date and shall deliver to Buyer on the Closing Date a certificate evidencing such reaffirmation. In the event that any such certificate required under this Section shall disclose the existence of any matter which is materially detrimental to the Property as reasonably determined by Buyer and which has not been expressly disclosed herein or previously disclosed and waived in writing by Buyer, Seller shall have no obligation to purchase the Property. All of the Seller's representation, warranties and agreements as herein made or provided for shall survive after the Closing Date.

C. Buyer shall have the right in its reasonable discretion to waive any breach by Seller of any of its representations, warranties and agreements under this Section in which case this Contract and the rights and obligations of the parties hereunder shall continue as if such representation, warranty or agreement by Seller had never been included in this Contract.

V. INTERIM OPERATION; DOCUMENT DELIVERY

A. Within ten (10) days after the date hereof, Seller shall deliver to Buyer true, correct and complete copies of the following (including all amendments thereto) to the extent the same shall not have been previously delivered to Buyer:

1. all documents and instruments creating a title exception reflected in the commitment for title insurance;

2. to the extent available to or in the possession of the Seller, as-built plans and specifications for the improvements on the Property;

3. an inventory of the Premises (other than buildings) and of the Personal Property to the extent any of such property is owned by Seller; and

4. all guaranties and warranties, if any, in favor of Seller and in effect with respect to the Property or any part thereof which shall, insofar as possible, be assigned by Seller to Buyer on the Closing Date.

VI. SURVEY AND TITLE INSURANCE

A. Seller will furnish to Buyer at Seller's expense current plats of survey of each of the Premises prepared by a licensed land surveyor, acceptable to the Buyer.

B. Seller shall deliver to Buyer on the Closing Date, at Seller's expense, ALTA Form B owner's title insurance policies issued by the Title Insurer. Each of such policies shall be in the amount of the Purchase Price and shall show title to the Property in the Buyer.

VII. PRORATIONS

General real estate tax expenses customarily prorated upon the sale of real estate in the _____, Illinois area and affecting the Properties shall be adjusted and prorated as of the Closing Date based on most recent ascertainable bills. Any rentals received with respect to the Property shall be prorated to the Closing Date. All prorated taxes shall be deposited by Seller in Escrow to be paid to the proper authorities on or before the due date of such taxes.

VIII. BROKER

A. Buyer hereby represents and warrants to Seller that neither Buyer nor any of Buyer's agents or employees has submitted this transaction to any broker, finder, real estate agent or other intermediary so as to give any such party a claim for a broker's commission, finder's fee or similar commission with respect to or by reason of this transaction. Buyer hereby agrees to indemnify and hold Seller free and harmless from and against any and all loss, cost and injury suffered by Seller as a result of Buyer's breach of the warranty and agreement in this Section.

B. Seller hereby represents and warrants to Buyer that neither Seller nor any of Seller's agents or employees has submitted this transaction to any broker, finder, real estate agent or other intermediary so as to give any such party a claim for a broker's commission, finder's fee or similar commission, with respect to or by reason of this transaction. Seller hereby agrees to indemnify and hold Buyer free and harmless from and against any and all loss, cost and injury suffered by Buyer as a result of the breach of the warranty and agreement in this Section.

C. The representations, warranties and indemnities of the parties under this Section shall survive the closing of this transaction or any termination of this Contract.

IX. COMPLIANCE

A. Seller certifies that it is not barred from receiving State contracts or subcontracts as a result of bribing, attempting to bribe or admitting to bribing an officer or employee of the State of Illinois (See Ill. Rev. Stat. 1987, ch. 127, par. 132.10-1), and is not barred from bidding on or receiving State contracts as a result of illegal bid rigging or bid rotating as defined in Section 33-E3 or 33-E4 of the Criminal Code of 1961 (See Ill. Rev. Stat. 1987, ch. 38, pars. 33-E3 and 33-E4), and is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (See Ill. Rev. Stat. ch. 68, pars. 101-103).

X. MISCELLANEOUS

A. The Contract constitutes the entire agreement between the parties pertaining to this transaction and supersedes any and all other or prior written or oral agreements or understanding between them pertaining to this transaction. No representations, warranties or inducements, express or implied, have been made by either party to the other except as set forth herein.

B. The headings of this Contract are for convenience of reference only and do not in any way limit or amplify the terms and provisions hereof.

C. No amendment or modification to this Contract shall be effective unless in writing and signed by the parties.

D. From time to time prior to and after closing hereunder, each party shall execute and deliver such instruments as may be reasonably requested by the other party in order to carry out the purpose and intent of this Contract.

E. All notices, demands or delivery of documents required or permitted hereunder shall be deemed effectively delivered if personally delivered or three (3) days after deposit in United States Certified or Registered Mail, Return Receipt Requested, to the parties at the following addresses:

1. If to Purchaser:

2. If to Seller:

or to such other address as the parties may from time to time hereafter designate by notice to the other parties.

F. This Contract, and the rights and obligations of the parties hereunder, shall be governed in accordance with the laws of the State of Illinois.

G. Time shall be considered to be of the essence of this Contract.

H. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

I. This Contract is executed and delivered by _____, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against _____, because or in respect of this Contract or the making, issuance or transfer hereof, all such liability, if any, being expressly waived by each taker and holder hereof.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

SELLER:

By: _____

Title: _____

PURCHASER: STATE OF ILLINOIS

By: _____

Title: _____

ATTACHMENT Q: AGREEMENT OF SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT

AGREEMENT OF SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT

THIS AGREEMENT is entered into on the _____ day of _____, 20__, by and between _____ _____ ("Lender"), a _____ corporation having its principal offices _____ _____and the **Office of Auditor General** ("Lessee"), _____, Springfield, Illinois**,** on the basis that:

A. Lessee and _____ ("Lessor"), entered into a written Lease on the _____ day of _____, 20____ and known as Lease Control No._____ (the Lease"), for certain Premises described in that Lease as _____.

B. Lender holds a mortgage (the "Mortgage") that encumbers the Premises in the aforesaid Lease.

C. Lessee has agreed that the Lease shall be subject and subordinate to the Mortgage.

D. Lender and Lessee wish to recognize the Lessee's right to occupy the Premises according to the terms and conditions of the Lease.

It is hereby agreed, in consideration of the promises and covenants contained herein, that during the term of the Lease and any extension thereof:

1. So long as Lessee is not in default in the performance of the terms, covenants, or conditions of the Lease, Lender shall not terminate Lessee's interest in the Premises under the Lease because of any default under the Mortgage by Lessor and Lender shall not disturb Lessee's possession or any other right of Lessee under the Lease.

2. Tenant agrees that if the ownership interests of Lessor are transferred to and held by Lender, or its designated assigns, by reason of foreclosure or by any other legal manner, then Lessee shall attorn to Lender, or its designated assigns, and shall recognize Lender, or its designated assigns, as the successor Lessor under the Lease, provided, however, that the Lender and any other successor Lessor shall fully and expeditiously comply with the provisions of the Lease requiring Lessee to be notified of changes in ownership or beneficial interest, completion by Lessor of all requisite disclosure and related documents, and further subject to all rights of Lessee in the event of noncompliance by Lessor as set forth in paragraphs 11.09 and 11.10 of said Lease.

3. In the event the Mortgage is foreclosed, the Lease shall continue in full force and effect, except that the Lender or other successor Lessor shall not:

   a. Be bound by any prepayment of more than one month's Rent (except for any free Rent or other Rent abatement which shall have accrued);

   b. Be bound by any amendment, modification, or termination of the Lease made without the name of the Lender or other successor Lessor, after the effective date of foreclosure, unless the amendment, modification, or ending is specifically authorized by this Lease and does not require prior agreement or consent by Lessor.

4. Lender agrees no property owned by or removable by Lessee shall be subject to the lien of the Mortgage held by Lender or any mortgage made paramount to the aforesaid Lease by means of this Agreement.

5. The terms of this Agreement shall not be affected by the renewal, modification, amendment, replacement, or extension of the Lease.

6. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Lender: _____	**Lessee:** Office of Auditor General
By: _____	By: _____
Its: _____	Its: _____

ATTACHMENT R: DESIGN & CONSTRUCTION DOCUMENTS APPROVAL AND INCORPORATION

Lease A-13-1

Office of the Auditor General

DESIGN & CONSTRUCTION DOCUMENTS APPROVAL AND INCORPORATION

Lease A-13-1
Office of the Auditor General

In accordance with the terms and conditions of the above referenced Lease, the undersigned parties to the Lease approve the building design and construction documents as delineated by the set of drawings produced by _____ as detailed on the attached List of Drawings [to be provided by Lessor] for the purpose of incorporating the set of drawings as a portion of Attachment B to the Lease subject to any comments noted herein. The drawings are approved for general conformance with the Agency Programmed Requirements for the purpose of defining the interior space plan for the OAG. The Construction Documents are approved solely for the definition of the building design and general scope of work defined therein, and this approval is not to be construed as an approval of the documents relating to conformance with the requirements of any building permit issuing authority, applicable law, code or performance of any component or system of the building.

LESSEE **Office of the Auditor General**	**LESSOR**
By: _____	By: _____
_____	_____
Its: _____	Its: _____
Date: _____	Date: _____

Comments:

_____

_____

_____

_____

_____

ATTACHMENT S:
ALLOWANCE AUTHORIZATION

ALLOWANCE AUTHORIZATION

State of Illinois
Office of the Auditor General
Springfield, Illinois

In consideration of the cost proposals submitted by the Lessor for additional work requested by the OAG, the cost of the following work shall be deducted from the General Allowance:

1.	Additional Work Item.	$ 00,000.00
2.	Additional Work Item.	$ 00,000.00
3.	Additional Work Item.	$ 00,000.00
NET DEDUCTION FROM THE GENERAL ALLOWANCE		**$ 50,000.00**

Not valid until signed by all parties enumerated below.

Original General Allowance Sum	**$ 50,000.00**
Net Amount of Allowance Authorizations to Date	$ 00,000.00
General Allowance Balance prior to this Authorization	$ 00,000.00
Amount General Allowance Balance will be decreased by this Allowance Authorization	**$ 00,000.00**
The New General Allowance Balance including this Authorization	**$ 50,000.00**

RECOMMENDED BY:

Auditor General

Title Date

AGREED TO:

Lessor

Title Date

VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS

Any additional material and any exceptions must be noted on this page and provided as part of this attachment. We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.

Additional Material (mark one)

_____ No other material included

_____ Other material included (describe – attach additional pages if needed)

Exceptions (mark one):

_____ No exceptions

_____ Exceptions taken (describe – attach additional pages if needed)

Office of the Auditor General
Lease Abstract – Offer Review Form

OFFEROR

Name of Firm or Person(s): _____

Address: _____

City/State/Zip: _____

Contact Name: _____

Telephone No.: _____

Fax No.: _____

E-mail Address: _____

Taxpayer Identification No.: _____

FEE SIMPLE OWNER(S) OF BUILDING AND LAND

Name(s): _____

Address: _____

City/State/Zip: _____

If Not Held in Fee Simple,

Explain Basis of Site Control: _____

BUILDING NAME AND LOCATION

Name: _____

Address: _____

City/State/Zip: _____

County: _____

Real Estate Tax ID No.: _____

HISTORIC AREA PREFERENCE *(Attach maps designating such districts denoting the location of the building offered if applicable.)*

Is the proposed building located within a government recognized historic district? _____

Is the proposed building located within a central business district as designated by a local or regional planning agency? _____

LEASE INFORMATION

Proposed Lease Term: _____ Term Months: _____

Renewal Term: _____ Renewal Months: _____

Proposed Occupancy Date: _____

SQUARE FOOTAGE (SF)

Building Exterior Gross SF: _____ Proposed Rentable SF: _____

Building Interior Gross SF: _____ [Based on Area Measurement Rules, Title 44, Section 5000.310 IL Admin Code]

Building Rentable SF: _____

CURRENT BUILDING USE(S): _____

PROPORTIONATE SHARE: _____ [Tenant's percentage of Total Building Rentable Area]

FLOORS TO BE OCCUPIED UNDER LEASE (Define Area/Floor Plate)**:** _____

PARKING:

No. of Spaces Provided: _____ No. of Accessible Spaces Incl.: _____

LOCATION OF PARKING AREA: _____

_____

SERVICES AND MAINTENANCE (Check any services included in your offer):

- ❑ Gas
- ❑ Water/Sewer
- ❑ Electricity
- ❑ Janitorial
- ❑ Pest Management
- ❑ Scavenger
- ❑ Security Alarm Monitoring
- ❑ Security Alarm Maintenance
- ❑ LifeSafety Alarm Monitoring
- ❑ LifeSafety Alarm Maintenance
- ❑ Other:

ACKNOWLEDGEMENT OF ADDENDA:

The Offeror acknowledges receipt of the following Addenda to this Solicitation A-1-13, each issued subsequent to the publication of the solicitation and prior to the opening date. Failure to acknowledge receipt of all Addenda issued for the Solicitation may result in rejection of the Offer.

	Date	Acknowledgement
Addendum No. 1:	_____	_____
Addendum No. 2:	_____	_____
Addendum No. 3:	_____	_____
Addendum No. 4:	_____	_____

SCOPE OF OFFER:
(Offerors are encouraged to submit one or more proposals offering various lease options for our consideration)

If your Offer is for leased space in an **existing building**, indicate the scope of your offer:

- ❑ No improvements will be made. Existing building is offered as is. (Please note, however, if Lease requires OAG to relocate, Lessor shall provide the necessary professional services as defined in Attachment B to architecturally plan the space for occupancy by the OAG, and the necessary conduit, raceways or other approved cable distribution system from patch panels and electrical panels to complete the installation of systems furniture whether purchased new or relocated to the site by the OAG under separate contract.)

- ❑ Improvements that conform to all Building Program Requirements (*including* sustainable practices) and Tenant Space Requirements (Attachment B) will be made, except for the following specific requirements which are excluded:

  _____

  _____

- ❑ Improvements that conform to all Building Program Requirements (*excluding* sustainable practices) and Tenant Space Requirements (Attachment B), except for the following specific requirements which are excluded:

  _____

  _____

If your Offer is for leased space in a **new building to be constructed (build to suit)**, indicate the scope of your offer:

- ❑ Improvements that conform to all Building Program Requirements (*including* sustainable practices) and Tenant Space Requirements (Attachment B) will be made, except for the following specific requirements which are excluded:

  _____

  _____

- ❑ Improvements that conform to all Building Program Requirements (*excluding* sustainable practices) and Tenant Space Requirements (Attachment B), except for the following specific requirements which are excluded:

  _____

  _____

Note: If your Offer includes tenant improvements, by reference to each Division and subdivision of the Agency Programmed Requirements (Attachment B), please attach a separate itemization of estimated costs for BOTH permanent and temporary improvements.

CONTINGENCIES:

Lease Offer is contingent upon the acceptance of Non-Standard Language noted in Attachment to the Offer:

Yes: _____ No: _____

Request for Information No.: _____ Agency Programmed Requirements (Attachment B) dated: _____

I have read the above-referenced Agency Programmed Requirements and accept the spatial, performance and fiscal requirements as stated therein as a condition of submitting this offer to the Office of the Auditor General. I warrant that all statements made herein by the undersigned are true and correct. I further represent and warrant that I am empowered and duly authorized to execute this offer on behalf of the owner of the land and improvements. This Offer will remain in effect at least 120 days following offer due date.

Signature (Owner/Agency): **Date:**

Company:

Address/City/State/Zip:

Telephone No.: **Fax No.:**

Exhibit Z

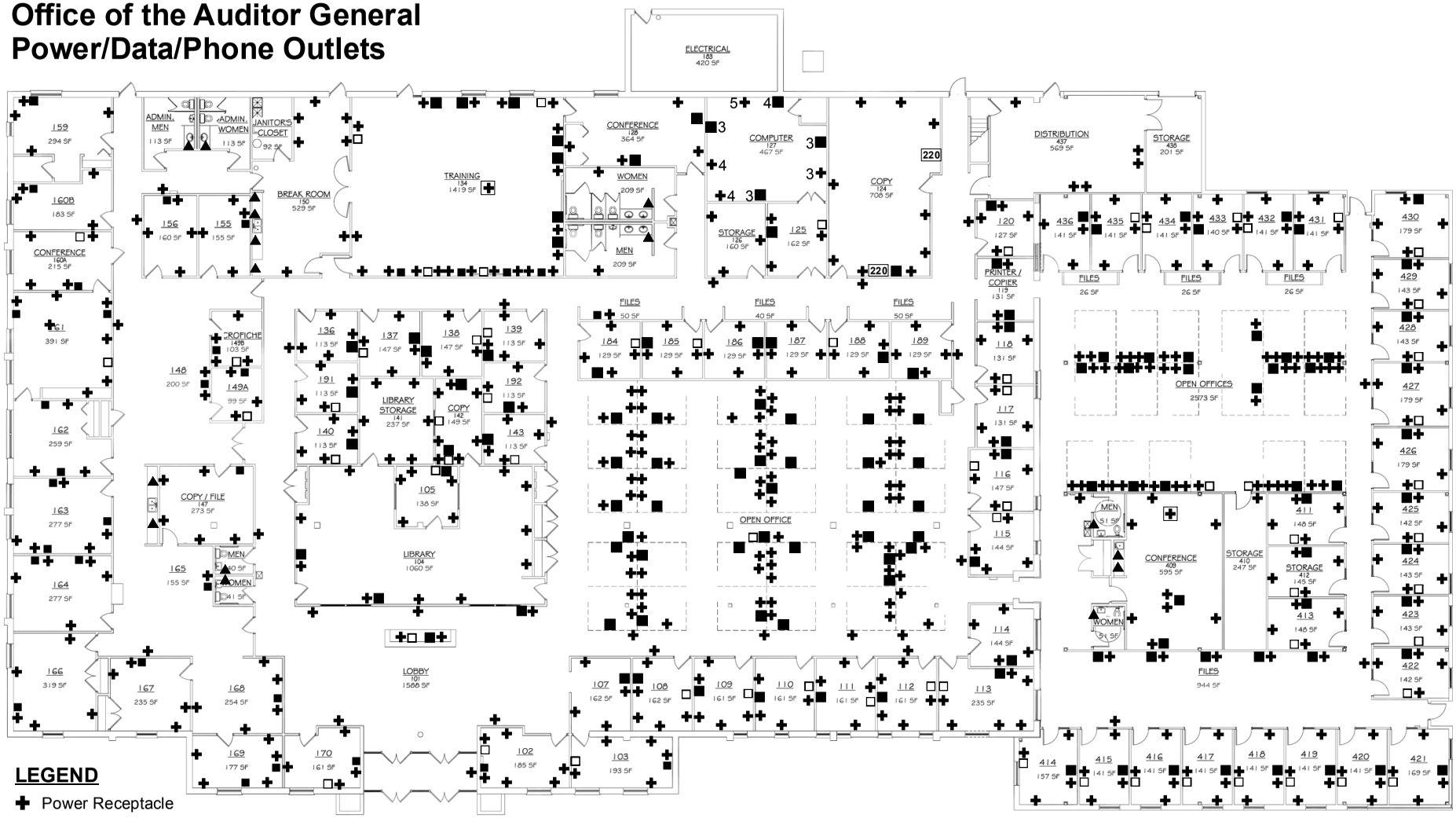
① First Floor Plan
1/8" = 1'-0"

OFFICE OF THE AUDITOR GENERAL
740 E. ASH ST., SPRINGFIELD, IL

DATE: MARCH 22, 2013

Exhibit Z-1

Office of the Auditor General
Power/Data/Phone Outlets



LEGEND

- ✚ Power Receptacle
- ■ Data/Phone Box
- □ Inactive Data/Phone Box
- ▲ Ground Fault Interrupter
- ✚ Power Receptacle on Ceiling
- 220 220V Power Receptacle

OFFICE OF THE AUDITOR GENERAL
740 E. ASH ST., SPRINGFIELD, IL

May 2, 2013

Exhibit Z-2
(Image 1 of 2)

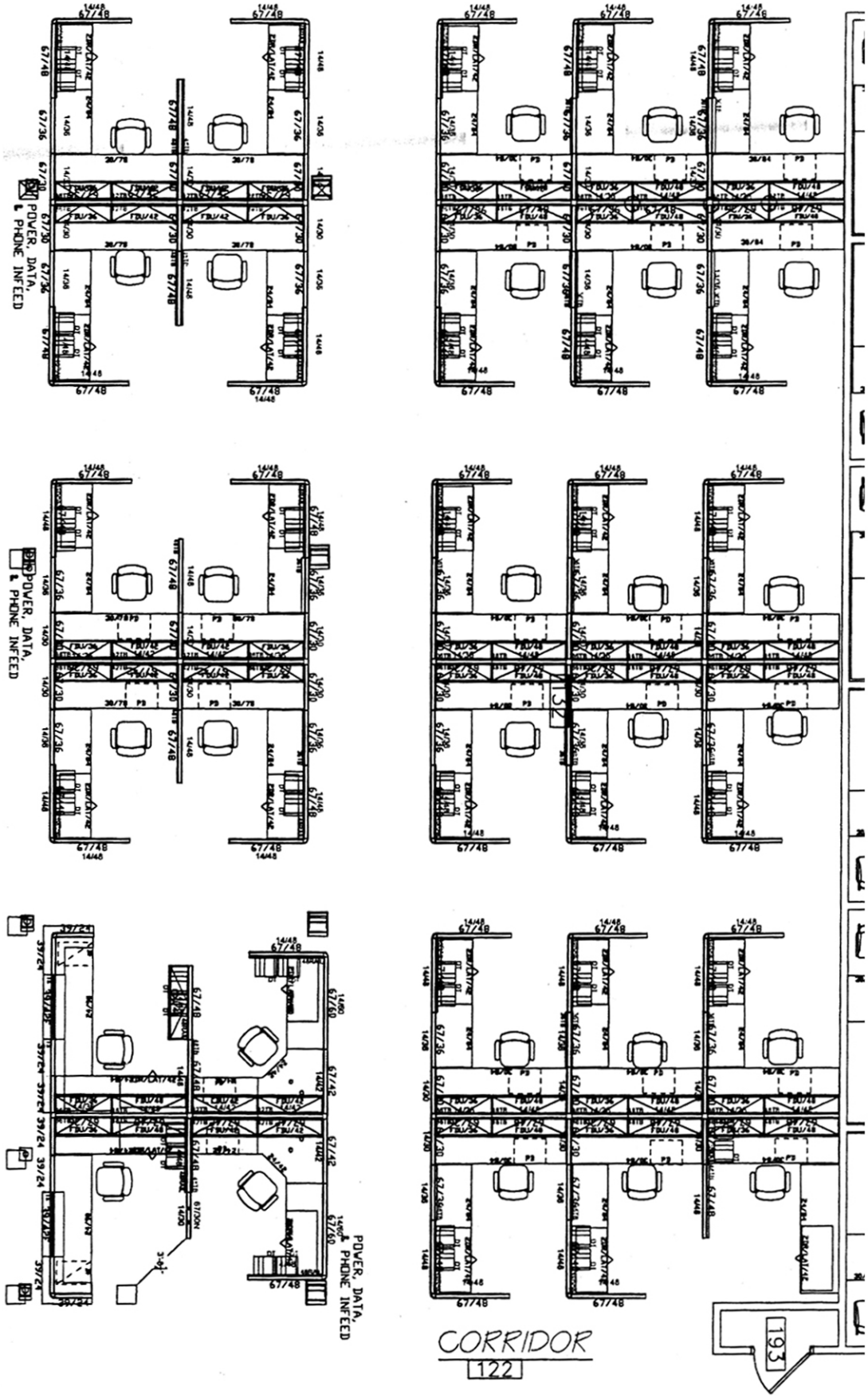
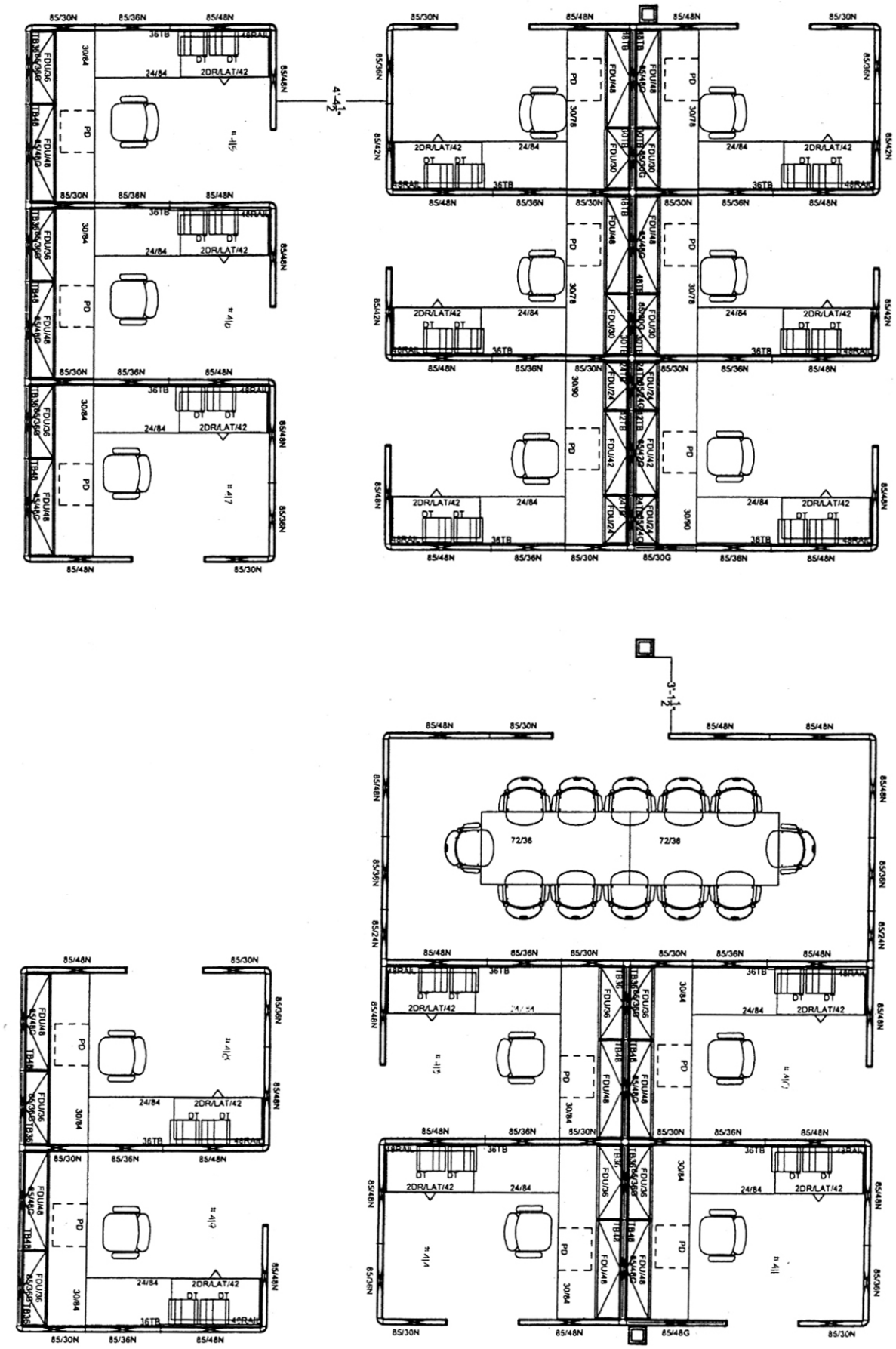



Exhibit Z-2
(Image 2 of 2)