

Request for Proposal (RFP)
Goodwill Industries of Greater Detroit (Goodwill) for
OAKLAND COUNTY MICHIGAN WORKS! PONTIAC
June 12, 2018

SUBMISSION DUE DATE / PROCEDURES

One (1) copy of each proposal must be received by 5:00 p.m. E.S.T. on June 28, 2018 to: Felicia Hunter, Chief Administrative Officer, Goodwill Industries of Greater Detroit, Email: fhunter@goodwilldetroit.org

Please be advised that proposals MUST be received by the date and time stated herein or they will not be accepted. There will be NO exceptions.

Introduction and Overview

Goodwill Industries of Greater Detroit (Goodwill), for its Oakland County Michigan Works! Pontiac is evaluating their space alternatives in Pontiac, Michigan. Please respond to the Request for Proposal (RFP) if you (Lessor or Landlord) have a potential location in the geographic boundaries set forth in this RFP. If you have more than one potential location, submit separate proposals for each location. Please review and read this package thoroughly.

Goodwill reserves the right to waive any irregularities or defects in any submission; to request clarifications or additional information regarding proposals; to conduct a Best and Final Offer (BAFO); and to reject any and all proposals at its sole discretion. The submission of this RFP does not constitute an agreement to lease with Goodwill. Goodwill shall assume no liability whatsoever for any expense incurred by a Landlord in replying to this RFP. Goodwill shall also assume no liability for any development risk of a successful Landlord. A lease agreement, if completed, shall be with the proposal deemed to have offered the best value to Goodwill.

Any release to the public of information relating in any respect to the contemplated lease agreement or any other matters set forth (i.e. advertisement, ground breaking, press releases, etc.) must have prior written approval and be made only in the form approved by Goodwill.

Space Requirements

Agency: Goodwill Industries of Greater Detroit Oakland County Michigan Works! Pontiac

Location: The space shall be located within the boundaries of Pontiac, MI.

Space (Premises): Goodwill requires approximately 8,000 – 10,000 usable square feet of retail (office) space.

Parking: Goodwill requires seventy-five (75) common parking spaces. Please describe the parking provided at the site, including the total number of spaces available and provide detail as to how you will meet this parking requirement.

Occupancy/Commencement: The Occupancy/Commencement Date is the latest date on which the improvements to the Premises are substantially complete and the Lessor secures a Certificate of Occupancy, or the Lessee begins beneficial use of the Premises. The Lessor will deliver the Premises to the Lessee no later than September 30, 2018.

Lease Term

Initial Lease Term: The Initial Lease Term is for a maximum of three (3) years.

Renewal Option(s): Goodwill requires one (1) three (3) year option to renew with ninety (90) days advance written notice to the Lessor to exercise such option based on the terms and conditions defined in the Initial Lease.

Adjustments/Escalations: There will be no adjustments made to the rental consideration.

Allowances and Contributions: Tenant requests a Tenant Allowance for Tenant to use toward its build out costs. Please include all allowances and contributions proposed with respect to design costs, construction, moving, and any allowance items.

Security Deposit: Goodwill will not provide a security deposit.

Building Standards and Systems

Building and Tenant Improvements: If you are submitting proposal(s) for either a build to suit or an existing building requiring remodeling work, reference the attached Goodwill Landlord's Work for guidelines. The Lessor will be responsible for providing the Premises in a turnkey condition.

If your proposal is a new build requiring site approval, the final approved plan of the Premises must comply with your response to this RFP, including parking requirements.

Please provide a detailed description of the building and other material descriptions; for example, explain the HVAC system, the type of access and security system and procedures, and the telecommunications services available, barrier free design, etc. that will allow Goodwill to understand the quality and appearance of the building.

Construction Taxes, Permits and Fees: The Lessor is responsible for all taxes, permits, fees, etc., required for any construction, infrastructure upgrades, and/or remodeling. The Lessor is responsible for all necessary inspections by the architect/engineer during the construction and/or remodeling.

Network and Telecommunication Services: Goodwill requires state of the art infrastructure and telecommunication products to support voice, data and video systems.

Environmental Disclosure: The Lessor covenants that he/she has undertaken a due diligence inquiry of the Premises. The Premises, and property on which the Premises is located, is free of any toxic, hazardous or injurious substances as defined under Federal and State laws and regulations. These provisions, as recited in the lease agreement, will not be altered.

Forms and Documents

Enclosed Documents: The enclosed documents (electronic copies only) are provided to assist you in establishing your rental rate:

- Letter of Intent
- Floor plans, if applicable
- Landlord's Acknowledgment
- Landlord has not been disbarred from governmental services contracting

Space Available Proposal Form(s): To be considered, your proposal shall be made on the enclosed Letter of Intent form(s) and all blank spaces on the form(s) shall be filled in. Please note: Proposal forms not completely filled in may be rejected.

Your signature shall be in longhand, and no part of the proposal form shall be altered (except for your alternate proposals, if any).

Standard Lease Form: All leases entered into by Goodwill are based on the Standard Lease Form pre-approved by Goodwill.

Required Approvals for State Leases

Requirements for Goodwill Leases: The proposed Lease shall not be binding or effective on either party until approved as to legal form by the Goodwill Industries of Greater Detroit's President and CEO; signed and notarized by the Lessor and the Lessee.

Selection Criteria and Submission

Selection Criteria:

Each response to the RFP shall be scored on a 100-point scale based on the following factors and criteria:

Adherence to minimum specifications, location and proximity to client population (50 points)

This criterion considers the proposal adherence to the minimum facility specifications outlined.

Cost Reasonableness (25 points)

This criterion includes a review of all costs associated with the lease agreement including any lease changes, lease extensions/renewals.

Lease Requirements (25 points)

This criterion includes obligations regarding updates to the property, maintenance responsibilities, parking spaces access, and handicap accessibility.

Required Documents: Please return the following documents for our review and consideration. Please note: Failure to provide the following may result in your proposal being rejected.

- Written Letter of Intent
- Proof of ownership of Property
- Proof of Legal authority to enter into the proposed agreement
- Proof Landlord has not been disbarred from governmental services contracting
- Proposed Floor Plan (you must show how Goodwill's requirements, using Goodwill's standards, will fit in your proposed site)
- Proposed Site Plan
- Project timeline from date of executed agreement
- Proposed Rendering
- Signed Landlord's Acknowledgement

Lease Questions and Answers: Questions concerning clarifications or standards contained in this RFP are to be submitted by e-mail only no later than 5:00 p.m. on June 20, 2018 to: Jared Gell at Mid-America Real Estate – Michigan Inc.; jgell@midamericagr.com

Goodwill will not respond to telephone inquiries or visits by Landlords or their representatives, or respond to questions after the due date.

LETTER OF INTENT

TENANT'S
TRADE NAME: Oakland County Michigan Works! Pontiac

TENANT: Goodwill Industries of Greater Detroit

SQUARE FEET:

PREMISES:

PROPOSED USE: Office, Classroom, Employment Services

INITIAL TERM: Three (3) years

BASE RENT: Please indicate the rate(s) per square foot for the Premises for the Initial Term and any Option period(s).

Month(s)	Rate per Square Foot	Minimum Monthly Base Rent
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OPTION TERM: Please provide one (1) option for three (3) years at the same terms and conditions as the Initial Term starting with the following minimum monthly Base Rent:

Month(s)	Rate per Square Foot	Minimum Monthly Base Rent
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TRIPLE NET
CHARGES:

Please provide a detailed itemization of all operating expenses including real estate taxes and special assessments, insurance, common area and landscape maintenance, snow removal, exterior lighting, property management, administrative fee, if any, maintenance, utilities, janitorial, security, etc., for which Tenant is responsible to pay.

Estimated to be \$_____per square foot (\$_____/month). Triple Net Charges shall begin at Rent Commencement. Annual Triple Net Charges shall not increase more than (3%) per annum.

RENT

COMMENCEMENT: Tenant requests early move-in for the purposes of construction of Premises prior to commencement of lease. This build out period shall be completely abated at no cost to the Tenant. The Rent Commencement Date and Tenant's obligation to pay Base Rent and Triple Net Charges shall commence the earlier of i) 120 days after the Delivery Date ii) when Tenant first opens for business.

DELIVERY DATE: No later than September 30, 2018

TENANT
ALLOWANCE: \$

UTILITIES: The Premises should be separately metered for all utilities and the Tenant shall be responsible to pay its utilities directly to the provider.

TENANT
IMPROVEMENTS: The Tenant Improvements outlined on the attached Exhibit "A" shall be completed at Landlord's sole expense prior to delivery of Premises to Tenant by Landlord.

REPAIR &

MAINTENANCE: Landlord shall maintain, repair and replace, at its sole cost and expense, and in a first class manner, all of the structural elements of the Premises including the roof, roof covering, walls, concrete slab, and foundation. Landlord shall maintain, repair and replace the heating, ventilation and air conditioning system (“HVAC”) serving the Premises for the first twelve (12) months of the Initial Term. Thereafter, Tenant will be responsible for all annual maintenance up to \$500 per unit per year and Landlord will be responsible for annual charges exceeding \$500 per unit per year including replacing unit(s) if necessary. Landlord shall maintain and repair the Property common areas, subject to pro rata reimbursement (as applicable) in a first class manner.

Landlord shall provide Tenant with serial number(s), age, tonnage, repair report(s) and condition report(s) for the HVAC unit(s) servicing the Premises.

SIGNAGE: Indicate all signage available to Tenant.

BROKER: Tenant represents and warrants that they are not represented by any brokerage firm other than Mid-America Real Estate - Michigan, Inc. Broker shall be compensated directly by Landlord per a separate agreement.

CONTINGENCY: The following items must be confirmed and satisfied prior to Lease execution.

- Property and Premises is in compliance with Americans with Disabilities Act (“ADA”)
- Parking space requirements at Property are to municipal code
- Landlord has not been disbarred from governmental services contracting
- Three (3) year lease term

EXHIBIT "A"

Floor:	Carpeting throughout Premises and VCT tile in Restroom.
Walls:	Demising drywall partitions - taped, sanded and painted white.
Ceiling:	2' x 4' acoustical panels at a maximum height of 10'.
Electrical Service:	200 amps at 120/208 volts, 3 phase 4 wires. Panel and circuit breakers mounted on back wall. 110-volt wall duplex outlets not to exceed one (1) for every twenty (20) lineal feet of demising partition. Each outlet location shall also include an outlet for internet service.
Lighting:	Standard 2' x 4' recessed fluorescent fixtures for 120 volt or 270-volt operation on the basis of (1) per hundred (100) square feet of floor area.
Exit Sign Lighting:	Two (2) exit signs, one for the front door and one for the back door.
Sign Circuit:	One (1) 20 amp, 120-volt circuit for Tenant's sign.
Mechanical System:	Heating and cooling, designed by Landlord, individual gas rooftop units based on one (1) ton per three hundred fifty (350) square feet of the entire leased premises. Ductwork and distribution to be included incorporating a return air plenum system.
Fire Protection:	Fire protection sprinkler system as required by the applicable building department.
Restroom(s):	Minimum of Three (3) Restrooms each with: One (1) enclosed room heated and ventilated, with one (1) water closet, drywall walls, ceiling and one (1) hand sink with one (1) six gallon electric hot water heater in a mutually agreeable location.
Storefront:	Landlord's standard.
Miscellaneous:	Landlord to provide, if required by code, one (1) drinking fountain and one (1) slop sink.
Office:	Landlord shall provide Tenant with three (3) private offices in a mutually agreeable size and location and two (2) conference rooms in a mutually agreeable size and location.
Break Room:	Install plumbing, fixtures and cabinetry for an employee break-room/kitchenette in a location to be mutually agreeable by Tenant and Landlord. Tenant shall provide its own refrigerator/freezer, which shall be incorporated into the design.

Landlord's Acknowledgement

This Acknowledgment must be signed, dated, and returned with your Proposal

Please review and read this RFP thoroughly. Your proposal should be based on the sample documents and requirements as presented in this RFP. The Landlord acknowledges and certifies that they are authorized to submit the proposal; that they have read and fully understand all terms and conditions of this RFP; that the proposal complies with the requirements of this RFP; and that they shall be responsible for any errors or omissions in the proposal.

Signature of Authorized Landlord/Representative

Printed Name: _____

Signature: _____

Date: _____