# REQUEST FOR PROPOSALS (RFP) for

# Commercial Office Space East Side Career Center RE-ISSUED



**ISSUE DATE: July 17, 2020** 

**RESPONSES DUE: August 10, 2020** 

**AWARD NOTIFICATION: By September 1, 2020** 

#### **City of Detroit**

Michael E. Duggan, Mayor Nicole A. Sherard-Freeman, Executive Director, Workforce Development

### Mayor's Workforce Development Board

Cynthia J. Pasky, Co-Chairperson David E. Meador, Co-Chairperson

#### **Detroit Employment Solutions Corporation**

Calvin C. Sharp, Chairperson
Terri Weems, Interim President and Chief Executive Officer





An equal opportunity employer/program. Supported by the State of Michigan, Labor and Economic Opportunity-Workforce Development (LEO-WD). Auxiliary aids and services available upon request to individuals with disabilities. 1-800-285-WORK. TTY: 711.

Contractor/Vendor ver.05/30/2020



BIDDING INFORMATION			
Issue Date:	July 17, 2020 NOTE: This RFP was previously released on July 15, 2020. Please refer to this re-issued RFP only.		
<b>Questions Deadline:</b>	July 28, 2020 at 5:00PM (EST)		
	All questions should be received in writing via email to <a href="mailto:procurement@detempsol.org">procurement@detempsol.org</a> .		
	To be properly received, <u>Email Subject line must include</u> : <b>Questions for <u>COS Eastside RFP</u></b>		
	DESC will provide a response to all companies/individuals that requested an RFP via email upon completion of responses.		
<b>Response to Questions:</b>	July 31, 2020 at 12:00PM (EST)		
	Responses to questions will be available at this link: <a href="https://www.descmiworks.com/opportunities/rfps-and-rfqs/">https://www.descmiworks.com/opportunities/rfps-and-rfqs/</a>		
<b>Proposal Due Date:</b>	August 10, 2020 at 5:00PM (EST)		
	Responses must be received electronically by email to: <pre>procurement@detempsol.org</pre> .		
	<ul> <li>Files submitted via email must not exceed 25 MB.</li> <li>Do not include embedded links to external information in proposal submissions. Links provided in response to this RFP will not be evaluated.</li> <li>To be properly received, Email Subject line must include:</li> <li>Response to COS Eastside RFP</li> </ul>		
	<ul> <li>Proposal email submissions that include DESC staff will not be accepted.</li> <li>Confirmations of proposals received will be provided within 24 hours of receipt.</li> </ul>		
	Please note: Allow ample time for submitting your proposal. DESC strongly encourages submitting at least one business day prior to due date above. DESC will not extend the submission deadline due to technical issues or outages. Proposal email submissions that include DESC staff will not be accepted. Confirmations of proposals received will be provided within 24 hours of receipt.  DESC WILL NOT ACCEPT PAPER/HARD-COPY OR LATE PROPOSALS.		
Award Notice:	The award notification is planned to be provided by <b>September 1, 2020</b>		
Site Visit: (optional)	PLEASE HOLD: August 11, 2020 through August 13, 2020 between 10AM and 1PM.  DESC will schedule site visits with those organizations selected as finalists during the review process, as required. All prospective responders should hold this/these date(s). Finalists will be notified by email upon completion of written proposal evaluations regarding site visit details.		
Contract Start Date:	The lease period is scheduled to begin <b>as early as October 1</b> <sup>st</sup> , <b>2020</b> pending negotiations and needed renovations or rearrangement of space.		



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#### I. INTRODUCTION

The Mayor's Workforce Development Board (MWDB) is directly responsible and accountable to the State of Michigan, Labor and Economic Development, Workforce Development (LEO/WD) for the planning and oversight of talent development programs in the City of Detroit. Designated by the MWDB, Detroit Employment Solutions Corporation (DESC) serves as the fiscal and administrative entity that provides workforce services to job seekers and employers. DESC's primary funding streams include Workforce Innovation and Opportunity Act (WIOA), Temporary Assistance to Needy Families (TANF) that funds Michigan's PATH (Partnership. Accountability. Training. Hope.) employment program, Food Assistance Employment and Training (FAE&T), Wagner-Peyser Employment Services (ES), and other public and private funding.

DESC oversees eight (8) Detroit Michigan Works! One-Stop Service Centers and contracts with qualified entities to provide workforce development services to job seekers and employers. Locally, the Michigan Works! One-Stop Service Centers are branded as Detroit at Work Career Centers. DESC is also a proud member of the American Job Center network.

## DESC is seeking proposals from qualified individuals and/or firms with Commercial Office Space who can effectively accomplish the following:

- 1. Accommodate space for DESC to offer its workforce services to the general public, Unemployment Insurance claimants, PATH (public cash assistance recipients), and other job seekers.
- 2. Accommodate additional resources organized by DESC, for example: On-site training; HSE/GED programming; Drop-in Childcare; Business Services/Employer Interviewing; Clothing for Work; Event Space; Legal Aid; Food Assistance; Access to City of Detroit resources.
- 3. Provide a human-centered, trauma-informed space and/or allow DESC to make changes to space lay-out and aesthetics.
- 4. Provide, at no additional cost, ample parking to accommodate staff and customers. Parking must accommodate approximately 100-300 vehicles.
- 5. Adequately manage and maintain the property, facilities and office space which includes all building systems and services.
- 6. Must propose, at a minimum, space that conforms to the latest federal, state, and local building codes, standards, and general requirements, including the American with Disabilities Act Accessibility Guidelines (ADAAG). Building construction/finishes must be of commercial grade quality.

DESC plans to award one (1) contract for commercial office space as detailed in this RFP.



#### II. CONFIDENTIALITY

DESC will treat as confidential any non-public information that we receive from you in our discussions about the transaction contemplated by your RFP (other than information that we also receive from other, non-confidential sources, or that we independently develop ourselves).

#### III. ORGANIZATION QUALIFICATIONS

Eligible applicants include non-profit organizations, private for-profit companies, units of local government including community colleges and universities, and faith-based and community organizations.

Small businesses, minority-owned firms, women's business enterprises, and labor surplus area firms are particularly encouraged to apply.

Organizations and individuals are ineligible if they are currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department/agency, or if they are not in compliance with the State of Michigan Department of Revenue or Internal Revenue Service requirements.

Applicants must possess the following:

- All required licenses, bonding, equipment, and identified core personnel necessary to perform the work as required in the RFP;
- Documentation of the business structure (e.g. corporation., LLC, sole proprietor, partnership, etc.) you have registered to conduct business; and
- Personnel policies and procedures demonstrating compliance with Equal Employment Opportunities requirements, Americans with Disability Act, and Drug Free Workplace and Byrd Anti-Lobbying Act.

Applicants must assure the ability to comply with all applicable laws and regulations, as well as the nondiscrimination and equal opportunity provisions of 29 C.F.R. § 38.25, if awarded a contract and remain in compliance for the duration of the award.

Applicants must be financially and operationally stable and must possess sufficient scale in terms of staff and other resources to support DESC throughout the term of a contract, if awarded as a result of this RFP.

- a) If a contract is awarded as a result of this RFP, Applicants must be able to comply with insurance requirements, as necessary based on the nature of the particular contract. Required coverage may include: Commercial General Liability Policy (A \$3,000,000 per occurrence) with the following coverages:
  - Broad form property damage
  - Premises/Operations
  - Independent Contractors
  - (Blanket) Broad form Contractual



- Personal Injury
- b) Workers' compensation insurance, as required by law,
- c) \$1,000,000 combined single limit automobile liability insurance, including hired and leased vehicles, owned and non-owned autos, and "no fault" coverage,
- d) Errors and omissions liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 dollars aggregate,

To be considered for an award for this RFP, the proposing organization or individual must meet the following qualifications:

- Legal Authority to enter into the proposed agreement
- Legal Authority to negotiate terms on proposed in RFP

#### IV. LEASE OPPORTUNITY & REQUIREMENTS

Applicants may submit proposal(s) for either a build to suit or an existing building requiring remodeling work. The Lessor will be responsible for providing the Premises in a turnkey condition ready for occupancy as early as October 1, 2020 and ideally no later than January 1, 2021. 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. Building construction/finishes must be of commercial grade. If covering remodeling or rearrangement costs directly, tenant reserves the right to choose its own construction contractor.

Interested applicants must demonstrate that they can deliver all the requirements listed in this section and in their submitted proposal provide a detailed response that addresses each of the items below:

#### A. Space Requirements:

**PREMISES**: For purposes of this RFP, Tenant is looking for a space that is approximately 15,000 to 25,000 square feet to accommodate approximately 50 employees and the public which will include the following:

- Large, open waiting and reception area;
- Cubical workstations or offices for 50 staff;
- Four or more private offices for confidential conversations;
- Space to accommodate 3 or more executive offices;
- Computer/resource room with Internet/video connections large enough to accommodate a minimum of 35 computer stations with the opportunity to expand to at least 15 additional stations if necessary;
- Three or more square conference rooms that can accommodate meetings and trainings for at least 30 people; Ideally one room should accommodate 50 people;
- Two or more rooms that can serve as computer labs to accommodate 20 or more people;
- Spaces for DESC partners and resources including: drop-in babysitting (one dedicated room),
   HSE/GED instruction (two dedicated classrooms), clothing for work (one dedicated room or area), employer interviewing, and hoteling cubicles or offices for 4 or more additional partners;



- Locked on-site storage room/area;
- File Room:
- Centralized clerical and operational support areas to accommodate high volume multi-function machines:
- Securable IT Network room, independently cooled with storage;
- Staff breakroom with sink;
- ADA accessible restroom facilities:
- Natural light, particularly in public areas such as classrooms, computer/resource room, and lobby; and
- Be large and open enough to ensure all individuals can maintain 6 feet of physical distance from each other.

**LOCATION**: The proposed commercial office space must be located on the East Side of the City of Detroit within the following street boundaries: South of the Ford Freeway, East of McClellan and Montclair, North of Jefferson Avenue and West of the City of Detroit boundaries. See highlighted area below.



The established Career Center will primarily serve nearby residents living in District 4 and the surrounding areas. The space should be accessible to Detroit residents meaning close to major expressways, public transportation and must provide at no extra cost, ample parking that can accommodate staff and visitors. DESC is interested in space in densely populated areas or potential or planned economic development areas (including schools, hospitals, commercial or retail anchor institutions, libraries, corporations, community-based organizations or within anchor institutions). Proposals should identify the location of the space by street and mailing address. They also should include the property's current occupancy rate.

HUMAN-CENTERED DESIGN & TRAUMA-INFORMED. These types of spaces have the following features: easy to navigate; rooms or areas which "flow" into one another with wide thresholds rather than doors; open: participants are able to see into other areas from the lobby; has different zones of privacy including open spaces and less public ones; has ample natural light particularly in public spaces (i.e. lobbies, classrooms); has square rooms rather than narrow ones; and avoids spaces where individuals need to stand in lines or sit in rows and instead allows for small hubs of activity. At a minimum, the proposed space must have ample natural light, be well-spaced (not crowded), and be open, or have the ability to accommodate open spaces. DESC anticipates directly



supporting some cosmetic changes to ensure the space conforms with specific Detroit at Work branding and HCD standards.

**ZONING**: Zoning for the site of the office space must be compatible with the proposed use under this RFP. Proposer must obtain all necessary government approvals for same, including construction and occupancy permitting. The building and designated office space must conform to federal, state, and local building standards and requirements, including the American with Disabilities Act Accessibility Guidelines (ADAAG).

**PARKING**: Each location must have ample parking, at no extra cost, to accommodate DESC's staff, contractors and customers. DESC requires on premise or nearby parking that must accommodate approximately 100 - 300 vehicles. The proposal must describe the nearby or on-premise parking accommodations for both employees and visitors.

#### B. Lease Terms:

**OCCUPANCY/COMMENCEMENT**: The Occupancy/Lease Commencement Date is the latest date on which the improvements to the Premises are substantially complete and an agreed upon lease is in place. The Lessee intends to occupy the Premises ideally no later than January 1, 2021.

**INITIAL TERM**: The Initial Lease Term is for five (5) years.

**RENEWAL OPTIONS:** DESC requires (1), five (5)-year extension with sixty (60) days advance written notice to the Lessor to exercise such option based on the then prevailing market rates for comparable building renewals in the Detroit area. Please outline the rental rate for said option period.

**BASE RATE**: DESC is looking for competitive rental rates for comparable Detroit office space. Rate should include operating expenses and reflect any planned renovations. Please note that DESC is prohibited from using federal funds to directly pay for capital expenses.

**OPERATING EXPENSES**: The increase of operating expenses for a Lease Year above the Operating Expenses for the Base Operating Year (2021) shall mean those expenses (except all capital improvements including any resulting government requirements, interest and amortization, depreciation, structural repairs, repairs that can be considered capital in nature) will be included in the Buildings Operating Costs. Tenant's ideal operating expenses shall not increase at a rate more than three (3%) percent per year.

**TAXES:** Tenant should pay its prorated share of real-estate taxes over the 2021 base year.

**UTILITIES:** Electrical systems with adequate outlets to support a trouble-free environment for individual workstations and high-volume multi-function machines. All electrical equipment and wiring must meet or exceed the requirements of the latest edition of the National Electrical Code, published



by National Fire Protection Association (NFPA). All fixtures, receptacles and switches must be Underwriter Laboratory (UL) approved.

**RIGHT OF FIRST OFFER:** DESC shall be granted a right of first refusal for all contiguous space on the adjoining offices during the term of the lease and any renewals thereof with thirty (30) days prior written notice to obtain or reject said space.

**CANCELLATION:** All DESC leases for real property are required to contain a cancellation provision with (60) days written notice in the event of termination or reduction of DESC's Federal or State Funding.

**ASSIGNMENT & SUBLETTING:** Tenant shall have the right to sublet any portion of the Premises or assign the Lease, subject to Landlord's reasonable prior written consent.

**SECURITY DEPOSIT**: DESC will not provide a security deposit.

**HOLDOVER:** Should Tenant hold over after the lease expiration; Tenant shall become a tenant from month-to-month upon the same terms and conditions as provided in the Lease. Ideally, during such holding over, Tenant shall pay rent equal to one hundred percent (100%) of the last monthly rental rate.

**ALTERNATIVE TERMS:** DESC may consider proposals with alternative lease terms and conditions if such are determined to be in the best financial interest of DESC; however, bidders are encouraged to respond to the specific requirements listed in this RFP, as alternative proposals may or may not be considered. All proposed alterations from the standard form of lease agreement attached to this RFP must be clearly identified. DESC must receive sufficient information to accurately assess all proposals. DESC reserves the sole and exclusive right to consider alternative proposals, to seek proposal clarification, and to reject any and all proposals.

#### C. <u>Building Standards</u>, Systems and Requirements

The property must, at a minimum, conform to the federal, state, and local building codes, standards, and general requirements. The property must meet all building codes according to the latest published edition of International Building Codes. Where required, the property must be equipped with a fire and/or smoke protective signaling or automatic fire detection system which meets the requirements of federal, state, and local building codes, fire codes, and requirements. All fire and smoke alarm systems must be in accordance with American with Disabilities Act Accessibility Guidelines (ADAAG). All electrical and plumbing for the exclusive use of DESC and its customers must meet the latest edition of their respective International, National and Local Code.



**COMFORT LEVEL:** The temperature and ventilation in the Premises shall be maintained at a level to provide a comfortable working environment during Normal Business Hours and any time Tenant requires use outside of Normal Business Hours.

**LIFE SAFETY:** Landlord shall warrant in the Lease that existing life safety systems will be maintained at current level(s) or better throughout the Term.

**NETWORK AND TELECOMMUNICATION SERVICES:** DESC requires state of the art infrastructure and telecommunication products to support voice, data and video systems. Existing Lan cabling can be used if graded category 5e or later. The property must have a designated data/telecommunications room to support DESC's specific equipment and wiring requirements. Building must be capable of and allow the installation of the tenants chosen Fiber and High-speed internet service provider. Network room(s) should be climate controlled, centrally located and free of electrical panels or water sources.

**ENVIRONMENTAL:** 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. The property must not be located in an area designated as a hazardous waste, landfill or designated wetland area and must be served by a Detroit Water and Sewage Department approved water site and sewage system.

**RECYCLING:** Ideally the Landlord would provide a recycling program at the premises that includes aluminum, plastic, glass, paper and corrugated cardboard material. Receptacles for the above materials would be made available to Tenant within reasonable distance of their workspaces (but in any event on each leased floor) and emptied regularly by Landlord. All costs associated with such recycling program would be included in Operating Expenses.

**HVAC:** Space must have heating, air condition and ventilation systems that provide superior air quality movement. All Heating, Ventilating and Air Conditioning (HVAC) systems must be modern and up to date. The systems must conform to NFPA most recent requirements and must be designed in accordance with the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) handbooks and standards.

**ACESSIBILITY:** DESC will only lease property that fully complies with the ADAAG. The building shall fully comply with ADA requirements regarding walks, ramps, entrances, stairs, handrails and restrooms. A minimum of one commercial type passenger elevator (if the proposed lease area and/or access to the proposed area is not on a single level.) The elevator must be accessible for individuals with disabilities in according with ADA requirements.



**SECURITY SERVICES:** The facility shall be equipped with an intrusion detection (windows, doors and motion detectors) and prevention system to prevent illegal entry or loitering in the space leased and prevent unauthorized entry during off-duty hours. Ideally, the landlord should provide security guard services for the building, personal and vehicle protection.

**JANITORIAL SERVICES:** The landlord must maintain the lease premises, including outside areas and landscaping, in a clean condition, and must also provide trash collections cleaning supplies and equipment. DESC expects that five (5) day janitorial services for DESC's Premises are conducted during regular and non-regular business hours to meet the needs of DESC and its customers.

**MAINTENANCE SERIVCES:** The landlord is responsible for the total maintenance and repair of the leased premises. All equipment and systems should be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. Maintenance services will include fire extinguisher recharging and inspection, lights replacement, plumbing repairs, HVAC maintenance and inspections, fire alarm testing, snow and ice removal, and required permits.

#### D. Allowances Contributions and Concessions

DESC is interested in acquiring standard market concessions for this transaction, including reduced rent, free rent, moving allowances or any other item you are willing to incorporate into the proposal. A combination of these items may also be included. Please indicate allowances per square foot (when applicable) in your Proposal.

**SPACE PLANNING/ DESIGN ALLOWANCE:** Landlord shall provide an allowance equal to \$0.15 per square foot for Tenant's space planner to generate one (1) space/fit plan and up to two (2) revisions.

#### V. COOPERATIVE APPLICATIONS

If two or more organizations plan to share responsibility for carrying out the main work of the grant, then those organizations may partner as co-grantees with one organization being designated as the "lead". However, each organization will be equally responsible for the performance and financial obligations. This relationship need not result in a new legal entity being formed, but some form of a contractual relationship must be documented and submitted that reflects the roles and responsibilities of the party.

If one organization will be responsible for the overall work of the grant, with other organizations performing separate and distinct functions to serve or aid that principal effort, then such other organizations must be procured by the prospective applicant as a subgrantee or subcontractor.

Subcontractors and subgrantees cannot be identified in a bid proposal response or bid proposal budget unless they were competitively procured for the intended purpose <u>prior to</u> the submission



**of the bid/proposal**. The prospective applicant must ensure that the identified parties were properly procured, or the proposal must be rejected.

All professional qualifications required of the primary provider must also be met by any subcontractors, and these qualifications must be described in the proposal.

#### **DEFINITIONS**

[Grantees] Grantees are defined as "a recipient of funds under a grant or grant agreement. Synonymous with 'Recipient'.

[Sub-grantees] Sub-grantee is synonymous with sub-recipient which means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program.

[Sub-contractors] A sub-contractor is a vendor that provides goods or services to the contractor.

(Please note: DESC's procurement policy follows the guidelines set forth in the Workforce Development Agency, PI 19-30. Please see <a href="https://www.michigan.gov/documents/leo/PI-19-30\_Procurement\_669923\_7.pdf">https://www.michigan.gov/documents/leo/PI-19-30\_Procurement\_669923\_7.pdf</a> for more information.

#### VI. AWARD, TERM AND RENEWAL INFORMATION

If a contract is awarded as a result of this RFP, it will be a five (5)-year Lease Contract. The lease period will be for a minimum of sixty (60) months and will not be earlier than lease commencement date or lease expiration date.

Award amounts will be determined solely at DESC's discretion after review and evaluation of the proposals. If more than one contract is awarded pursuant to this RFP, the applicant acknowledges and understands that contract award amounts may differ between vendors and that the determination is made at DESC's sole discretion.

Based on performance during the initial lease period and contingent upon availability of funds, contracts may be extended for one (1) five (5)-year renewal option. Any renewal option exercised under this contract is effective only after approval by the DESC Board of Directors and/or the President/CEO, as required.

In the event that additional funds become available, DESC reserves the right to use such funds to select additional providers from proposal applications received in response to this RFP. If no funds or insufficient funds are appropriated to DESC, or if funding is otherwise unavailable during the period of payment due under the contract, then DESC, upon written notice to the vendor, shall have the right to amend or terminate the contract without any penalty or expense to DESC.

#### VII. PROPOSAL REQUIREMENTS

<u>Accuracy and Completeness of Information:</u> All information pertaining to the prospective applicant's approach in meeting the requirements of the RFP shall be organized and presented in the prospective applicant's proposal. The instructions contained in this RFP must be strictly followed.

<u>Accuracy and completeness are essential</u>. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all applicants are further cautioned not to



make any claims or statements that cannot be subsequently included in a legally binding agreement.

Ambiguous or inaccurate budget information is a basis for proposal disqualification.

#### VIII. RFP PROCESS AND PROCEDURES

#### A. Questions, Question Deadline and Responses to Questions

Should a vendor have any questions about this RFP or be in doubt as to the true meaning of any portion of this RFP or find any patent ambiguity, inconsistency, or omission herein, the prospective vendor must make a written request for an official interpretation or correction.

Prospective vendors are advised that no oral interpretation, information, or instructions provided by an officer or employee of DESC shall be binding upon DESC. DESC will only honor questions submitted in writing.

All questions regarding the RFP shall be received by email no later than **July 28, 2020 at 5:00PM (EST)** to procurement@detempsol.org.

To be properly received, Email Subject line must include Questions for COS Eastside RFP

Responses to questions will be available at this link by **July 31, 2020 at 12:00 PM (EST)**: <a href="https://www.descmiworks.com/opportunities/rfps-and-rfqs/">https://www.descmiworks.com/opportunities/rfps-and-rfqs/</a>

DESC does not guarantee a response to questions received after the question deadline. NO TELEPHONE CALLS WILL BE ACCEPTED.

ALL INQUIRIES MUST BE VIA EMAIL at procurement@detempsol.org.

#### **B.** Preparation of Proposals

The proposal must be in the format and with attachments and completed forms as specified in these instructions. Each proposal shall show the full legal name and business address of the prospective vendor, including a street address if different from the mailing address, and must be signed and dated by the person or persons authorized to bind the prospective vendor.

Please note that there is a page limit for the RFP response:

- <u>Single applicant</u> proposals are limited to <u>twenty (20)-pages</u>; double-spaced using a 12-point font unless stated otherwise in the preparation directions.
- Two (2) or more Co-applicants are limited to twenty-five (25)-pages; double-spaced using a 12-point font unless stated otherwise in the preparation directions.
  - Page limits do not apply to financial documents, price proposal, or required attachments (resumes, organizational charts, etc.).
- Do not include embedded links to external information in proposal submissions. Links provided in response to this RFP will not be evaluated.

DESC reserves the right to reject proposals that do not meet these requirements and they may not be evaluated.



Applicants must provide written notice in the proposal of intent to take exception to any requirements of the RFP. Such exceptions may reflect negatively on the evaluation of the proposal.

#### C. Changes in Proposal Requirements

DESC may make changes to the requirements of this RFP as it deems necessary. Such changes will be in writing, issued by DESC and will be sent to each vendor who has formally identified themselves as a potential responder. If changes are made, DESC may, at its discretion, extend the time allowed for submission of proposals.

#### **D.** Submittal Information

Prospective vendors shall submit their proposals in the following order and must contain the elements listed below, including all applicable attachments:

#### 1. General RFP Application Information

- a) DESC Cover Sheet (Form A) available for download from DESC's website: <a href="https://www.descmiworks.com/wp-content/uploads/DESC-FORM-A-Cover-Sheet-042420-General.pdf">https://www.descmiworks.com/wp-content/uploads/DESC-FORM-A-Cover-Sheet-042420-General.pdf</a> . This document must be submitted as a separate attachment with RFP proposal response.
- b) Representations and Certifications available for download from DESC's website: <a href="https://www.descmiworks.com/wp-content/uploads/DESC-Representations-and-Certifications-for-RFP-Offerors-042420.pdf">https://www.descmiworks.com/wp-content/uploads/DESC-Representations-and-Certifications-for-RFP-Offerors-042420.pdf</a>. Provide as applicable below. This document must be submitted as a separate attachment with RFP proposal response.
  - i. If registered with www.SAM.gov, provide Representations and Certifications Report; otherwise;
  - ii. If <u>not</u> registered with SAM.gov, complete and provide DESC Representations and Certifications for RFP Offerors as provided in this RFP.

#### 2. Table of Contents

#### 3. **Summary**

Provide a two (2)-page summary of the proposal that outlines background/history of experience providing Commercial Office Space, previous clients and experience working with non-profits of a similar size/nature to DESC.

#### 4. Qualifications

The applicant shall provide the following information that describes qualifications to successfully carry out activities described in the RFP.

- a) Proof of Property Ownership
- b) Proof of legal authority to negotiate or enter into the proposed agreement
- c) Documentation of the business structure (e.g. corporation., LLC, sole proprietor, partnership, etc.) you have registered to conduct business. Include 501 (c) 3 papers (if applicable)



d) Last two years summary of operating expenses and taxes

#### 5. Proposal: Premises & Requirements

The applicant shall provide the following information that describes features of proposed space and how it meets desired requirements.

- a) Describe how the proposed space meets the Space Requirements related to Premises, Location, HCD/Trauma-Informed, Zoning & Parking listed in Section IV. A.
- b) Describe in detail any planned renovations or investments that you will make to the space prior to the lease start date in order to meet RFP requirements. Indicate whether the applicant plans to invest in capital improvements for the proposed space prior to lease start date. If other improvements are planned or required, indicate which will be financed directly by applicant and which the applicant expects DESC to cover. Provide a detailed timeline for the work with expected start and completion dates, assuming an award notice by September 1, 2020.
- c) Described in detail any planned renovations or investments you will make to common space of the building in which proposed commercial office is located, including timeline.
- d) Indicate whether you are able to accept the lease terms outlined in Section IV. B.
- e) Please provide a description of the building's emergency power systems and if the building will supply emergency power capacity to Tenant exclusive of base building systems.
- f) Please fully describe the life safety systems installed in the Building and confirm whether or not the Building is fully sprinklered. Landlord shall warrant in the Lease that existing life safety systems will be maintained at current level(s) or better throughout the Term.
- g) Please provide a detailed description of the building and other material descriptions; for example, explain the HVAC system, the type of access control and security system/procedures, the telecommunications services available, barrier free design, etc. that will allow DESC to understand the amenities, services, quality and appearance of the building.
- h) Bidders must specify whether the proposed lease cost includes utilities. If it does not, the bidder should describe how utilities will be handled and how they will adhere to the Lease Terms outlined in Section IV.B.
- i) Confirm that the space is free of environmental concerns including any toxic, hazardous or injurious substances as defined under Federal and State laws and regulations.
- j) Please disclose any current, recent or ongoing structural, plumbing or other issues, including those recently repaired. Describe plans for remediation of issues that have occurred multiple times in the past year.
- k) Please describe current or proposed recycling programs and options.
- 1) Please confirm that all other requirements listed in Section IV. C. will be met.
- m) Please propose any concessions you are willing to offer. Concessions may include reduced rent, free rent, moving allowances or any other item you are willing to incorporate into the



proposal. A combination of these items may also be included. Please indicate allowances per square foot (when applicable) in your Proposal. Confirm that you will adhere to space planning/design allowance requirement.

n) Indicate whether there are other tenants on-site or nearby that provide services that may benefit job seekers. If possible, list name of business and service provided.

#### 6. Price Proposal

Bidders are requested to make a firm cost proposal to DESC. Please submit the chart below that shows all proposed rents due during the entire initial term of the lease.

<u> </u>	
Usable square feet (USF)	
Rentable square feet (RSF)	
Base rental rate <sup>1</sup> per SF	
Total Rent: Year 1	
Total Rent: Year 2	
Total Rent: Year 3	
Total Rent: Year 4	
Total Rent: Year 5	

If a contract is entered into as a result of this RFP, DESC will not provide reimbursement for any activities outside of the agreed to terms and conditions.

**BEST AND FINAL OFFER (BAFO):** A BAFO may be requested at the sole and exclusive discretion of the DESC. A BAFO or other alteration to original proposals submitted after the Proposal Due Date will not be accepted unless requested in writing by DESC.

#### 7. Financial Fit/Capacity

Applicants shall provide one of the following to determine financial fit and capacity necessary to support DESC throughout the term of a contract, if awarded as a result of this RFP.

- a) Balance Sheet and Income Statement for the most recent year completed and prior year; or
- b) Tax Returns for the most recent year completed and prior year; or
- c) Audited financial statement for the most recent year completed and prior year; or if not available

<sup>&</sup>lt;sup>1</sup> Rate should be inclusive of operating expenses and reflective of planned renovations or investments as described above.



d) Provide a summary explanation if financial information cannot be provided. Please note that an evaluation of this criteria will not be possible without information requested (a-c above).

Embedded links to external information will not be evaluated.

#### 8. Administrative Capacity

Applicants shall provide the following information to determine operational capacity necessary to support DESC throughout the term of a contract, if awarded as a result of this RFP.

- A. Provide Organizational Chart
- B. Describe current software systems and technology used to perform, manage, and monitor funding, services, maintenance management etc.
- C. Identify key contractors and staff on your team that may be assigned to DESC. Describe how many years of and experience individual team members in their prospective fields have. As applicable, information must include
  - i. Name
  - ii. Title
  - iii. Place of legal employment
  - iv. Detail services the key staff may be expected to provide for this proposal

#### 9. **Performance History**

The applicant shall provide the following information that demonstrates a proven track record:

- A. List at least three (3) tenant references, including names, mailing addresses, email addresses, and contact numbers, that can attest to the qualifications presented in this bid.
- B. Provide information on any projects or leases in which the bidder's contract was terminated for any reason.
- C. Identify any claims or lawsuits that have been brought against the individual or organization proposing service within the last five (5) years.

DESC reserves the right to select proposals from the most responsible vendors with the most reasonable costs. DESC reserves the right to select multiple firms to perform all or separate parts of this function.

#### **E. Submittal Instructions**

- 1. <u>Proposals must be received electronically on or prior to the exact date and time detailed</u> herein.
- 2. Attachments should be of good copy, quality, and legible.
- 3. Do not include embedded links to external information in proposal submissions. Links to external information provided in response to this RFP will not be evaluated.



- 4. Responses must be received no later than August 10<sup>th</sup> at 5:00PM by Email to: Procurement@detempsol.org. Files submitted via email must not exceed 25 MB.
- 5. To be properly received, Email Subject line <u>must</u> include:

#### Response to **COS Eastside RFP**

6. **Important Note**: Allow ample time for submitting your proposal. DESC strongly encourages submitting at least one business day prior to due date above. DESC will not extend the submission deadline due to technical issues or outages.

Due to the nature of this solicitation, proposal email submissions that include DESC staff will not be accepted. Confirmations of proposals received will be provided within 24 hours of receipt.

#### DESC WILL NOT ACCEPT PAPER / HARD-COPY OR LATE PROPOSALS.

#### F. Changes in Facts

Applicants shall advise DESC during the time the proposal is open for consideration of any changes in the principal officers, organization, the financial ability of, or any other facts presented in the proposal with respect to the applicant or the proposal immediately upon occurrence.

#### G. Evaluation Procedures, Oral Presentations, and Site Inspections

Following the receipt of the applicant's proposal, a DESC designated evaluation committee will evaluate each response. All proposals which meet the required format of this RFP will be evaluated. Any proposal determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless DESC determines, at its sole discretion, that noncompliance is not substantial or that an alternative proposal by the prospective vendor is acceptable.

DESC reserves the right to request additional information to amplify, clarify, or support proposals. DESC also reserves the right, at its own discretion, to request oral presentations regarding proposals received in response to the RFP. Failure to make an oral presentation after one is requested by DESC will be grounds for rejection of your proposal.

Prospective applicants will be notified by DESC of the date, time and location for any pre-award survey, site inspection, or oral presentation, if one is requested. A final determination will be made by DESC after any pre-award survey, site inspection, or oral presentations are completed.

The proposal will be evaluated in accordance with the criteria listed below. Please note, only finalists will be invited for an oral presentation. DESC reserves the right to award or reject funding for a proposal.



CATEGORY		MAXIMUM POINTS POSSIBLE
A.	Summary	5
B.	Qualifications	5
C.	Premises and Requirements	40
C.	Financial Fit/Capacity	5
D.	Administrative Capacity	10
E.	Performance History	5
G.	Price Proposal	30
TOTAL MAXIMUM POINTS – WRITTEN PROPOSAL		100
Site Visit/ Building conditions		50
TOTAL Maximum Points – Written Proposal and Interview		150

#### H. Pre-Award Termination of RFP process

DESC in conjunction with the MWDB reserves the right to cancel this RFP in part or in its entirety, to accept or reject any or all proposals received, to waive any non-conformity, to re-advertise for proposals, or withhold the award for any reason DESC determines, and to take any other appropriate action regarding this RFP that is in the best interest of DESC.

DESC reserves the right to negotiate with all qualified entities. This RFP does not commit the MWDB or DESC to award a contract, to pay any costs incurred in the preparation of a proposal under this request, or to procure or contract for services.

#### I. Contract Negotiations/Stipulations

The RFP is competitive. Each proposal should be submitted in the most favorable terms that the prospective vendor can submit from a technical and price standpoint. The offer is subject to negotiation, but costs cannot increase during contract negotiation unless required by DESC.

All contracts with DESC in excess of \$10,000 are subject to termination for cause, and for convenience by DESC. DESC will not enter into a contract with any person or entity that has been debarred or suspended from contracting with any Federal or State governmental unit. All prospective vendors must accept DESC's contract boilerplate language or have a negotiated revision to said language on file with the DESC. DESC's standard contract provisions can be provided upon request.

DESC has the right to terminate the negotiation process, at any time for default, or for convenience, at the sole discretion of DESC.

#### J. Contract Approval

Upon award of a contract, pursuant to this RFP, DESC and the applicant shall execute a contract that shall contain all contractual terms and conditions in a form provided by DESC. No contract shall



become effective until the contract has been approved and executed by DESC. Prior to the completion of this approval process, the vendor shall have no authority to begin work under the contract. The Chief Financial Officer of DESC shall not authorize any payments to the vendor prior to such approvals; nor shall DESC incur any liability to reimburse the vendor regarding any expenditure for the purchase of materials or the payment of services.

#### **K. DESC Performance Monitoring and Evaluation Procedures**

DESC may conduct periodic monitoring and evaluation of all vendors to determine contractual compliance relative to funding requirements and guidelines, performance outcomes, quality of operation, and/or customer service. Based on the results of the evaluation or monitoring efforts, DESC may request performance improvement plans. In instances of significant performance or compliance deficiencies, DESC may place the contractor on a corrective action plan.

#### L. Modification of Services and Funding

DESC reserves the right to modify the services provided by vendors awarded a contract during the contract period. Any modification and resulting changes in pricing shall be made by amendment to the contract and the vendor and DESC.

DESC also reserves the right to decrease or increase contract amounts during the life of the contract, based on the utilization of funds, vendor performance, and the availability of funds, or as further described in the contract.

Any individual/organization applying under this RFP must be willing to adapt its proposal to specific funding guidelines or changes in DESC's, state, or federal regulations or policies.

Prospective vendors may be required to submit cost, technical, or other revisions of their proposal that may result from negotiations.

#### M. Terms and Conditions

The successful applicant will be expected to enter into a contract with DESC which will contain the Terms and Conditions outlined in a separate document that can be found on DESC's website at <a href="https://www.descmiworks.com/wp-content/uploads/2018-06-22-DESC-General-Contract-Terms-and-Conditions.pdf">https://www.descmiworks.com/wp-content/uploads/2018-06-22-DESC-General-Contract-Terms-and-Conditions.pdf</a>.