

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR SPACE (“RFS”)
DGS-RFS-DOC-2016-02
Department of Corrections

The District of Columbia’s Department of General Services (DGS) is seeking offers for training / office space that satisfy the criteria listed below. Responsive offers, among other things, should provide space that is within one building and contiguous on a single floor is preferred. The Department of Corrections (DOC) is the agency identified to initially occupy the proposed space.

Background

The DC Department of Corrections (DOC) is one of 17 agencies under the District of Columbia’s public safety cluster. The DOC mission is to provide a safe, secure, orderly and humane environment for the confinement of pretrial detainees and sentenced inmates, while affording those in custody meaningful rehabilitative opportunities that will assist them to constructively re-integrate into the community.

This particular facility for which this RFS is seeking proposals will be used for training of DC correctional officers.

Evaluation Criteria

The Evaluation Criteria is as follows:

- A. Agency Operation
- B. Rental Rate and Rent Structure
- C. Location

Submission Instructions

Offerors shall submit their proposals by responding to or accepting each of the terms included under the Evaluation Criteria in the order and format presented below. Please clearly state any exceptions or substitute language to any of the terms listed below.

A. Agency Operation – To be evaluated based on the suitability of space to meet the operational needs of the Agency.

Tenant: The District of Columbia, a municipal corporation, acting by and through its Department of General Services.

The District of Columbia agency initially occupying the Premises will be the Department of Corrections. The District retains the right to change occupying agencies without such substitution constituting a sublet of the Premises or an assignment of the Lease or otherwise require Landlord's consent.

Building: Please provide building name and address. Please provide:

- Description of building systems including HVAC system servicing the space, its capacity and additional capacity available within the building;
- Description of Building's security and access control, building a lots should be fully enclosed with barbwire fence;
- Description of energy efficiency programs and equipment;
- ADA compliance; and,
- Description of any proposed renovations planned for the building.

Landlord: Please provide ownership information including:

- Evidence of control of property and timely availability of the Premises;
- Proof of proper corporate status in DC (Office of Tax and Revenue (OTR) and Department of Employment Services (DOES) certifications);
- Management structure; and,
- Evidence of Landlord's wherewithal to fund tenant improvements and ongoing building operations.

Lender: Please provide a detailed description of the lender(s) associated with this property and any liens and/or ground leases that may or will encumber this Building.

Premises: Please propose approximately 18,000to 20,000 rentable square feet of space to accommodate the following program elements:

- 3 classrooms with 2 rooms separated by a movable partition making one 2000 SF space.
- 2 locker rooms restrooms (Men's/Women's) 500 SF each
- Reception area with front desk (400 SF)
- Office area to accommodate seven (7) workstations and two private offices (6000 SF total)
- 2 breakout rooms 300 SF
- Galley kitchen, break area (seating for 25) 650 SF
- 2000 SF fitness area (exclusive use)
- Storage area 3000sf
- Heated, covered parking/vehicle repair and maintenance area - 3000sf
- 900 SF of office for fleet maintenance group
- 2 Mock cells blocks

Please provide the following as part of your submission:

- Floor plans delineating specific floors and square footage;
- Description of the condition of space;
- Common area factor; and,
- Landlord's agreement to utilize BOMA standard of measurement for the building and premises.

Test Fit:

Once Tenant has reduced the options to a short list, Landlord shall, at its sole cost and expense without any reimbursement from Tenant, upon Tenant's request, provide one test fit for the Premises based upon programming provided by Tenant, which shall include one (1) revision and the architect shall be required to submit detailed pricing notes along with the test-fit.

Lease Term:

Tenant requests a ten (10) year term beginning on the Rent Commencement Date.

Option to Renew:

Tenant requests an option to extend the term for one (1) additional period of five (5) years.

Rent Commencement

The Lease Commencement Date shall be the date of

Date: delivery of the entire Premises to Tenant with all of Landlord's Work (to be defined in LOI) substantially completed and delivery by Landlord of a Certificate of Occupancy. Please confirm Landlord can deliver the substantially completed Premises on or before December, 2016.

Use: Department of Corrections training facility and administrative functions.

Assignment/Subletting: Please confirm Tenant shall have the right, subject to Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed, to assign the Lease or sublease all or any portion of the Premises.

Building Hours: Building hours are 8:00 am to 6:00 pm Monday – Friday (24-hour access for staff).

Parking: Thirty-five to forty (35 - 40) parking spaces for standard parking spaces.

Tenant Improvements: The District requires a Tenant Improvement Allowance (TIA) of \$110.00 per sf. The District requires a non-restrictive Tenant Improvement Allowance. Specifically, the District may use its allowance for hard and soft construction costs, IT, FF&E, specific electronic equipment and relocation services. The District may request the Landlord provide a turnkey build-out.

Brokerage: Savills Studley, Inc. is recognized as the exclusive broker representing Tenant in this proposed transaction. Upon execution of a lease agreement with the District of Columbia government, Landlord shall compensate Savills Studley, Inc. with a 2.75% commission of the Lease value over the Lease Term.

Section B. Rental Rate and Rent Structure – To be evaluated in context of the overall value to Tenant and the competitiveness relative to market considering such factors as condition of space, efficiency of space, proposed Tenant Improvement Allowance (“TIA”) and flexibility in the utilization of the TIA, Rental Abatement Period, any escalations etc. Rent Structure should be considered on the following proposed structure. The terms below are based on rentable square feet.

Net Rent: Escalations, if agreed to by the District, will be allowed on the net rent only. Do not include any escalation on the Annual Rent.

Operating Costs: The amount of Annual Rent for the first year shall include Operating Expenses (OpEx). OpEx are subject to annual escalations according to changes in the Consumer Price Index (CPI). The amount of the first year OpEx will be verified by the District and the amount revised prior to lease execution.

Landlord, at its sole cost and expense (meaning that such costs and expenses are already included in Annual Rental and Operating Cost Increases and shall not otherwise be billed as Additional Rent), shall promptly make all repairs, perform all maintenance, and make all replacements in and to the Land and the Building, including the Premises and the Tenant Improvements constituting fixtures, that are necessary or desirable to keep the same: (a) in good condition and repair, (b) in a clean, safe and tenantable condition, and (c) otherwise in accordance with all laws and the requirements of the Lease.

Real Estate Taxes: The amount included in the Annual Rent shall include the Real Estate Tax Base, which is based upon the real property and Business Improvement District (BID) taxes (the Real Estate Taxes) for the building or the portion of the building occupied by the District.

Commencing on the anniversary of the first lease year, the District will owe its proportionate share of Real Estate Taxes that exceeds the Real Estate Tax Base. The Real Estate Tax Base will be verified by the District and the amount revised prior to lease execution.

Tenant Improvement Amortization: The annual amount of the amortized TIA over the term of the lease. TIA will cover construction, A/E services, programming relocation, FF&E and technology costs. District requires flexibility in the utilization of TIA.

Total (“Annual Rent”) Total of all of the above factors.

Below is an **EXAMPLE** of how the proposed rent structure should be presented:

Net Rent	\$12.00
Operating Expenses	\$7.00
Real Estate Taxes	\$8.00
TI Amortization	<u>\$11.00</u>
Annual Rent	\$38.00 / RSF

Rental Abatement Period or other Concessions: Please specify any Rental Abatement Period expressed in months or other concessions that will be made available to Tenant.

C: Location – To be evaluated based on the location’s accessibility for the constituents it serves.

Delineated Area: Department of Corrections will consider all centralized locations with a preference for submarkets within close proximity to major thoroughfares, Metro stations and / or Metro bus lines.

Access: Please briefly describe the proximity (distance to the access point of the Building) and accessibility to multiple modes of public transportation including color of Metro stations and major highway / freeway access proximate to the Building.

I. **Submission Format and Due Date**

Please provide one (1) hard copy and two (2) electronic copies on a single CD in Microsoft Word and PDF of the written offers in 12-point font size on 8.5"x 11" paper.

Offers must be hand delivered to:

Department of General Services
ATTENTION: Eric Harris
REFERENCE: DGS-RFS-DOC-2016-02
2000 14th Street, NW - 8th Floor
Washington, DC 20009
No phone calls please.

Electronic mail and facsimile Offers will not be accepted. Each Offer shall be submitted in a sealed envelope conspicuously marked: **"Offer in Response to DGS-RFS-DOC-2016-02"**

Offers must be submitted to DGS with all required supplemental information and documentation, by 3:00 pm on **March 28, 2016** in order to be considered.

Submission finalists will be notified within 30 days after the submission deadline listed above.

This Solicitation for Offers shall not be considered an offer to lease and DGS reserves the right to withdraw this solicitation at any time.



DC DEPARTMENT OF GENERAL SERVICES

CONDITIONS APPLYING TO SOLICITATION AND OFFEROR'S ACKNOWLEDGEMENT

THE UNDERSIGNED hereby certifies that it has read and affirms that its offer in response to **Solicitation No.** _____ is submitted subject to the following conditions of solicitation:

100 Limitation on DGS' Authority to Lease

Offerors should be aware that execution by DGS of a lease for an expenditure in excess of \$1,000,000 in any 12-month period is subject to authorization by the Council of the District of Columbia. All financial obligations of the District under a lease or any other agreement are subject to the provisions of (i) the federal Anti-Deficiency Act (31 U.S.C. §§ 1341, 1342, 1349-1351, 1511-1519 and D.C. Official Code §§ 1-206.02(e) and § 47-105 (2001)), (ii) the District of Columbia Anti-Deficiency Act (D.C. Official Code §§ 47-355.01 et seq. (2006 Supp.)); and (iii) § 446 of the District of Columbia Home Rule Act (D.C. Official Code § 1-204.46 (2006 Supp.)), each as may be amended from time to time. The District cannot obligate itself to expend any funds without first obtaining a congressional appropriation of funds for such purpose. DGS makes no commitment (nor is authorized to make any commitment) to enter into any lease and does not intend to proceed with any proposed lease until all applicable laws have been satisfied.

101 DGS reserves the right with respect to the Solicitation to:

- a. Cancel, withdraw or modify the Solicitation prior to or after the submission deadline;
- b. Modify or issue clarifications to the Solicitation prior to the submission deadline;
- c. Reject any submission it deems incomplete or unresponsive to the submission requirements;
- d. Consider a submission that is in noncompliance with the submission requirements;
- e. Reject all submissions that are submitted under the Solicitation;
- f. Modify the deadline for submissions or other actions; and
- g. Reissue the Solicitation, a modified Solicitation, or a new Solicitation whether or not any submissions have been received in response to the initial Solicitation issuance.

DGS may exercise one or more of these rights, in its sole discretion, as it may deem necessary, appropriate, or beneficial to the District.

102 Notice of Modifications

DGS will post on its website (<http://DGS.dc.gov>) any notices or information regarding cancellations, withdrawals, modifications to deadlines, and other modifications to this Solicitation. Offerors shall have an obligation to check the website for any such notices and information, and DGS shall have no duty to provide direct notice to Offerors.

103 Further Efforts

DGS may request that Offerors clarify their submissions and/or submit additional information pertaining to their submissions. DGS may request best and final submissions from any Offeror and/or request an oral presentation from any Offeror.



104 Restricted Communications

Upon release of this Solicitation and until selection of an Offeror, Offerors shall not communicate with DGS staff or other District staff about the Solicitation or issues related to the Solicitation except as authorized in this Solicitation or in a public meeting in connection with this Solicitation.

105 Selection Non-Binding

The selection by DGS of an Offer indicates only an intent by DGS to negotiate with the Offeror and the selection does not constitute a commitment by DGS to execute a final lease with the Offeror. DGS may terminate, in its sole and absolute discretion, negotiations with any Offeror if such Offeror introduces comments or changes to a lease agreement that are inconsistent with its previously submitted offer materials.

106 No Conflicts of Interest, Improper Influence, Etc.

In its response to the Solicitation, the Offeror shall represent and warrant the following to the District.

1. The compensation to be requested, offered, paid or received in connection with this Solicitation has been developed and provided independently and without consultation, communication or other interaction with any other competitor for the purpose of restricting competition related to this Solicitation or otherwise.
2. No person or entity employed by the District or otherwise involved in preparing this Solicitation on behalf of the District (i) has provided any information to potential Offerors which was not made available to all entities potentially responding to this Solicitation, (ii) is affiliated with or employed by or has any financial interest in any potential Offeror, (iii) has provided any assistance to potential Offeror in responding to this Solicitation, or (iv) will benefit financially if any Offeror is selected in response to this Solicitation.
3. The Offeror has not offered or given to any District officer or employee any gratuity or anything of value intended to obtain favorable treatment under this Solicitation or any other solicitation or other contract, and Offeror has not taken any action to induce any District officer or employee to violate the rules of ethics governing the District and its employees. Offeror has not and shall not offer, give or agree to give anything of value either to the District or any of its employees, agents, job shoppers, consultants, managers or other person or firm representing the District, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this Solicitation. As used herein, "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by this Solicitation, if any, or any other contract with the District), etc., which might tend to obligate a District employee to Offeror, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include work or services rendered pursuant to any other valid District contract.
4. The Offeror shall report to the District directly and without undue delay any information concerning conduct which may involve: (a) corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority; or (b) any solicitation of money, goods, requests for future employment or benefit of thing of value, by or on behalf of any government employee, officer or public official, any Offeror employee, officer, agent, subcontractor, or labor official, or other person for any purpose which may be related to the procurement of this Solicitation by Offeror, or which may affect performance in response to this Solicitation in any way.



5. No member, employee, contracted agent, or consultant of Offeror was a District employee, consultant, or contractor to the District within three (3) years prior to the publication of the Solicitation except as Offeror has disclosed in writing to DGS as part of its Offer. Offeror will notify DGS of any new hire of an employee, contracted agent, or consultant who was a District employee, consultant, or contractor to the District within three (3) years prior to the publication of the Solicitation within five (5) days of any such hire.

Required disclosures and representations notwithstanding, failure to comply with any obligation described in this Section 106 may result, in DGS' sole and absolute discretion, in the Offeror's disqualification from consideration under this Solicitation, the rescission of the Offeror's award, and/or termination of any agreement between the Offeror and the District.

107 Confidentiality

Submissions and all other information submitted in response to a Solicitation are subject to the District's Freedom of Information Act (D.C. Official Code § 2-531 et seq.) ("FOIA"), which generally mandates the disclosure of documents in the possession of the District upon the request of any person, unless the content of the document falls within a specific exemption category.

If an Offeror provides information that it believes is exempt from mandatory disclosure under FOIA ("exempt information"), the Offeror shall include the following legend on the title page of the submission:

THIS PROPOSAL CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT'S FREEDOM OF INFORMATION ACT

In addition, on each page that contains information that the Offeror believes is exempt from mandatory disclosure under FOIA, the Offeror shall include the following separate legend:

THIS PAGE CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT'S FREEDOM OF INFORMATION ACT

On each such page, the Offeror shall also specify the exempt information and shall state the exemption category within which it believes the information falls.

Although DGS will generally endeavor not to disclose information designated by the Offeror as exempt information, DGS will independently determine whether the information designated by the Offeror is exempt from mandatory disclosure. Moreover, exempt information may be disclosed by DGS, at its sole discretion, unless otherwise prohibited by law, and the District shall have no liability related to such disclosure.

108 Ownership and Use of Submissions

All submissions shall be the property of the District. The District may use any and all ideas in any submission, whether the submission is selected or rejected.

109 Non-Liability

By participating in the Solicitation process, the Offeror agrees to hold the District, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this solicitation.

110 Questions



Any questions regarding this Solicitation should be submitted via e-mail to _____.
Offerors shall not direct questions to any other person affiliated directly or indirectly with the District. Responses to Offeror questions will be posted to the Office of Property Management website at: <http://DGS.dc.gov>.

Date: _____

Name:
Title:
Offeror: