

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES**



**REQUEST FOR SPACE ("RFS")
DGS-RFS-DDOT-2016-09
DC Department of Transportation – DC Circulator**

The District of Columbia's Department of General Services (DGS) is seeking offers to lease or purchase land or land with existing improvements to serve as a new maintenance and bus storage facility for the DC Circulator, a service planned, funded and overseen by the DC Department of Transportation (DDOT). DDOT is the agency identified to initially occupy the proposed space.

Background

The mission of the DDOT is to enhance the quality of life for District residents and visitors by ensuring that people, goods, and information move efficiently and safely with minimal adverse impact on residents and the environment.

The DC Circulator is the product of a unique public/private partnership between the DDOT, Washington Metropolitan Area Transit Authority, and DC Surface Transit, Inc. The objective of the Circulator is to provide alternatives for quick and efficient mass transit connections to public-transportation hubs throughout Washington, DC.

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 / Purchaser: 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 DDOT. 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 the land (size, location and zoning);
- Description of existing or future building systems including HVAC system servicing the space, its capacity and additional capacity available within the building;
- Description of existing or future building's security and access control (preference will be given to Buildings with lobby level security and controlled access to the space);
- Detailed description of maintenance and cleaning;
- Description of current recycling programs;
- Description of energy efficiency programs and equipment; and,
- ADA compliance.

Landlord: Please provide ownership information including:

- Evidence of control of property and timely availability of the Premises;
- Proof of proper corporate status and good standing in DC Office of Tax and Revenue (OTR), Department of Employment Services (DOES) and the Department of Consumer and Regulatory Affairs (DCRA).
- 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 either: a) approximately two acres (2.0) to three and one-half (3.5) acres of land with or without existing buildings for the

new maintenance and storage facility for the DC Circulator, or b) a 86,000 rsf to 157,000 rsf building structure suitable for a bus maintenance and operations and multi-deck parking facility.

Please see Exhibit 1 for a description of the program. The District may select multiple sites if it is in the District's best interest to bifurcate the requirement. Please provide the following:

- Site plan depicting the land;
- Floor plans delineating square footage if there is an existing building;
- Description of the condition of building (if existing);
- 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: If a lease is proposed, Tenant requests a fifteen (15) year term beginning on the Rent Commencement Date with 1-five (5) year option to extend.

Lease Commencement Date: The Lease Commencement Date shall be the date of 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 by September 1, 2017.

Rent Commencement Date: The Rent Commencement Date shall be the date upon which Tenant commences paying rent after the Rental Abatement Period has elapsed.

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: 7 days a week / 24-hour access.

Parking: 60 standard parking spaces (minimum requirement) up to 150

standard parking spaces (maximum requirement) for employee parking.

Tenant Improvements: Landlord, at Landlord's sole cost and expense, using mutually agreed upon materials and finishes or making use of the existing improvements, substantially similar to the District's standard materials and finishes, shall build out the Premises based upon a mutually agreeable space plan (to include a test fit prepared prior to LOI execution) on a "turnkey" basis. Landlord's architect shall prepare all drawings at Landlord's expense. The turnkey build out shall cover all hard and soft costs of construction including architectural, engineering fees, Tenant moving costs, furniture, fixtures and equipment, security, signage, and telecom/data cabling. Landlord and Tenant shall agree to the plan scope and finish level and the same shall be made an exhibit to the lease.

The Work Agreement and the Tenant Improvement Allowance thereunder shall be subject to the requirements of D.C Code Section 2-218.46 regarding the use of Small Business Enterprises and Certified Business Enterprises (as such term is defined under D.C. Code Section 2-218.02). The Work Agreement shall set forth the foregoing requirement.

Use: Warehouse for maintenance, vehicle storage and any other lawful use.

Section B. Rental Rate and Rent Structure or Sale

To be evaluated in context of the overall value to the District 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 District will also consider a fee simple sale or ground lease of the land or fee simple sale of a build-to-suit for this requirement. 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.

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 components.

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

Net Rent	\$12.00
Operating Expenses	\$ 2.00
Real Estate Taxes	\$ 2.00
TI Amortization	<u>\$ 6.00</u>
Annual Rent	\$20.00 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.

For Sale to District

Sale / Ground Lease: The District will consider all offers to purchase the property either as-is fee simple sale, build-to-suit ground lease or lease as described above with a purchase option. Please include sale price/ground lease terms, site and building information and all other major business terms in your offer.

Brokerage

Commission Structures: Savills Studley, Inc. and Civitas Commercial Real Estate Services (collectively “Savills Studley”) are recognized as the exclusive brokers representing Tenant in this proposed transaction. Upon execution of a lease agreement with the District of Columbia government, Landlord shall compensate Savills Studley with a 3.00% commission of the Lease value based on the Annual Rent over the *Lease Term* or *Purchase Price*.

C: Location – To be evaluated based on the location’s accessibility for the constituents it serves.
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Delineated Area: All quadrants within the District of Columbia are acceptable with a preference for locations within 1 to 2 blocks of a Metro Bus, or Circulator stop that connects directly to a Metro train station. An additional preference will be given to options within close proximity of the Metro train station. 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 train station and major highway / freeway access proximate to the Building.

Submission Format and Due Date

Please provide one (1) hard copy and two (2) electronic copies in Microsoft Word and PDF of the written offers in 12-point font size on 8.5”x 11” paper. Offers must also include **signed** DC DGS FORM S-103 attached to this RFS (Exhibit 2).

Offers must be hand delivered to: **Department of General Services**
ATTENTION: SE Ponds, DGS Portfolio
REFERENCE: DGS-RFS-DDOT-2016-09
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-DDOT-2016-09”**. Offers will be received and considered on a **rolling basis starting October 20, 2016** and this solicitation shall remain open until the District has awarded a contract which satisfies the entirety of this requirement.

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

EXHIBIT 1



DDOT Circulator - Program Requirements

DDOT Circulator Bus Maintenance Facility - Program Requirements				
Program Element	Minimum Size	Maximum Size	Minimum Requirement at Single Location @ 80 Buses	Maximum Requirement at Single Location @ 120 Buses
Interior Requirements				
Maintenance Bays with Hoists	8,400	12,000	7 Bays – 1,200 SF per bus	10 Bays – 1,200 SF per bus
Mechanical, HVAC and electrical equipment	1,200	2,400		Estimate
Operations offices, operator areas	5,000	7,500		Estimate
Shop Office, parts/supply room, lockers & breakroom	2,500	7,500		Estimate
Circulation Factor	4,275	7,350	25% of the requirements listed above	
Interior Requirements Total	21,375	36,750		
Indoor or Covered Interior Requirements				
Bus Storage	46,400	69,600	80	120
Internal non-revenue vehicle storage	1,000	2,000	5 vehicles at 200 SF per vehicle	10 vehicles at 200 SF per vehicle
Circulation Factor	11,850	17,900	25% of the requirements listed above	
Optional Interior Requirements Total	59,250	89,500		
Exterior Requirements				
Fueling Lane	1,500	3,000	1 lane 25' X 60'	2 lanes 25' X 60'
Bus Wash Lane and Vaulting	2,750	8,250	1 lane 25' X 110'	3 lanes 25' X 110'
Circulation Factor	1,063	2,813	25% of the requirements listed above	
Exterior Requirements Total	5,313	14,063		
Total Space Program Requirements	85,938	140,313	in square feet	
	1.97	3.22	in acres	

Notes (requirement heights):

- Service Lanes Heights: 16'
- Maintenance Lane Heights: 18'
- Bus Storage Height: 14' 6"
- Office Areas: 8'

Exhibit 2

**DC DEPARTMENT OF GENERAL SERVICES
DC DGS FORM S-103
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, or acquisition with 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 sheryl.ponds@dc.gov. 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: