

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR SPACE (“RFS”)
DGS-RFS-MPD-2016-02
THE METROPOLITAN POLICE DEPARTMENT

The District of Columbia’s Department of General Services (DGS) is seeking offers for office space that satisfy the criteria listed below. Responsive offers, among other things, should provide space that is contiguous within one building. The Metropolitan Police Department Command Staff (MPD) is the agency identified to initially occupy the proposed space.

Background

The Metropolitan Police Department (MPD) is the primary law enforcement agency for the District of Columbia. DGS shall offer and award this RFS through an Emergency Procurement action based on an the imminent threat to the public, health, welfare, property or safety and to prevent or minimize serious disruption in agency operations and therefore essential function of the District of Columbia.

The Chief’s Command Staff will be the first division within the MPD to swing out of the Daly Building during the renovation. The purpose of this solution is to find swing office space for the Chief’s Command Staff for the next 5 to 10 years.

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 Metropolitan Police Department (“MPD”). 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 (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 any amenities the building has such as a gym or restaurant;
- Description of energy efficiency programs and equipment; and,
- ADA compliance.
- 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 and good standing in DC Office of Tax and Revenue (OTR), Department of Employment Services (DOES) certifications 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 approximately Fourteen to Eighteen Thousand Rentable Square Feet (14,000 to 18,000 rsf) in contiguous floor area to accommodate the program described in Exhibit 1. Please provide the following:

- Floor plans delineating specific floors and square footage;
- Description of the condition of space (preference will be given to options with existing build-out although all options will be considered);
- 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 (2) revision and the architect shall be required to submit detailed pricing notes along with the test-fit. Which amount shall not be deducted from the Tenant Improvement Allowance.

Lease Term: Tenant requests a five (5) to ten (10) year term beginning on the Rent Commencement Date.

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 provide the earliest possible delivery date. Time is of the essence, a preference will be given to options that can provide a turnkey solution at the earliest possible date.

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

Use: Administrative office and any other lawful use.

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.

Parking: 14 parking spaces fleet vehicles at a minimum. Preference will be given to options that can provide additional parking for the balance of the Command Staff (up to additional 47 parking spaces). The additional parking spaces are not mandatory.

Please provide cost per parking space on a monthly basis and any scheduled escalations.

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.

OR

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 buildout 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.

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 4% 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.

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	\$15.00
Operating Expenses	\$ 8.00
Real Estate Taxes	\$ 5.00
TI Amortization	<u>\$10.00</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.
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Delineated Area: A preference will be given to those options that are within a half mile of the Daly Building located at 300 Indiana Avenue, NW. All office submarket within the District of Columbia will be considered. An additional preference will be given to options within close proximity of the Metro train station. Please briefly describe the proximity to the Daly Building and accessibility to multiple modes of public transportation including color of Metro train station 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 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.

Offers must be hand delivered to:

Department of General Services
ATTENTION: Ikenna Udejiofor
REFERENCE: DGS-RFS-MPD-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-MPD-2016-02”**

Offers must be submitted to DGS with all required supplemental information and documentation, by 3:00 pm on Tuesday, February 2, 2016_in order to be considered.

Submission finalists will be notified pursuant to this Emergency Procurement RFS action 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.

EXHIBIT 1
PROGRAM

	<u>Size</u>	<u>#</u>	<u>USF</u>
Office Space			
COP Office	225	1	225
Lieutenant Private Office	120	8	960
Sargent Shared Office	90	9	806
Workstation (8x6)	48	39	1,872
Workstation (6x6) (Touchdown/Hotel Space)	36	2	72
Total / Average	67	59	3,935
Conference Space			
Large Conference Room (20+ people)	600	1	600
Medium Conference Room (10-15 people)	300	2	600
Team Rooms (4 people)	0	0	0
Total / Average	400	3	1,200
Shared Support Areas			
Reception Area	250	1	250
Lunch Room / Kitchen / Lounge	350	1	350
Pantry	120	1	120
Wellness / Quiet Room	120	1	120
Copy/Mail/Production Room	200	1	200
Secured Storage	500	4	2,000
IT workroom	150	1	150
Server/Phone room	150	1	150
Printer/Fax Stations x 4	40	4	160
Total / Average	233	15	3,500
Usable Square Feet			
Subtotal			8,635
Circulation		40%	3,454
Total Usable Square Feet			12,090
Rentable Square Feet			
Core Factor (assumed)		17%	2,055
Total Rentable Square Feet		240	14,145
Plus 25%		300	17,681