

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR SPACE (“RFS”)
DGS-RFS-MPD-2016-02
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 should, among other things, provide space that is contiguous within one building. The Metropolitan Police Department Command Staff (“MPD Command Staff” or “Agency”) would initially occupy the proposed space.

Background

The Metropolitan Police Department (“MPD”) is the primary law enforcement agency for the District of Columbia. The MPD Command Staff will be the first division within the MPD to swing out of the Daly Building during the renovation. The purpose of this RFS is to find swing office space for the MPD Command Staff for the next 5 to 10 years. DGS shall offer and award this RFS through an Emergency Procurement action based on an imminent threat to the public, health, welfare, property or safety and to prevent or minimize serious disruption in agency operations and therefore an essential function of the District of Columbia.

Evaluation Criteria

The Evaluation Criteria are 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 (“Tenant” or “District”).

The District of Columbia agency initially occupying the Premises will be MPD. The District retains the right to change the occupying agency 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, as well as:

- 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;
- A statement confirming building’s ADA compliance (and a description of any non-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 organizational status and good standing in DC Office of Tax and Revenue, Department of Employment Services and Department of Consumer and Regulatory Affairs.
- Management structure; and
- Evidence of Landlord’s wherewithal to fund Tenant Improvements or Landlord Work (defined below), as applicable, and ongoing building operations.

Lender: Please provide a detailed description of the lender(s) associated with the 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, provide one test fit for the Premises based upon programming provided by Tenant, which shall include two (2) revision and Landlord's architect shall be required to submit detailed pricing notes along with the test-fit.

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

Rent Commencement Date: The Rent Commencement Date shall be the date of delivery of the entire Premises to Tenant with all Tenant Improvements and Landlord Work (defined below), as applicable, substantially completed pursuant to the terms of a Work Agreement and delivery by Landlord of a certificate of occupancy; provided that Tenant's obligation to commence paying rent shall be subject to any Rental Abatement Periods. 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.

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 at a minimum for Tenant's fleet vehicles. Preference will be given to options that can provide additional parking for the balance of the MPD 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 that 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 if they are substantially similar to the District's standard materials and finishes, shall build out the Premises based upon a mutually agreeable space plan (to include the test fit described above) on a "turnkey" basis (the "Landlord Work"). 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, if applicable, 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 terms are 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 with the District, 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 the context of the overall value to Tenant and the competitiveness relative to market considering such factors as condition of space, efficiency of space, proposed TIA and flexibility in the utilization of the TIA, Rental Abatement Period (described below), any escalations, etc. Rent Structure should be presented based 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 (as defined below).

Operating Costs: The amount of Annual Rent for the first lease 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 subject to revision prior to lease execution.

Real Estate Taxes: The amount of Annual Rent for the first lease year shall include the Real Estate Tax Base, which is the District’s proportionate share (based upon the portion of the building occupied by the District) of the initial lease year’s real estate taxes. The Real Estate Tax Base will be verified by the District and subject to revision prior to lease execution.
Each lease year after the first lease year, the District will owe its proportionate share of Real Estate Taxes that exceeds the Real Estate Tax Base.

Tenant Improvement Allowance Amortization: The annual amount of the amortized TIA over the initial term of the lease.

Annual Rent Total of all of the above factors.

Below is an **EXAMPLE** of how the proposed rent structure for the initial lease year should be presented:

Net Rent	\$15.00
Operating Expenses	\$ 8.00
Real Estate Tax Base	\$ 5.00
TIA 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 Agency or 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 submarkets within the District of Columbia will be considered. An additional preference will be given to options within close proximity of a 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 (via a USB drive) 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 information and documentation by 3:00 pm on Tuesday, February 2, 2016 in order to be considered.

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

This RFS shall not be considered an offer to lease and DGS reserves the right to withdraw this RFS 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

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. DGS-RFS-MPD-2016-02 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 **ikenna.udejiofor@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: