

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES



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REQUEST FOR SPACE (“RFS”)  
DGS-RFS-OEA-2015-02  
OFFICE OF EMPLOYEE APPEALS

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 within one building and contiguous on a single floor is preferred. The Office of Employee Appeals (OEA) is the agency identified to initially occupy the proposed space.

**Background**

The Office of Employee Appeals (OEA) is an independent agency of the District of Columbia Government created by the DC Government Comprehensive Merit Personnel Act (CMPA) of 1978 (DC Code 1-601.01 et seq.). OEA’s mission is to administer the CMPA by adjudicating employee appeals and rendering impartial decisions with sound legal reasoning in a timely manner. OEA is governed by a five-member board, and has a full staff to process appeals filed by the District government’s 40,000 member workforce.

**Evaluation Criteria**

The Evaluation Criteria is as follows:

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

**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 Office of Employee Appeals (“OEA”). 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 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 ten thousand rentable square feet (5,000 to 10,000 rsf) in contiguous floor area to accommodate 14 to 16 employees, library, hearing rooms, mediation room, conference room, waiting room reception area and pantry. Please provide the following:

- 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.

**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 October 1, 2015.

**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 offices and hearing rooms for the District of Columbia Office of Employee Appeals.

**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 7:00 am to 8:00 pm Monday - Friday (24-hour access for staff).

**Parking:** Minimum of three (3) parking spaces, up to 1 parking space per 1,400 rentable square feet. 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.

**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	\$10.00
<b>Annual Rent</b>	<b>\$38.00 RSF</b>

**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:** Central Business District and East End within 1,500 feet of Metro stations with a preference for Metro stations serving multiple 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.

**D. Sustainability Requirements**

**LEED Certification:** Building (a) must have received, at minimum: a) U.S. Green Building Council (USGBC) Core & Shell (CS), New Construction & Major Renovations (NC) Certification, or Existing Building Operations and Maintenance (EBOM); **or** (b) Offers must include a feasibility statement for LEED Commercial Interior (CI), Core and Shell (CS), or New Construction (NC), Existing Building Operations and Maintenance. Please describe all awards, designations and/or “green” features offered.

**I. Submission Format and Due Date**

Please provide one (1) hard copy and two (2) electronic copies on CD 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: Charleen Ward**  
REFERENCE: DGS-RFS-OEA-2015-02  
2000 14<sup>th</sup> Street, NW - 8<sup>th</sup> 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-OEA-2015-02”**

Offers must be submitted to DGS with all required supplemental information and documentation, by 3:00 pm on **Friday, May 8, 2015** 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.*