

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



REQUEST FOR SPACE (“RFS”)
DGS-RFS-DCPL-2015-10-01B

Martin Luther King Jr. Memorial Library Interim Hub B

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 District of Columbia Public Library (“DCPL”) is the agency identified to initially occupy the proposed space.

Background

The Martin Luther King Jr. Memorial Library (MLK Library) located at 901 G St. NW, will undergo a major modernization to meet the needs of District residents. During MLK Library’s renovation, DCPL will separate and relocate its public facing components into two Interim Hubs. The purpose of this Request for Space is to identify the one (1) remaining block of 10,000 SF first floor space that is required for the Interim Hub locations. Owners may propose one, or more locations in response to this Request for Space.

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 (“District”), a municipal corporation, acting by and through its Department of General Services.

The District agency initially occupying the Premises will be DCPL. 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 and the following:

- 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;
- 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;
- Certification of (corporate) Good Standing with the Department of Consumer and Regulatory Affairs (“DCRA”);
- Certification of Good Standing from the 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 (10,000 rsf) of contiguous first floor space to accommodate a **DCPL Interim Hub**. 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 five (5) 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 confirm Landlord can deliver the substantially completed Premises on OR BEFORE April 1, 2016.

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: Public library, 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.

Building Hours: Building hours are 7:00 am to 9:00 pm Monday – Thursday; 9:30 am to 5:30 pm Friday – Saturday; 1:00pm -5:00pm Sunday (24-hour access for staff).

Parking: Please provide the building’s current parking ratio per 1,000 RSF and cost per parking space on a monthly basis including any scheduled escalations.

Tenant Improvements: Please propose a Tenant Improvement Allowance (TIA). 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 to contract for the build-out of the space.

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

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

Delineated Area: The District prefers a location bound by 16th Street, NW to the West, North Capital Street to the East, Constitution Ave to the South, and Massachusetts Ave to the North. **However, the District will seriously consider any and all options outside of the delineated area within 4 blocks of a Metro Subway 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 line 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** Note the link to this form is:

http://dgs.dc.gov/sites/default/files/dc/sites/dgs/publication/attachments/DC%20DGS%20Form%20S%20103%20-%20Conditions%20Applying%20to%20Solicitation%20and%20Offerors%20Acknowledgement_0.doc

Offers must be hand delivered to:

Department of General Services

ATTENTION: S.E. Ponds

REFERENCE: DGS-RFS-DCPL-2015-10-01B

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-DCPL-2015-10-01B** Offers must be submitted to DGS with all required supplemental information and documentation, by **3:00 pm on Thursday, November 5** 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.