

PRINCE GEORGE'S COUNTY GOVERNMENT

OFFICE OF CENTRAL SERVICES

REQUEST FOR SPACE ("RFS")

OCS-RFS- PGCPD Temporary Storage - Warehouse-2023-06

Prince George's County Police Department Warehouse

The Office of Central Services ("OCS") is seeking offers for approx. 20,000 to 25,000 SF warehouse space that satisfy the criteria listed below. Responsive offers, among other things, should provide space that is within one building or project. The Prince George's County Police Department ("PGCPD") is the agency identified to initially utilize the proposed space.

Background

The Prince George's County Police Department is the fourth largest law enforcement agency in the State of Maryland. More than 1,400 police officers and 300 civilians provide a full range of law enforcement services to nearly 900,000 residents and business owners. Prince George's County Police Department is proud to provide service to a diverse demographic and geographic area.

Confidentiality. The Parties to this RFS and their respective owners, employees and agents agree to keep strictly confidential this RFS and the identity of the Parties, its contents, all related discussions and negotiations regarding the subject matter of this RFS and all information provided by the Parties hereto regarding the subject matter of this RFS.

Evaluation Criteria

The Evaluation Criteria are as follows:

- A. Serves the Agency's operations
- B. Rental Rate and Rent Structure consistent with OCS's typical standards
- C. Location that meets the preferred criteria

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.

Section A. Landlord Qualifications, Financial Feasibility and Agency Operations –

To be evaluated and scored based on the Landlord’s financial resources, capacity, and ability to successfully complete a lease with the County and perform ongoing operations of suitable space that meets the operational needs of OCS.

Tenant: Prince George’s County, Maryland, a body corporate and politic, acting by and through its Office of Central Services (the “County”).

The County agency(s) initially occupying the premises will be OCS. The County retains the right to change occupying agencies without such substitution constituting a sublet of the Premises or an assignment of the Lease, or otherwise requiring Offeror’s consent.

Landlord Qualifications: Please provide ownership information including:

- Evidence of control of property and timely availability of the Building and Premises (if offeror does not currently own the property please provide evidence of site control and timing and all contingencies (if any) for closing); and,
- Management/ownership structure.

Landlord’s Financial Capability: • Please describe any lenders with financing associated with the building and any liens and/or ground leases that may or will encumber the building.

- Evidence of Offeror’s wherewithal to fund development (where appropriate) ongoing building operations, a tenant improvement allowance, and, if applicable, other property improvements.

County’s Operational Requirements:

- Please propose from ± 20,000 to 25,000 Rentable Square Feet (“RSF”) of space to accommodate the storage needs of PGCPD (Specials Operations Division).
- Specifications and Equipment list as summarized in Exhibit “A”

If there are existing tenants in the space proposed, please provide evidence including dates for the existing tenant's plans to vacate the space.

Building, please provide the building name and address and the following:

Support Services.

- A description of any renovations planned for the building, including timeline.
- A description of building systems, including HVAC system servicing any office space, its capacity and additional capacity available within the building;
- Description of the loading docks (type and number), bay doors and ceiling heights; and,
- Description of building's security and access control; and,
- Description Facility Security Level (These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones.")
- Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, by the development of an access list and controlled copy numbering,
- Please provide the following:
 - o Floor plans delineating specific floor and square footage; and,
 - o Description of the condition of space;

Section B. Rental Rate / Rent Structure and Required Lease Terms – To be evaluated and scored in context of the overall value to the County 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, escalations, etc. Rent structure should be submitted based on the following proposed structure. The terms below are based on RSF.

Net Rent:

Escalations will be allowed on the Net Rent only. Do not include any escalation on the Annual Rent (as hereinafter defined).

Operating Expenses: The Annual Rent for the first year shall include operating expenses ("OpEx"). OpEx is subject to annual escalations according to changes in the Consumer Price Index (CPI).

The amount of the OpEx for the first year proposed by Offeror will be subject to verification by the County and may be subject to revision prior to Lease execution.

Real Estate Taxes: The Annual Rent for the first Lease year shall include the "Real Estate Tax Base," which shall be equal to the County's proportionate share of real estate taxes for the building for such first year.

Commencing on the anniversary of the first Lease year, the County will owe its proportionate share of real estate taxes for the building that exceeds the Real Estate Tax Base. The Real Estate Tax Base will be subject to verification by the County and the amount may be subject to revision prior to Lease execution.

Tenant Improvement Allowance Amortization: Annual Rent shall include TIA amortized over the initial Lease Term.

Annual Rent: Total of all of the above factors. Please provide an aggressive, market-sensitive rent proposal (including concessions such as rent abatement). Please use a full-service gross rental structure.

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

Net Rent	\$12.00
Operating Expenses	\$1.50
Real Estate Tax Base	\$2.00
TIA Amortization	\$TBD
Annual Rent for first Lease year	\$14.50 RSF

Test Fit: After thorough analysis of all proposals, the County will notify Offerors whose proposals have been

short-listed by the County for purposes of building/property tours. After the building/property tours are complete, the County shall deliver programming requirements to such Offerors and each such Offeror shall, at its sole cost and expense, without any reimbursement from the County, provide \$0.15/RSF in funding for and deliver one test fit for the Premises based upon the programming requirements provided by the County, which shall include two (2) revisions to the test fit, together with the architect's detailed pricing notes. The architect selected by each Offeror shall be subject to the County's prior approval.

- Lease Term:** Two (2) to Three (3) years.
- Option Term:** The County requests an option to extend the original term on a month-to-month basis for a maximum of 12 months.
- Early Termination Notice:** The County may at any time after 30 months terminate this Lease, upon ninety (90) days written notice (an "Early Termination Notice"), terminate and cancel this Lease, in which event this Lease shall terminate as of the date specified in such Early Termination Notice.
- Rent Commencement Date:** The County shall commence paying rent when the Premises is delivered to the County with any work to be performed by the Offeror completed to the Premises, Base Building, Parking Areas, and Site, as evidenced by a certificate of occupancy. Please confirm Offeror can deliver the substantially completed Premises by November 2023.
- Use:** Primarily warehouse storage with ancillary office and any other lawful use. If relevant, please provide the names of the other tenants in the building.
- Assignment/Subletting:** Please confirm the County shall have the right, subject to Offeror'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:

Twenty-Four (24) hours per day, seven (7) days per week, 365 days per year.

The County shall have the right to design the appropriate card access system for the Building or utilize Offeror's base building card access system to the building and building elevators and shall be provided with a sufficient number of access cards for each County employee.

Parking:

Please reference the availability and type of parking. The County requests at least twelve (12) exclusive and designated parking spaces.

Tenant Improvement Allowance:

The County requires a Tenant Improvement Allowance ("TIA") for racks, tenant build-out and HVAC for the small office portion (if not already provided with in the space). The County requires a non-restrictive TIA. Specifically, the County may use its allowance for hard and soft construction costs, IT, FF&E, specific electronic equipment and relocation services. The County may require the Offeror to contract for the build-out of the space. If the County requires that the Offeror build-out the Premises, the Lease shall include a Work Exhibit. In such event, the TIA thereunder shall be subject to the requirements of County Code Section Sec. 10A-162 regarding the use of certified County-based small businesses, County-based minority business enterprises, and/or Locally-owned and Operated Business participation.

Brokerage:

Landlord and Tenant each warrant and represent to the other that they have not dealt with any real estate brokers or agents in connection with this Lease except Tenant's Broker and Landlord's Broker (collectively, the "Brokers"), if any, and no brokerage fees or other commissions are due to any other parties in connection therewith. Landlord agrees to pay the Brokers their respective commissions in

accordance with separate agreement(s) between Landlord and Brokers, and Landlord indemnifies Tenant from any claims of the Brokers for same. Tenant and Landlord shall each indemnify and hold the other harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) incurred in connection with any compensation, commission or fee claimed by any other real estate broker, finder, attorney, or agent, other than the Brokers, in connection with this RFS. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

Section C: Location – To be evaluated and scored based on their responsiveness to the goals and objectives of the County's requirements as summarized below:

Location:

A preference will be centralized locations with good access to the rest of the County.

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.

Submission Format and Due Date

Please submit one (1) electronic copy in Microsoft Word and PDF by email to OCS_RealProperty@co.pg.md.us. The offers shall be written in 12-point font size on 8.5"x 11" paper.

Within the body of the email please reference "Offer in Response to OCS-RFS-PGCPD-2023-06." Offers will be received and considered on a "rolling basis" and this solicitation shall remain open until the County has awarded a contract which satisfies the entirety of this requirement.

Offers will be received and considered on a "rolling basis" starting June 12, 2023 and this solicitation shall remain open until the County has awarded a contract which satisfies the entirety of this requirement.

Addendum: If it becomes necessary to revise any part of this RFS or if additional data is necessary to enable interpretation of provisions of this RFS, such revisions or additional data will be made available online.

Any matters that are not addressed in this RFS and that would further distinguish the building from other competing buildings should be addressed in your response.

This Request for Space shall not be considered an offer to lease and OCS reserves the right to withdraw this Request for Space at any time.

Exhibit A

SOD heavy vehicle storage requirements:

1. Building: minimum 20,000 Square feet garage or warehouse.
2. Doors: Height 14 foot, Width 30-foot wide bay doors.
3. Power supply needed:
 - A. (One) 240 volts for Command bus
 - B. (Ten) 124 volts plugs

Command Bus
Height 13'9
Weight: 50,122
Length: 50 feet
Width: 21 feet
Power needed: 240 volts and 124 volts

Bearcat
Height 9'7
Weight: 17,000
Length: 19 feet
Width: 10 feet
Power need 124 volts

Command Bus
Height: 11'7
Weight: 28,000
Length: 35 feet
Width: 12 feet
Power needs: 124 volts

Bearcat
Height: 9'11
Weight: 19,000
Length: 19 feet
Width: 10 feet
Power needs 124 volts

Weapons Truck
Weight: 19,000
Length: 30 feet
Width: 10 feet
Power needs 124 volts

Bearcat
Height: 9'11
Weight: 17,200
Length: 23 feet
Width: 10 feet
Power needs 124 volts

Weapons Truck
Weight: 22,000
Length: 32 feet
Width: 12 feet
Power needs: 124 volts

FireCat
Height: 9'8"
Weight: 19,120
Length: 20 feet
Width: 10 feet
Power needs: 124 volts