



SECTION 1a
NOTICE TO PROPOSERS

The Washington Metropolitan Area Transit Authority (“WMATA”) hereby requests proposals from qualified teams of parking investors and operators to finance, operate and maintain WMATA’s existing parking portfolio at 48 Metrorail stations, which consists of 26 gated parking structures and 30 surface parking lots with 59,267 daily parking spaces in the District of Columbia, State of Maryland and Commonwealth of Virginia, as well as 3,445 single-space parking meters.

To be considered for this opportunity, interested parties shall submit five (5) hard copies and one (1) electronic copy (on a USB Drive) of the Proposals no later than 10:00 AM (EST) on October 28, 2016 to:

Charmyne Reid
Office of Procurement and Materials
Washington Metropolitan Area Transit Authority
600 Fifth Street N.W.
Washington, DC 20001
REF: RFP #CQ17022

Any questions concerning this Request for Proposal (“RFP”) should be directed to parkingconcession@wmata.com, as required by Section 3.3.6 of this document.

Sincerely,

William R. Walters, Jr.
Office of Procurement and Materials
Washington Metropolitan Area Transit Authority
600 Fifth Street N.W.
Washington, DC 2000



SECTION 1b

DEFINITION OF TERMS

Concession. The private business plan to operate WMATA’s Parking Portfolio by contract or permit.

Concession Agreement. The legal contract and/or permits (ground lease, sales contract, combination ground lease/sale contract, or other agreements) that constitutes the binding contract between WMATA and the Selected Proposer once it is signed by both parties and approved by the WMATA Board of Directors and the FTA (and by any third party whose property is included in that particular Parking Facility).

Concessionaire. The entity with whom WMATA enters into a Concessionaire Agreement.

Evaluation Team. WMATA staff assigned to analyze the Proposals and make recommendations.

Final Proposal. If requested by WMATA, the final document or compilation of documents submitted by the Proposer for analysis before the Evaluation Team makes its recommendation. See the definition of “Proposal.”

FTA. The Federal Transit Administration, which is a federal agency within the U.S. Department of Transportation which administers the federal rules and regulations governing items purchased with federal funds for transit purposes.

Initial Proposal. The initial document or compilation of documents submitted by the Proposer in response to this RFP. See the definition of “Proposal.”

Metered Parking. The approximate 3,400 parking spaces that are metered and owned by WMATA at WMATA-owned parking lots and WMATA-owned streets throughout the greater Washington metropolitan region.

Parking Facilities. The approximate 59,000 parking spaces in surface parking lots and garages owned by WMATA throughout the greater Washington metropolitan region.

Parking Portfolio. The sum of the Metered Parking and Parking Facilities.

Proposal(s). The Parking Facilities -related documents submitted in response to this RFP. The term Proposal includes the Initial Proposal and, if requested by WMATA, the Final Proposal.

Proposer(s). The entity submitting a Proposal in response to this RFP. The Proposer should be a qualified individual or entity with operating and maintaining parking facilities and has access to financing sufficient to undertake the proposed Concession. If a Proposer includes or engages a broker, WMATA will not pay any broker’s commission and the Proposer shall be solely responsible for the same.



Proposer Team. The Proposer and the principal persons and/or entities (including officers, directors, partners, members, managers or other principals of such persons and/or entities) identified by the Proposer as the participants in the Project. Such participants must include the investor(s) and the entity which will operate the Parking Portfolio during the term of this Concession Agreement. If a Proposer Team includes a broker, WMATA will not pay any broker's commission and the Proposer shall be solely responsible for the same.

Selected Proposer. The Proposer granted the exclusive right to negotiate a Concession Agreement with WMATA, as determined by the WMATA Board of Directors (not by WMATA staff). Notwithstanding the Selected Proposer's selection as such, the Selected Proposer has no rights to the parking facilities until a Concession Agreement has been negotiated and executed by the parties and until the WMATA Board of Directors and the FTA have approved the Concession Agreement. A Selected Proposer has no right to compensation from WMATA if no such Concession Agreement is negotiated, signed and approved. A Selected Proposer's right, if any, to compensation from WMATA shall be solely as may be set forth in a signed and approved Concession Agreement.

Small, Local, and Diverse Program Participants. Firms that have current (not pending) certifications from any of the following: (a) the District of Columbia's Department of Small and Local Business Development's Certified Business Enterprise program, (b) the State of Maryland's MBE/WBE Program, (c) Prince George's County's Minority Contracting, (d) the U.S. Small Business Administration small business size standards;

Term Sheet. The nonbinding document which summarizes the Parking Facilities concept, financial structure and other major business terms of the Project.

WMATA Compact. Washington Metropolitan Area Transit Authority Compact, Public Law 89-774, 80 Stat. 1324, as it may have been and may hereafter be amended, supplemented or otherwise modified.

WMATA Facility. Any improvements, structures, infrastructure components, tangible property and/or areas required in the judgment of WMATA for the use, operation, access, maintenance, repair, servicing, replacement or removal of structures and supports, access, parking, operating and service facilities and areas relating to WMATA's operations or activities. WMATA Facilities include, without limitation, the Metro Stations, tunnels, rails, tracks, bus stations, bus bay areas, bus layover spaces, supervisory kiosks, employee bathrooms, electric substations, conduits and lines, communications equipment and structures, pedestrian ways and bridges, waiting and shelter areas, facilities serving people with disabilities, cooling towers, chiller plants, vent and fan shafts, bicycle rack and bicycle locker areas, Bike & Ride facilities, storm water management facilities, landscaping, lighting, Kiss & Ride facilities, Park & Ride facilities, taxi stands, WMATA-operated parking meters, and all other associated facilities. WMATA Facilities are usually owned by WMATA and can be located on land owned by WMATA or, under appropriate circumstances, can be located via covenants, easements or other means on land owned by third parties. WMATA reserves the right to operate all WMATA Facilities in such manner as it sees fit.

As a general rule, WMATA does not make plans and specifications for WMATA Facilities publicly available. Exceptions are made on a case-by-case basis when a need is demonstrated and the requestor



has been approved by WMATA in WMATA's sole and absolute discretion. Accordingly, it is not anticipated that plans and specifications for WMATA Facilities relevant to this RFP will be made publicly available. However, sufficient information will be made available to the Selected Proposer or, in WMATA's sole and absolute discretion, to some or all Proposers who WMATA believes might be selected as a Selected Proposer.

WMATA Reserved Areas and Interests. Includes (a) all areas of, within or adjacent to the parking facilities containing any WMATA Facility; (b) all areas of, within or adjacent to the parking facility relating to the use, operation, access, maintenance, repair, servicing, replacement or removal of any WMATA Facility; and (c) any and all easements and other reserved rights required by WMATA in connection with its use, operation, access, maintenance, repair, servicing, replacement or removal of any WMATA Facility or WMATA operations and business generally, whether expressly provided for or reasonably contemplated.



SECTION 2

BACKGROUND & CONCESSION SCOPE

2.1 BACKGROUND

The Washington Metropolitan Area Transit Authority (“WMATA” or “Metro”) was created in 1967 by an Interstate Compact to plan, develop, build, finance and operate a balanced regional transportation system in the National Capital Area. WMATA is an agency and instrumentality of the District of Columbia, State of Maryland and Commonwealth of Virginia. The first phase of Metrorail operation began in 1976; today, there are 91 Metro stations in service within a 118 mile network. WMATA provides MetroRail, MetroBus, and MetroAccess services to a population of four million people within a 1,500 square-mile area.

WMATA seeks to outsource its existing parking operations and maintenance activities to a private sector partner (a “Concessionaire”). In exchange for a long-term lease and parking revenues, subject to the conditions of this RFP, the Concessionaire will provide comprehensive parking operations, routine maintenance, necessary capital improvements, and high-quality customer service to users of WMATA’s parking facilities, which include Metro transit customers as well as non-Metro customers, enhancing their overall parking and transit experience.

This concession encompasses 26 gated parking structures and 30 surface parking lots located at MetroRail stations operated by WMATA, for a total of 59,267 parking spaces (collectively, “Parking Facilities”). Appendix A shows these Parking Facilities and the FY2015 Utilization Rates. These facilities are automated and controlled from a centralized Parking Operations Command Center (POCC). Parking fees are collected using SmarTrip® cards and credit cards. In addition, WMATA owns and manages 3,445 coin-operated single space parking meters consisting of street metered parking and “Kiss and Ride” lots located on WMATA property (“Metered Parking”), listed in Appendix A. In fiscal year 2015, WMATA generated \$44.8 million in gross revenue from its Parking Facilities in customer transactions.

The objectives for outsourcing WMATA’s Parking Portfolio are as follows:

- Provide fair compensation for WMATA’s allowance to the private sector for use of this important asset
- Provide high-quality service for Metro transit customers and other parking users
- Deliver innovative, high-quality approaches to parking management



WMATA is seeking a highly-qualified Concessionaire which is well-capitalized, and has a proven track record of managing, operating, and financing a complex portfolio of parking assets of similar type and scale to WMATA's Parking Portfolio.

2.2 CONCESSION SCOPE

2.2.1 Long-Term Agreement

WMATA seeks a long-term agreement (“Concession Agreement”) with a Concessionaire for a period of 50 years, involving no sale or lien of the Parking Portfolio and its revenues. Under this agreement, the Concessionaire would have exclusive right to operate and maintain the assets currently in WMATA's Parking Portfolio and to collect parking and other revenues through the term of the Concession Agreement. In exchange for this agreement, WMATA shall be paid either a single payment upfront or recurring payments over the lifetime of the concession. This RFP asks proposers to submit a base case proposal based on a single payment upfront, although alternate cases which may include annual payments (as a replacement for, or addition to, the upfront payment) are welcome if they are deemed to be more economically efficient and deliver better service. The Concession Agreement will contain additional details defining all elements of concession and the related responsibilities of WMATA and the Concessionaire.

To satisfy WMATA Compact Section 52.i, the 50-year Concession Agreement will be structured as a five (5) year term with automatic recurring renewals for nine (9) successive, 5-year terms.

2.2.2 Metro Customer Experience

WMATA requires that the Parking Portfolio be managed, maintained and operated in a manner that encourages use by WMATA transit customers in line with best customer service practices. Proposers are asked to identify methods and practices that ensure support for Metro transit riders, as well as non-transit users, while still driving the Parking Portfolio's overall utilization, capitalization, and revenue.

2.2.3 Parking Fees and Hours of Revenue Collection

Parking revenues come from parking fees charged at WMATA-owned parking garages, surface parking lots and parking meters, and by reserved parking permits. These fees are established and approved by the Board of Directors; [Appendix B](#) provides the currently-approved fees.

Adjustments have historically been considered bi-annually by WMATA's Board of Directors, either in conjunction with or in consideration of MetroRail fares and the combined effect on transit customers. This RFP asks proposers to assume WMATA's currently approved base parking fees with a 3% per annum nominal increase, exclusive of jurisdictional surcharges (see [Section 2.2.4](#)). This 3% per annum nominal



increase should be assumed for the term of the concession with the first increase occurring a year after financial close which is assumed to occur on July 1st, 2017. As provided in Section 3.2, proposers are encouraged to propose alternate parking fee schedules and structures.

WMATA's hours of operations for its Parking Facilities are 9:30 AM to one hour after MetroRail close, Monday through Friday. Parking fees are not collected on weekends or Federal holidays. These hours of operation are set forth by WMATA's Board of Directors, and provided in *Tariff Number 36 Effective August 1, 2016*, and should be assumed in proposers' base case proposals. However, as provided in Section 3.2, Proposers may propose changes to the hours of operation for revenue collection.

Modifications to the parking rates and hours of revenue collection will require a WMATA Compact public hearing prior to WMATA Board of Director approvals. WMATA plans to conduct public hearings and obtain appropriate Board of Director approvals prior to financial close.

2.2.4 Jurisdictional Parking Surcharges

As Appendix B specifies, an additional jurisdictional parking surcharge is added to WMATA's parking fee at some Parking Facilities. The parking surcharge revenue is pledged to bonds issued by the local jurisdictions or other purposes. The Concessionaire may retain all of WMATA's parking revenue, but not jurisdictional parking surcharge revenue. The Concessionaire will be responsible for remitting to WMATA or the jurisdictional partner the jurisdictional parking surcharge revenue.

2.2.5 Other Revenue

WMATA generates other revenue at its Parking Facilities through lease agreements for parking facility usage, reserved parking permits, third-party agreements, etc. The Concessionaire will be able to assume or negotiate new agreements with service vendors. WMATA reserves the right to determine which sources of other revenue are and are not permissible.

2.2.6 SmarTrip® Cards

WMATA currently collects its parking fees using SmarTrip® cards and credit cards. The Concessionaire is encouraged to include SmarTrip® or its successor system as a payment modality, but may not provide services for purchasing or adding value to SmarTrip® cards or any successor system. WMATA encourages Proposers to be creative in their proposals, and to consider how to maintain the benefits offered by the SmarTrip® card for transit customers.

2.2.8 Operations and Maintenance

The Concessionaire shall be responsible for all operations, management, and structural maintenance of the parking garages, surface lots, parking meters, and fee collection technology. The Concessionaire shall be



responsible for conducting required routine, preventative, and repair maintenance. The Concession Agreement will define specific details, standards, and service level agreements consistent with industry standards.

Routine maintenance shall consist of duties like facility cleaning, light inspections, daily HVAC inspections, repairs to fee collection system, fire prevention system maintenance, safety checks, snow and ice control, painting services, and plumbing maintenance. Preventative maintenance shall consist of duties like annual structural appraisals, structural improvements (including maintenance to the supporting structures, slabs, exterior structures, etc.) waterproofing services, wash-down cleanings, regular painting, and safety inspections. Proposers should present a plan for repair maintenance that will minimize interruptions to normal operations.

The Concessionaire shall work with WMATA to ensure the safety and security of all travelers. The Concessionaire will create an environment to decrease crime and cooperate with Metro Transit Police Department (MTPD) on security issues. Proposers should propose policies and procedures to increase the security of transit users and develop plans to modernize and improve surveillance systems at parking assets.

The Concession Agreement will need to include easement rights that allow WMATA to operate its rail and bus services without interruption to the system, and to maintain rail system chillers or other essential equipment that is located at WMATA's Parking Facilities. The Concessionaire must abide by the WMATA Adjacent Construction Manual and the WMATA Safety Manual.

WMATA will continue to pay for the electricity at all WMATA parking assets. Proposers should omit electricity costs from operating expenses in their proposal.

2.2.9 Capital improvements and asset condition

The Concessionaire shall be responsible for any replacement of equipment or parking structures on all Parking Facilities over the term of the Concession Agreement.

At the conclusion of the Concession Agreement, the Concessionaire shall return all parking assets to WMATA with no less than either 10 years remaining usable life or the same remaining usable life of the asset at the outset of the agreement, whichever is less.

In accordance with the above policy on asset return and specific investment requirements, proposers should include in their responses an annual breakdown of the planned capital investment over the life of the Concession Agreement.

All construction and equipment replacement operations shall be conducted in a professional manner in accordance with industry practice. Proposers should assume that any new construction shall meet privately-held, commercial standards, unless otherwise specified in particular cases by WMATA.

Proposers are also encouraged to propose a capital reimbursement approach in the event WMATA decides to assume financial responsibility for capital investments related to the parking facilities, as well



as describe the likely impact such an arrangement would have on total up front proceeds.

2.2.10 Alterations, removal or addition of facilities to the Concession Agreement

WMATA reserves the right to enter into real estate agreements for transit-oriented development, which may alter the configuration, use or number of parking spaces available at select surface parking facilities and metered parking facilities. The Concession Agreement shall allow for the alteration and the removal of individual facilities where WMATA deems it necessary for WMATA's activities with appropriate compensation to the Concessionaire. The Concession Agreement shall address, among other things, the operation of temporary replacement parking. New WMATA parking facilities would not automatically become part of the Concession but may be added to the Concession Agreement with the Concessionaire paying appropriate compensation to WMATA.

2.2.11 WMATA's Tax Exempt Status; Proposer's Responsibility

WMATA is tax exempt pursuant to the WMATA Compact. Any taxes, assessments or impositions on the Project, including (without limitation) real estate taxes, corporate income taxes, special assessments, and any transfer, recordation, grantor's, stamp, or other documentary tax, shall be assumed and paid by the Selected Proposer. In no event shall the Selected Proposer/Concessionaire assert or attempt to assert for its own benefit an exemption or immunity available to WMATA under the WMATA Compact.

2.2.12 Tax exempt bonds used in parking facility construction

Proposers will note that some Parking Facilities were built using tax exempt bonds. Accordingly, all proposed agreements must meet IRS regulations on such to ensure that the tax exempt bonds do not lose their tax exempt status.

2.2.13 Small, Local, and/or Diverse Business Participation

WMATA is an entity that operates in multiple jurisdictions, all of which have an interest in including small and local businesses, as well as diverse businesses, in economic opportunities available in the region. WMATA shares the jurisdictions' commitment to small, local and/or diverse businesses and seeks a Concessionaire also committed to growing the capacity of local suppliers. The Proposer may use the definitions provided by the local jurisdictions in the greater Washington region and by the U.S. Small Business Administration, in combination or individually, to propose how it will include Small, Local, and Diverse Program Participants in this concession opportunity.



SECTION 3

RFP SUBMISSION REQUIREMENTS

3.1 SELECTION CRITERIA

WMATA will evaluate Proposals under the following four (4) selection criteria:

- i. Technical Capacity. Under this criteria, WMATA will be evaluating the Proposer's:
 - Past experience in operating and managing a portfolio of comparable scope and size to WMATA's Parking Portfolio
 - Expertise in operations and maintenance of parking facilities including demonstrated results in turning around (where applicable) parking operations
 - Team members experience in executing complex public private transactions, including in public transit and parking
 - Safety and security expertise (including, but not limited to, security provision in urban parking)
- ii. Financial Capacity. Under this criteria, WMATA will be evaluating the Proposer's:
 - Successful history (both number of transactions and size) of executing transactions of a similar nature
 - Access to capital (equity and debt) to support the operating and capital budgets required to maintain the Parking Portfolio at reasonable rates of return
 - Cash on hand to pay an upfront payment
 - References from debt and equity partners
- iii. Customer Experience and Ridership. Under this criteria, WMATA will be evaluating the Proposer's:
 - Ability to provide high-quality customer service (including potential planned improvements to specific metrics relating to customer satisfaction)
 - Demonstrated evidence of successfully executing substantial improvements to customer experience (especially, but not limited to, parking operations)
 - Proposals for improving customer experience and increasing WMATA ridership
- iv. Parking Portfolio Enhancements. Under this criteria, WMATA will be evaluating the Proposer's:
 - Knowledge and implementation of innovative parking technologies (including but not limited to, payments, dynamic pricing, customer facing interfaces / applications, demand management etc), which does not commit WMATA to a single technology for the full concession term
 - Innovations in public safety and security (e.g., dynamic / responsive alert systems based on connected cameras, Internet of Things, etc.)
 - Quality and relevance of planned technological enhancements including specific impact on facility utilization and customer service

3.2 PROPOSAL CONTENT



The Proposal must follow the following format:

Cover Page (must identify Team Members)

Cover Letter (Maximum of 1 page)

Table of Contents

Executive Summary

Section 1: Proposer Team

Provide the Proposer's primary point of contact for the Proposal, to include the contact's name, address, email address and phone number. Identify the individuals or firms that comprise the Proposer Team and the roles/responsibilities they will assume for this concession. Please include names, addresses, telephone numbers and e-mail addresses of specific personnel or firms, as well as their qualifications for this concession. Identify team members that qualify as Small, Local, and Diverse Program Participants or identify the opportunities that will be made available to Small, Local and Diverse Program Participants. Also, if team members have worked together on concessions or portfolios of similar nature, please identify the nature and length of that partnership.

Section 2: Experience and Expertise

Proposers should provide case study information for successful concessions or portfolios they have undertaken of comparable scope and/or size to the WMATA parking concession. The cited concessions or portfolios must have already been completed or are on-going, in the sense that they have achieved substantial completion or have achieved stabilized operations. Concessions or projects that are being planned or are under negotiation or construction should not be used. Proposers should use examples that speak directly to the following criteria:

- Technical Capacity: Proposers should address their customer service, operations, security, safety, and maintenance expertise.
- Financial Capacity: Proposers should demonstrate the financial capacity to make the requisite upfront payment, raise financing, and maintain and improve the parking system.
- Customer Experience and Ridership: Proposals must contain an explanation of the anticipated impact that the concession will have, if any, on WMATA transit customers. Proposers should identify evidence of their team's unique innovation. Proposers should identify, at minimum, the proposed approach for this concession opportunity to improve WMATA ridership customer experience, prioritization and availability of parking for WMATA transit users, and other transit customer enhancements.



- Parking Portfolio Enhancements: Proposers should identify the efficiencies, enhancements or improvements they aim to achieve with the WMATA parking portfolio and point to case study examples of past success enhancing parking portfolios.

Section 3: Approach to Operations and Maintenance

Proposers should propose in detail the operations and maintenance standards by which they will be held throughout the duration of the Concession Agreement. Proposals should include basic maintenance schedules and guidelines for routine, preventative, and repair maintenance.

Section 4: Detailed Financial Information

Proposals must include a *pro forma* for the proposed transaction along with all underlying assumptions. The *pro forma* statement must include all of the line items listed below. Failure to provide these minimum line items may result in proposals being downgraded or rejected for being nonresponsive.

- **Revenues**
 - Annual parking revenue, broken into the following categories: (i) Parking facility fares; (ii) metered spaces; and (iii) monthly reserved Parking Permits
 - Debt service reserve account releases
 - All other revenues
- **Operating Expenses**
 - Annual operating expenses for all non-debt operating costs (personnel, management, operations and maintenance fees, materials, credit card fees, all G&A overhead including legal, marketing, sales, etc)
 - Debt service reserve account deposits
 - Real estate taxes, licenses, and assessments
- **Non- Operating Expenses**
 - Annual debt service, broken into principal and interest
 - Corporation tax
- **Capital Expenses**
 - Annual capital investment/maintenance expenditures and/or reserves
 - Annual capital reserve payments
- **Returns**
 - Net operating cash flow
 - Distribution to investors



The *pro forma(s)* and any budgets should clearly show as separate line items all of the fees and income that the Proposer, its partners and affiliates receive from the concession. The analyses must be presented in 2016 nominal dollars. All financial models must be submitted to WMATA on USB drive as well as physical copy. All financial information must be linked in a single Microsoft Excel file, retaining all cell relationships.

Proposers should propose against a common set of baseline assumptions (“Baseline Case”), and may also propose an alternative case, as laid out below:

- **Baseline Case assumptions.** Proposers should submit a proposal assuming:
 - *Payment:* one upfront payment with no revenue sharing or lease agreement.
 - *Revenue sources:* revenue comes only from parking sources (no non-parking revenue) with no changes in the number of parking lot spaces, metered spaces, or monthly reserved parking passes.
 - *Parking fees:* 3% per annum nominal increase on the share of the fee currently captured by WMATA (net of jurisdictional surcharges) for both Metro and non-Metro users on parking lot spaces and metered spots (per-hour meter prices rounded down to the nearest \$0.25 for ease of payment). The current pricing schedule is available in Appendix B.
 - *Operations:* Assume current hours and days of operation (for example, no parking fees on weekends). The current hours of operation are laid out in Section 2.2.3.
 - *Contract term:* 50 year term of concession
- **Alternate Offer assumptions:** Proposers may submit one additional offer which presents modifications to the assumptions made in the baseline case above. Thus, Proposers may submit two (2) *pro forma* statements, one for the Baseline Offer and one for the Alternate Offer.

Section 5: Approach to Compensation for Removal and Addition of Assets from the Concession Agreement

Proposers should establish how they would establish a mechanism for compensation for removal or addition of assets from the Concession Agreement. Proposers should provide the principles of this valuation mechanism.

Section 6: Financial statements

Proposals must include copies of the Proposer’s balance sheets, financial statements and sources and uses of funds statements for the past three (3) fiscal years.

Section 7: References

Proposals must include at least three (3) references that combined can speak to the Proposer’s concessionaire experience and financial creditworthiness. The named references should be principals with the client or partner firm. Provide the names, addresses, phone numbers and email addresses for these individuals. At least two (2) of the references should be commercial or institutional credit references.



Section 8: Proposer's Business Entity and Relationship with WMATA

- A) Proposals must include a description of the Proposer's business entity as it currently exists and, if a different entity will be formed, details of the structure of this other entity to the extent known.
- B) Proposals must include a detailed description of how the Proposer Team's ownership and management will be structured, if that is known or anticipatable. If that information is not known or anticipatable, Proposals should so state. (Changes in the composition of the Proposer Team will be subject to Section 4.19.)
- C) Proposals must identify the past, current or anticipated family, contractual or financial relationship of any member of the Proposer Team (including but not limited to the Proposer, partners or co-venturers, and their respective officers, directors, partners, members, managers, shareholders and other principals and employees) with WMATA staff or WMATA's Board of Directors. Proposers also must disclose any family, contractual or financial relationship which may give the appearance of a conflict of interest.
- D) Proposals must identify any past or ongoing litigation, or knowledge of threatened litigation, between WMATA and any member, direct or indirect, with the Proposer, or state there is none. If such litigation exists or existed, Proposers must provide the name and case number of the litigation and a description of the subject matter.
- E) Proposals must list any projects on which Proposers, their parent company or any Proposer Team member has defaulted, declared bankruptcy or been adjudicated bankrupt and explain the default or bankruptcy.
- F) Proposals must include detailed information regarding any criminal indictments and felony or fraud convictions of Proposers or any officer, director, partner, member, manager, shareholder or other principal of any person or entity constituting a member of the Proposer Team.
- G) Proposals must identify any debarments for government contracts by any member, direct or indirect, of the Proposer Team.

Appendix A: Proposer's Certifications

As required by Appendix D, the Proposer must sign and provide the "Proposer Certifications".



3.3 Preparation, Submission, and Instructions to Proposers

This RFP is intended to provide Proposers with sufficient information about WMATA's requirements to facilitate preparation of a Proposal. However, this RFP does not attempt to define all of WMATA's contractual requirements in detail. The specific terms of the Concessionaire Agreement shall be negotiated in accordance with the process provided in this RFP.

3.3.1 Costs

WMATA shall not be liable for any costs incurred by a Proposer or Selected Proposer responding to this RFP or any costs incurred with respect to the negotiation of the Concession Agreement and related final documentation. Each Proposer and the Selected Proposer shall bear all of its/their own costs in that regard.

3.3.2 Site Visits and Inspections

The assets within the Parking Portfolio are open to the public and may be visually inspected by Proposers during the hours of operation. All other inspections of non-public areas may be arranged by contacting WMATA at parkingconcession@wmata.com to obtain a *Right of Entry Agreement* (for non-invasive inspections and testing) or a *Real Estate Permit* (for invasive inspection and testing) from WMATA.

3.3.3 Proposed Schedule of Activities

WMATA reserves the right to modify this schedule at any time if WMATA determines a modification to be in its best interest.

Pre-Proposal conference	9/15/2016
Deadline for receipt of written inquiries	9/22/2016
WMATA response to written inquiries	by 10/14/2016
Submission date for initial proposals	10/28/2016
Selection of preferred bidder(s)	12/02/2016
Submission of final proposals including committed financing	2/20/2017



3.3.4 Complete Response Required

To be considered, a Proposer must submit a complete response to this RFP. Section 2 of this RFP provides WMATA's parameters for entering into a Concession Agreement; however, WMATA encourages innovative Proposals that will achieve the goals outlined in Section 2.1. Section 3.2 provides specific submission requirements.

3.3.5 Pre-Proposal Conference

A pre-Proposal conference covering this particular RFP is scheduled for September 15, 2016 at 2:00 PM. The location for the pre-Proposal conference is:

Washington Metropolitan Area Transit Authority
600 Fifth Street N.W.
Washington, DC 20001
Room: Jackson Graham Building – Meeting Room
Schedule: 2:00 pm EST, Thursday 15 September 2016

Limited oral questions will be addressed at the pre-Proposal conference. Proposers seeking answers to written questions should follow the process set forth in Section 3.3.6. WMATA reserves the right to record, whether by video or tape-recorder, any meetings, conferences, negotiations, etc.

3.3.6 Inquiries

Inquiries concerning this RFP should be submitted by e-mail to parkingconcession@wmata.com. The deadline for receipt of written inquiries is set forth in Section 3.3.3. Information that WMATA believes to be of general interest or applicability may be shared publicly. Oral explanations or responses are not binding. WMATA assumes no responsibility for interpretations of this RFP made by prospective Proposers. This Section 3.3.6 applies only to inquiries. The Proposals themselves must be submitted in accordance with Sections 1 and 3.3.

3.3.7 Hard Copy

Five (5) hard copies of the Initial Proposal must be received by WMATA not later than the deadline stated in Section 3.3.3. The hard copies shall be marked "Proposal by [Name of Proposer]" and reference the RFP Number.

Hard copies of the Proposal must be submitted either unbound or in three-ring loose-leaf binders; do not submit spiral-bound Proposals. The sections should conform to the numbering and/or titling specified in Section 3.2.



Proposals should be straightforward and contain a concise delineation of the Proposer's capability to satisfy the requirements of this RFP. There is no page limit for any particular part of a response unless otherwise specifically noted, but the total number of pages must not exceed fifty (50) pages single-sided on 8.5x11 inch paper and in Times New Roman size 12 font (not including any attachments specifically required by this RFP). Failure to respond with the requisite information may result in a Proposal being eliminated from consideration.

3.3.8 Electronic Copy

An electronic copy of the Proposal must also be submitted. The electronic copy must be in a USB flash drive format that is compatible with computers running Microsoft Word 2010, Microsoft Excel 2010 and Adobe Reader XI. The electronic copy should be submitted with the hard copy.

3.3.9 Address for Submission

The package must be submitted no later than October 28, 2016 on 10:00AM (EST) to:

Charmyne Reid
Office of Procurement and Materials
Washington Metropolitan Area Transit Authority
600 Fifth Street N.W.
Washington, DC 20001
REF: RFP # CQ17022

The Contracting Officer may designate a representative to physically accept delivery on his/her behalf. Proposals may be submitted by mail, by overnight courier, or by hand.

3.3.10 Contact with WMATA

Proposers are advised that any and all communications with WMATA relating to this solicitation and made by, or on behalf of, a proposer at any time between release of this Request for Proposals and award of a Contract hereunder, must be directed to the Contract Administrator as follows:

Charmyne Reid
Office of Procurement and Materials
Washington Metropolitan Area Transit Authority
parkingconcession@wmata.com

A violation of this provision, deemed willful by WMATA, may result in a determination that an offeror is not responsible, and thus ineligible for award, for purposes of this and/or future WMATA solicitations.

3.3.10 Late Proposals

Timely receipt by WMATA is the Proposer's responsibility. Any Proposal received by WMATA after the deadline set in Section 3.3.3 shall be considered a late Proposal. A late Proposal may be accepted and evaluated, or rejected, by WMATA in WMATA's sole and absolute discretion.



SECTION 4

WMATA'S ADDITIONAL REQUIREMENTS & CONDITIONS

In addition to the parameters provided in Section 3, the following requirements and conditions will be included in the Concession Agreement and/or other final documentation executed by the Selected Proposer and WMATA. By submitting a Proposal in response to this RFP, a Proposer is agreeing to accept and comply with these requirements and conditions.

4.1 INTERRUPTIONS AND CHANGES TO SERVICE

Proposers should note that there will be no recourse to WMATA for bus and rail service changes and interruptions that may impact individual assets within the Parking Portfolio.

4.2 WMATA RIGHT TO AUDIT

WMATA maintains the right to audit any and all transaction data from the Concessionaire for jurisdictional parking fee audits, rail planning, development, or any other reason WMATA deems fit.

4.3 PROPOSER'S ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a Proposal, a Proposer is deemed to have agreed to and accepted all terms and conditions set forth in this RFP and any amendments or supplements issued before the Proposal is submitted.

4.4 OWNERSHIP AND USE OF PROPOSALS

All Proposals shall become the property of WMATA and may be used as WMATA sees fit, whether or not that particular Proposal is selected, subject to customary proprietary information which shall not become WMATA property.

4.5 WMATA'S ACCEPTANCE/REJECTION OF PROPOSALS

This RFP does not commit WMATA to designate a Selected Proposer or to enter into a Concession Agreement with the Selected Proposer. WMATA reserves the right to accept or reject any or all Proposals. Rejection of a Proposal need not be by an affirmative act on WMATA's part, discussed fully below. WMATA also reserves the right to reissue this RFP, issue a different RFP containing one or more of the same sites, or withdraw a site from being offered, in WMATA's sole and absolute discretion.



4.6 AMENDMENTS AND SUPPLEMENTS TO RFP

WMATA reserves the right to issue amendments and/or supplements to this RFP. If an amendment or supplement is issued before the Submission Date for Initial Proposals, the amendment or supplement will be posted to the www.wmata.com website. If, after the Submission Date for Initial Proposals, WMATA issues an amendment and/or supplement, it will only be sent to Proposers who submitted responsive Proposals. Proposers may be required to acknowledge in writing the receipt of an amendment and/or supplement.

4.7 BINDING AGREEMENT

An executed Concession Agreement, approved by the WMATA Board of Directors and, if determined necessary by WMATA, by the FTA is the only binding commitment of and by WMATA with respect to the affected Parking Portfolio. Designation of a Selected Proposer, WMATA's agreement to a Term Sheet, or any conduct or oral representations by WMATA shall not in any way constitute a binding obligation or commitment by WMATA. By submitting a Proposal, the Proposer acknowledges it will have no legal or equitable right to, or interest in, any of the Parking Portfolio, except as set forth in an executed Concession Agreement.

4.8 APPROVAL OF WMATA BOARD OF DIRECTORS

WMATA is required by the WMATA Compact to receive approval by WMATA's Board of Directors for certain actions or decisions. As it relates to this RFP, the following actions require Board of Directors' approval: (i) approval of a WMATA Compact public hearing on proposed parking rate adjustments and/or hours of operation for revenue collection, and approval of the WMATA staff report on the public hearing; (ii) approval of parking rates, fee structure and/or changes to the hours of revenue collection; and, (iii) approval of the terms of the Concession Agreement or delegation of approval authority. This list is subject to modification and may not be comprehensive.

4.9 SELECTED PROPOSER STATUS

Designation as Selected Proposer does not mean WMATA accepts the Proposal without further negotiation. Rather, the Proposal and the designation are the foundation for negotiating the Concession Agreement with the Selected Proposer.



4.10 TERMINATION OF SELECTED PROPOSER DESIGNATION

WMATA may terminate the Selected Proposer designation for any of the following reasons. Any such termination shall terminate the Selected Proposer's status as such under this RFP.

- A. No Concession Agreement: The Selected Proposer fails to negotiate and execute the Concession Agreement within three hundred sixty five (365) days following the designation of the Selected Proposer and/or approval of a Term Sheet by the WMATA Board of Directors.
- B. Bankruptcy: The Selected Proposer or any individual or entity holding ownership in or comprising the Selected Proposer files a petition in bankruptcy, or a proceeding in bankruptcy is filed against any one or more of them and not dismissed within ninety (90) days after its filing, or any of them is adjudicated to be bankrupt.
- C. Change in Ownership: The ownership structure of the Selected Proposer or the identity of anyone in the team changes in violation of Section 4.19. Structural changes include changes in percentages of ownership interests or changes in ownership of any entity at any tier holding a direct or indirect ownership interest in the Selected Proposer.
- D. Assignment of Rights: The Selected Proposer assigns its designation or transfers its rights in a RFP in violation of Section 4.19.
- E. Fraud or Felony: The Selected Proposer or any officer, director, partner, member, manager or other principal of any person or entity constituting a member of the team is indicted for, or convicted of, a fraud or a felony.
- F. Integrity: The Selected Proposer or any officer, director, partner, member, manager or other principal of any person or entity constituting a member of the team is found not to have a satisfactory record of integrity and business ethics in WMATA's sole and non-reviewable discretion.
- G. Incorrect or Incomplete Information: The Selected Proposer provided materially incorrect or incomplete information in any of its submissions to WMATA, as determined in WMATA's sole and non-reviewable discretion.
- H. Noncompliance: The Selected Proposer does not comply with this RFP, its Proposal or the terms of the Concession Agreement as negotiated by the parties.
- I. Protest: If a protest is filed in accordance with Section 4.14 and WMATA determines that the designation of the Selected Proposer should be terminated.
- J. WMATA's Best Interests: WMATA determines (in its sole and non-reviewable discretion) that termination is in its best interest.

4.11 NOTICE OF ACCEPTANCE OR REJECTION

Notice by WMATA of acceptance of a Proposal will be deemed to have been sufficiently given when e-



mailed to the Proposer at the address provided under Section 1.

4.12 CONTINUING OFFERS

Unless a Proposal is withdrawn in accordance with the terms of this RFP, each Proposal received will be deemed to be a continuing offer good for three hundred and sixty five (365) days or until the Proposal is accepted or rejected by WMATA, whichever first occurs.

4.13 WAIVER OF IRREGULARITIES

WMATA may, at its election, waive any minor informality or irregularity in Proposals received.

4.14 PUBLIC ACCESS TO RECORDS POLICY

WMATA is required to brief its Board of Directors on all aspects of a Proposal. The proposed business terms of a Proposal will be held in confidence only until the Concession Agreement and all final documentation have been approved and executed. WMATA's "Public Access to Records Policy" is available at www.wmata.com (click "About Metro," then click "Public Records & Reports").

4.15 PROTEST POLICY

The policy and procedure for the administrative resolution of protests involving the designation of a Selected Proposer arising pursuant to this RFP are as follows:

- A. Who May Protest. Only an Interested Party may submit a protest. An "Interested Party" is defined as a Proposer who submitted a Proposal for the relevant Parking Facility pursuant to this RFP.
- B. Deadline. Protests must be submitted no later than thirty (30) calendar days after the WMATA Board of Director's approval of the Selected Proposer. Any protest submitted subsequent to this time may be deemed by WMATA to be untimely and denied on that basis unless WMATA concludes that the issue(s) raised by the protest involves fraud, gross abuse of the selection process, or otherwise indicates substantial prejudice to the integrity of the selection process.
- C. Form of Protest. The Interested Party wishing to file a protest shall submit a written document to WMATA which contains the following:
 1. The name and address of the Interested Party;
 2. Description of the nature of the protest;
 3. Identification of the provision(s) of this RFP or laws upon which the protest is based;
 4. A statement of the specific relief requested; and
 5. Any documents relevant to the protest.



- D. WMATA Review. WMATA shall carefully review the protest. At the discretion of WMATA, a conference may be held with the Interested Party. WMATA shall have thirty (30) calendar days to render a written decision on the merits of the protest. A determination by WMATA that a protest is meritorious may result in a change in the terms, conditions or format of this RFP in the form of an amendment, the rejection of a Proposal, the cancellation of this RFP in whole or in part, or the termination of the designated Selected Proposer.
- E. Inapplicability. This protest policy is not applicable to actions taken by WMATA in response to legal proceedings filed in the courts or to actions taken by WMATA in its sole and non-reviewable discretion.

4.16 FTA REQUIREMENTS

WMATA is subject to the requirements of the Federal Transit Administration (“FTA”). The terms of the Concession Agreement negotiated with the Selected Proposer, as it pertains to WMATA property, are, if determined necessary by WMATA, subject to approval by the FTA. The FTA requires that the Selected Proposer comply with certain laws and regulations barring discrimination on the basis of race, color, national origin or disabilities, and further requires compliance with FTA requirements regarding conflicts of interest and debarment. FTA may impose additional requirements which cannot be known until FTA reviews a specific project.

4.17 WMATA’S INSURANCE REQUIREMENTS

The Concessionaire and its contractors and subcontractors must procure and maintain insurance coverage in amounts determined by WMATA, which may include but is not limited to General Liability, All Risk Property, Builder’s Risk, Worker’s Compensation, Automobile Liability, Contractors’ Pollution Legal Liability, Railroad Protective Liability, Rental Value Insurance, Professional Errors and Omissions Liability and Boiler and Machinery.

4.18 WMATA’S DISCLAIMER OF LIABILITY FOR INFORMATION

WMATA disclaims all responsibility and liability for the completeness or accuracy of any information that it provides. Any error or omission will not constitute grounds or reason for nonperformance by a Proposer/Concessionaire or be grounds for a claim for allowance, refund or deduction.

4.19 INSPECTION OF ACCOUNTING RECORDS

The Selected Proposer/Concessionaire will be required to permit WMATA, or any of its duly authorized representatives, at reasonable times and places in the Washington metropolitan area, access to any books, documents, papers and records, including certified financial statements, which are directly pertinent to



this RFP and the Concession Agreement. WMATA and/or its representatives shall be permitted to audit, inspect, examine, copy and transcribe such books, documents, papers and records. The Selected Proposer/Concessionaire shall retain all records for three years after submission of any statement required for determining any payment obligations under the Concession Agreement or related agreements.

4.20 CHANGE IN COMPOSITION OF PROPOSER TEAM/CONCESSIONAIRE

Proposer/Concessionaire may change its internal composition if it gives notice to WMATA staff of the change at least ten (10) days before WMATA's tentative designation of the Selected Proposer/Concessionaire. Thereafter, and before the tentative designation as the Selected Proposer, a Proposer may change its composition or the composition of its team only with WMATA's prior written approval. WMATA's approval may be withheld in WMATA's sole and absolute discretion. If WMATA does not approve the change and the Proposer does not want to proceed in accordance with its Proposal, the Proposer may withdraw its Proposal by giving written notice to WMATA.

After a tentative designation as the Selected Proposer, the Selected Proposer must request WMATA's written approval to change its internal composition or the composition of its team. WMATA's approval may be withheld in WMATA's sole and absolute discretion. If WMATA does not approve the change and the Selected Proposer does not want to proceed in accordance with its Proposal, WMATA may terminate the Selected Proposer designation and retain any option fee previously paid.

Other Situations: An assignment or change in the internal composition of the Proposer or in the composition of the team which is not addressed above is at the sole and absolute discretion of WMATA. For any such assignment or change to be valid, WMATA's prior written approval is required. Any purported assignment or change occurring without WMATA's prior written approval shall be void.

4.21 TRANSACTION COSTS

Each party pays its own transaction costs and legal fees.

4.22 JURISDICTION

Any litigation involving WMATA must comply with the terms of Section 81 of the WMATA Compact, i.e., courts located within the State of Maryland, the Commonwealth of Virginia, or the District of Columbia.

4.23 NO CROSS-DEFAULT

No WMATA default on any other financial transaction shall cause a default under this transaction, i.e. no cross default.



APPENDIX



Appendix A: List of all facilities segmented by type (i.e., garage, surface lot, meters)

Facility	Jurisdiction	Address	Capacity		Facility Utilization ¹	Meters ²	
			Garage	Surface lot		Number per station	FY15 Meter Revenue
Addison Road	Prince George's County	100 Addison Road South, Capital Heights, 20743	1,268		50%	48	\$1,219
Anacostia	Washington DC	1101 Howard Road SE, Washington, 20020	808		45%	340	\$6,358
Brookland	Washington DC	801 Michigan Avenue, NE, Washington, 20017				25	\$5,230
Branch Avenue	Prince George's County	4704 Old Soper Road, Suitland, 20746		3,072	94%	170	\$13,104
Braddock Road	Fairfax County	700 N West St, Alexandria, 22301				8	\$2,148
Capitol Heights	Prince George's County	133 Central Ave Capitol Heights, 20743		372	80%	10	\$603
Cheverly	Prince George's County	5501 Columbia Park, Cheverly, 20785		500	81%	29	\$811
College Park	Prince George's County	4931 Calvert Road, College Park, 20740	1820		55%	63	\$3,948
Congress Heights	Washington DC	1290 Alabama Avenue SE, Washington, 20020				67	\$2,676
Deanwood	Washington DC	4720 Minnesota Avenue NE, Washington, 20019		194	49%		

¹ Number of transactions per day / capacity. Averaged across stations, not lots.

² Parking meter rate = \$1/hour at all meters



Facility	Jurisdiction	Address	Capacity		Facility Utilization ¹	Meters ²	
			Garage	Surface lot		Number per station	FY15 Meter Revenue
Dunn Loring	Northern Virginia	2700 Gallows Road, Vienna, 22180		1,965	85%	37	\$7,355
East Falls Church	Northern Virginia	2001 Sycamore Street, Arlington, 22205		422	117%	33	\$8,961
Forest Glen	Montgomery	9730 Georgia Ave, Forest Glen, 20910		596	96%	62	\$12,337
Fort Totten	Washington DC	550 Galloway Street NE, Washington, 20011		408	110%	32	\$7,216
Franconia Springfield Expansion	Northern Virginia	6880 Frontier Drive, Springfield, 22150	1054		71%	145	\$2,549
Franconia Springfield Original	Northern Virginia	6880 Frontier Drive, Springfield, 22150	3856		71%		
Glenmont East	Montgomery	12501 Georgia Ave, Silver Spring, 20906	1781		81%	69	\$4,595
Glenmont West	Montgomery	12501 Georgia Ave, Silver Spring, 20906	1216		81%		
Greenbelt	Prince George's County	5717 Greenbelt Metro Drive, Greenbelt, 20770		3399	72%	261	\$2,682
Grosvenor	Montgomery	10300 Rockville Pike, Bethesda, 20852	1,894		98%	75	\$13,676
Huntington III	Northern Virginia	2501 Huntington Ave, Huntington, 22303	1451		71%	31	\$3,112
Huntington North	Northern Virginia	2501 Huntington Ave, Huntington, 22303	1281		71%		
Huntington South	Northern Virginia	2501 Huntington Ave, Huntington, 22303	885		71%		
King St.	Fairfax	1900 King St, Alexandria, VA 22301				30	\$20,418
Landover	Prince George's County	3000 Pennsy Drive, Hyattsville, 20785		1,866	39%	14	\$624



Facility	Jurisdiction	Address	Capacity		Facility Utilization ¹	Meters ²	
			Garage	Surface lot		Number per station	FY15 Meter Revenue
Largo North	Prince George's County	9000 Lottsford Road, Largo, 20774	1075		84%	137	\$6,438
Largo South	Prince George's County	9000 Lottsford Road, Largo, 20774	1125		84%		
Minnesota Ave.	Washington DC	4000 Minnesota Ave. NE, Washington, 20019	411		106%	20	\$2,700
Medical Center	Montgomery	8810 Rockville Pike Bethesda, 20814				6	\$-
Morgan Blvd.	Prince George's County	300 Garrett Morgan Blvd, Landover, 20785		602	88%	81	\$1,771
Naylor Road	Prince George's County	3101 Branch Ave, Temple Hills, 20748		368	98%	46	\$2,516
New Carrollton	Prince George's County	4700 Garden City Drive, New Carrollton, 20784	1747	1772	81%	169	\$23,610
Prince George's Plaza	Prince George's County	3575 East- West Highway, Hyattsville, 20782	1068		46%	99	\$5,929
Rhode Island Ave.	Washington DC	2350 Washington PI NE, Washington, 20018	221		101%		
Rockville	Montgomery	251 Hungerford Drive, Rockville, 20850		524	103%	143	\$21,948
Shady Grove	Montgomery	15903 Somerville Drive, Rockville, 20855		5,745	85%	76	\$7,548
Southern Avenue	Prince George's County	1411 Southern Ave, Temple Hills, 20745	1,980		52%	200	\$3,147
Suitland	Prince George's	4500 Silver Road, Suitland, 20746	1890		61%	175	\$5,288



Facility	Jurisdiction	Address	Capacity		Facility Utilization ¹	Meters ²	
			Garage	Surface lot		Number per station	FY15 Meter Revenue
	County						
Takoma	Washington DC	327 Cedar St NW, Washington, 20012				146	\$67,835
Tenleytown	Washington DC	4501 Wisconsin Ave NW, Washington, 20016				17	\$13,827
Twinbrook	Montgomery	1600 Chapman Ave, Rockville, 20852	1522		61%	38	\$2,679
Van Dorn	Northern Virginia	5690 Eisenhower Ave, Alexandria, 22310		361	107%	43	\$4,132
Vienna North	Northern Virginia	9550 Saintsbury Drive, Fairfax, 22031	1865		89%	189	\$22,359
Vienna South	Northern Virginia	9550 Saintsbury Drive, Fairfax, 22031	2174	1,130	89%		
West Falls Church	Northern Virginia	7040 Haycock Road, Falls Church, 22043	2,009		66%	121	\$6,946
West Hyattsville	Prince George's County	2700 Hamilton Street, Hyattsville, 20782		453	84%	151	\$2,522
Wheaton	Montgomery	Viers Mill Road, Wheaton, 20902	977		29%	39	\$2,745
White Flint	Montgomery	5500 Marinelli Road, North Bethesda, 20852	1270		62%		
Wiehle Reston East ³	Fairfax county	1862 Wiehle Avenue Reston, 20190	2300				

³ Wiehle Reston East garage is owned and maintained by Fairfax County. WMATA, per agreement, operates the revenue collection at the Wiehle Ave facility on behalf of Fairfax County.



Appendix B: Revenue & fees

Facility	Parking Fee To Metro Customer	Parking Fee to Non Metro Customer	Jurisdictional surcharge fee	Monthly pass fees
Addison Road	\$4.60	\$4.60	\$0.75	\$-
Anacostia	\$4.60	\$4.60	\$-	\$ 45
Branch Avenue	\$5.10	\$5.10	\$1.25	\$-
Capitol Heights	\$5.10	\$5.10	\$1.25	\$ 65
Cheverly	\$5.10	\$5.10	\$1.25	\$ 65
College Park	\$5.10	\$5.10	\$1.25	\$-
Deanwood	\$4.60	\$4.60	\$-	\$ 65
Dunn Loring	\$4.85	\$4.85	\$1.25	\$-
East Falls Church	\$4.85	\$4.85	\$1.00	\$ 65
Forest Glen	\$5.10	\$5.10	\$1.50	\$ 65
Fort Totten	\$4.60	\$4.60	\$-	\$ 65
Franconia	\$4.85	\$4.85	\$1.25	\$-
Glenmont	\$5.10	\$5.10	\$1.50	\$ 65
Greenbelt	\$5.10	\$5.10	\$1.25	\$ 45
Grosvenor	\$5.10	\$5.10	\$1.50	\$-
Huntington	\$4.85	\$4.85	\$1.25	\$ 65
Landover	\$4.60	\$4.60	\$0.75	\$ 65
Largo	\$5.10	\$5.10	\$1.25	\$-
Minnesota Ave.	\$4.60	\$4.60	\$-	\$-
Morgan Blvd.	\$5.10	\$5.10	\$1.25	\$-
Naylor Road	\$5.10	\$5.10	\$1.25	\$ 65
New Carrollton	\$5.10	\$8.85	\$1.25	\$ 45
Prince George's Plaza	\$4.60	\$4.60	\$0.75	\$ 65
Rhode Island Ave.	\$4.60	\$4.60	\$-	\$-
Rockville	\$5.10	\$5.10	\$1.50	\$ 65



Washington Metropolitan Area Transit Authority
Parking Concessionaire; RFP #: [ADD]

Facility	Parking Fee To Metro Customer	Parking Fee to Non Metro Customer	Jurisdictional surcharge fee	Monthly pass fees
Shady Grove	\$5.10	\$5.10	\$1.50	\$ 45
Southern Avenue	\$5.10	\$5.10	\$1.25	\$ 65
Suitland	\$5.10	\$5.10	\$1.25	\$ 65
Twinbrook	\$5.10	\$8.60	\$1.50	\$ 45
Van Dorn	\$4.85	\$4.85	\$0.50	\$-
Vienna	\$4.85	\$4.85	\$1.25	\$-
West Falls Church	\$4.85	\$4.85	\$1.00	\$-
West Hyattsville	\$5.10	\$5.10	\$1.25	\$-
Wheaton	\$4.35	\$4.35	\$0.75	\$ 65
White Flint	\$5.10	\$8.60	\$1.50	\$ 65
Wiehle Reston East ⁴	\$-	\$-	\$4.85	\$-

⁴ Revenue generated at Wiehle Reston East is owned by Fairfax County.



Appendix C: Garage condition

Facility	Garage Build Date	Garage Condition ⁵	Garage Age (Years)
Addison Road	11/1/1980	FAIR	35.81
Anacostia	12/28/1991	FAIR	24.65
College Park	6/11/2004	GOOD	12.20
Franconia Springfield Expansion	10/10/2003	GOOD	12.87
Franconia Springfield Original	6/29/1997	FAIR	19.15
Glenmont East	7/27/1998	FAIR	18.08
Glenmont West	4/16/2012	GOOD	4.35
Grosvenor	7/6/2004	FAIR	12.13
Huntington III	1/1/2008	GOOD	8.0
Huntington North	10/1/1991	FAIR	24.90
Huntington South	12/1/1983	POOR	32.73
Largo North	12/18/2004	FAIR	11.68
Largo South	12/18/2004	FAIR	11.68
Minnesota Ave.	11/16/2009	GOOD	6.77
New Carrollton	10/29/2005	GOOD	10.82
Prince George's Plaza	12/11/1993	FAIR	22.70
Rhode Island Ave.	11/14/2011	GOOD	4.77
Southern Avenue	1/13/2001	POOR	15.61
Suitland	1/13/2001	FAIR	15.61
Twinbrook	10/7/2013	GOOD	2.88
Vienna North	10/1/1990	FAIR	25.89
Vienna South	1/18/2001	FAIR	15.59
West Falls Church	1/1/2004	GOOD	12.0

⁵ Asset condition (i.e., Fair; good, poor) as assessed by Walker Parking Consultants



Washington Metropolitan Area Transit Authority
Parking Concessionaire; RFP #: [ADD]

Facility	Garage Build Date	Garage Condition ⁵	Garage Age (Years)
Wheaton	4/16/1991	FAIR	25.36
White Flint	10/12/2005	FAIR	10.86
Wiehle Reston East ⁶	7/26/2014	GOOD	2.0

⁶ Wiehle Reston East garage is owned and maintained by Fairfax County.



Appendix D: Certification

The undersigned, a duly authorized officer of _____ (Proposer), makes the following material representation of fact upon which WMATA is intended to rely. The Proposer shall provide immediate written notice to WMATA if at any time it learns that this certification was erroneous when submitted or has become erroneous since that time. Proposer acknowledges that if it is later determined that the Proposer knowingly rendered an erroneous certification or failed to notify WMATA if and when the Proposer gained knowledge that its certification was erroneous when submitted or has become erroneous since that time, then, in addition to any other remedies available to WMATA, WMATA may in its sole and absolute discretion terminate any relationship relating to this RFP with the Proposer.

For purposes of this Certification, “Principal” means a partner, member, shareholder, officer, director, manager or other person with management or supervisory responsibilities or who is otherwise in a position to control or significantly influence the Proposer’s activities or finances.

The Proposer hereby certifies to the best of its knowledge and belief that it and any Principal of the Proposer Team:

- 1) Is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from an award of contracts by any governmental entity.
- 2) Has/have not within the past ten (10) years been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a contract or subcontract with any governmental entity; violation of antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating criminal tax laws, or receiving stolen property.
- 3) Is/are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the previous paragraph.



- 4) Is/are not in arrears or default of payment of any money or obligation of a value greater than Three Thousand Dollars (\$3,000) to a governmental entity.

Be advised that WMATA reserves the right to conduct independent background checks on members of the Proposer Team.

The Proposer further certifies:

- A) Proposer is aware that WMATA reserves the right to conduct independent background checks on members of the Proposer Team.
- B) The Proposer has not employed or retained any company or persons (other than a full-time, bona fide employee working solely for the Proposer) to solicit or secure a Concession Agreement;
- C) The Proposer has not paid or agreed to pay, and shall not pay or give, any company or person (other than a full-time, bona fide employee working solely for the Proposer) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of a Concession Agreement;
- D) No person or entity currently employed by WMATA, or employed by WMATA within the past twelve (12) months, or with material input into the matters covered by this RFP and employed by WMATA at any time in the past has provided any information to the Proposer that was not also available to all other persons responding to this RFP; is affiliated with or employed by the Proposer or has any financial interest in the Proposer; has provided any assistance to the Proposer in responding to this RFP; or will benefit financially if the Proposer is the Selected Proposer;
- E) Neither the Proposer nor any of its employees, representatives or agents have offered or given gratuities or will offer or give gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of WMATA with the view toward securing favorable treatment in the designation of a Selected Proposer or in any determination made with respect to Proposer selection, or in the negotiation, amendment or performance of the Concession Agreement;
- F) The Proposer agrees to furnish information relating to the above as requested by WMATA;
- G) If selected, the Proposer will negotiate in good faith with WMATA; and,



H) The Proposer has the power and authority to enter into a Concession Agreement and all final documentation as required by WMATA without the consent or joinder of any other party or authority.

Name:

Title:

Date: