REQUEST FOR PROPOSALS

Surface Parking Lot Lease Opportunity



Issue Date: October 18, 2016

Submission Deadline: 3:00 p.m., November 30, 2016

DGS-RFP-Surface Parking Lot -2016-10

This procurement is set-aside in the Sheltered Market Procurement and only Small Business Enterprises ("SBE") and/or Certified Business Enterprises ("CBE") that are certified by the District of Columbia's Department of Small and Local Business Development ("DSLBD") at the time of submission are eligible to participate. The Offeror shall submit with its proposal its SBE and/or CBE certification letter issued by DSLBD.

The following is provided for informational purposes only. It is the responsibility of the Offeror to conduct its own investigation and analysis of issues relating to the Parking Facility prior to submitting a proposal.

SECTION A. EXECUTIVE SUMMARY

The Department of General Services (the "**Department**" or "**DGS**"), on behalf of the District of Columbia (the "**District**"), is issuing this Request for Proposals (this "**RFP**") to lease a District-owned parking lot located at 490 2nd Street, SW ("**Parking Facility**") to a first-class public parking lot operator ("**Tenant**"). The Parking Facility accommodates approximately **64** surface parking spaces. A description of the Parking Facility is provided in **Exhibits B and C attached hereto**. The

selected Tenant shall provide all personnel, management, supervision, and resources necessary to lease and operate the Parking Facility and to perform the requirements set forth below in Section B.

A maximum of the top three (3) proposals with the highest quantitative scores will be short listed by the Review Panel (defined below). This solicitation is being set-aside for bidders that are certified by DSLBD as an SBE and/or a CBE.

With this solicitation, DGS intends to award one contract and does not anticipate award to multiple respondents. Regardless, DGS reserves the right to make multiple or partial awards.

A tour of the Parking Facility will be held on Wednesday, November 9, 2017 from 11am-12pm. Attendance is Non-Mandatory, but encouraged.

The point of contact and project manager for DGS is:

Ikenna Udejiofor Realty Program Specialist DGS - Portfolio Division ikenna.udejiofor@dc.gov

SECTION B. SOLICITATION OBJECTIVES (See Form in Exhibit C)

DGS expects to achieve the following outcomes through execution of a Lease Agreement between the District and the selected Tenant ("Lease").

1. Objectives:

- a. Tenant will have proven experience operating a surface lot similar to the Parking Facility.
- b. Tenant will operate the Parking Facility in a first-class and professional manner.
- c. Tenant will charge reasonable, yet competitive rates to the public.
- d. Tenant will, in a first-class and professional workmanlike manner, complete the Site Work (as defined below). The completion of the Site Work shall be a condition to the commencement of operations of the Parking Facility.
- e. Tenant will assume an existing License Agreement between the District of Columbia and Zipcar, Inc. for Zipcar's use of eight (8) parking spaces in the Parking Facility (the "Zipcar License"), which Zipcar License cannot be terminated by Tenant without DGS's prior written approval

SECTION C. LEASE TERMS AND REQUIREMENTS

1. Rent Commencement

The Rent Commencement Date shall be the earlier of (a) six (6) months after the date of execution of the Lease or (b) the date the Site Work is completed. Until the Rent Commencement Date, rental payments to the District shall be abated.

2. Term

The initial term of the Lease shall commence upon the execution of the Lease and end 5 years after the Rent Commencement Date. Tenant may elect to extend the initial term of the Lease by four (4) 1-year options, each upon 9 months prior written notice to DGS.

Notwithstanding the foregoing, at any time after 3 years from the Rent Commencement Date, the District may, upon 6 months' prior written notice to Tenant, elect to terminate the Lease so that the District may pursue the development of the real property upon which the Parking Facility is located.

3. Use.

The Tenant's sole use of the Parking Facility shall be as a commercial, surface parking lot for the parking of cars and vans.

4. Zipcar License

The Lease shall include provisions acknowledging that the Lease is subject to the Zipcar License, and that Tenant may not terminate the Zipcar License without the prior written consent of the District.

5. Tenant's Site Work

"Site Work" shall mean all demolition, construction and renovation work required to place the Parking Facility in accordance with all applicable laws and in a modern and attractive condition that enables Tenant to properly use the Parking Facility. Minimum requirements for the Site Work shall be:

- a. Tenant shall seal, coat, and re-surface the entire Parking Facility, and perform preventative maintenance as deemed necessary or appropriate by Tenant.
- b. Tenant shall have the Parking Facility striped and numbered as deemed necessary or appropriate by Tenant.
- c. Tenant shall provide adequate lighting for the Parking Facility as deemed necessary or appropriate by Tenant.

- d. Tenant shall obtain electrical utility services for the Parking Facility, as well as any other utility services deemed necessary or appropriate by Tenant.
- e. Tenant shall provide appropriate security for the Parking Facility during and outside of business hours, as deemed necessary or appropriate by Tenant.
- f. Tenant shall provide an adequate barrier that provides customers with safe ingress and egress and to deter unauthorized entry into the Parking Facility, as deemed necessary or appropriate by Tenant.
- g. Tenant shall provide any attendee/employee structures necessary for the operation of the Parking Facility, as deemed necessary or appropriate by Tenant.

6. Maintenance and Repair

Tenant shall, at its sole cost and expense, keep the Parking Facility clean and in good repair during the term of the Lease.

7. Net Rental

Tenant shall propose in its response to this RFP the annual and monthly rental amounts ("**Net Rental**") to be paid by Tenant to the District under the Lease during the initial lease term, and any extension terms. At a minimum, the Net Rental shall be subject 3.0% increases upon the 1st and subsequent anniversaries of the Rent Commencement Dates.

Tenant shall be responsible for any and all operating expenses related to Lease and its operation of Parking Facility, including without limitation, utilities and leasehold possessory taxes. The scope of work, schedule and budget for the Site Work shall be subject to DGS review and approval. The budget shall include the total cost of the Site Work ("**Budgeted Site Work Costs**").

The lesser of the actual total cost of the Site Work and the Budgeted Site Work Costs shall be amortized over a 2 to 3 year period on a monthly basis. The monthly amortization shall be a credit applied against the monthly Net Rental amount for the first two to three years after the Rent Commencement Date; provided, however, that the maximum monthly credit shall not exceed 50% of the monthly Net Rental amount. **Under NO circumstance and in NO event shall DGS remit to tenant any amounts in any given period of the Lease term as a result of the application of the monthly amortization.**

8. Insurance

Tenant shall be required to maintain insurance coverages set forth in the Lease including garage-keepers, commercial general liability (with limits of not less than \$5,000,000.00), automobile liability (including hired and non-owned liability coverage with limits of not less than \$3,000,000), and property insurance in the types and amounts to be specifically set forth in the Lease. All such insurance shall name "District of Columbia, a municipal corporation" as an additional insured/loss payee, as the case may be and provide for a waiver of subrogation in favor of the District of Columbia. All insurance shall be placed with insurers that are reasonably acceptable to the Department and with an A.M. Best's rating of not less than a then current rating of "A-" or better and a financial size category of Class XV or higher. All such insurers shall be licensed in and approved to do business in the District of Columbia.

9. Permits

Tenant shall be responsible for obtaining any and all District of Columbia licenses and permits required to operate the Parking Facility and to conduct business in the District of Columbia.

SECTION D. SOLICITATION RESPONSE REQUIREMENTS

Tenant shall include in its proposal information about its organization, and how it will satisfy the objectives and requirements set forth above. Proposals shall include the information that is outlined below. Offers must also include completed RFP Summary Sheet attached to this RFP. (See Form in Exhibit A)

- 1. A Transmittal Letter on company letterhead and signed by an individual authorized to legally bind the Respondent. The Transmittal Letter must include:
 - a) Identification of the type of legal entity with whom the District would contract,
 - b) Identification of Tenant, including all members or partners and percentage interests, and
 - c) Project Visions describing Respondent's goals and vision for the Parking Facility.
- 2. A description of similar experience or demonstrating a minimum of 3 years prior experience:
 - a) a brief description of similar projects (dates, locations, operational strategies), including a minimum total of 250 parking stalls under management,
 - b) a description and role of Tenant in such projects.
 - c) the current status of Tenant's projects, and three (3) contacts enabling the Department to verify information), and
 - d) DLSBD CBE Certificate.
- 3. An Executive Summary of the Respondent's business plan that details:
 - a) Approach to ensure sustainable operations of the Parking Facility and the required criteria set forth in Section B above,

- b) Preliminary operations budget including typical/preferred agreement structure; and, a proposed schedule for achieving active and productive use of the Parking Facility,
- c) Any form of parking agreement proposed to be used by Tenant, and
- d) Parking rates for the first year of operation, including a description of the marketing approach.
- 4. A scope of work, budget and schedule for the Site Work including conceptual development of Parking Facility improvements, structures and other improvements proposed for the site.
- 5. Payments to/Credits from the District:
 - a) The proposed Net Rental that will be paid to the District during the 1st year following the Rent Commencement Date; and
 - b) The projected monthly amortization amount to be credited against the monthly Net Rental which shall not exceed 50% of the Net Rental amount and shall amortize for a period of 2 to 3 years.
- 6. If appropriate, an estimate of the number of jobs that will be created as a result of the proposed parking facility business.
- 7. Evidence that Tenant has the financial capability to carry out the proposed commitments by submitting two copies of Tenant's two most recent audited financial statements submitted and/or financial institution commitments, such as an Irrevocable Letter of Credit.
- 8. References for Tenant from other landlords or those from whom Tenant leases and operates similar parking facilities.
- 9. A District of Columbia Citywide Clean Hands Certification (https://ocfocleanhands.dc.gov/cch/ComplianceCheck.aspx).
- 10. CBE Certification FAQs (http://dslbd.dc.gov/page/certification-faqs).
- 11. Certificate of Good Standing (DC).

Exceptions: In the event that Tenant desires to take exception to any term or condition set forth in this RFP or the Lease, said exceptions must be clearly identified in Respondent's response to this RFP. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be included separately as an addendum to the Proposal Submission Package.

12. What are the preference points associated with each category of certification?

CBE Category Local Business Enterprise	Proposal Points 2
Small Business Enterprise	3
Disadvantaged Business Enterprise*	2

Development Enterprise Zone	2
Resident-Owned Business	5
Longtime Resident Business	5
Veteran-Owned Business Enterprise	2
Local Manufacturing Business Enterprise	2

SECTION E. SELECTION PROCESS AND CRITERIA (SEE FORM IN EXHIBIT D)

DGS staff will review each proposal submitted and shall generate short list of the top three (3) proposals submitted ("**Short Listed Offers**"). Short Listed Offers shall be based on the responses to this RFP with respect to the criteria and requirements set forth in Sections B through D.

Short Listed Offers shall be subject to a qualitative analysis completed by DGS and the Department on Disability Services personnel ("**Review Panel**"). The Review Panel shall verify the financial sustainability and references of those comprising the Short Listed Offers. The Review Panel shall then make its Tenant selection recommendations to the District.

SECTION F. SUBMISSION FORMAT AND DUE DATE

Please provide one (1) hard copy and two (2) electronic copies (via a USB drive) in Microsoft Word and PDF of the proposal portion of the submittal, which shall be limited to a maximum of twenty-five (25) pages, single sided in 12-point font size on 8.5"x 11" paper. Offers must also include a **signed DC DGS FORM S-103** attached to this RFP. (**See Form in Exhibit E**)

Offers must be hand delivered to: **Department of General Services ATTENTION: Ikenna Udejiofor**

REFERENCE: DGS-RFS-Surface Lot Parking-2016-09 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-2016-09"

Offers must be submitted to DGS with all required information and documentation by 3:00 pm on Wednesday, November 30, 2016 in order to be considered. NO EXCEPTIONS.

Submission finalists will be notified within 14 days after the submission deadline listed above.

This Request for Proposals shall not be considered an offer to lease and DGS reserves the right to withdraw or modify this Request for Proposals at any time.

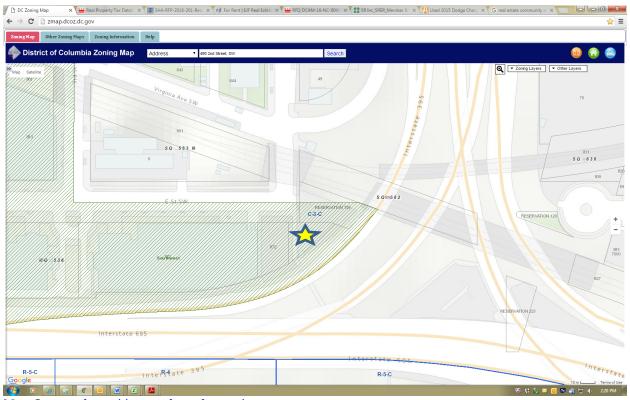
Attached Exhibits

- A. RFP Summary Sheet
- B. 490 2nd Street SW Site Plan
- C. 490 2nd Street SW Information Sheet
- D. Evaluation Criteria
- E. Solicitation and Offeror's Acknowledgement Form

Exhibit A. RFP Summary Sheet

Tenant:
Primary Contact for Proposal and address:
Contact Phone:
Contact Email address:
Years of Experience:
Number of current stalls under management:
Primary Contact for Proposal:
Contact Phone:
Contact Email address:
Guaranteed Monthly Rent: :
First Year Parking Rates:
Hourly:
Daily:
Monthly:
Proposed Site Work Scope, Budget and Schedule:

Exhibit B. 490 2nd Street SW Site Plan



Map Source: http://zmap.dcoz.dc.gov/

Exhibit C. 490 2nd Street SW Information Sheet

Lot Spec: Approximately 64 parking spaces **Size**: Approximately 5,265 square feet **Use**: Limited to surface vehicular parking

Zone District: C-3-C To be confirmed by Respondent.

Hours of Operation: To be determined by Tenant, subject to applicable laws

Condition of Premises: "As Is" "Where Is"

Tenant Responsibility: All operating costs and expenses related to Tenant's business operations

and the property.

Site Description Source: https://www.taxpayerservicecenter.com/RP_Results.jsp

Exhibit D. Evaluation Criteria:

Description	Reference	Maximum Points
Transmittal / Vision Letter	Section D.1	7 points
History/Experience	Section D.2	20 points
Executive Summary and Economic Viability	Sections D.3 and D.7	18 points
Scope of Work	Section D4	20 points
Payments to/Credits from the District	Section D.5	10 points
Jobs Created for District Residents	Section D.6	15 points
References	Section D.8	10 points
TOTAL		100 points
SBE/CBE (Evidence of DSLBD certification required)	D.12 Certified a small, local or disadvantaged business enterprise.	12 maximum points
Sub-total		100 +12 points

Exhibit E. Solicitation and Offeror's Acknowledgement Form

DC DEPARTMENT OF GENERAL SERVICES CONDITIONS APPLYING TO SOLICITATION AND OFFEROR'S ACKNOWLEDGEMENT

THE UNDERSIGNED hereby certifies that it has read and affirms that its offer in response to Solicitation No. DGS-RFS-Surface Lot Parking-2016-09 is submitted subject to the following conditions of solicitation:

100 Limitations on DGS' Authority to Lease

Offerors should be aware that execution by DGS of a lease for expenditure in excess of \$1,000,000 in any 12-month period is subject to authorization by the Council of the District of Columbia. All financial obligations of the District under a lease or any other agreement are subject to the provisions of (i) the federal Anti-Deficiency Act (31 U.S.C. §§ 1341, 1342, 1349-1351, 1511-1519 and D.C. Official Code §§ 1-206.02(e) and § 47-105 (2001)), (ii) the District of Columbia Anti-Deficiency Act (D.C. Official Code §§ 47-355.01 et seq. (2006 Supp.); and (iii) § 446 of the District of Columbia Home Rule Act (D.C. Official Code § 1-204.46 (2006 Supp.), each as may be amended from time to time. The District cannot obligate itself to expend any funds without first obtaining a congressional appropriation of funds for such purpose. DGS makes no commitment (nor is authorized to make any commitment) to enter into any lease and does not intend to proceed with any proposed lease until all applicable laws have been satisfied.

101 DGS reserves the right with respect to the Solicitation to:

- a. Cancel, withdraw or modify the Solicitation prior to or after the submission deadline;
- b. Modify or issue clarifications to the Solicitation prior to the submission deadline;
- c. Reject any submission it deems incomplete or unresponsive to the submission requirements;
- d. Consider a submission that is in noncompliance with the submission requirements;
- e. Reject all submissions that are submitted under the Solicitation;
- f. Modify the deadline for submissions or other actions; and
- g. Reissue the Solicitation, a modified Solicitation, or a new Solicitation whether or not any submissions have been received in response to the initial Solicitation issuance. DGS may exercise one or more of these rights, in its sole discretion, as it may deem necessary, appropriate, or beneficial to the District.

102 Notice of Modifications

DGS will post on its website (http://DGS.dc.gov) any notices or information regarding cancellations, withdrawals, modifications to deadlines, and other modifications to this Solicitation. Offerors shall have an obligation to check the website for any such notices and information, and DGS shall have no duty to provide direct notice to Offerors.

103 Further Efforts

DGS may request that Offerors clarify their submissions and/or submit additional information pertaining to their submissions. DGS may request best and final submissions from any Offeror and/or request an oral presentation from any Offeror.

104 Restricted Communications

Upon release of this Solicitation and until selection of an Offeror, Offerors shall not communicate with DGS staff or other District staff about the Solicitation or issues related to the Solicitation except as authorized in this Solicitation or in a public meeting in connection with this Solicitation.

105 Selection Non-Binding

The selection by DGS of an Offer indicates only an intent by DGS to negotiate with the Offeror and the selection does not constitute a commitment by DGS to execute a final lease with the Offeror. DGS may terminate, in its sole and absolute discretion, negotiations with any Offeror if such Offeror introduces comments or changes to a lease agreement that are inconsistent with its previously submitted offer materials.

106 No Conflicts of Interest, Improper Influence, Etc. In its response to the Solicitation, the Offeror shall represent and warrant the following to the District.

- 1. The compensation to be requested, offered, paid or received in connection with this Solicitation has been developed and provided independently and without consultation, communication or other interaction with any other competitor for the purpose of restricting competition related to this Solicitation or otherwise.
- 2. No person or entity employed by the District or otherwise involved in preparing this Solicitation on behalf of the District (i) has provided any information to potential Offerors which was not made available to all entities potentially responding to this Solicitation, (ii) is affiliated with or employed by or has any financial interest in any potential Offeror, (iii) has provided any assistance to potential Offeror in responding to this Solicitation, or (iv) will benefit financially if any Offeror is selected in response to this Solicitation.
- 3. The Offeror has not offered or given to any District officer or employee any gratuity or anything of value intended to obtain favorable treatment under this Solicitation or any other solicitation or other contract, and Offeror has not taken any action to induce any District officer or employee to violate the rules of ethics governing the District and its employees. Offeror has not and shall not offer, give or agree to give anything of value either to the District or any of its employees, agents, job shoppers, consultants, managers or other person or firm representing the District, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this Solicitation. As used herein, "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by this Solicitation, if any, or any other contract with the District), etc., which might tend to obligate a District employee to Offeror, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of

employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include work or services rendered pursuant to any other valid District contract.

- 4. The Offeror shall report to the District directly and without undue delay any information concerning conduct which may involve: (a) corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority; or (b) any solicitation of money, goods, requests for future employment or benefit of thing of value, by or on behalf of any government employee, officer or public official, any Offeror employee, officer, agent, subcontractor, or labor official, or other person for any purpose which may be related to the procurement of this Solicitation by Offeror, or which may affect performance in response to this Solicitation in any way.
- 5. No member, employee, contracted agent, or consultant of Offeror was a District employee, consultant, or contractor to the District within three (3) years prior to the publication of the Solicitation except as Offeror has disclosed in writing to DGS as part of its Offer. Offeror will notify DGS of any new hire of an employee, contracted agent, or consultant who was a District employee, consultant, or contractor to the District within three (3) years prior to the publication of the Solicitation within five (5) days of any such hire.

Required disclosures and representations notwithstanding, failure to comply with any obligation described in this Section 106 may result, in DGS' sole and absolute discretion, in the Offeror's disqualification from consideration under this Solicitation, the rescission of the Offeror's award, and/or termination of any agreement between the Offeror and the District.

107 Confidentiality

Submissions and all other information submitted in response to a Solicitation are subject to the District's Freedom of Information Act (D.C. Official Code § 2-531 et seq.) ("FOIA"), which generally mandates the disclosure of documents in the possession of the District upon the request of any person, unless the content of the document falls within a specific exemption category.

If an Offeror provides information that it believes is exempt from mandatory disclosure under FOIA ("exempt information"), the Offeror shall include the following legend on the title page of the submission:

THIS PROPOSAL CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT'S FREEDOM OF INFORMATION ACT

In addition, on each page that contains information that the Offeror believes is exempt from mandatory disclosure under FOIA, the Offeror shall include the following separate legend: THIS PAGE CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT'S FREEDOM OF INFORMATION ACT 12

On each such page, the Offeror shall also specify the exempt information and shall state the exemption category within which it believes the information falls.

Although DGS will generally endeavor not to disclose information designated by the Offeror as exempt information, DGS will independently determine whether the information designated by the Offeror is exempt from mandatory disclosure. Moreover, exempt information may be disclosed by DGS, at its sole discretion, unless otherwise prohibited by law, and the District shall have no liability related to such disclosure.

108 Ownership and Use of Submissions

All submissions shall be the property of the District. The District may use any and all ideas in any submission, whether the submission is selected or rejected.

109 Non-Liability

By participating in the Solicitation process, the Offeror agrees to hold the District, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this solicitation.

110 Questions

Any questions regarding this Solicitation should be submitted via e-mail to **Ikenna.Udejiofor@dc.gov**. Offerors shall not direct questions to any other person affiliated directly or indirectly with the District. Responses to Offeror questions will be posted to the Office of Property Management website at: http://DGS.dc.gov.

Date:	 	
Name:	 	
Title:	 	
Offeror		