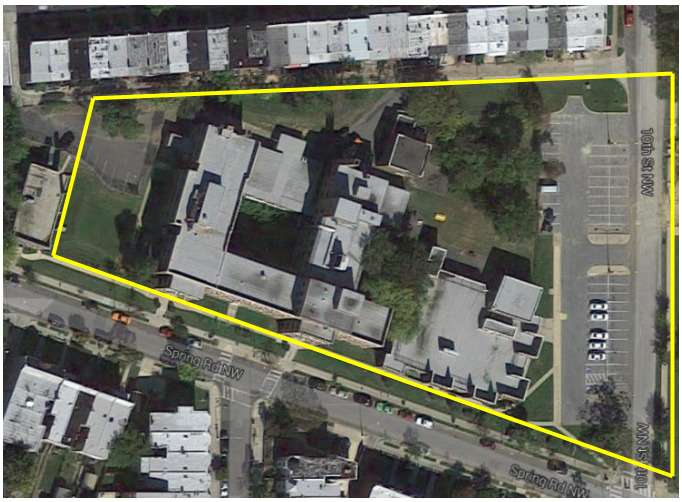

1125 Spring Road, NW

Square 2902, Lots 0804 and 0807

Release Date: June 30, 2016
Submission Deadline: October 14, 2016

Responses are to be sent to the following address:
Office of the Deputy Mayor for
Planning and Economic Development
The John A. Wilson Building
1350 Pennsylvania Avenue, NW
Suite 317
Washington, D.C. 20004
Attn: Tsega Bekele, Project Manager

REQUEST FOR PROPOSALS

District of Columbia
Office of the Deputy Mayor for Planning and Economic Development

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Questions regarding this Request for Proposals should be submitted via e-mail <u>only</u> to Tsega.Bekele@dc.gov. Respondents shall not direct questions to any other person within the District except as allowed elsewhere in this RFP. Responses to Respondent questions will be aggregated and posted on the following website: http://dmped.dc.gov/.

INTRODUCTION

The Government of the District of Columbia (the "District"), through the Office of the Deputy Mayor for Planning and Economic Development ("DMPED"), seeks to redevelop the approximately 3.3 acre parcel located at 1125 Spring Road, NW, in the Petworth neighborhood and known for taxation and assessment purposes as Lots 0804 and 0807 in Square 2902. The Site includes a vacant community health center formerly known as the Hebrew Home for the Aged, a fire-proofed utility/chiller building at the rear of the community health center, the District Child Welfare Center, also known as the former Paul Robeson School towards the eastern edge of the property at 3700 10th Street, NW, a parking lot, and the adjacent portion of 10th Street, NW.

DMPED invites qualified Development Teams ("Respondents") to respond to this Request For Proposals ("RFP") for the disposition and development of Lots 0804 and 0807 in Square 2902 ("Development Parcel" or "Site"), totaling approximately 144,400 square feet of land (see Figures 1-4 for Development Parcel information in more detail) pursuant to a ground lease of no less than twenty (20) years or a fee simple transfer excluding any historically designated assets.

The 1125 Spring Road, NW, site was the third iteration of the District's OurRFP process. A Public Workshop Meeting, Online Public Engagement Forum, and Follow-up Public Meeting were completed in order to understand the community's preferences for the redevelopment of this site. Based on feedback received through the OurRFP process, residents and community members desire a project that reflects the important value of these sites to the neighborhood and embodies the following characteristics:

- As much affordable housing above the 30% minimum requirement as viable, targeting the lowest income bands and including housing reserved for senior citizens, ADA-compliant units, and opportunities for homeownership;
- Sustainable public space improvements that activate an upgraded 10th Street, NW, in keeping with the surrounding neighborhood feel; and
- Maximization of density through a Planned Unit Development, incorporation of historic elements into any designs, and development that exceeds green building requirements.

The Development Parcel is zoned R-4-D, which will become RF-1 after the newly approved Zoning Regulations (ZR-16) become effective on September 6, 2016. DMPED seeks a developer that will develop the lots in keeping with the goals set out in this RFP, and will accept both matter-of-right and Planned Unit Development ("PUD") development proposals. Any proposal must include the establishment of a public right of way along 10th street that respects the historic 10th street multimodal link to the north and south of the site and remain open for public use.

The Respondents that present the most innovative, comprehensive, and community supported solution may be "short listed" and/or a "best and final" (BAFO) proposal may be requested before a final selection is made.

The Timeline

The District will endeavor to follow the timetable set forth below; however, the activities and timetable represented below are a guideline only and are subject to change at the District's sole discretion and without prior notice:

Selection Process Timetable (subject to change)	
1. Issuance of RFP	June 30, 2016
Pre-Response Information Session and Site Visit Location: 1125 Spring Road, NW, Washington, DC 20010	July 13, 2016
2. RFP Response Submission Due Date (3:00 PM ET)	October 14, 2016
3. Selection recommendation Panel Interviews	October 2016
Community Presentation by Development Team Respondents	December 2016
Request for Best and Final Offer (If Applicable)	TBD
Best and Final Submission Due Date (If Applicable)	TBD
4. Final Selection of Development Team	Spring 2017*
Submission of Disposition Agreement & Accompanying Legislation to District of Columbia Council	Fall 2017*

Subject to change.

PROJECT DESCRIPTION

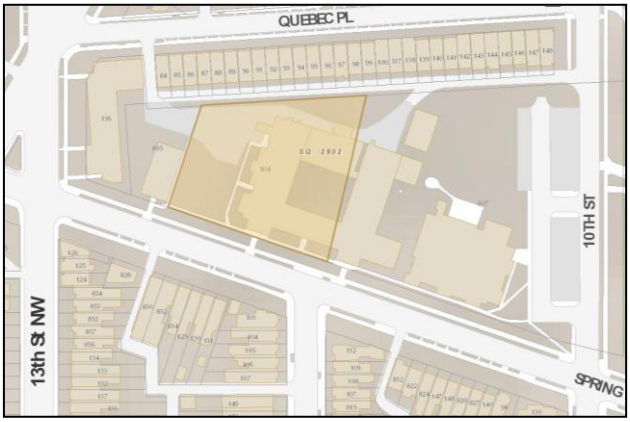

*Figure 1: Site Map of Square 2902, Lot 0804**

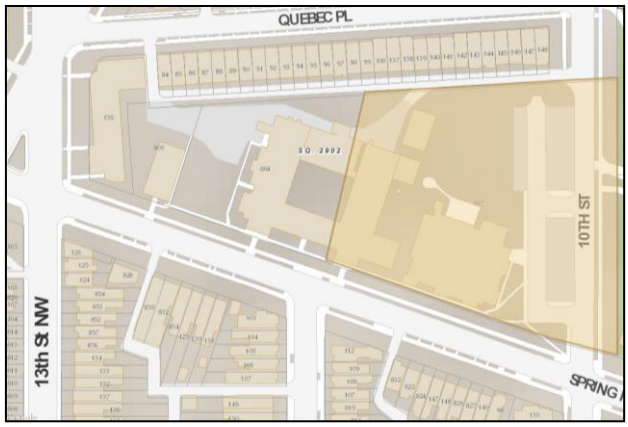

*Figure 2: Site Map of Square 2902, Lot 0807**

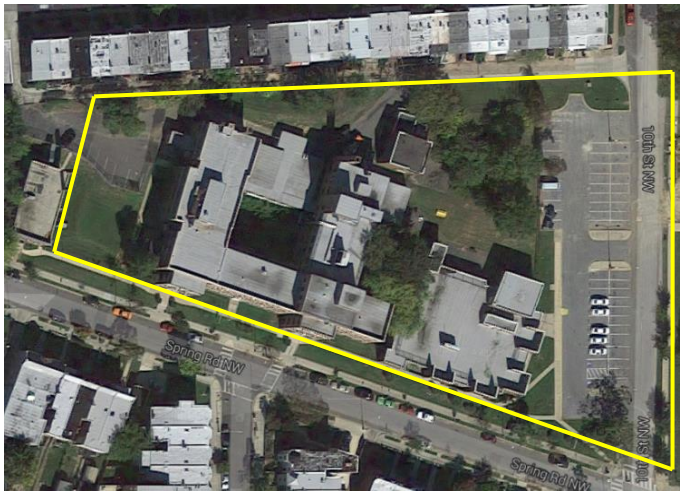

*Figure 3: Total Development Parcel Map**

*Figure 4: Historically Designated Portion of Development Parcel**

Location	1125 Spring Road, NW
Square	2902
Lot	0804 and 0807
Total Square Footage	Approximately 144,400 sq. ft.
Owner	District of Columbia (DMPED)
Status	Occupied by three structures (former Hebrew Home, former Robeson School, utility/chiller building) with historically designated portion and adjacent parking lot and street
Zone	R-4-D which will become RF-1 on September 6, 2016
Adjacent Stakeholders/Property Owner	District of Columbia

Figure 5: Development Parcel Information. ***Note: Maps are not to scale.***

Location: As shown in Figure 3, the Development Parcel sits on the border of Wards 1 and 4, but is located in Ward 4. It is bounded by 10th Street, NW, to the east, an alley/access road to the north, a District-owned parcel to the west, and Spring Road, NW, to the south. The Georgia Avenue/Petworth Metro Station is located 0.3 miles from the Development Parcel as are major bus lines on Georgia Avenue, New Hampshire Avenue, and 14th Street. The Site has a Walk Score of 93, Transit Score of 82, and Bike Score of 88.

Existing Structures: As shown in Figures 1-4, there exist three main structures on the Site. More details regarding each are given below:

Former Hebrew Home for the Aged at 1125 Spring Road, NW
Construction of the building located at 1125 Spring Road, NW, was completed in 1925 and it served as the Hebrew Home for the Aged, a nursing home, between 1925 and 1969. An addition in the early 1950's more than doubled the size of the building which was purchased by the District in 1968 and converted to a community health center. Along with the former Jewish Social Service Agency located at 1131 Spring Road, NW, the former nursing home building is listed in the D.C. Inventory of Historic Sites and the National Register of Historic Places. Both buildings are part of the historically designated area, as is the space in between the two structures. However, please note that the Jewish Social Service Agency building at 1131 Spring Road, NW, is not part of this RFP. Accordingly, the Development Parcel in this RFP has the Jewish Social Service Agency building as its western boundary, but includes the green space in between it and the Hebrew Home building. The five-story former Hebrew Home for the Aged building is about 85,800 square feet and virtually intact. However, the building has fallen into disrepair and is vacant.

Former Paul Robeson School at 3700 10th Street, NW
The one-story Robeson School building abuts the Hebrew Home towards the eastern boundary of the Development Parcel. The approximately 5,000 square feet building was constructed by the District between 1974 and 1975 to be used for mental health treatment and education. It is not part of the historic landmark and demolition of this building is anticipated as part of the redevelopment of the Site.

Utility/Chiller Building
A small fire-proofed utility/chiller building sits just north of the former Hebrew Home building within the historic landmark boundary. While possible, demolition of this structure would require approval by the Historic Preservation Review Board.

Property Advantages:

- Located in the burgeoning Petworth neighborhood of Northwest D.C.
- Excellent multi-modal transportation access due to proximity to the Georgia Avenue/Petworth Metro stop and several high capacity bus routes along 14th Street, NW, and Georgia Avenue, NW.
- Within blocks of a full-service grocery store, restaurants, and retail.

OURRFP PROCESS AND FEEDBACK

OURRFP Process

Successful development projects in the District hinge on the inclusion and support of the local community. Mayor Bowser's Administration created the OurRFP initiative to understand and incorporate community input early in the process of redeveloping publicly-owned land. The Site is located on the border of Wards 1 and 4, is partially historically designated, and contains the former Hebrew Home for the Aged. For these reasons, the District determined this Site to be a prime candidate for the OurRFP process so community preferences could be considered before a solicitation for the Site was released.

The OurRFP process consisted of a Public Workshop Meeting, an Online Engagement Forum, and a Follow-Up Public Meeting. As part of the process, DMPED invited any and all members of the community to engage in the process by canvassing the neighborhood, meeting and calling Advisory Neighborhood Commissioners, stakeholders, and neighbors, and inviting community members via email, online forums, listservs, and social media.

The Public Workshop Meeting for the 1125 Spring Road, NW, that was held on April 9, 2016, saw over one hundred twenty-five attendees. After presentations regarding the OurRFP process and context of the Site, community participants then had an opportunity to give their input on topics including housing priorities, design priorities, and public space priorities in small discussion groups. Each small group was paired with a District government employee to facilitate discussion and record ideas from the community members. Each group reached consensus on three priorities and were asked to present the one priority they felt was the most critical to share to the larger meeting group.

In order to give those who were not able to attend the Public Workshop Meeting an opportunity to provide their thoughts on the redevelopment of the Site, DMPED created an Online Engagement Forum that mirrored the prompts and exercise from the April 9th meeting. This online forum was advertised on DMPED's website, neighborhood listservs, and social media. The online forum saw

over 225 unique responses, largely mirroring the input heard at the April 9th meeting. DMPED also received handwritten comments, emails, and phone calls from community members and stakeholders interested in sharing their thoughts on the Site.

DMPED then analyzed the data collected from the Public Workshop Meeting and Online Engagement Forum and categorized the responses into the following elements: Housing Priorities, Public Space and Sustainability, and Design and Density. DMPED then found common themes of community preferences within these elements to be further prioritized at the Follow-up Meeting.

The Follow-up Meeting, held on June 2, 2016, saw over 100 attendees. DMPED began the Follow-up Meeting with a brief overview of the Site and summary of the Public Workshop Meeting and Online Engagement Forum. DMPED then explained the elements and overarching themes that had been identified from the community input. These themes are listed below:

Housing Priorities:
- More than 30% of the units set aside as affordable housing
- Additional units to target moderate income/workforce households (50%-80% AMI)
- Opportunities for homeownership
- Family-sized units
- Housing reserved for Seniors
- Accessible units (for persons with disabilities)

Public Space & Sustainability:
- Active use (e.g., Playground, splash park, dog park, educational programming)
- Passive uses (e.g., green space, community garden, benches)
- Sustainable public space improvements (e.g. stormwater management, sustainable landscaping, permeable surfaces)
- Active, engaged street (upgrades to 10th Street exceeding DDOT standards, bike parking, benches)
- Public art

Design and Density:
- Density maximized through a planned unit development
- Historic elements incorporated in the design
- Modern/Contemporary style of design
- Exceed green building requirements

DMPED then gave Follow-up Meeting attendees the opportunity to further prioritize these themes. The results of this prioritization are described in the following section, "Community Preferences."

Community Preferences

DMPED's guiding priorities are to:
- Increase affordable housing;
- Grow the District's technology and innovation employment sector;
- Achieve significant progress on large-scale and neighborhood real estate development projects;
- Create a vibrant and competitive place for job creation, relocation, and growth; and
- Make DMPED a more open and transparent agency.

DMPED is appreciative of all of the District residents that participated in the 1125 Spring Road, NW, OurRFP process and shared their priorities for the future of the Site. The feedback and data collected in this OurRFP process illustrated that many of the priorities identified by District residents align with DMPED's priorities. These community preferences are further described below.

Housing Priorities:
The most salient theme that garnered the most discussion during this OurRFP process surrounded the potential residential and housing elements of the redevelopment of the Site. DMPED received a great amount of input, thoughts, and preferences from OurRFP participants regarding the populations that should be served by the housing created at the Site. Many participants expressed a passionate preference that **more than the required 30% of units built be set aside as affordable housing**. Participants also expressed a preference for affordable housing to target the lowest income bands but also target workforce

households. Participants additionally expressed a preference for family-sized units, units reserved for senior citizens, units accessible for persons with disabilities, and also opportunities for homeownership. As such, *preference will go to proposals that include as much affordable housing above the 30% minimum requirement as viable, targeting the lowest income bands and including housing reserved for senior citizens, ADA-compliant units, and opportunities for homeownership.*

Public Space & Sustainability:
DMPED received a great amount of input suggesting that public space and sustainability considerations are a community preference for any potential redevelopment of the Site. OurRFP participants expressed a strong preference for sustainable public space improvements like stormwater management, sustainable landscaping, and permeable surfaces. Participants also expressed a preference for an upgraded 10th street roadway to exceed DDOT standards and facilitate active uses while others preferred more passive uses like a community garden or benches and public art. As such, *preference will go to proposals that include sustainable public space improvements that activate an upgraded 10th Street, NW, in keeping with the surrounding neighborhood feel.*

Design and Density:
DMPED also received a great amount of input on design and density considerations for any potential redevelopment of the Site. OurRFP participants express a strong preference for a maximization of density at the Site through a Planned Unit Development. Additionally, participants desired a plan for parking that appropriately accommodates and complements any new development in conjunction with the existing neighborhood. Participants also expressed a preference for incorporating historic elements into any design while also exceeding green building requirements. As such, *preference will be given to proposals that include maximization of density through a Planned Unit Development, incorporation of historic elements into any design, and development that exceeds green building requirements.*

DISTRICT OF COLUMBIA POLICY GOALS AND REQUIREMENTS

First and foremost, the District requires that any proposed development program be economically viable to construct and operate. Additional District of Columbia goals and requirements are explained below.

Planning and Zoning Framework

Comprehensive Plan:
The *Comprehensive Plan for the National Capital: District Elements,* the Comprehensive Plan Generalized Future Land Use Map and the Comprehensive Plan Generalized Policy Map are the legislatively-adopted general policy documents that provide guidance for the future development of the District of Columbia and serves as the basis for determining how areas within the District can be developed as related to design, density and program. The Comprehensive Plan can be found on the DC Office of Planning's website at http://planning.dc.gov/page/comprehensive-plan. Please note that the Comprehensive Plan is undergoing its second Amendment Cycle of the District Elements to the 2006 Comprehensive Plan, however this Amendment Cycle will not be complete before responses are due for this solicitation.

The Comprehensive Plan's Generalized Future Land Use Map designates this entire Site as "Local Public Facility", consistent with the current and former use. Surrounding land, also zoned R-4, is designated for moderate density residential use. The Comprehensive Plan Policy Map designates the Site as "neighborhood conservation area", which indicates that any new infill development should generally be compatible the existing character of the neighborhood.

The Site is located within the Rock Creek East Area Element, on the border with the Mid-City Area Element. The Rock Creek East Element encourages the protection of established neighborhoods, but also recognizes a need for a variety of housing choices. Targeted policy guidance for the Site also includes the following:

- Policy RCE 1.1.6: Development of New Housing – Encourage the retention of existing subsidized housing units within the Rock Creek East Planning Area, along with other measures to increase housing choices and improve housing affordability for area residents. This should include production of new mixed income housing along Georgia Avenue, and the encouragement of mixed income housing in the industrially zoned area west of Georgia Avenue between Upshur and Sheperd, and on District-owned land along Spring Road near the Petworth Metro Station. A particular emphasis should be placed on providing low cost affordable housing for seniors. 2208.7 (p. 22-14).

Zoning:
The Site is currently zoned R-4/D but, as mentioned above, new zoning regulations ("ZR-16") will go into effect on September 6, 2016. Under ZR-16, the current R-4/D zoning will become RF-1. RF zones are intended to recognize and reinforce the importance of neighborhood character, walkable neighborhoods, housing affordability, aging in place, preservation of housing stock, improvements to the overall environment, and low- and moderate-density housing to the overall housing mix and healthy of the city.

The RF-1 zone allows for low-to-moderate density or medium-density residential areas suitable for residential life and supporting uses. In matter-of-right developments the maximum permitted height is 35 feet and three stories for all structures besides places of worship which can be up to 60 feet in height. Lot occupancy requirements are 60% for detached dwellings, semi-detached dwellings, and row dwellings and flats and 40% for all other structures. Other permitted uses include religious uses, small health care facilities, and public schools that zoning regulation requirements for lot area.

As supported by community preferences, DMPED also welcomes submissions that include Planned Unit Development ("PUD") proposals. A PUD, for example, may allow for a zoning change to RA-2, (Residential Apartments) a moderate-density zone. RA-2 permits a maximum floor-to-area ratio ("FAR") of 1.8 and up to 50 feet in height as matter-of-right. A summary of the PUD process is available on the Office of Planning website, www.planning.dc.gov, or Respondents should refer to Chapter 24 of the Zoning Regulations and Subtitle Z, Chapter 3 of the ZR-16. For additional information regarding zoning for the Development Parcel, ZR-16 changes, or the PUD process, potential, or timing, please contact Joel Lawson at the Office of Planning at (202) 442-8802, or e-mail at joel.lawson@dc.gov.

Historic Preservation & Rehabilitation:
Respondents should address the rehabilitation of the existing Hebrew Home for the Aged. Respondents are encouraged to consult with the Historic Preservation Office ("HPO") within the Office of Planning early in their project planning and to review preservation guidance and direction on the review process at www.planning.dc.gov/hpo.

Respondents are encouraged to take advantage of the Federal Rehabilitation Tax Credit, eligible for qualified expenses related to the rehabilitation of designated historic properties. Please see http://www.nps.gov/tps/tax-incentives.htm for more information. For additional preservation information, please contact Anne Brockett at HPO at anne.brockett@dc.gov.

Transportation Planning Framework

The District Department of Transportation's ("DDOT") commitment to building a safe and efficient transportation network will guide all review of transportation-related issues regarding development of the Site. The Site has excellent multi-modal transportation access, as it is near the Georgia Avenue/Petworth Metro Station and several high capacity bus routes on 14th Street, NW, and Georgia Avenue, NW. Because of this, DDOT anticipates most people accessing the Site will do so via non-automobile modes. Site access is expected to be provided via the alley north of the Site. Site access will not be permitted from Spring Road. DDOT supports minimizing vehicular parking spaces due to excellent transit access. 10th Street, NW, forming the eastern boundary of the Site, was closed many years ago and is not part of DDOT's portfolio of streets. As such, any proposal must include the establishment of a public right of way along 10th street that respects the historic 10th street multimodal link to the north and south of the site and remain open for public use.

Additional information on DDOT's policies regarding development review guidelines can be located at DDOT's website: http://ddot.dc.gov/page/development-review.

For further information, please contact Jonathan Rogers at the Policy, Planning, and Sustainability Administration Office, DDOT at (202) 671-3022, jonathan.rogers2@dc.gov.

Public Space

The District Department of Transportation (DDOT) in partnership with the Office of Planning works to ensure the design of public space is of high quality and meets minimum requirements. To this end, the District has in place streetscape standards, guidelines, and policies to guide changes to public space. Uses that impact the character of public space include sidewalk cafes, vending,

street festivals, and other impermanent activities. Physical features that impact the character of public space can include sidewalk paving material, fences and retaining walls, street trees and their spacing, vault spaces, other infrastructure like street lights or curb and gutters, and any building encroachments into the public space.

The Respondent may refer to the District of Columbia Municipal Regulations and DDOT's Design and Engineering Manual (http://ddot.dc.gov/page/design-and-engineering-manual) for specific controls of public space. A summary can be found in DDOT's Public Realm Design Manual (http://ddot.dc.gov/PublicRealmDesignManual). Additionally, Respondents should note that sustainable public space improvements that activate an upgraded 10th Street, NW, in keeping with the surrounding neighborhood feel were identified as a community preference for the redevelopment of the Site.

For further information, please contact Jonathan Rogers of DDOT's Policy, Planning, and Sustainability Administration at 202.671.3022, jonathan.rogers2@dc.gov.

Affordable Housing

In the District's efforts to provide a greater number of Affordable Dwelling Units ("ADUs"), if a Respondent's proposed development plan includes a residential component, then Respondent's proposal must include, at a minimum, the number of ADUs at the Area Median Income ("AMI") levels that are required by both the Disposition of District Land for Affordable Housing Amendment Act of 2014 (D.C. Act 20-485) ("ADU Act") and the Inclusionary Zoning provisions of the District of Columbia Zoning Regulations (11 DCMR §§ 2600 *et seq.*), as applicable**.** Under the ADU Act, proposals with residential components are required to provide 30% of the units to be affordable for the life of the building. As described above, the community has shown a preference for as much affordable housing above the 30% minimum requirement as viable, targeting the lowest income bands and including housing reserved for senior citizens, ADA-compliant units, and opportunities for homeownership.

Among other provisions, an affordability covenant will provide that any building containing residential units shall have a proportional distribution of unit types and sizes across multiple AMI levels so that ADUs are not clustered in any portion (floor, section, or tier) of the development, as well as being similarly sized to market units of the same type, have similar in-unit amenities, and access to all common-area building amenities. Market rate and/or ADUs targeting senior citizens are considered an eligible residential use and must conform to the same affordability standards applicable to other residential unit types.

Each Respondent should use the most current Department of Housing and Urban Development ("HUD") uncapped AMI data (reference Chart 1). While Chart 1 presents the most current 2016 data, new AMI data is published annually. The rent calculation formula is provided in Chart 2, the Occupancy Standard Factor used to price each ADU is provided in Chart 3, and the sale price formula is provided in Chart 4. All affordable rent payments collected may not exceed the Maximum Allowable Rent for an ADU (reference Chart 2). Appendix F ("HUD Housing Allowance Tables") may be updated periodically by the District of Columbia Housing Authority. The initial sales price for an affordable unit may not exceed the Maximum Allowable Sales Price for ADUs (reference Chart 4).

Respondents shall describe the strategy for marketing, operation, and administration of their affordable housing units. Partnering with an organization that has demonstrated expertise in the administration, operation, and management of affordable housing is encouraged, if Respondent does not already have this expertise.

Chart 1: Income Limits based on the AMI for Washington DC MSA as of April 2016

Household Size	100% AMI	80% AMI	60% AMI	50% AMI	30% AMI
1	$76,020	$60,816	$45,612	$38,010	$22,806
2	$86,880	$69,504	$52,128	$43,440	$26,064
3	$97,740	$78,192	$58,644	$48,870	$29,322
4	$108,600	$86,880	$65,160	$54,300	$32,580
5	$119,460	$95,568	$71,676	$59,730	$35,838
6	$130,320	$104,256	$78,192	$65,160	$39,096

Chart 2: Affordable Housing Rent Calculation Includes Monthly Utilities

Affordable Housing Rent Calculation	
MAR=(AMI*DAL*OSF*30%)/12-MU	
MAR	Maximum Allowable Rent
DAL	Designated Affordability Level
MU	Monthly Utilities (reference Appendix F)
AMI	Area Median Income at 100% for a 4 person household
OSF	Occupancy Standard Factor (reference Chart 3)

Chart 3: Occupancy Standard Factor for Affordable Housing Calculations

Occupancy Standard Factor		
Size of Affordable Unit	Occupancy Pricing Standard (Average Occupancy per Unit)	Occupancy Standard Factor
Efficiency/Studio	1	.7
1 Bedroom	1.5	.75
2 Bedroom	3	.9
3 Bedroom	4.5	1.05

Chart 4: Affordable Housing Sale Price Calculation

Affordable Housing Sale Price Calculation

1. **Determine the Maximum Monthly Payment:**

Maximum Monthly Payment =((AMI*DAL*OSF*30%)/12) –FEES

MSP	Maximum Sales Price
AMI	Area Median Income at 100% for a 4 person household
DAL	Designated Affordability Level
OSF	Occupancy Standard Factor (reference Chart 3)
FEES	Condominium Fees ($0.61 per Square Foot), Homeowners Association Fees ($0.10 per Square Foot), Real Property taxes at current real property tax rates assuming Homestead Deduction, and Monthly Hazard Insurance Fees for Single Family Homes = $125.00

2. **Use Maximum Monthly Payment to Determine the Affordable Mortgage** assuming a conventional thirty (30) year, fixed-rate, fully amortizing mortgage at the national average mortgage rate as published by the Federal Housing Finance Agency at www.fhfa.gov plus a one and a half percent (1.5%) cushion to protect for future interest rate increases.

3. **Determine the Sale Price assuming a 5% Down Payment**

Maximum Sales Price = Affordable Mortgage / 95%

Sustainability and Green Building Requirements

The Site shall be developed in compliance with the District of Columbia's Green Building Act of 2006, codified in D.C. Official Code § 6-1451.01 *et seq.* (2012) and the District's storm water management regulations published in Chapter 5 of Title 21 of the DCMR and Chapter 31 of Title 20 of the DCMR. Respondents' responses shall be based on these regulations. Specific design criteria are stated in the Storm Water Guidebook which is available online at http://doee.dc.gov/publication/stormwater-guidebook.

The Sustainable DC Plan has been established to ensure that the District is the healthiest, greenest, and most livable city in the nation. The Plan encompasses 32 goals and 31 targets, and offers 143 specific actions in the areas of the built environment,

energy, food, nature, transportation, waste and water. The Sustainable DC Plan is found at http://www.sustainabledc.org/about/sustainable-dc-plan/. Respondents should review the plan and highlight their qualifications and experience in developing sustainable projects, if any, in their response.

Furthermore, as outlined in the Sustainable DC Plan, the District of Columbia has committed to improving the performance of existing buildings and ensuring the highest standards of green building design for new construction. By 2032, the District has committed to retrofit 100% of existing commercial and multi-family buildings to achieve net-zero energy standards and meet net-zero energy use standards with all new construction projects. The existing laws and regulations, including the Green Building Act of 2006, the DC Green Construction Code, and the updated stormwater regulations, among others, provide a strong foundation for the broader sustainability goals of the District. However, in order to achieve the targets set forth in the Sustainable DC Plan, the DC government plans to lead by example and give consideration for projects that are exceeding the basic legal requirements and forging a path towards true sustainability. Therefore, in this RFP, preference may be given to projects that:

- Exhibit a commitment to environmental performance beyond the requirements set forth in existing laws and regulations, including commitments to LEED certification at the Gold level or higher and/or a commitment to follow LEED v4, the newest version of the LEED rating system.
- Surpass basic LEED certification by designing to achieve net zero energy "ready" buildings (deep efficiency with energy use intensities below 30 kBtu/square foot/year), net zero energy (either produced onsite and/or from newly installed renewable energy in the region), net zero waste (meaning above 90% diversion of waste both during construction and when occupied), and / or the processing of stormwater for the 1.7 inch stormwater or higher, and a collection and reuse of rainwater and greywater onsite, or full Living Building Challenge certification.

DC-specific market analysis reveals that there are strong financial incentives for building deeply green, utility efficient buildings with renewable energy systems. The *Net Zero and Living Building Challenge Financial Study: A Cost Comparison Report for Buildings in the District of Columbia* found a 3-year simple payback for typical multifamily or office new construction when incorporating deep energy efficiency and then achieving net zero energy by deploying renewables. A national study of solar financial incentives also lists DC as one of the top cities to invest in solar photovoltaics.

To build capacity for this type of deep green building, the DC government has a range of initiatives that include financial assistance resources for potential project teams. These include the DC Sustainable Energy Utility, DC PACE Program, RiverSmart Communities, RiverSmart Rewards, RiverSmart Rooftops and the Stormwater Retention Credit Trading programs.

For more information, contact Jay Wilson of DOEE's Urban Sustainability Administration at (202) 535-2460, jay.wilson@dc.gov.

First Source

Pursuant to DC Code § 10-801(b)(7) and the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84, D.C. Official Code §§ 2-219.01 et seq.) and the rules and regulations promulgated thereunder and Mayor's Order 83-265, Respondents recognize that one of the primary goals of the District of Columbia government is the creation of job opportunities for District of Columbia residents. Accordingly, the Respondent selected by the District to negotiate a disposition agreement shall enter into a First Source Agreement, prior to execution of a disposition agreement, with the Department of Employment Services ("DOES") that shall, among other things, require the Respondent to: (i) hire and require its architects, engineers, consultants, contractors, and subcontractors to hire at least fifty-one percent (51%) District of Columbia residents for all new jobs created by the development project, all in accordance with such First Source Employment Agreement and (ii) ensure that at least fifty-one percent (51%) of apprentices and trainees employed are residents of the District of Columbia and are registered in apprenticeship programs approved by the DC Apprenticeship Council as required under D.C. Official Code §§ 32-1401 *et seq*. Collective bargaining agreements shall not be the basis for the waiver of these requirements. Respondents must complete the Form of Acknowledgement attached as Appendix A.

Please contact DeCarlo Washington, Contract Compliance Monitor, at DOES at (202) 698-5772 or decarlo.washington@dc.gov should you require additional information.

Certified Business Enterprises

The Respondent selected by the District to enter into a disposition agreement shall comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Act of 2005, D.C. Official Code §§ 2-218.01 et seq. ("CBE Act"). Pursuant to D.C. Official Code §10-801(b)(6) and the CBE Act, the selected Respondent shall subcontract to Small Business Enterprises ("SBEs") at least 35% of the total development budget. If there are insufficient qualified SBEs to fulfill the 35% requirement, the requirement may be satisfied by subcontracting 35% to qualified Certified Business Enterprises ("CBEs"). A CBE Respondent selected is not required to comply with the 35% SBE subcontracting requirement if the entire development project is performed using its own organization and resources. Pursuant to §2-218.49a of the CBE Act, Small Investors, Disadvantaged Investors, or Certified Equity Participants shall invest at least 20% of the total sponsor equity, excluding debt financing, mezzanine financing, or other equity contributions by limited or institutional investors; and, in addition to complying with the general 35% SBE subcontracting provisions, at least 20% of the dollar volume of non-construction development goods and services shall be subcontracted to SBEs, and if there are insufficient qualified SBEs to fulfill this requirement, then the requirement may be satisfied by contracting 20% of that dollar volume to any qualified CBEs. If the entity that controls the development project is an entity tax-exempt under 26 U.S.C.S. § 501(c), or other not-for-profit entity, such entity is exempt from the equity and development participation requirements, pursuant to §2-218.49a of the CBE Act, set forth above. The District's Department of Small and Local Business Development ("DSLBD") determines which entities are certified as SBEs, CBEs, Small Investors, Disadvantaged Investors, and Certified Equity Participants pursuant to the CBE Act. Respondents are encouraged to exceed the District's SBE/CBE subcontracting and participation requirements. Respondents must sign the Acknowledgement Form attached as Appendix A and return to DSLBD prior to executing a disposition agreement.

Please contact Malik Edwards, Interim General Counsel, at DSLBD at (202) 727-4894 and malik.edwards@dc.gov should you require additional information regarding the CBE Act requirements.

Davis Bacon

To the extent applicable, the selected Respondents shall be required to develop the Site in compliance with the provisions of the Davis-Bacon Act, 40 U.S.C. § 276(a), and the regulations promulgated therewith. It shall be the Respondents responsibility to determine if Davis-Bacon Act is applicable.

Hotel Uses

A Respondent whose response contemplates a hotel use within the building will be required to enter into a Labor Peace Agreement as required under "Hotel Development Projects Labor Peace Agreement Act of 2002", D.C. Official Code §§ 32-851 et seq. with any labor organization that seeks to represent employees involved in hotel operations at the Site as a part of its response to the RFP. "Labor Peace Agreement" means a written agreement between the Respondent and the labor organization that contains, at a minimum, a provision prohibiting the labor organization and its members from engaging in any picketing, work stoppage, boycott, or other economic interference with the Respondent's operations or the Project. The requirement above shall be included in any request for proposals or similar solicitations by the Respondent that pertains to hotel operations at the Site.

Minimum Ground Lease Terms

Respondents should note that a ground lease with a term in excess of 20 years (inclusive of options) will require authorization of Council in accordance with D.C. Official Code § 10-801 (2012 supp.) prior to the District's execution or contractual obligation to enter into the ground lease with the selected Respondent. Respondents should be aware that the Mayor's request for Council authorization under D.C. Official Code § 10-801 must be accompanied by an appraisal, economic factors considered, and justification for the financial terms negotiated in the ground lease.

The Respondent shall be solely responsible for the costs of redevelopment, remediation, and future operation of the Site. The Respondent shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the Site, including, if applicable, possessory interest tax assessed under D.C. Official Code § 47-1005.01. Upon the expiration or early termination of the ground lease, all present and future alterations, additions, renovations, improvements and installations located on or within the building shall be deemed to be the property of the District and, upon the tenant's vacation or abandonment shall remain upon and be surrendered with the property. All movable goods, inventory, office furniture, equipment, trade fixtures and

any other movable personal property belonging to tenant that are not permanently affixed to the building shall remain the tenant's property. DMPED will not be providing any public subsidy to fill any funding gaps or shortfalls.

SOLICITATION PROCESS

DMPED is releasing this Request for Proposals (RFP) on behalf of the Government of the District of Columbia. The RFP is posted on DMPED's website: http://dmped.dc.gov/node/1148902.

Pre-Response Information Session and Site Visit

DMPED will conduct an information session and introductory site visit at 1125 Spring Road, NW, on Wednesday, July 13, 2016, at 1pm. This session is strongly recommended for all Respondents.

The tentative schedule for the Pre-Response Information Session and Site Visit is as follows:
1:00 pm – 1:15 pm: Arrive and Check-in
1:15 pm – 1:45 pm: Information and Q&A Session
1:45 pm – 3:00 pm: Site Walk

Respondents can RSVP by July 11, 2016, by emailing Tsega.Bekele@dc.gov with the name, organization, phone number, and email address of the attendee.

ALL ATTENDEES SHOULD COMPLETE THE SITE TOUR WAIVER, RELEASE, AND INDEMNIFICATION FORM THAT HAS BEEN ATTACHED AS APPENDIX B. WAIVER FORMS WILL BE COLLECTED PRIOR TO ADMITTANCE TO THE PRE-RESPONSE INFORMATION SESSION & SITE VISIT. THOSE THAT HAVE NOT COMPLETED THE WAIVER, RELEASE, AND INDEMNIFICATION FORM WILL NOT BE PERMITTED ON TO THE SITE.

RFP Proposal Submission Requirements

The District will determine, in its sole discretion, whether each response received is responsive to the RFP and acceptable. The decision of the District in this regard is final and any determination on non-responsiveness will be explained to the applicable Team(s) upon request. **Responses that do not meet the following requirements will be deemed "Non-Responsive" and will not be considered for selection.**

Format:

All responses must meet the following format requirements:

- Responses shall be prepared on 8 ½" x 11" letter-size paper, bound length-wise, with tabs to separate sections.
- Responses must respond to each RFP item in the order outlined below in the "Proposal Contents" section. Each sub-section must be separated by tabs with sub-section headings.
- Responses must not exceed a total of one hundred pages, including appendices, on fifty sheets of double-sided paper.
- Six (6) hard copies and one (1) electronic copy on flash/thumb drive.

Proposal Contents:

Tab 1: Transmittal Letter

Respondents shall provide a Transmittal Letter with their response. The Transmittal Letter should highlight key components of the Respondent Team's response. In particular it should articulate (1) the vision for the Development Parcel, which identifies any proposed tenant(s) and their use(s); (2) how the District and surrounding neighborhood will benefit from the proposed project (i.e., economic impact, job creation, public access, etc.); (3) how the project will incorporate the community goals established through the OurRFP process and outlined on pages 4-6 of this RFP; and (4) how the proposed project fits within the existing neighborhood fabric.

Tab 2: Project Team

Respondent Team Identities & Details
The Respondent's Project Team should be introduced and described. The "Project Team" is defined as the lead developer plus any other developers, tenants, and key team members, such as architects, engineers, contractors, lenders, attorneys, historians, etc. who are critical for consideration by the District.

Respondents shall identify the following key team entities:

Development Partners	*Identify any and all development partners for the project. Please identify (a) the decision making individual for the entity and, if different, (b) the day-to-day lead individual who will be available to respond to questions or requests for additional information.*
Tenant Partners	*If applicable, identify any proposed tenant(s) for the project.*
Financial Partners	*If applicable, identify any construction and permanent lenders, major investors, and other key consultants, if any, included in the financing plan.*
Design Team	*If applicable, identify any architects, engineers, consultants, etc. included as part of the proposed team.*
Other relevant team members	*If applicable, please identify.*

For each team entity identified in the section above, Respondents shall provide the following information for the point-of-contact at each entity:

Name	*First and last name*
Address	*Business address*
Telephone Number	*Business telephone number*
Email Address	*Business email address*
Title	*Business title*

Finally, Respondents shall provide an organization chart and information that clearly explains the relationship among team members, Certified Business Enterprise entities, their respective roles and contributions to the project, management structure, and the overall structure of team decision-making.

Tab 3: Litigation and Liabilities

Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults
Respondents shall provide a statement regarding any debarments, suspensions, bankruptcy, or loan defaults on real estate development projects and/or government contracts of any of the bidding team's entities or affiliates (listed above in "Respondent Team Identities & Details").

Evidence Regarding Tax Liabilities
Respondents shall provide a statement regarding any tax liabilities and other government impositions that are not current for any of the bidding team's entities (listed above in "Respondent Team Identities & Details").

Evidence Regarding Litigation
Respondents shall provide a statement regarding any ongoing or knowledge of threatened litigation in which the District is a party that relates to any team member, affiliate or to any other entity or individual having a controlling interest in the entity (or entities) that comprise Respondents. If such litigation exists, Respondents shall provide the name and civil or criminal action number of such litigation and a description of the subject matter of such litigation.

Tab 4: Organizational Documents

Organization Status
Respondents shall provide the status and roles of the primary entities (developers, tenants, etc., and whether each entity is a corporation, a non-profit or charitable institution, a partnership, a limited liability corporation, a business association, joint venture, or other) indicating under which laws they are organized and operating, including a brief history of each organization and its principals. For any entity required to file reports in the jurisdiction of its formation, include a certificate of good standing for such jurisdiction and a certificate of good standing showing that it is registered in the District.

Organizational Chart and Bios
Respondents shall provide an organizational chart showing key personnel from the primary entities (developers, tenants, etc.) and/or joint venture partners who will be working on the project and a brief biography of those key personnel that outlines qualifications and relevant experience. The chart shall include the percentage interest of each entity in the ownership structure.

Evidence Regarding Creation of Respondent
Respondents shall provide a copy of any written agreements or documents evidencing the creation of Respondent or the primary entities comprising the Respondent; however, it is not necessary to have a project-specific legal entity formed in advance of submitting a response. The principals, partners, or joint-venture partners who are part of Respondents' team must be eligible to transact business with the District and in the District.

Tab 5: Qualifications and Experience

Respondents shall exhibit their ability to deliver an economically viable project by identifying three (3) urban infill development projects comparable to the scale and program of Respondent's proposed project, with which the Respondent or their key personnel have had primary involvement. Respondents should include past projects that have a comparable mixed use component. For each relevant project, Respondents shall identify the following:

i. Development Team name;
ii. Project name or title;
iii. Location or address of project;
iv. The names and contact information for team members involved in the project, along with a description of each party's role in the project;
v. Description of project, including use(s), total square footage and number of units, keys, etc. (if applicable);
vi. Period of performance;
vii. Estimated total development costs, if project is not yet complete, OR actual total development costs, if project is complete;
viii. Projected groundbreaking and completion date, if project is not yet complete, OR actual groundbreaking and completion date, if project is complete;
ix. Proposed OR actual financing structure of the project;
x. If applicable, highlight experience in obtaining LEED or Green Communities certifications. Highlight in particular expertise in the areas of energy efficiency, on-site clean energy generation, green roofs, and/or environmentally friendly technologies;
xi. Illustrative materials that will help the District evaluate the caliber, innovation and relevant experience of the Development Team; and
xii. References (at least one per project), including names, mailing addresses, e-mail addresses, telephone numbers, and a letter authorizing each reference to respond to inquiries regarding the design, financing, development, disposition, or management of prior projects.

Tab 6: Project Concept

Respondents shall describe, in detail:

i. The overall concept and vision for the Development Parcel and describe how the vision will integrate with and enhance the surrounding community that borders the Development Parcel;
ii. Development plans (Respondents are strongly encouraged to provide conceptual design drawings that are sufficient in detail to be easily evaluated by the District, including elevations and project renderings);
iii. Each proposed use for the Development Parcel and, if applicable, the following for each use:

a. If residential, unit type, size, and area median income band targeted;
b. Name of tenant or operator;
c. Current form of agreement with tenant or operator and Letter of Intent (LOI);
d. Approximate square footage and location of the use in the building;
e. Proposed hours of operation; and
f. Whether or not the use will be accessible at any time to the public.

iv. Evidence of market demand for each of Respondent's proposed uses;
v. Respondent's property rights in other parcels, if any, that may be accretive to the project;
vi. The project's zoning strategies, including a detailed explanation and justification for any proposed variance from the zoning requirements or PUD. If applicable, Respondents should provide a schedule that fully describes each step in the approval process necessary for entitlements assumed in the response. If proposing a use on the Site that does not conform to the comprehensive plan, explain how Respondent will address this; and
vii. If applicable, the phasing plan that describes Respondent's strategy and timing for delivering various components of the project.

Respondents may submit more than one project concept and vision for the Development Parcel.

Tab 7: Community Preferences

Respondents shall describe how their proposed development plan(s) incorporates the OurRFP Community Preferences described on pages 4-6 of this solicitation. At a minimum, each proposal should incorporate and address items (i) through (iii) below:

i. As much affordable housing above the 30% minimum requirement as viable, targeting the lowest income bands and including housing reserved for senior citizens, ADA-compliant units, and opportunities for homeownership;
ii. Sustainable public space improvements that activate an upgraded 10th Street, NW, in keeping with the surrounding neighborhood feel; and
iii. Maximization of density through a Planned Unit Development, incorporation of historic elements into any designs, and development that exceeds green building requirements.

Tab 8: Affordable Housing

Any proposal that includes a development plan with a residential component shall include ADUs. The ADUs shall be constructed, rented and/or sold in accordance with an affordability covenant to be entered into with the District. Among other provisions, the affordability covenant will provide that any building containing residential units shall have a proportional distribution of unit types and sizes across multiple AMI levels, so that ADUs are not clustered in any portion (floor, section, or tier) of the development. Market rate and/or ADUs targeting senior citizens are considered an eligible residential use and must conform to the same affordability standards applicable to other residential unit types.

Regarding the provision of ADUs, Respondents shall provide a description of the following:

- The project's impact on the District's affordable housing goals and other economic development objectives;
- The integration of the ADUs within Respondent's proposed development plan. ADUs must be dispersed, not clustered, throughout the residential component(s) and mixed with market-rate units, if any;
- The rent and/or sale projections for each ADU unit type. All affordable rent payments collected by the future property owner from the tenants or third parties on behalf of tenants may not exceed the Maximum Allowable Rent for an ADU (For calculations, see Page 7);
- The number and total percentage of ADUs by AMI and unit size type and the amount and percentage of square footage devoted to ADUs; and
- The Respondent's proposed strategy for the marketing, operating and administering of ADUs in its project.

Tab 9: Project Budget Sources and Uses

Respondents shall provide a "Sources and Uses" analysis that shall include the following, at a minimum:

- Uses: A detailed project budget that breaks down all costs to be incurred to construct new improvements on the Development Parcel including hard costs (including base building costs, contingencies, furniture, fixture, and equipment costs, etc.), softs costs (including architecture fees, engineering fees, professional service fees, development fees, etc.), historic rehabilitation costs, and acquisition and financing costs.

- Sources: A breakdown of all funds (including equity, debt, fundraised capital, non-District funding, etc.) to be obtained including Predevelopment, Construction, and Permanent Financing and the assumptions used to size them (including interest rates, amortization type, period and debt coverage ratio, tax credit amounts and pricing, and all other relevant source information) for the payment of the Uses in the project.

Sources and Uses should not show any gaps or shortfalls. DMPED will not be providing any public subsidy to fill any funding gaps or shortfalls.

Tab 10: Project Development and Operating Pro Forma

Respondents shall provide a detailed development and operating pro forma for all income-producing uses proposed to be operated out of the project from pre-development through stabilization and for 10 years beyond the projected stabilization year. At a minimum, the pro forma should include a summary sheet, a detailed development budget, and a cash flow sheet. The pro forma shall be inclusive of the following calculations: return on cost, return on equity (levered and unlevered); a detailed waterfall of profits to all capital accounts; internal rates of return; and any other project-specific return metrics. All assumptions used in the financial model should be clearly stated.

Tab 11: Proposed Financing Strategy

In determining economic feasibility, Respondents should take into account all available sources of financing (e.g., tax credits) or other private or federal assistance that may benefit the project. DMPED will not be providing any public subsidy to fill any funding gaps or shortfalls. Respondents should provide:

i. Respondent's equity commitment to the project and the timing/disbursement of that commitment;
ii. A proposed project financing strategy, including a listing of all anticipated sources of construction and permanent financing (including interest rates; amortization type and period; ex-ante return on assets and equity, and internal rate of return; covenants; coverage ratios; and all other relevant information);
iii. Detailed description of which, if any, federal government funding sources the Respondent intends to attract to the project; and
iv. Satisfactory evidence of Respondent's ability to secure project debt and equity, including commitment letters from prospective investors.

Tab 12: Financial Capacity

The District seeks to evaluate Respondents' ability and willingness to invest sponsor equity and self-fund project predevelopment costs ***(Respondents are hereby put on notice that all such money expended is at the sole risk of the Respondent and under no circumstances shall the District be responsible to reimburse the same)***. Therefore, Respondents should include the following items:

i. A description of the financial capacity of Respondent's team members (including proposed tenants), in the form of annual reports, balance sheets, profit and loss statements, evidence of lines of credit and uncommitted discretionary sources of equity, and/or any other material financial statements; and
ii. A description of the amount of sponsor equity ***committed*** to the acquisition and rehabilitation of the Development Parcel.

Tab 13: Project Schedule

Respondents shall identify and describe a timetable and milestones from award through project completion. Respondent is required to complete and submit with the response the "Schedule of Performance" attached in Appendix C.

Tab 14: Statement of Minimum Terms

Respondents shall complete the Term Sheet attached as Appendix D, which Term Sheet shall serve as the basis for negotiations of a disposition agreement with the selected Respondent. The Development Team may propose both or either a ground lease and/or the purchase of a fee interest of the Development Parcel for the District's consideration.

Tab 15: Community & Stakeholder Outreach

The District is committed to maximizing community benefits for its residents and expects Respondents to consider and incorporate stakeholder and community preferences into their project, to the extent practical. In view of this commitment, Respondents must present:

i. A detailed description of the activities and strategies completed to date that demonstrate the Respondent's efforts to work with the local community and stakeholders to ensure their meaningful involvement in the submitted response; and
ii. A detailed description of the post-award approach and strategies to working with the local community and stakeholders to ensure their meaningful involvement in the development process.

Tab 16: First Source, Certified Business Enterprises, and Local Hiring

First Source & Certified Business Enterprises
Respondents must complete the Form of Acknowledgement attached as Appendix A. Please refer to the "District of Columbia Policy Goals & Requirements" section of this RFP for details regarding the First Source Agreement and the Certified Business Enterprise Agreement that the selected Development Team Respondent shall enter into with the District.

Local Hiring & Opportunities
Respondents are encouraged to incorporate in their responses the following:

i. Employment and business opportunities for local residents and businesses.
If included, Respondents are asked to submit detailed plans for apprenticeship programs that facilitate placing existing District residents into employment opportunities within the project. The commitment and strategy to develop and implement a local apprenticeship program shall be in accordance with D.C. Official Code §§ 32-1401 et seq. Please contact DOES at 202.698.5099 for more information.

ii. Opportunities for District neighborhood-based business to participate in the project.
If included, evidence of the inclusion of such businesses should be submitted in the form of written confirmation from such neighborhood-based businesses and shall include the scope and details of the said businesses' involvement in the project.

Tab 17: Hotel Uses (if applicable)

A Respondent whose response contemplates a hotel use within the building shall enter into a Labor Peace Agreement as required under "Hotel Development Projects Labor Peace Agreement Act of 2002", D.C. Official Code §§ 32-851 et seq. with any labor organization that seeks to represent employees involved in hotel operations at the Site as a part of its response to the RFP. Respondents shall provide a copy of the executed Labor Peace Agreement.

"Labor Peace Agreement" means a written agreement between the Respondent and the labor organization that contains, at a minimum, a provision prohibiting the labor organization and its members from engaging in any picketing, work stoppage, boycott, or other economic interference with the Respondent's operations or the Project.

Tab 18: Response Summary for Distribution to the Community

Respondents shall provide a summary of their response that may be shared with the local community and stakeholders. Summaries should not exceed 300 words or one page "flyer."

Amount:	$50,000
Format:	Standby, irrevocable letter of credit (See Appendix E for form.)
Due At:	RFP response submission
Conditions:	If a Respondent's response is not selected, the letter of credit shall be returned to the Respondent. If a Respondent's response is selected, the letter of credit will be considered a non-refundable deposit, only to be returned upon the Respondent's successful completion of Closing as determined by the District through the terms of the disposition agreement.

Submission Directions

Six (6) hard copies and one (1) electronic version on a flash/thumb drive in PDF and Excel formats, of the response and the Deposit, must be submitted by 3:00 P.M. on Friday, October 14, 2016. Such responses must be identified by "1125 Spring Road, NW – RFP" on the envelope and delivered to the following address:

Office of the Deputy Mayor for Planning and Economic Development
The John A. Wilson Building
1350 Pennsylvania Avenue, NW
Suite 317
Washington, D.C. 20004
Attn: Tsega Bekele, Project Manager

EVALUATION PROCESS

Selection Recommendation Panel

A multi-agency Selection Recommendation Panel ("Panel") may be established to review and evaluate the responses. If established, the composition of the Panel will be determined by the District, in its sole discretion. DMPED and/or the Panel may consult with professional consultants, advisors, and other stakeholders for technical assistance. DMPED and/or the Panel will evaluate each response, taking into account the information provided in response to the RFP and the best interests of the District.

Evaluation Criteria

Successful proposals will demonstrate that the Respondent has (i) a proposed use(s) for the Development Parcel that are consistent with District's Policy Goals and Requirements and the Community Preferences identified through the OurRFP Process; and (ii) the financial capacity and ability to successfully close the transaction and offer an attainable redevelopment timeline to convert the Development Parcel to its optimal utility.

Among other factors, responses will be evaluated for completeness, market feasibility, innovative ideas, strength of community benefits, and the strength of the financial response. The basis upon which Respondents will be measured includes, but is not limited to, the following:

Attainment of District Goals

The District will more highly rate proposals that provide:

i. As much affordable housing above the 30% minimum requirement as viable, targeting the lowest income bands and including housing reserved for senior citizens, ADA-compliant units, and opportunities for homeownership;
ii. Sustainable public space improvements that activate an upgraded 10th Street, NW, in keeping with the surrounding neighborhood feel; and
iii. Maximization of density through a Planned Unit Development, incorporation of historic elements into any designs, and development that exceeds green building requirements.

Additionally, the District will give strong consideration to Respondents who achieve and exceed the following District policy goals by:

i. Maximizing the overall economic benefit to the District, including:
   - Maximizing the development envelope such as through modification of current zoning;
   - Maximizing value to the District through incremental property and sales taxes and/or land value proceeds (paid by Respondent to the District); and
   - Maximizing community benefits, including affordable housing and job creation and/or apprenticeship programs for District residents, particularly for residents within 1-mile of the Site.

ii. Seeking the least amount of subsidy (either through a reduction in land value or through other District or federal public financing tools) to fill anticipated financing and/or investment gaps in the Project's capital structure.

iii. Providing Ward 4 and Ward 1 residents and businesses with opportunities to participate in the Project. Evidence of the inclusion of such businesses shall be in the form of written confirmation from such neighborhood-based businesses which shall include the scope and details of the said businesses' involvement in the Project.

Project Financial Feasibility and Team's Financial Capacity

Teams whose responses satisfy the following criteria may be eligible for stronger evaluations:

i. Demonstrate that they possess the financial resources to execute the project requirements;

ii. Provide realistic and achievable funding plans, including sources and uses tables and multi-year pro-forma development budgets;

iii. Display a willingness to provide the District with fair consideration for its real property assets. Land payment(s) to the District will be strongly considered;

iv. Demonstrate significant investments of "at risk" capital during the pre-development and development process; and

v. Exhibit a willingness to provide the District with a meaningful guarantee regarding payment and performance through final project completion.

Announcement and Best and Final Offer Submission

Announcement of Short List

Upon review of the responses, DMPED and/or the Panel may, at its sole discretion, identify a short list of Respondents and has the sole and absolute discretion to conduct discussions with all, or some, of the Respondents on the short-list via Best and Final Offer submissions. DMPED will contact all Respondents and inform them of the results of the selection review process.

Best and Final Offer Submission

Upon review of the responses, DMPED and/or the Panel may, at its sole and absolute discretion, conduct discussions with all, or some, of the Respondents via Best and Final Offer submissions. If Respondents are asked to submit a Best and Final Offer, Respondents are expected to adhere to the additional guidance provided by DMPED and submit a final revised proposal for DMPED's final consideration. Upon receiving the Best and Final Offer, DMPED reserves the right to have additional rounds of requests for information, and conduct further discussions and negotiations if the Best and Final Offers lack adequate information to reach a final selection. At DMPED's sole discretion, Respondents may be asked to present their Best and Final Offers to the community to gain additional community feedback.

Final Selection & Notice

Following receipt of any additional information, if requested, DMPED may submit, in its sole and absolute discretion, one or more responses, as modified through any negotiations, to the Mayor as a recommendation. The Mayor, in her absolute discretion, may accept the recommendation. Upon acceptance of a recommendation by the Mayor, DMPED shall notify the selected respondent(s), if any. Ultimately, the Mayor will submit the proposed transaction to the Council of the District of Columbia ("Council") for its approval in accordance with applicable District law (see the "Disposition Agreement & Approval" section in this RFP for more details).

DMPED reserves the right, at its sole and absolute discretion, to reject any proposal it deems incomplete or unresponsive to the submission requirements. DMPED also reserves the right, at its sole and absolute discretion, to reject all proposals and re-advertise at a later date. If a submission is deemed incomplete, that Respondents' letter of credit will be returned. In the event that DMPED determine that it should reject all submissions, all deposits will be refunded.

DMPED reserves the right to make the final development selection on the basis of initial Proposals without discussions with the Respondents. Accordingly, Respondents' initial Proposals should contain their best terms from the standpoint of the evaluation factors identified in this RFP. However, DMPED also reserves the right, in its sole and absolute discretion, to conduct discussions with all, or some, of the Respondents and solicit revised Proposals and Best and Final offers in order to make the final selection on the basis of such revised Proposals.

Post-Selection Due Diligence

Following receipt of notification from the DMPED of the selection, the selected Respondent shall execute a right of entry agreement with the District to allow the selected Respondent to begin due diligence and studies on the Site.

Disposition Agreement & Approval

If one Respondent is thereby chosen for commencement of negotiations, the selected Respondent may be requested by the District to proceed to negotiate a disposition agreement. If the District and selected Respondent are unable to execute a disposition agreement within one hundred and eighty (120) days after the date of selection, the District, in its absolute and sole discretion, may terminate negotiations and select a different Respondent who responded to the RFP, re-issue the RFP, issue a modified RFP, or take such other measures as it deems reasonable, appropriate, or necessary. **All costs incurred by the Respondents in responding to this RFP and in performance of due diligence and predevelopment work shall be at Respondents' sole cost and expense. Under no circumstances shall the District be responsible for the reimbursement of any such costs.**

The District, through DMPED, and the selected Respondent will attempt to negotiate in good faith a disposition agreement which shall incorporate the requirements contained in this RFP, the Term Sheet (see Appendix D), and such other terms as may be required by DMPED or may be agreed to by DMPED and the selected Respondent. Upon completion of the parties' negotiation, DMPED will recommend such Respondent and proposed business terms to the Mayor. If the Mayor agrees with DMPED's recommendation, then the Mayor will submit the proposed transaction to the Council of the District of Columbia ("Council") for its approval of the disposition of the property in accordance with D.C. Official Code § 10-801 (2008 Supp.). **In accordance with D.C. Official Code § 10-801, the District is not authorized to convey or lease any real property unless and until authorized by the Council.**

TRANSACTION TERMS

Site Condition

As-Is Condition
The Site shall be conveyed in "as-is" condition, without representation or warranty by the District as to physical or environmental condition of the land or any existing structures.

Soil or Subsurface Conditions
Notwithstanding prior studies available for Respondents' review, the District makes no representations regarding the character or extent of soil or subsurface conditions or the conditions and existence of utilities that may be encountered during the course of any work, development, construction or occupancy of the building.

Environmental Remediation

Respondents will be responsible at their sole cost and liability for any environmental remediation that may be associated with removal or disturbance of existing improvements or other preparation of the Site.

Predevelopment and Development Costs

Respondents should draw independent conclusions concerning conditions that may affect the methods or cost of development.

- **Respondents shall be solely responsible for all pre-development (including possible demolition of existing improvements, environmental remediation costs and due diligence studies such as traffic, geotechnical, storm water management, historic preservation reviews, and other site preparations) and project development costs.**
- Respondents shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time, including, without limitation.

The District expects Respondents to proceed immediately with predevelopment work upon selection, in order to meet the dates in Appendix C (Sample Schedule of Performance). All funds expended on due diligence and predevelopment work during negotiation with the District by Respondent shall be at their sole risk; under no circumstances shall the District be responsible for the reimbursement of any such costs even if the project is not successfully completed due to no fault of Respondent.

RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

Reservation of Rights

The District reserves the right, in its sole discretion and as it may deem necessary, appropriate, or beneficial to the District with respect to the RFP, to:

- Cancel, withdraw or modify the RFP prior to or after the response deadline;
- Modify or issue clarifications to the RFP prior to the response deadline;
- After review of one or more responses, the District may request submission of additional information from some or all Respondents;
- The District may request one or more Respondents to modify its response(s), provide additional information, or provide a "Best and Final Response" for the District's review;
- Enter into negotiations with one or more Respondents based on responses submitted in response to the RFP;
- Begin negotiations with the next preferred Respondent in the event that a development agreement cannot be executed within the allotted period of time for negotiations with a prior selected Respondent;
- Make and memorialize modifications to any response in the form of a Memorandum of Understanding between the District and Respondents during the course of best and final negotiations between the District and the Respondents;
- Reject any responses it deems incomplete or unresponsive to the RFP requirements;
- Reject all responses that are submitted under the RFP;
- Terminate, in its sole and absolute discretion, negotiations with any Respondents if such Respondents introduce comments or changes to a development agreement that are inconsistent with its previously submitted response materials; and
- Modify the deadline for responses or other actions; and (i) Reissue the original RFP, (ii) issue a modified RFP, or (iii) issue a new RFP, whether or not any responses have been received in response to the initial RFP.

Conflicts of Interest

Disclosure

By responding to this RFP, Respondents are representing and warranting the following to the District:

i. The compensation to be requested, offered, paid or received in connection with this RFP 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 RFP or otherwise;

ii. No person or entity currently or formerly employed by the District or otherwise involved in preparing this RFP on behalf of the District: (i) has provided any information to Respondents that was not also available to all entities responding to the RFP; (ii) is affiliated with or employed by Respondents or has any financial interest in Respondents; (iii) has provided any assistance to Respondents in responding to the RFP; or (iv) will benefit financially if Respondents are selected in response to the RFP; and

iii. Respondents have not offered or given to any District officer or employee any gratuity or anything of value intended to obtain favorable treatment under the RFP or any other RFP, or contract, and Respondents have not taken any action to induce any District officer or employee to violate the rules of ethics governing the District and its employees. Respondents have 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 RFP. As used herein, "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, and transportation (other than that contemplated by this RFP, if any, or any other contract with the District) which might tend to obligate a District employee to Respondent, 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.

On-going Reporting

Respondents 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 Respondent's employee, officer, agent, subcontractor, labor official, or other person for any purpose which may be related to the procurement of the RFP by Respondents, or which may affect performance in response to the RFP in any way.

Miscellaneous Provisions

Notice of Modifications

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

Change in Respondents' Information

If after a Respondent has provided a response to the District, information provided in a response changes (e.g., deletion or modification to any of Respondents' team members or new financial information), Respondents must notify the District in writing and provide updated information in the same format for the appropriate section of the RFP. The District reserves the right to evaluate the modified response, eliminate Respondents from further consideration, or take other action as the District may deem appropriate. The District will require similar notification and approval rights of any change to Respondents' response or Development Team following award, if any.

Ownership and Use of Responses

All responses shall be the property of the District. The District may use any and all ideas and materials included in any response, whether the response is selected or rejected.

Restricted Communications

Upon release of this RFP and until final selection, Respondents shall not communicate with DMPED or District staff about the RFP or issues related to the RFP except as permitted under this RFP.

Selection Non-Binding

The selection by the District of a Respondent indicates only the District's intent to negotiate with a Respondent, and the selection does not constitute a commitment by the District to execute a final agreement or contract with the Respondent. Respondents therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on the District for any costs or liabilities incurred as a result of responding to this RFP.

Confidentiality
Responses and all other information and documents submitted in response to this RFP 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 (e.g., trade secrets and commercial or financial information obtained from outside the government, to the extent that disclosure would result in substantial harm to the competitive position of the person from whom the information was obtained).

If Respondents provide information that they believe is exempt from mandatory disclosure under FOIA ("exempt information"), Respondents shall include the following legend on the title page of the response:

"THIS RESPONSE 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 Respondents believe is exempt from mandatory disclosure under FOIA, Respondents shall include the following separate legend:

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

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

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

Non-Liability
By participating in the RFP process, Respondents 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 RFP.

Other Limiting Conditions

Withdrawal & Cancellation
If at any time after the District selects a specific Respondent and executes a disposition agreement with the Respondent, and the Respondent does not proceed with the project, then the Respondent must notify the District in writing and provide reasons for its decision. The selected Respondent wishing to withdraw may be subject to the loss of part or all of any deposits previously provided to the District and may be responsible for certain costs previously waived by the District, in addition to any other remedies available to the District under the disposition agreement, or by law. If the District is unable to convey the Development Parcel for any reason, all deposits will be returned to the Respondent and the District shall be released from any and all further liability.

"Stand-Alone" Projects
The development of the Site is expected to be a "stand alone" project, in that Respondents are prohibited from cross collateralizing and cross defaulting the Site, or any portion thereof, with any other assets. Moreover, Respondents are prohibited from assigning, pledging, hypothecating, or otherwise transferring its interest in the net cash flows or ownership in the Site and project in part, or in whole, without prior District approval. Any additional debt shall require prior written District approval. This limitation shall apply until final completion of the project.

Disclosure of Fees
Respondents shall disclose all development management fees, general contracting fees, construction management fees, property management fees, and other fees that are paid to Respondents or affiliated parties during the life of the project. Failure to do so may result in the District terminating, in its sole and absolute discretion, negotiations with a Respondent or terminating the project.

Restrictions

The District is subject to various laws, rules, policies and agreements that impose legal and ethical constraints upon current and former District employees and consultants with regard to post-employment restrictions vis-a-vis such employee's or consultant's involvement in District-led projects. In particular, restrictions include but are not limited to the following guidelines:

i. All Respondents, its members, agents, or employees, are prohibited from: (i) making responses of employment, (ii) conducting any negotiations for employment, (iii) employing or, (iv) entering into contracts of any sort, with current employees, consultants, or contractors to the District who are personally and substantially involved in any aspect of this RFP;

ii. Respondents must disclose in their initial responses the names of any member, employee, or agent who within three (3) years prior to the publication of this RFP were District employees, consultants, or contractors to the District. On a continuing basis, Respondents will be required to provide the District with regular and periodic notices of any and all new hires of employees, contracted agents, or consultants within five (5) days of any such hire;

iii. This provision shall apply to all Respondents during the conduct of this competition, and will subsequently apply to the selected Respondent until such time as final completion of the development of the project;

iv. Required disclosures and notices notwithstanding, failure to comply with any obligation described in this provision may result, in the District's sole and absolute discretion, in Respondents' disqualification from consideration under this RFP, the rescission of a Respondent's award, and/or termination of any agreement between a Respondent and the District.

QUESTIONS

All questions regarding this RFP must be submitted via e-mail only to Tsega.Bekele@dc.gov. Respondents shall not direct questions to any other person within the District except as allowed elsewhere in this RFP. Responses to Respondent questions will be aggregated and posted on the DMPED website: http://dmped.dc.gov/ prior to the submission deadline.

APPENDIX A | FORM OF ACKNOWLEDGEMENT

Respondent hereby acknowledges that, if selected by the District to negotiate a disposition agreement, Respondent will enter into a First Source Employment Agreement with the District's Department of Employment Services ("DOES"), pursuant to D.C. Official Code §10-801(b)(7) and D.C. Official Code § 2-219.03 and Mayor's Order 83-265.

Respondent hereby acknowledges that, if selected by the District to negotiate a disposition agreement, Respondent will enter into a Certified Business Enterprise ("CBE") Agreement with the District's Department of Small and Local Business Development ("DSLBD"). Pursuant to D.C. Official Code §10-801(b)(6) and D.C. Official Code §§ 2-218.01 *et seq*.,, the selected Respondent will enter into an agreement that shall require the Respondent to, at a minimum, contract with Certified Business Enterprises for at least 35% of the contract dollar volume of the project, and shall require at least 20% equity and 20% development participation of Certified Business Enterprises.

The selected Respondent shall enter into a legally binding Letter of Intent ("LOI") or comparable legally binding agreement between the master developer and the CBE partners that demonstrate that the CBE partners meet or exceed the 20% participation goal established by DSLBD. The CBE partners must be certified by DSLBD and documentation showing certification must be made available to the Deputy Mayor's Office for Planning & Economic Development upon request. LOIs should include the following:

i. Identify the CBE partners;
ii. The percentage of equity and development participation of each CBE partner;
iii. A description of the role and responsibilities for each CBE partner; and
iv. A description of the anti-dilution provisions for the benefit of the CBE partners that will be applied at all stages of the project.

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

_____

APPENDIX B | SITE TOUR WAIVER, RELEASE, AND INDEMNIFICATION

I, _____,
(print name)
hereby affirm that I have carefully read this (the "**Release**") in its entirety. By my signature below, I agree to each and every term and condition of this Release.

1. I acknowledge that the District of Columbia (the "**District'**) is the owner of the real property known as 1125 Spring Road, NW, or Lots 804 and 807 in Square 2902, with all improvements located thereon (the "**Property**").

2. I acknowledge and understand that the District has issued a Request for Proposals ("**RFP**") for the Property and that the District, acting by and through the Office of Deputy Mayor for Planning and Economic Development ("**DMPED"**), is offering potential Respondents to said RFP an opportunity to view the Property in which the potential applicant is interested at an "open house," and, further, that the opportunity to view the Property does not constitute an response, representation, warranty or any other agreement on the part of the District with regard to the Property viewed.

3. I represent that I am attending the tour for the Property at the date and time stated:

_____, 2016 from _____ AM / PM – _____ AM / PM

4. I hereby agree to abide by the orders and directions of the representative(s) of DMPED at the tour for the Property. If I fail to comply with such orders or directions, DMPED may, in its discretion, demand that I leave the Property in which event I agree to do so immediately and without causing a disturbance.

5. I hereby acknowledge that the Property may be, either entirely or in part, in a state of disrepair or otherwise hazardous. I hereby assume all risks and accept full responsibility for any and all damage to myself or others arising from or related to my presence on the Property in connection with the tour. I understand and agree that neither I, my heirs, personal representatives, successors, grantees, and assigns, or anyone claiming any interest through me, will bring any legal action whatsoever against the District, its officials, officers, employees, and agents as a result of any damage, injury, loss or death to myself or my property that arises out of my presence on the Property in connection with the tour.

6. I hereby indemnify and hold harmless the District, its officials, officers, employees, and agents from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including reasonable attorney's fees), of whatsoever kind and for injury, including personal injury or death of any person or persons, and for loss or damage to any property caused by or occurring in connection with, or in any way arising out of my presence on the Property pursuant to this Release. If any action or proceeding as described in this paragraph is brought against the District, its officials, officers, employees, or agents for which I bear responsibility as expressly provided under this Release, upon written notice from the District, I shall, pay any fees, costs or expenses incurred by the District to resist or defend such action or proceeding.

7. I hereby acknowledge and agree that the assumption of risk, promise not to sue, waiver of liability, and indemnification provided for in this Release includes loss, injury or damage as a result of the negligent acts or omissions by the District, its officials, officers, employees, and agents.

8. I hereby agree that nothing in this Release shall be deemed to waive any rights of any kind that the District now has, or may hereinafter have, to assert any claim against me, including, without limitation, claims with respect to any and all past events or entry on the Property.

9. I hereby agree that if any provision of this Release is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Release. The remaining provisions of this Release shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Release.

10. I hereby agree that this Release shall be construed under the laws of the District of Columbia without reference to conflicts of laws principles;

11. I hereby waive (i) any objection to the venue of any action filed in any court situated in the jurisdiction in which the Property is located, (ii) any right, claim, or power, under the doctrine of forum non conveniens or otherwise, to transfer any such action to any other court, and (iii) trial by jury in any action, proceeding, claim, or counterclaim brought in connection with any matter arising out of or in any way connected with this Release.

12. I hereby agree that this Release shall be binding upon my heirs, personal representatives, successors, grantees, and assigns.

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

_____

WITNESS:

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

_____

APPENDIX C | SAMPLE SCHEDULE OF PERFORMANCE

(To be completed and submitted with Proposal)

Milestone	Completion Date	Party Responsible
Final Selection & Notice	Spring 2017	DMPED
Submission of Disposition Agreement and supporting exhibits for Council approval		Developer
Execution of Disposition Agreement (subject to Council approval of surplus and disposition legislation)		DMPED & Developer
Submission of Disposition Agreement Payment		Developer
Submission of Application to the DC Historic Preservation Review Board		Developer
Submission of Application to the Zoning Commission (if applicable)		Developer
Permit Drawing Submission to DMPED		Developer
Permit Drawing Submission to DCRA		Developer
Building Permit Issuance		Developer
Closing and Submission of Closing Payment		Developer
Construction Commencement		Developer
Substantial Completion of Construction		Developer
Certificate of Occupancy Issued		Developer

APPENDIX D | STATEMENT OF MINIMUM BUSINESS TERMS

Disposition of 1125 Spring Road, NW
(Square 2902, Lots 804 and 807)

Lessor/Seller	Government of the District of Columbia, acting by and through the Deputy Mayor for Planning and Economic Development (the "**District**")
Lessee/Purchaser/Developer	Entity Name: _____
Description of Real Property	The parcels of land known for tax and assessment purposes as Lots 804 and 807 in Square 2902 (the "**Development Parcel**").
Disposition Structure	The Development Parcel may be conveyed by the District to the Respondent via a ground lease term to be determined, but no less than 20 years under DC Official Code § 10-801(b)(8)(C), or, the Development Parcel may be conveyed by the District to the Respondent in fee (via Special Warranty Deed) pursuant to DC Code § 10-801(b)(8)(F). Respondent proposes the following Conveyance Structure: _____
Disposition Agreement Payment	In consideration of the District entering into the disposition agreement, Developer shall pay to District $ _____ at the time of executing the disposition agreement (the "**Disposition Agreement Payment**"). The Disposition Agreement Payment shall be placed in escrow until Closing but shall not be refundable, except in event of District default under the Disposition Agreement.
Closing Payment	In partial consideration of the District's conveyance of the Development Parcel to the Developer, Developer shall pay to District $_____ at the time of Closing (the "**Closing Payment**"). The Closing Payment shall not be refundable.
Purchase Price (If fee simple acquisition)	Developer shall pay to District $_____ for fee simple conveyance of the Development Parcel.
Purchase Price Payment	*Developer to propose payment structure of Purchase Price:*
Annual Base Rent (If ground lease)	Developer shall pay to District $_____ in annual base rent.
Annual Base Rent Escalation	Annual base rent shall increase by ___% on (i) the ____ anniversary of the Closing date and (ii) shall increase ___% every subsequent ____ anniversary of the initial rent escalation date during the term of the ground lease.
Rent Payment Terms	Rent payments shall commence at Closing. *Developer to propose annual payment terms:*
Redevelopment and Operational Costs	The Developer shall be solely responsible for the costs of redevelopment and future operation of the Development Parcel. The Developer shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the Development Parcel, including, if applicable, possessory interest tax assessed under D.C. Official Code § 47-1005.01.
Conditions of Closing	In addition to the other District standard conditions of Closing, the District's obligation to convey the Development Parcel is conditioned upon: • The District's approval of the Developer's design, budget and project financing plan; • Developer's obtaining financing and equity to fund 100% of the development; • Developer's providing the District development and completion guaranties and

	land note guaranties to the District's satisfaction; • Developer having received all necessary zoning approvals or any zoning relief deemed necessary to accomplish the Project. • Developer having received all necessary permits and other approvals required for commencing construction of the project.
Developer Financing	Developer shall be responsible for obtaining financing and equity to fund 100% of the Development Program. The District agrees to cooperate with Developer in connection with Developer's proposed financing of the Development Program pursuant to a project funding plan (approved by the District). The District shall not be obligated to extend any additional loan to Developer or grant any funds to Developer in connection with the financing of the Development Program by Developer, and the District shall incur no liability whatsoever should Developer fail to obtain or close on financing for the Project.
Affordable Housing	In the event that the Development Parcel is being developed as a residential project, the District requires that the development team comply with the applicable Inclusionary Zoning affordable housing requirements, and the requirements of the Disposition of District Land for Affordable Housing Amendment Act of 2014 (D.C. Act 20-485) ("ADU Act"). Complete per Proposal: Respondent proposes _____% of the housing units will include affordable units, with _____% at _____% AMI; ____% at _____% AMI; ____% at _____% AMI.
Green Building Requirements	Developer shall construct the project improvements in accordance with the *Green Building Act of 2006*, D.C. Official Code § 6-1451.01, *et seq.* (2007 Supp.) and DC's Stormwater Management Program stated in 21 DCMR, Chapter 5. In addition, Developer must submit with its building permit application a LEED checklist indicating that the Improvements are designed to include sustainable design features such that the Improvements meet the standards for certification as a LEED building the appropriate LEED certification level per to the requirements of the Green Building Act. Developer must also register the building with the U.S. Green Building Council, must construct the Improvements in accordance with the building permit, and must use commercially reasonable efforts to obtain LEED certification at the appropriate LEED certification level per to the requirements of the Green Building Act for the Improvements once construction has been completed. Complete per Proposal: Respondent proposes to deliver a project with the following sustainability considerations/green building level: _____
Design Review	District shall have the right to approve project plans and drawings related to the design, development, and construction of the improvements on the Development Parcel to ensure the quality and compatibility of the proposed improvements.
Post-Closing Requirements	Developer shall be bound by the requirements of a Construction & Use Covenant and the Land Note to be attached to the Disposition Agreement, which may be amended with the approval of the District.

The terms of the disposition and ground lease or fee simple transfer shall be consistent with the terms of this Statement unless the District otherwise agrees in writing, in its sole and absolute discretion.

RESPONDENT:

BY:_____

Name:

Title:

ISSUER:
[Name of bank]
[Bank address]

Date of Issue: [Month, day, and year of issue]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [Letter of credit number]

Beneficiary

District of Columbia, by and through
The Office of Deputy Mayor for
Planning and Economic Development
1350 Pennsylvania Avenue, NW. Suite 317
Washington D.C. 20004
Attention: Deputy Mayor for Planning
and Economic Development

Applicant

[Name of developer]
[Address of developer]

AMOUNT: $[Letter of credit amount]

EXPIRY DATE: [Letter of Credit month, day, and year of expiration] subject to renewal provisions herein
PROJECT: 1125 Spring Road, NW

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit [Letter of credit number] ("Letter of Credit") in favor of Beneficiary for the account of Applicant up to an aggregate amount of _____U.S DOLLARS (U.S. $ [Letter of credit amount]) available for payment when accompanied by the following three items:

1. A draft at sight drawn on [Name of bank] duly endorsed on its reverse thereof by a duly authorized representative of the Beneficiary, specifically referencing this Letter of Credit Number [Letter of credit number];

2. The original of this Letter of Credit; and

3. A dated statement issued on the letterhead of Beneficiary, stating: "The amount of this drawing is $_____, drawn under Irrevocable Standby Letter of Credit No. [Insert Number] and represents funds due and owing to the District of Columbia." Such statement shall be conclusive as to such matters and Issuer will accept such statement as binding and correct. Issuer shall have no right, duty, obligation or responsibility to evaluate the performance or nonperformance of any underlying agreement between Applicant and Beneficiary before performing under the terms of this Letter of Credit.

This Letter of Credit shall automatically renew for a one year term upon the Anniversary of the expiry date set forth above (The "Anniversary Date") until [insert date] unless (i) earlier released by Beneficiary in writing or (ii) Issuers delivers written notice to both Applicant and Beneficiary that this Letter of Credit will not be renewed on the Anniversary Date upon which this Letter of Credit will no longer be renewed. Notwithstanding any terms and/or conditions to the contrary, this Letter of Credit will expire no later than [Letter of Credit month, day, and year of expiration].

If a drawing made by Beneficiary under this Letter of Credit reaches the address provided on this Standby Letter of Credit via Courier (FEDEX or DHL) on or prior to 1:00 PM (Eastern Time) on a Business Day (Defined below) and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds, on the same Business Day. If a drawing is made by Beneficiary under this Letter [Letter of credit number] of Credit after 1:00 pm (Eastern Time) on a Business Day and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds on the next Business Day. If requested by Beneficiary, payment under this Letter of Credit

may be deposit of immediately available funds into an account designated by Beneficiary. As used herein, the term "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institution in the District of Columbia are authorized or required by law to close.

Drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented by the Mayor, City Administrator, Deputy Mayor for Planning and Economic Development, or one of their duly authorized representatives, on or before the Expiry Date to Issuer's office at the address of Issuer set forth above.

This undertaking is issued subject to the International Standby Practices 1998 ("ISP98'). As to matters not expressly governed by ISP98, this Letter of Credit is governed by and shall be construed in accordance with the laws of the District of Columbia.

This Letter of Credit set forth in full terms of our undertaking. This undertaking shall not in any way be modified, amended, amplified or incorporated by reference to any document, contract or other agreement, without the express written authorization of Issuer, Beneficiary and Applicant.

Should you have occasion to communicate with us regarding the Letter of Credit, kindly direct your communication to the attention of Letters of Credit Dept. to the address aforementioned stating as reference our Standby Letter of Credit Number [Insert Letter of Credit Number].

Truly Yours,

_____ _____

Authorized Signature Name (printed)

US Department of Housing and Urban Development Section 8 Existing Housing Allowances for Tenant Furnished Utilities and Other Services						4/1/2016
Washington, DC			High Rise			
Utility or Service	Monthly Dollar Allowance					
	EFF.	1BR	2BR	3BR	4BR	5BR
Heating						
a. Natural Gas	$24	$32	$40	$48	$56	$64
b. Bottle Gas						
c. Oil	$52	$69	$86	$103	$121	$138
d. Electric	$72	$96	$121	$145	$169	$193
Air Conditioning	$9	$12	$15	$18	$21	$24
Cooking						
a. Natural Gas	$11	$12	$15	$17	$19	$20
b. Electric	$12	$15	$21	$26	$30	$33
c. Bottle Gas						
Other Electric: Lighting, Refrigeration, etc	$27	$36	$45	$54	$63	$72
Water Heating						
a. Natural Gas	$9	$15	$21	$26	$31	$41
b. Electric	$10	$20	$30	$40	$50	$70
c. Bottle Gas						
d. Oil	$9	$18	$28	$37	$46	$65
Water	$13	$26	$39	$52	$65	$90
Sewer	$17	$35	$52	$70	$87	$122
Trash Collection						
Excess Charges						
Window Air Conditioner	$7	$7	$7	$7	$7	$7
Washer	$7	$7	$10	$12	$14	$16
Freezer	$5	$5	$5	$5	$5	$5
Dryer	$7	$7	$11	$13	$16	$18
Dishwasher	$4	$4	$4	$5	$5	$6
Name of Family	Utility or Service			Per Month		
	Heating					
	Air Conditioning					
	Cooking					
	Other Electric					
	Water Heating					
	Water					
	Sewer					
	Trash Collection					
	Range					
	Refrigerator					
Address of Unit	Other (specify)					
Number Of Bedrooms	Total					

*** Cost per appliance per month based on an annualized cost derived from data from the U.S. Department of Energy's Efficiency and Renewable Energy Clearinghouse and the General Services Administration**

**** Washer and dishwasher charges will not be assessed until further notice.**