



Franklin School

925 13th Street NW | Square 0285, Lot 0808
*A Historic Revitalization Opportunity in the Heart of
Downtown DC*

Release Date: **Monday, February 9, 2015**
Phase I RFQ Submission Deadline: **March 23, 2015**

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: Lee Goldstein, Project Manager



REQUEST FOR QUALIFICATIONS

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

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

PROJECT DESCRIPTION

The Opportunity

The Government of the District of Columbia (the “District”), through the Office of the Deputy Mayor for Planning and Economic Development (“DMPED”), seeks to rehabilitate the existing, approximately 51,000 square gross feet (approximately 33,000 to 38,000 usable square feet)*, historic Franklin School building, located at 925 13th Street, NW, Washington, DC 20005; and to reuse the rehabilitated facility for a suitable use that is compatible with the building’s historic character. The redevelopment of the Franklin School presents an extraordinary opportunity for a flagship presence in the heart of the District of Columbia.

DMPED invites qualified teams comprised of one or more entities (“Respondents”) to respond to this Request for Qualifications (“RFQ”) as part of the first phase of a two-phase process for the disposition and redevelopment of the historic Franklin School building (“the Franklin School”). Ultimately, the District is seeking to partner with a Respondent that is capable of (a) conducting or overseeing the rehabilitation work needed at the Franklin School AND (b) reusing the rehabilitated Franklin School. Development teams are not required to partner with a tenant in Phase I, but will be asked to present a track-record in placing tenants in and/or operating similar projects. In Phase II, teams will be asked to provide a more definitive partnership with a tenant, if not already provided in Phase I.

Phase I consists of evaluating submissions provided in response to this RFQ and selecting qualified candidates to proceed to Phase II. Qualified candidates will have the proven development aptitude, track record, and financial capacity to redevelop the Franklin School. Both nonprofit and for-profit entities (i.e. office, institutional, residential, hotel, and educational users) are invited to submit responses. However, Respondents who submit responses that do not show a capacity and capability of conducting or overseeing the rehabilitation of the Franklin School will be deemed “Non-Responsive.”

Once qualified Respondents are identified, these candidates will be placed on a short list and will advance to Phase II where they will be invited to respond to a subsequent Request for Proposals (“RFP”).

The **Phase II** RFP will broadly consist of preparation and submission of more detailed project plans for the Franklin School and a substantiated commitment from a tenant, if not already provided. Concept plans will be reviewed in greater detail with a particular focus on the unique historic preservation needs of the Franklin School; and the tenant will be evaluated for financial viability and their compatibility with the building’s historic character. Respondents will be allowed greater access to the building during this phase in order to develop a more detailed construction budget.

The Franklin School is a landmark listed on the DC Inventory of Historic Sites; therefore, all renovations will be required to be in conformance with all applicable historic preservation laws.

It is anticipated that the tenant(s) will execute a lease with the District as landlord. DMPED will consider leases with an initial term of anywhere from 20 to 50 years, with the possibility of option terms beyond the initial period.

** Square footage numbers are estimates and should be independently verified.*

The Timeline

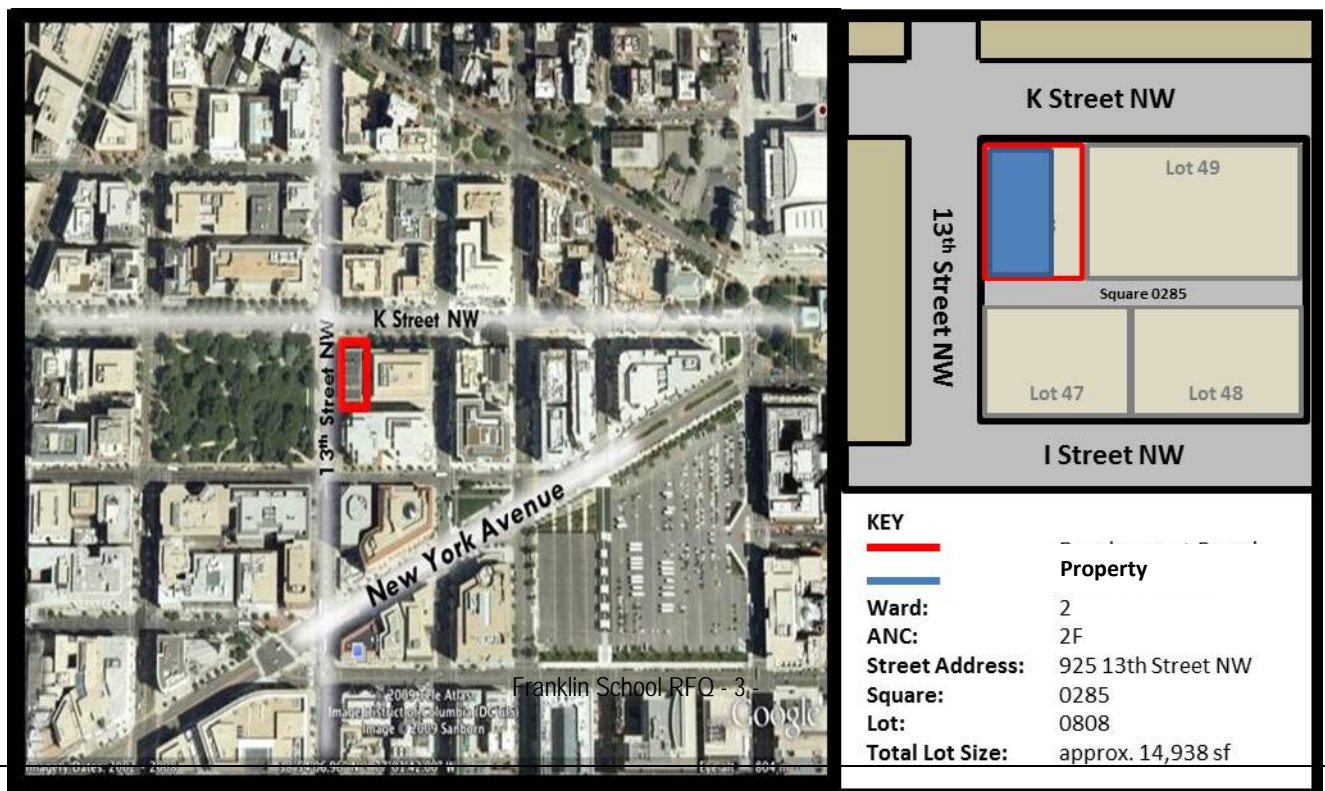
The District will endeavor to follow the timetable set forth below; however, the activities and timetable represented below are a guideline only and are subject to change at the District's sole discretion and without prior notice:

<i>Selection Process Timetable*</i>	
1. Issuance of RFQ	February 9, 2015
Pre-Response Information Session and Site Tour	February 23, 2015
Pre-Response Information Session and Site Tour (#2)	March 16, 2015
Pre-Response Information Session and Site Tour (#3)	April 13, 2015
Deadline to submit questions to lee.goldstein@dc.gov	April 17, 2015
2. Phase I RFQ Response Due Date	May 4, 2015
3. Announcement of Short-listed Respondents	May/June 2015
4. Phase II RFP Issuance	Summer 2015
5. Phase II RFP Response Due Date	Fall 2015
6. Phase II: Interviews (if Applicable)	Fall 2015
Community Presentation by Respondents	Fall 2015
Request for Best and Final Offer (If Applicable)	Fall 2015
Best and Final Submission Due Date (If Applicable)	Fall 2015
7. Final Selection of Respondent Team	Winter 2015-2016
Submission of Disposition Agreement & Accompanying Legislation to District of Columbia Council	Spring 2016

**This timetable is subject to change*

Franklin School Information

Completed in 1869, the Franklin School was the flagship school in a group of seven modern urban buildings constructed as the first to house a comprehensive system of free universal public education in the District. The building was the site of Alexander Graham Bell's photo-phone experiments in 1876, housed the City's first high school in 1880, and became the administrative headquarters of the District school system from 1928 until 1968. From 1969 until 1990, the building served as an Adult Education Center. Today, the building is vacant and the District is seeking a high-quality rehabilitation plan for the Franklin School that showcases this unique structure and pays homage to its history.



Historic Preservation & Rehabilitation

The Franklin School is a landmark listed on the DC Inventory of Historic Sites. This designation provides protection and a review process to ensure compatible treatments not only for the exterior of the Franklin School but for interior features and finishes as well. This includes, but is not limited to, the broad twin stairs, the Great Hall with remains of its original frescos, and the timber-frame roof truss system. The property is also listed on the National Register of Historic Places at the highest level of designation as a National Historic Landmark.

Respondents shall ensure that any rehabilitation, alterations, additions and adjacent new construction conform with the “Historic Preservation Amendment Act of 2006” (as codified in DC Official Code § 6-1101 *et seq.*), District of Columbia Municipal Regulations (“DCMR”) § 10A-100 *et seq.*, the standards established by the District of Columbia Historic Preservation Review Board for the treatment of historic properties, and all other applicable historic preservation laws. Respondents are encouraged to consult with the Office of Planning’s Historic Preservation Office early in their project planning for guidance and direction on the preservation review process. Please contact Steve Callcott at the Historic Preservation Office at 202.741.5247 or steve.callcott@dc.gov for additional information.

Rehabilitation of the Franklin School will require substantial work given both the building’s historic designation and its vacancy over the past several years. DMPED estimates that the total cost to rehabilitate the building would be approximately \$20 - \$24 million. This estimate does NOT include costs associated with specific use needs. Respondents are expected to draw independent conclusions concerning conditions that may affect the methods or cost to rehabilitate the Franklin School. Respondents are also strongly encouraged to take advantage of the Federal rehabilitation tax credit, eligible for qualified expenses related to the renovation of designated historic property. Please contact Steve Callcott at the Office of Planning at 202.741.5247 for more information.

Planning Framework

The Franklin School is designated on the Comprehensive Plan Future Land Use Map for “High Density Commercial” development which typically anticipates residential, office, hotel, or other commercial or mixed-use development. The Comprehensive Plan Generalized Policy Map indicates that the Franklin School sits within the Central Employment Area, which is “the business and retail heart of the District and metropolitan area.” This area has the widest variety of commercial uses, including but not limited to, major government and corporate offices, hotels, residential, retail, and cultural and entertainment uses.

The Franklin School sits within the Central Washington Area Element, which is the city’s traditional Downtown. This area is the economic core of the region and the center of its transportation network, with excellent mass transit access and a Walk Score of 96 (Walker’s Paradise). The Plan notes that:

“... Central Washington should be strengthened as a dynamic employment center, a high-quality regional retail center, an internationally-renowned cultural center, a world-class visitor and convention destination, a vibrant urban neighborhood, and the focus of the regional transportation network.” (CW1.1.1) and that: “... Historic resources should be recognized as essential to Downtown’s economic vitality and competitive edge, particularly for retail, tourist, and entertainment activities.” (CW-1.2.2)

The Franklin School also sits within the boundaries of the Center City Action Agenda, 2008, which emphasized the continued development of downtown as welcoming, well connected, distinctive, and sustainable through the creation of great places for DC residents to work, live, and shop. The Center City Action Agenda identified K Street as a priority corridor, great pedestrian street, and transit way that provides fast efficient travel.

Across the street from the Franklin School is Franklin Square, a public park. The Office of Planning is currently working with the National Park Service on the schematic design for a new park. Construction is anticipated to start in spring 2016.

In addition to conformance with the 2006 Comprehensive Plan Generalized Policy Map, the Comprehensive Plan, and Center City Action Agenda, developments that activate the street and further sustainability, walkability, and livability in creative ways are encouraged. Please contact Joel Lawson at the Office of Planning at 202.442.7600 for more information. Maps and documents referenced in this section can be found at the Office of Planning website: <http://www.planning.dc.gov/>.

Zoning

The Franklin School shall be developed in compliance with applicable zoning laws and regulations and Respondents' responses shall contemplate the same. The Franklin School is zoned C-4, which, in this instance, permits matter-of-right development for office, retail, hotel, residential or a mix of uses to a maximum FAR of 10.0 (11.0 with a Planned Unit Development), a maximum height of 130 feet and a maximum lot occupancy of 100%. However, the ability to obtain additional density or height on the Franklin School will be severely constrained by the Franklin School's status as a National Historic Landmark. The potential to add to the gross floor area for the purpose of providing adaptive core facilities may exist. All additions will be subject to appropriate agency reviews. Square footage numbers are estimates and should be independently verified. Currently, properties within C-4 zones are not subject to the requirements under the Inclusionary Zoning Program.

Respondents should review all applicable District of Columbia Zoning regulations while preparing their responses. Please refer to Title 11 of the DCMR for a complete list of zoning restrictions and requirements. Zoning regulations and maps are available on the Office of Zoning website (<http://www.dcoz.dc.gov/>). Please contact Joel Lawson at the Office of Planning at 202.442.8802 or joel.lawson@dc.gov for more information.

Transportation and Public Space

The District Department of Transportation ("DDOT") is currently undertaking an Alternative Analysis (AA) to determine the most appropriate route for premium transit service between Union Station and Georgetown. The Franklin School is located within the study area of the AA, and K Street is one of the primary corridors being evaluated. Any redevelopment of the Franklin School should not preclude opportunities for the installation of fixed guide way transit along K Street. This may potentially include a streetcar system with frequent station stops, overhead wiring, and catenary poles strategically located along the street. It is possible that construction of a transit facility could overlap with redevelopment of the Franklin School. Whatever the case with the potential construction schedules, DDOT expects full access to construct transit improvements and no impacts on transit operations from site construction. Please visit <http://www.unionstationtogeorgetown.com/index.php/related-studies> to review additional details on the K Street Transitway Study and Environmental Assessment.

DDOT also maintains several transportation resources within the vicinity of the Franklin School. The Franklin School is currently served by the DC Circulator Bus by two routes: the Union Station-to-Georgetown route and the Woodley Park-Adams Morgan-McPherson Square route. Capital Bikeshare stations within a 3-block radius are located at K Street and 11th Street, K Street and 15th Street, L Street and 12th Street, and 13th Street near New York Avenue. DDOT welcomes the opportunity to explore partnerships to provide a Capital Bikeshare station in public space in the vicinity of the Franklin School. The functionality of these assets or other DDOT assets shall not be hindered by the redevelopment of the Franklin School.

When changes occur at a property due to redevelopment and the proposed principal use for the property is different from that prior to the redevelopment, all existing driveways shall be restored with new curb and gutter, tree space, and sidewalk to current DDOT standards. Existing curb cuts may or may not be permitted to be retained and reused upon redevelopment of the property. Additionally, DDOT encourages the use of alleyways to access the Franklin School and highly discourages the installation of curb laybys along K Street and 13th Street. Respondents should be aware that while the Franklin School was formerly used as a school, there are no drop-off or pick-up locations for students and no outdoor play area on the Franklin School. For more information on DDOT design standards and public space regulations, the relevant documents are listed below. Please contact Fleming El-Amin at DDOT at 202.741.5835 or Fleming.El-Amin@dc.gov for more information.

DDOT Design and Engineering Manual

<http://dc.gov/DC/DDOT/Projects+and+Planning/Standards+and+Guidelines/Design+and+Engineering+Manual>

DDOT Public Realm Design Manual

<http://ddot.dc.gov/DC/DDOT/Projects+and+Planning/Standards+and+Guidelines/Public+Realm+Design+Manual>

Community & Stakeholder Outreach

The success of any development project hinges on the inclusion and support of the local community. Responses must consider and incorporate stakeholder and community preferences, to the extent feasible. Respondents are strongly encouraged to work with local community members, and in particular, Advisory Neighborhood Commission 2F, to understand how the community's goals can be met in the Respondent's response.

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 AMI (defined below) levels that are required by the Inclusionary Zoning provisions of the District of Columbia Zoning Regulations (11 DCMR §§ 2600 *et seq.*), as applicable, and the Disposition of District Land for Affordable Housing Amendment Act of 2014 (D.C. Act 20-485) ("ADU Act").

Sustainability and Green Building Requirements

The Franklin School 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 contemplate the same. Specific design criteria are stated in the Storm Water Guidebook which is available online at <http://ddoe.dc.gov/publication/stormwater-guidebook>.

The Sustainable DC Plan sets 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://sustainable.dc.gov/finalplan>. Respondents should review the plan and highlight their qualifications and experience in sustainable rehabilitation projects, if any, in their Phase I response.

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 B. Please refer to the following website to find a copy of the First Source Agreement: <http://www.does.dc.gov/does/cwp/view,a,1232,q,537680.asp>. For more information on the District's DOES apprenticeship program, please visit the following website: <http://does.dc.gov/service/apprenticeships>. Please contact Anetta Graham at DOES at 202.724.7000 for more information.

Certified Business Enterprises

The Respondent selected by the District to enter into a disposition agreement shall 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 contract with Certified Business Enterprises for at least 35% of the contract dollar volume of the project, and, unless exempted by law, shall require at least 20% equity and 20% development participation of Certified Business Enterprises. Pursuant to D.C. Official Code §2-218.49a(d), 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 set forth in D.C. Official Code § 2-218.49a. Respondents are encouraged to exceed the District's CBE participation requirements. Respondents must complete the Form of Acknowledgement attached as Appendix B. Please contact Tabitha McQueen at DSLBD at 202.727.3900 for more information.

Local Hiring & Opportunities

Within their responses, Respondents are encouraged to incorporate their plans to address: (1) Employment and business opportunities for local residents and businesses; and (2) Opportunities for District neighborhood-based business to participate in the project.

Davis Bacon

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

Hotel Uses

A Respondent whose response contemplates a hotel use within the Franklin School and is selected to submit a response to the RFP 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 Franklin School 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 Franklin School.

Minimum Ground Lease Terms

During Phase II of the selection process, the District will provide and seek more information about the disposition structure from Short-listed Respondents. At a minimum, the District intends to lease the building, the underlying land and all improvements situated thereon for a period of 20 to 50 years with the possibility of option terms beyond that initial period. 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, renovation, and future operation of the Franklin School. The Respondent shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the Franklin School, including, if applicable, possessory interest tax assessed under D.C. Official Code § 47-1005.01. All present and future alterations, additions, renovations, improvements and installations located on or within the Franklin School 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 Franklin School. 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 Franklin School shall remain the tenant's property. Respondents should assume that the District will not be providing any public subsidy to fill any funding gaps or shortfalls. Finally, viable offers from Respondents shall be financially self-sufficient and have minimal reliability on contingent funds.

RFQ PROCESS

DMPED is releasing this Request for Qualifications (RFQ) on behalf of the Government of the District of Columbia. The RFQ is posted on DMPED’s website: <http://dmped.dc.gov/>.

Pre-Response Information Session and Site Visit

Please note that attending a site tour is not mandatory in order to be eligible to respond to the RFQ; however, no private tours will be provided.

DMPED will conduct an information session and introductory site visit of the Franklin School on Monday, February 23rd. This session is strongly recommended for all Respondents.

The tentative schedule for the Pre-Response Information Session and Site Visit is as follows:

9:45 – 10:15am: Check-in
10:15 – 11:15am: Information and Q&A Session
11:15 – 12:00pm: Tour of the historic building

Respondents should RSVP by Wednesday, February 18th by emailing lee.goldstein@dc.gov with the name, organization, phone number, and email address of the attendee.

Tour #2:

Monday, March 16th
9:45 – 10:00am: Check-in
10:00 – 10:30am: Information and Q&A Session
10:30 – 11:30am: Tour of the historic building

Please RSVP by Wednesday, March 11th by emailing lee.goldstein@dc.gov with the name, organization, phone number, and email address of the attendee.

Tour #3:

Monday, April 13th

9:45 – 10:00am: Check-in

10:00 – 10:30am: Information and Q&A Session

10:30 – 11:30am: Tour of the historic building

Please RSVP by Wednesday, April 8th, by emailing lee.goldstein@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 C. 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 IN THE BUILDING.

Phase I: Submission of Qualifications

The District will determine, in its sole discretion, whether each response received is responsive to the RFQ and acceptable. The decision of the District in this regard is final and any determination on non-responsiveness will be explained to the applicable Respondent(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:

- Response shall be prepared on 8 ½” x 11” letter-size paper, bound length-wise, with tabs to separate sections.
- Responses must respond to each RFQ item in the order outlined below in the “Response Contents” section.
- Each sub-section must be separated by tabs with sub-section headings.
- Responses must not exceed twenty-five pages.

Response 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 Franklin School which identifies any proposed tenant(s) and use(s); (2) how the proposed project will incorporate the Historic Landmark Designation for the Franklin School; (3) how the District and surrounding neighborhood will benefit from the proposed project (i.e., economic impact, job creation, etc.); and (4) how the proposed project fits within the existing neighborhood fabric.

Tab 2: Respondent Team Identities & Details

Respondents shall identify the following key team entities:

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

Team Member Details

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

Name	<i>First and last name</i>
Address	<i>Business address</i>
Telephone Number	<i>Business telephone number</i>
Email Address	<i>Business email address</i>
Title	<i>Business title</i>

Finally, Respondents shall provide information that explains the relationship among team members, Certified Business Enterprise entities, their respective roles and contributions to the project, and the overall management of the team.

Tab 3:

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:

Organization Status

Respondents shall provide the status 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 bio for each person outlining relevant experience.

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: Project Concept

For the Phase I submission, DMPED is seeking to obtain an understanding of the proposed reuse for the Franklin School that is envisioned by the Respondent. Respondents may submit drawings to illustrate their concept. Phase II will consist of the submission of more detailed drawings and renderings for review.

Respondents shall describe, in detail:

- i. The overall concept and vision for the Franklin School; and describe how the vision will enhance the historic structure, and integrate with and enhance the surrounding community that borders the Franklin School;
- ii. If applicable, outline the proposed strategy for leasing and/or subleasing space within the project.
- iii. If applicable, the proposed tenant(s) for the Franklin School; and describe how the tenant(s) will provide a vibrant and appropriate use for the historic building. Respondents shall submit any letters of interest or commitment from any proposed tenant(s) for the Franklin School;

- iv. Evidence of market demand and financial viability for the Respondent’s proposed use. Given the significance of the Franklin School, the District is seeking only those proposals that are able to demonstrate long-term financial stability.

Respondents may submit more than one project concept and vision for the Franklin School.

Tab 6: Qualifications and Experience

Respondent shall identify three (3) urban infill development projects comparable to Respondent’s proposed project, and with which Respondent or their *key personnel* have had *primary* involvement. Respondent should include, if applicable, past projects that have a comparable *historic preservation component*. For each relevant project, Respondent 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. Highlight experience in rehabilitating buildings with historic designation and working with the local Historic Preservation Review Board.
- xi. 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.
- xii. Illustrative materials that will help the District evaluate the caliber, innovation and relevant experience of the Respondent Team; and
- xiii. 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 7: Financial Capability

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.) The Respondent shall demonstrate its financial capability by submitting the following information:

- i. The team’s ability to arrange financing for historic revitalization projects. Respondents should assume that the District will not be providing any public subsidy to fill any funding gaps or shortfalls; viable offers from Respondents shall be financially self-sufficient and have minimal reliability on contingent funds;
- ii. Two examples of projects in the last five years similar in scope and scale to the Franklin School, with (a) brief descriptions of such projects and (b) sources and uses of funds for redevelopment, including details of equity and financing sources; and
- iii. Two financial references.

Respondents may receive a stronger evaluation depending on their ability to complete the project with existing financial resources, as well as the level of detail and commitment relative to the project financing. More financing details will be required as part of the RFP submission.

Deposit

Amount: \$100,000
 Format: Standby, irrevocable letter of credit (See Appendix F for form.)
 Due At: RFQ (Phase I) response submission

Conditions: If a Respondent’s response is not selected to continue to Phase II, or if a short-listed Respondent elects not to proceed with submitting a response to the Phase II RFP, the letter of credit shall be returned to the Respondent. Further, if a short-listed Respondent’s response is not selected after Phase II, the letter of credit shall be returned to the Respondent.

If a Respondent's response is selected after Phase II, 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. Respondents may substitute letters of credit through the process provided that they are in conformance with the format included in Appendix C.

Submission Directions

Ten (10) hard copies and one (1) electronic version on CD-ROM in PDF and Excel formats, of the response and the Deposit, must be submitted by 3:00 P.M. on Monday, March 23rd, 2015. Such responses must be identified by "The Franklin School – RFQ" 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: Lee Goldstein, Project Manager

Phase I: Evaluation Process and Announcement of Short List

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 RFQ and the best interests of the District.

Evaluation Criteria

Successful proposals will demonstrate that the Respondent has (i) a proposed use that is suitable with the building's historic character and is consistent with District's overall policy goals and requirements and (ii) the financial capacity and ability to successfully close the transaction and offer an attainable redevelopment timeline to convert the leased premise 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 District will more highly rate Respondents who:

- i. Demonstrate, through entity experience and expertise of proposed key personnel, that they are qualified to execute a high-quality historic rehabilitation plan for a project of this scale;
- ii. Provide evidence of sufficient organizational and financial capability to ensure on budget and timely delivery of the project.
- iii. Provide evidence of the ability to be, or partner with, a viable tenant for the Franklin School.

Announcement of Short List

Upon review of the responses, the District and/or the Panel may identify a short list of Respondents that may advance to Phase II of the process. DMPED will contact all Respondents and inform them of the results.

TRANSACTION TERMS

Site Condition

As-Is Condition

The Franklin School 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 Franklin School.

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 Franklin School.

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 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 D (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 RFQ, to:

- Cancel, withdraw or modify the RFQ prior to or after the response deadline;
- Modify or issue clarifications to the RFQ 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 RFQ;
- 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 RFQ requirements;
- Reject all responses that are submitted under the RFQ;
- 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;
- Modify the deadline for responses or other actions; and (i) Reissue the original RFQ, (ii) issue a modified RFQ, or (iii) issue a new RFQ, whether or not any responses have been received in response to the initial RFQ.

Conflicts of Interest

Disclosure

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

- i. The compensation to be requested, offered, paid or received in connection with this RFQ 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 RFQ or otherwise;
- ii. No person or entity currently or formerly employed by the District or otherwise involved in preparing this RFQ on behalf of the District: (i) has provided any information to Respondents that was not also available to all entities responding to the RFQ; (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 RFQ; or (iv) will benefit financially if Respondents are selected in response to the RFQ; 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 RFQ or any other RFQ, 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 RFQ. 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 RFQ, 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 RFQ by Respondents, or which may affect performance in response to the RFQ 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 RFQ. 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 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 RFQ. 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 RFQ and until final selection, Respondents shall not communicate with DMPED or District staff about the RFQ or issues related to the RFQ except as permitted under this RFQ.

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 RFQ.

Confidentiality

Responses and all other information and documents submitted in response to this RFQ 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 RFQ 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 RFQ.

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 ground lease Franklin School 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 Franklin School is expected to be a “stand alone” project, in that Respondents are prohibited from cross collateralizing and cross defaulting the Franklin School, 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 Franklin School 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 RFQ;
- 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 RFQ 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 RFQ, the rescission of a Respondent’s award, and/or termination of any agreement between a Respondent and the District.

QUESTIONS

Any questions regarding this RFQ should be submitted via e-mail only to lee.goldstein@dc.gov. Respondents shall not direct questions to any other person within the District except as allowed elsewhere in this RFQ. Responses to Respondent questions will be aggregated and posted on the DMPED website: <http://dmped.dc.gov/>.

APPENDIX A | FORM OF ACKNOWLEDGEMENT

Respondent hereby acknowledges that, if selected by the District to enter into 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 enter into 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, unless exempted by law, shall require at least 20% equity and 20% development participation of Certified Business Enterprises.

If required by law, 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 Lot 0808 in Square 0285, together with all improvements located thereon (the “**Property**”).

2. I acknowledge and understand that the District has issued a Request for Qualifications (“**RFQ**”) 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 RFQ 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:

_____, 2015 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: _____

Office of Attorney General for the District of Columbia Form Letter of Credit

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. Ste 317
Washington D.C. 20007
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: 925 13th Street NW – Development Team

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 two 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)