



Grimke Redevelopment

1923 Vermont Avenue, NW and 912 U Street, NW
 Square 0361, Lots 0827 and 0833

***A Development Opportunity in the Vibrant U Street
 Historic District Corridor***

Release Date: **Wednesday, June 4, 2014**

RFP Proposal Submission Deadline Extended to: **Thursday,
 August 28, 2014** (original deadline July 29, 2014)

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: Reyna Alorro, Supervisory Project Manager



REQUEST FOR PROPOSALS

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

PROJECT DESCRIPTION.....	2 -
RESPONSE REQUIREMENTS AND SELECTION PROCESS.....	9 -
TRANSACTION TERMS.....	18 -
RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS.....	19 -
QUESTIONS	21 -
APPENDIX A CONCEPT PLANS FOR THE AFRICAN- AMERICAN CIVIL WAR MUSEUM	22 -
APPENDIX B FORM OF ACKNOWLEDGEMENT FOR FIRST SOURCE AND CBE AGREEMENTS	27 -
APPENDIX C SITE TOUR WAIVER, RELEASE, AND INDEMNIFICATION	28 -
APPENDIX D SCHEDULE OF PERFORMANCE	30 -
APPENDIX E STATEMENT OF MINIMUM BUSINESS TERMS	31 -
APPENDIX F FORM OF ACKNOWLEDGEMENT OF MUTUAL AGREEMENT WITH THE AFRICAN AMERICAN CIVIL WAR MUSEUM	34 -
APPENDIX G FORM IRREVOCABLE LETTER OF CREDIT	35 -
APPENDIX H UTILITIES DATA FOR AFFORDABLE HOUSING UNITS 2014	37 -

Questions regarding this Request for Proposals should be submitted via e-mail only to Reyna.Alorro@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://dcbiz.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 (1) rehabilitate and reuse the approximately 52,000 gross square foot historic Grimke School building located at 1923 Vermont Avenue, NW, (2) build out approximately 10,000 square feet of space inside the Grimke School building for use by the African American Civil War Museum (“AACWM”), (3) redevelop the approximately 14,000 square foot portion of the lot behind the Grimke School building that currently houses the African-American Civil War Museum and provides accessory off-street parking, AND (4) redevelop an approximately 5,900 square foot lot adjacent to the historic Grimke School located at 912 U Street, NW.

DMPED invites qualified Development Teams (“Respondents”) to respond to this Request For Proposals (“RFP”) for the disposition and development of lots 0827 (“School Parcel”) and 0833 (“Vacant Parcel”) in Square 0361, together referred to as the “Development Parcels.” (See Figures 1, 2 and 3 for Development Parcel Map and Information.) The District will convey the Grimke School building pursuant to a ground lease; however the remaining portions of the School Parcel and the Vacant Parcel will be conveyed via a fee simple transfer.

DMPED supports the relocation of the AACWM from its current space to a new space located in the Grimke School building. The selected Respondent will be required to finance and deliver a “warm, lit shell” for the AACWM. The AACWM will then fund and manage the build-out of and relocation to its new space. During the rehabilitation phase of development for the Grimke School, the selected Respondent will be responsible for providing utilities to the AACWM to maintain the ongoing operation of the AACWM until it moves into its new space inside the school building. Concept plans for the new museum space are included in this RFP as Appendix A. Prospective Respondents should review and incorporate the AACWM’s plans into their proposal response. AACWM will serve as a tenant to the selected Respondent. Lease payments and terms will be determined between the selected Respondent and the AACWM.

DMPED seeks a respondent who will redevelop the lots in accordance with the goals set out in this RFP, and shall consider both matter-of-right and Planned Unit Development (“PUD”) development proposals. Respondents are not discouraged from submitting PUD development proposals if the current zoning of the School Parcel limits the re-use potential of the building.

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 RFP	June 4, 2014
Pre-Response Information Session and Site Visit Location: African American Civil War Museum, 1925 Vermont Avenue, NW, 10:00 am	June 17, 2014
2. RFP Response Due Date (3:00 PM ET)	August 28, 2014
Community Presentation by Respondent Teams	TBA, Fall 2014
3. Notification of Short Listed Respondent Teams (If Applicable)	Fall 2014
Request for Best and Final Offer (If Applicable)	TBD, 2014
Best and Final Submission Due Date (If Applicable)	TBD, 2014
4. Final Selection of Respondent Team	Winter 2014

**Subject to change*

Site Information

The Development Parcels are located in the Mid-City U Street/Uptown neighborhood, also known as the U Street Corridor, in Washington, D.C. The commercial and entertainment corridor known as the U Street Corridor is situated to the immediate north of the Development Parcels. To the northwest of the Development Parcels is the African American Civil War Memorial, located at the entrance of a Metro station. The School Parcel and the Vacant Parcel are separated by 9 1/2 Street, NW.

Improvements on the School Parcel include the approximately 52,356 square foot Grimke School building, built in 1887 as the Phelps School and re-named in 1934 after Archibald Grimke, a highly regarded race and community relations diplomat, journalist, activist, lawyer, and President of NAACP of Washington, D.C. Other improvements include an adjoining approximately 4,809 square foot gymnasium, and accessory off-street parking. The school building was recently used by the D.C. Department of Fire and Emergency Services and Department of Corrections, but is now vacant. The Vacant Parcel is improved with a surface parking lot and operates as a flea market on the weekends.

The gymnasium is currently being used by the African-American Civil War Museum (“AACWM”). District Council passed legislation, the “African-American Civil War Memorial Freedom Foundation Inc. Museum Development Act of 2013”, requiring that any redevelopment of the School Parcel provide for the exclusive use, renovation, and expansion of space of no less than 10,000 square feet for the establishment and operation of the AACWM and its Visitor’s Center (Sections 2132 to 2134 of D.C. Law 20-61). The legislation is included in the “Fiscal Year 2014 Budget Support Act of 2013” which is available on DMPED’s website at:

<http://dmped.dc.gov/service/development-opportunities-and-solicitations>

The below table and maps are based on the existing tax lots.

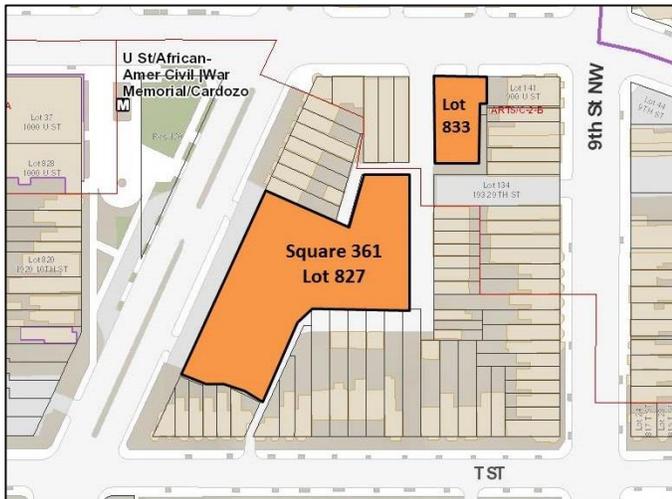


Figure 1: Development Parcel Map



Figure 2: Aerial View

Location	1923 Vermont Avenue, NW and 912 U Street, NW
Square	0361
Lots	0827 (37,926 sq. ft.) & 833 (5,872 sq. ft.)
Total Square Footage	Approx. 43,798 sq. ft. (Lot 0827 = approx. 37,926 sq. ft. & Lot 0833 = approx. 5,872 sq. ft.)
Owner	District of Columbia
Status	The School Parcel consists of a vacant school building (the Grimke School) and an adjoining gymnasium building that is currently leased to the African-American Civil War Museum. The Vacant Parcel is currently leased as a parking lot and on the weekends, as a flea market. Both leases may be assigned or terminated by the District.
Zoning	Lot 0827 (R-4) & Lot 0833 (Arts / C-2-B)

Figure 3: Development Parcels Information

District of Columbia Policy Goals & Requirements

Planning and Zoning Framework:

Lot 0827 and Lot 0833 have different zoning and Comprehensive Plan designations. Additionally, the Development Parcels are separated by an open, public alley (9 ½ Street NW). The District does not anticipate closing the alley, as the alley system currently serves other properties in the square.

Lot 0827 (School Parcel):

Comprehensive Plan: This lot is designated on the Comprehensive Plan Future Land Use Map for mixed moderate density residential and moderate density commercial development, which anticipates a mix of uses that could include row houses, low rise multi-family development, or moderate density office and retail. The Comprehensive Plan Generalized Policy Map places this site within a Neighborhood Enhancement Area, where compatible infill development is anticipated. The site is within the Shaw/Convention Center policy focus area of the Near Northwest Area Element.

Zoning: This lot is currently zoned R-4, a low to moderate density residential zone allowing detached, attached, or row house dwellings, or limited conversions to multi-family buildings on larger lots. The zone does not permit retail, office, or many other non-residential uses, but does permit some institutional uses such as museums. The maximum height normally allowed in the R-4 zone is three (3) stories and forty (40) feet. Respondents should refer to the DCMR Title 11, Zoning Regulations, available on the Office of Zoning website: dcoz.dc.gov.

Historic Preservation & Rehabilitation: The Grimke School is a contributing building to the U Street Historic District. This designation provides protection and a review process to ensure respectful treatment of the architectural character of the building and that alterations are compatible. However, the separate building behind the school that currently houses the African American Civil War Museum is **not** a contributing historic building.

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 (“HPRB”) 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 Office of Planning at 202.741.5247 or at steve.callcott@dc.gov for additional information.

Rehabilitation of the building may require significant work given both the building’s historic designation and its vacancy over the past few years. Respondents are expected to draw independent conclusions concerning conditions that may affect the methods or cost to rehabilitate the building. 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 or at steve.callcott@dc.gov for additional information.

Lot 0833 (Vacant Parcel):

Comprehensive Plan: This lot is designated on the Comprehensive Plan Future Land Use Map for mixed Medium Density Commercial and Medium Density Residential development, which anticipates residential, office, retail, hotel, or other commercial or mixed-use development. The Comprehensive Plan Generalized Policy Map places this site within a Main Street Mixed Use Corridor, which is a business corridor that typically features a pedestrian-oriented environment with traditional storefronts and upper story residential or office uses. The site is within the Shaw/Convention Center policy focus area of the Near Northwest Area Element, and the U Street/Uptown policy focus area of the Mid-City Area Element.

Zoning: This lot is zoned ARTS/C-2-B. The Uptown Arts-Mixed Use (ARTS) Overlay was established to, among other things, encourage the provision of arts and arts-related uses and to address the scale of development. The ARTS Overlay includes use, Combined Lot Development, and bonus density provisions for preferred uses including arts uses and residential. Refer to Chapter 19 of DCMR Title 11, Zoning Regulations for the complete ARTS Overlay requirements, available on the Office of Zoning website: dcoz.dc.gov. C-2-B is a medium-to-high density zone that allows a broad range of residential, office, retail, hotel and other uses. The maximum by-right density is 4.2 FAR (including Inclusionary Zoning bonus density) for residential or mixed use development, of which a maximum of 1.5 FAR may be non-residential. The maximum by-right height is seventy (70) feet for residential or mixed use development meeting Inclusionary Zoning requirements. Through a PUD, a height of up to 90 feet may be approved by the Zoning Commission. The PUD density is limited to 4.5 FAR by the ARTS Overlay, of which a maximum of 2.0 may be non-residential uses. Please note that PUD land area

requirements would prevent this lot from being considered for a PUD on its own. Refer to Chapter 24 of DCMR Title 11, Zoning Regulations, for PUD requirements.

Both properties are also within the DUKE Plan and the Convention Center Area Plan boundaries. The DUKE Plan is a neighborhood revitalization plan which seeks to strategically guide future development by capitalizing upon the area's historic context and emerging reputation as an arts and entertainment district, through the creation of a cohesive and memorable place with diverse sub-areas, and knitting new development with surrounding neighborhoods. Among other recommendations, the DUKE Plan recommends that the Grimke site be used for a museum or cultural use. The Convention Center Area Plan is intended to help guide private and public investment to strengthen neighborhood businesses, generate quality housing, and improve the public realm. The Comprehensive Plan map and text, the DUKE Plan, and the Convention Center Area Plan Maps and text can all be found at the Office of Planning (OP) website: planning.dc.gov. Please contact Matt Jesick at the Office of Planning at 202.442.7600, or at matthew.jesick@dc.gov, for more information.

Transportation Planning Framework

The District Department of Transportation's (DDOT)'s commitment to building a safe and efficient transportation network will guide all review of transportation-related issues regarding development of the Development Parcels. The Development Parcels have excellent multi-modal transportation access, as they are near the U Street/African American Civil War Memorial/Cardozo Metro station, several high capacity bus routes, and a planned streetcar corridor. Because of this, DDOT anticipates many people accessing the sites will do so via non-automobile modes. The existing circular driveway and parking in public space associated with the Grimke School building are unlikely to be permitted with a new building use. Vehicle access to the School Parcel is expected to occur from the alley network, as there will likely be concerns with approving new or existing curb cuts from Vermont Avenue. Vehicle access to the Vacant Parcel is expected to be from 9 ½ Street or the alley off of T Street, and the existing curb cut on U Street is unlikely to be permitted with a new site use. DDOT supports minimizing on-site parking due to the constraints of site access and the robust transportation alternatives available near the site. DDOT will work with the developer regarding site access concerns related to either of the Development Parcels. Respondents may refer to the District of Columbia Municipal Regulations and DDOT's Design and Engineering Manual for specific controls of public space. A summary can be found in DDOT's Public Realm Design Manual located on DDOT's website: <http://www.ddot.dc.gov/>. 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

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 existing circular driveway and parking in public space associated with the Grimke School building are unlikely to be permitted with a new building use. Existing curb cuts may or may not be permitted to be retained and reused; access to on-site parking and loading is normally expected to be from the alley. Full restoration of the public space is expected, including the landscaped area between the property line and the sidewalk associated with the Grimke School, street trees, and tree boxes/planting strips. For the Vacant parcel, DDOT expects pedestrian facilities to be provided along the east side of 9 ½ Street, which may need to be accommodated on private space. The Applicant may refer to the District of Columbia Municipal Regulations and DDOT's Design and Engineering Manual for specific controls of public space. A summary can be found in DDOT's Public Realm Design Manual.

Community & Stakeholder Outreach

The success of any development project hinges on the inclusion and support of the local community. DMPED has conducted community outreach with key stakeholders, including relevant ANC Commissioners and residents, to understand what goals the community would like the redevelopment of the Development Parcels to achieve. Generally, the community supports daytime and commercial business uses- such as the AACWM, and other cultural and arts organizations- and uses that bring people to the neighborhood to work, visit, and have historic and cultural experiences. More specifically, the community emphasizes that while the Arts Overlay encourages the development of restaurants, bars and nightclubs, other preferred uses in the Overlay are more desirable given that a significant number of these types of establishments have already located on the U Street corridor. New construction should be architecturally appropriate with the historic Grimke School building and complement the existing townhouses on 9 ½ Street and Respondents should consider increased traffic patterns on the main streets and alleys. Respondents are strongly encouraged to work with local community members and stakeholders to understand how the community's goals, to the extent practical, can be met in the Respondent's response.

DMPED will engage the community by informing the ANC of the submitted proposals and gathering comments prior to the selection of a Respondent. While DMPED has the final decision in selecting a Respondent, involving the ANC during the process will promote community engagement and a positive outcome. The ANC's recommendations shall be given great

weight provided by District law, as applicable, if the selected proposal requires a PUD, HPRB, or any other zoning-related application.

Green Building and Sustainability Requirements

The Development Parcels 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 the District's flood hazard rules published in 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>.

In 2013, Mayor Gray released the Sustainable DC Plan to ensure 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 are instructed to highlight their qualifications and experience in sustainable rehabilitation and/or new construction projects as part of their response submission, per Tab 5 in the "RFP Proposal Response Requirements" section.

First Source and Apprenticeship Requirements

Pursuant to D.C. Official Code § 10-801(b)(7), D.C. Official Code §§ 2-219.01 *et seq.*, D.C. Official Code §§ 32-1401 *et seq.*, the rules and regulations promulgated thereunder and Mayor's Order 83-265 (collectively, the "First Source and Apprentice Requirements"), 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 the submission of the disposition agreement & accompanying legislation to the District of Columbia Council, with the Department of Employment Services ("DOES") pursuant and in accordance with all First Source and Apprenticeship 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"). The CBE Agreement shall require at least 35% CBE subcontracting and unless exempted by law, at least 20% equity and 20% development CBE participation. 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, the 20% equity and 20% development participation, set forth in D.C. Official Code § 2-218.49a, shall not apply. 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 or tabitha.mcqueen@dc.gov for more information.

Hotel Uses

A Respondent whose response contemplates a hotel use will be required to enter into a Labor Peace Agreement with any labor organization that seeks to represent employees involved in hotel operations 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 executed and included in Respondent's development proposal, per Tab 19 in the "RFP Proposal Response Requirements" section.

Davis Bacon

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

Local Hiring & Business Opportunities

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

Affordable Housing

In the District's efforts to provide a greater number of Affordable Dwelling Units (ADUs), if a respondent's development proposal includes a residential component, then the proposal must include, at a minimum, an amount of ADUs that are

required by the Inclusionary Zoning provisions of the District of Columbia Zoning Ordinance Units (11 DCMR §§ 2600 *et seq.* (2012)). Respondents shall provide a description of the following:

- i. The project’s impact on the District’s affordable housing goals and other economic development objectives;
- ii. The Respondent’s proposed marketing, operation and administration of any ADUs in the project; and
- iii. How the project integrates ADUs within the proposed development plans (ADUs must be dispersed, not clustered, throughout the residential component(s) and mixed with market-rate units).

Affordable rental and for-sale units shall be delivered and administered in accordance with an affordability covenant to be entered into with the District and recorded against the Development Parcels. Among other provisions, the affordability covenant will provide that any buildings containing residential units shall have a proportional distribution of unit types and sizes across multiple Area Median Income (“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. The affordable housing term will be subject to the requirements of the financial sources utilized, however the affordable term shall be not be less than 30 years, and will be agreed upon by the District and selected Respondent in the disposition agreement, and other agreements as applicable. All project amenities, including any rental of parking spaces, should be offered to affordable housing units on the same terms as offered to the market rate housing units.

Each Respondent should use the District Department of Housing and Community Development (DHCD) provided chart for 2014 as the maximum ADU purchase and rental prices for the identified AMIs when calculating their program. The selected Respondent shall adjust their maximum rents and sale prices based on the Inclusionary Zoning Affordable Housing Program Maximum Rent and Purchase Price Schedule as of the date of the building permit application to ensure that the units are affordable upon delivery. While the maximums for 2013 are identified in Chart 1 below, each Respondent should conduct their own research into sub-market residential for sale and rent prices to ensure their estimated affordable unit rent or purchase prices are well below the market rates.

Chart 1: Affordable Housing Maximum Purchase and Rental Prices as of April 25, 2013.
(Chart for 2014 anticipated in mid-June 2014.)

Unit Type	30% AMI		40% AMI		50% AMI	
	Rent*	Purchase Price	Rent*	Purchase Price	Rent*	Purchase Price
Studio	\$ 563	\$ 51,400	\$ 751	\$ 85,800	\$ 939	\$ 117,900
1 Bedroom	\$ 604	\$ 52,500	\$ 805	\$ 82,100	\$ 1,006	\$ 116,600
2 Bedroom	\$ 724	\$ 36,000	\$ 966	\$ 81,400	\$ 1,207	\$ 122,800
3 Bedroom	\$ 845	\$ 49,800	\$ 1,127	\$ 93,600	\$ 1,408	\$ 141,900

Unit Type	60% AMI		70% AMI		80% AMI	
	Rent*	Purchase Price	Rent*	Purchase Price	Rent*	Purchase Price
Studio	\$ 1,127	\$152,000	\$ 1,314	\$182,300	\$ 1,502	\$ 214,600
1 Bedroom	\$ 1,207	\$168,200	\$ 1,408	\$185,600	\$ 1,610	\$ 220,100
2 Bedroom	\$ 1,449	\$176,200	\$ 1,690	\$205,600	\$ 1,931	\$ 247,000
3 Bedroom	\$ 1,690	\$212,800	\$ 1,972	\$238,500	\$ 2,253	\$ 286,800

The current Inclusionary Zoning Affordable Housing Program Maximum Rent and Purchase Price Schedule can be found at the DHCD website: <http://dhcd.dc.gov/>

Minimum Ground Lease Terms (for the Grimke School Building on the School Parcel only)

The District has provided more information about the disposition structure from Respondents in the “RFP Process” section of this RFP. 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 *et seq* shall include, but not be limited to, an analysis of the economic factors considered, a term sheet describing the major business terms of the transaction, and an appraisal.

The Respondent shall be solely responsible for the costs of redevelopment, renovation, and future operation of the property. The Respondent shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the property, 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. The District will not be providing any public subsidy to fill any funding gaps or shortfalls.

RESPONSE REQUIREMENTS AND SELECTION 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://dcbiz.dc.gov/>.

Pre-Response Information Session and Site Visit

DMPED will conduct an information session and introductory site visit at the African American Civil War Museum, 1925 Vermont Avenue, NW, on Tuesday, June 17th. 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 Friday, June 13th, by emailing reyna.alorro@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 ON-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 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 RFP 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 a total of one hundred pages, including appendices, on fifty sheets of double-sided paper.

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 Development Parcels and identify any proposed tenant(s) and use(s); (2) how the District and surrounding neighborhood will benefit from the proposed project (i.e., economic impact, job creation, etc.); and (3) 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 and, if different, (b) the day-to-day lead individual who will be available to respond to questions or requests for additional information.</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>

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: 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 past projects that have a comparable mixed use 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. If applicable, highlight experience in rehabilitating buildings with historic designation and working with the local Historic Preservation Review Board.
- xi. 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.
- xii. Illustrative materials that will help the District evaluate the caliber, innovation and relevant experience of the Development 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 6: Project Concept

Respondents shall describe, in detail:

- i. The overall concept and vision for each of the Development Parcels; and describe how the vision will integrate with and enhance the surrounding community that borders the Development Parcels;
- 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.) Respondents should explain any amendments to the AACWM’s concept plans (Appendix A), if applicable;
- iii. For the AACWM, the general sublease terms (e.g. annual base rent, lease term)
- iv. For each other proposed use(s) for the Grimke School building:
 - a. Name of tenant(s) or operator(s);
 - b. Current form of agreement with tenant(s) or operator(s);
 - c. Approximate square footage and location of the use in the building;
 - d. Proposed hours of operation;
 - e. Whether or not the use will be accessible at any time to the public; and
 - f. 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 zoning variance 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. The affordability component of the project, if applicable, should meet or exceed the affordability requirements of the District’s Inclusionary Zoning program.
- vii. The project’s transportation and parking strategy, taking into account the project’s location close to a Metro station, multiple bus stops, and a major transportation corridor.
- viii. 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 Parcels.

Tab 7: Affordable Housing (If Applicable)

For a proposal that includes affordable dwelling units (“ADUs”), all proposed ADUs shall be provided in accordance with an affordability covenant to be entered into with the District along with the other disposition agreements and covenants. 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 area median income (“AMI”) levels, so that ADUs are not clustered in any portion (floor, section, or tier) of the development. Market rate and/or Affordable Dwelling Units 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 Affordable Dwelling Units, Respondents shall provide a description of the following:

- I. The project’s impact on the District’s affordable housing goals and other economic development objectives.
- II. How the project integrates ADUs within their proposed design and plans. ADUs must be dispersed, not clustered, throughout the residential component(s) and mixed with market-rate units.
- III. Provide rent projections (if applicable) for each type of affordable housing 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 affordable unit.
- IV. Additional data to incorporate on ADUs - the number and total percentage of ADUs by type, the amount and percentage of square footage devoted to affordable housing, the income level(s) at which the affordable units will be aimed.
- V. The Respondent’s proposed strategy for the marketing, operation and administration of ADUs in the project.

Each Respondent should use the most up-to-date Department of Housing and Urban Development (HUD) uncapped AMI data (reference Chart 1). While Chart 1 presents the most current data, new AMI data is published annually. The rent calculation formula is provided in Chart 2, the Occupancy Standard Factor used to price each affordable unit is provided in Chart 3, and the sale price formula is provided in Chart 4. 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 Affordable Dwelling Unit (reference Chart 2). Appendix H (“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 affordable units (reference Chart 4).

Chart 1: AMI for Washington DC MSA as of December 2013

Household Size	120% AMI	100% AMI	80% AMI	60% AMI	50% AMI	30% AMI
1	\$ 89,880	\$ 74,900	\$ 59,920	\$ 44,940	\$ 37,450	\$ 22,470
2	\$ 102,720	\$ 85,600	\$ 68,480	\$ 51,360	\$ 42,800	\$ 25,680
3	\$ 115,560	\$ 96,300	\$ 77,040	\$ 57,780	\$ 48,150	\$ 28,890
4	\$ 128,400	\$ 107,000	\$ 85,600	\$ 64,200	\$ 53,500	\$ 32,100
5	\$ 138,720	\$ 115,600	\$ 92,480	\$ 69,360	\$ 57,800	\$ 34,680
6	\$ 148,920	\$ 124,100	\$ 99,280	\$ 74,460	\$ 62,050	\$ 37,230

Chart 2: Affordable Housing Rent Calculation to Include Monthly Utilities

Affordable Housing Rent Calculation to Include Monthly Utilities	
MAR=(AMI*DAL*OSF*30%)/12-MU	
MAR	Maximum Allowable Rent
AMI	Average Median Income at 100%
DAL	Designated Affordability Level
OSF	Occupancy Standard Factor (reference Figure 5)
MU	Monthly Utilities (reference Appendix H)

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	2	.8
2 Bedroom	3	.9
3 Bedroom	5	1.1

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 Figure 5)
FEES	Condominium Fees (\$0.50 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 = \$91.00
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 percent (1%) cushion to protect for future interest rate increases:	
3. Determine the Sale Price assuming a 5% Down Payment	
Maximum Sales Price = Affordable Mortgage / 95%	

Additional information on District regulations pertaining to affordable housing can be found at the District of Columbia Department of Housing and Community Development (DHCD) website: <http://dhcd.dc.gov/> or by contacting Reyna Alorro at reyna.alorro@dc.gov.

Tab 8: Proposed Financing Strategy

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

- i. Respondents' 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.
- iv. Satisfactory evidence of Respondent's ability to secure project debt and equity, including commitment letters from prospective investors.

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 rehabilitate the Grimke School building and to construct new improvements on the Development Parcels, 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.); and acquisition and financing costs.
- **Sources:** A breakdown of all funds to be obtained (including equity, debt, fundraised capital, non-District grants, etc.) for the payment of the Uses in the project.

Sources and Uses should not show any gaps or shortfalls. The District will *not* be providing any public subsidy or tax abatement to fill any funding gaps or shortfalls.

Tab 10: Project Development and Operating Pro Forma

Respondent shall provide a detailed, line-item, fully functional Microsoft Excel development and operating pro forma for all income-producing uses proposed to be operated out of the building from pre-development through stabilization and for at least 10 years beyond the projected stabilization year.

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: 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 for the Grimke School building, if any), 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 building.

Tab 12: 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 D. Respondents should note that the portion of the School Parcel that currently houses the AACWM will not be available for development until the AACWM has been relocated to its permanent space in the Grimke School building.

Tab 13: Statement of Minimum Terms and Conveyance

Respondents shall execute the non-binding Statement of Minimum Terms attached as Appendix E, and submit this non-binding Statement of Minimum Terms with their proposal. The non-binding Statement of Minimum Terms shall serve as the basis, but not be a limitation of, negotiations of a disposition agreement with the selected Development Team Respondent.

At closing under the final negotiated and executed disposition agreement, it is anticipated that the selected Development Team will enter into a ground lease for the Grimke School building and will purchase a fee interest for the rest of the School Parcel and the entire Vacant Parcel.

Tab 14: Respondent Acknowledgement of Mutual Agreement with the African Civil War Museum

Respondents must complete the Acknowledgement of Mutual Agreement with the African Civil War Museum attached as Appendix F.

Tab 15: Community & Stakeholder Benefits & 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: Economic Impact and Public Benefits Analysis

Respondents must provide a detailed, but concise, overall description as to how their proposal will benefit the economy of the District of Columbia. In particular, Respondents should identify the following:

- i. New construction and permanent jobs to be created for the District residents. List the number of full-time jobs and full-time equivalent jobs by type;
- ii. All new tax revenue to be generated on annual basis upon stabilization (e.g. construction period taxes, property taxes, sales taxes, etc.);
- iii. Contracting opportunities for CBE business; and
- iv. Additional community benefits, if any, that the proposal offers.

Tab 17: First Source, Certified Business Enterprises, Local Hiring Opportunities and Apprenticeships
First Source & Certified Business Enterprises

Respondents must complete the Form of Acknowledgement attached as Appendix B. 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 and Apprenticeships

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. For more information on the District’s DOES apprenticeship program, please visit the following website: www.does.dc.gov/does/cwp/view,a,1232,q,618747.asp. 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 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.

Tab 19: Hotel Uses (if applicable)

A Respondent whose response contemplates a hotel use within the building shall enter into a Labor Peace Agreement with any labor organization that seeks to represent employees involved in development of the hotel 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.

Deposit

Amount: \$100,000
Format: Standby, irrevocable letter of credit (See Appendix G 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

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 Thursday, August 28th, 2014.

Such responses must be identified by “Grimke Redevelopment – 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: Reyna Alorro, Supervisory Project Manager

Selection 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) proposed uses for the Development Parcels that are consistent with District’s overall policy goals and requirements, (ii) incorporated the AACWM’s space requirements into the project, and (iii) the financial capacity and ability to successfully close the transaction and offer an attainable redevelopment timeline to convert the Development Parcels to their 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 Policy Goals

The District will more highly rate Respondents who achieve and exceed the following District policy goals:

- i. Demonstrate, through entity experience and expertise of proposed key personnel, that they are qualified to execute a high-quality historic rehabilitation and development plan for a project of this scale;
- ii. Maximize the economic value to the District;
- iii. Improve the quality of life for the surrounding neighborhood; and
- iv. Advance opportunities for local residents and businesses.

Development Vision

Respondents should propose innovative, market-viable ideas for redevelopment of the Development Parcels. The District encourages Teams to consider, in their vision, the District’s goals with respect to promoting vibrant, walkable, mixed-use neighborhoods and commercial corridors.

Higher ratings will be given to Respondents who design development programs that:

- i. Comprehensively address stakeholder concerns and requirements;
- ii. Stimulate pedestrian activity and include vibrant streetscapes; and
- iii. Are sustainable developments that have minimal impact on the environment and achieve LEED certifications.

Project Financial Feasibility and Team’s Financial Capacity

Respondents whose responses satisfy the following criteria may be eligible for higher ratings:

- i. Demonstrate that they possess the financial resources to execute the project requirements with no District-based subsidy;
- ii. Provide 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;
- 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 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

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, the short list of Respondents may be asked to present their "Best and Final Offers" to the community to gain additional community feedback.

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 property.

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 twenty (120) days, 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 negotiate a disposition agreement which shall incorporate the requirements contained in this RFP, the Term Sheet (see Appendix E), 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 *et seq.* **In accordance with D.C. Official Code § 10-801 *et seq.*, 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 Development Parcels 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 Development Parcels.

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 Development Parcels.

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 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;
- 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://dcbiz.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 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 Parcels 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 Development Parcels is expected to be a “stand alone” project, in that Respondents are prohibited from cross collateralizing and cross defaulting the project, 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 of the 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

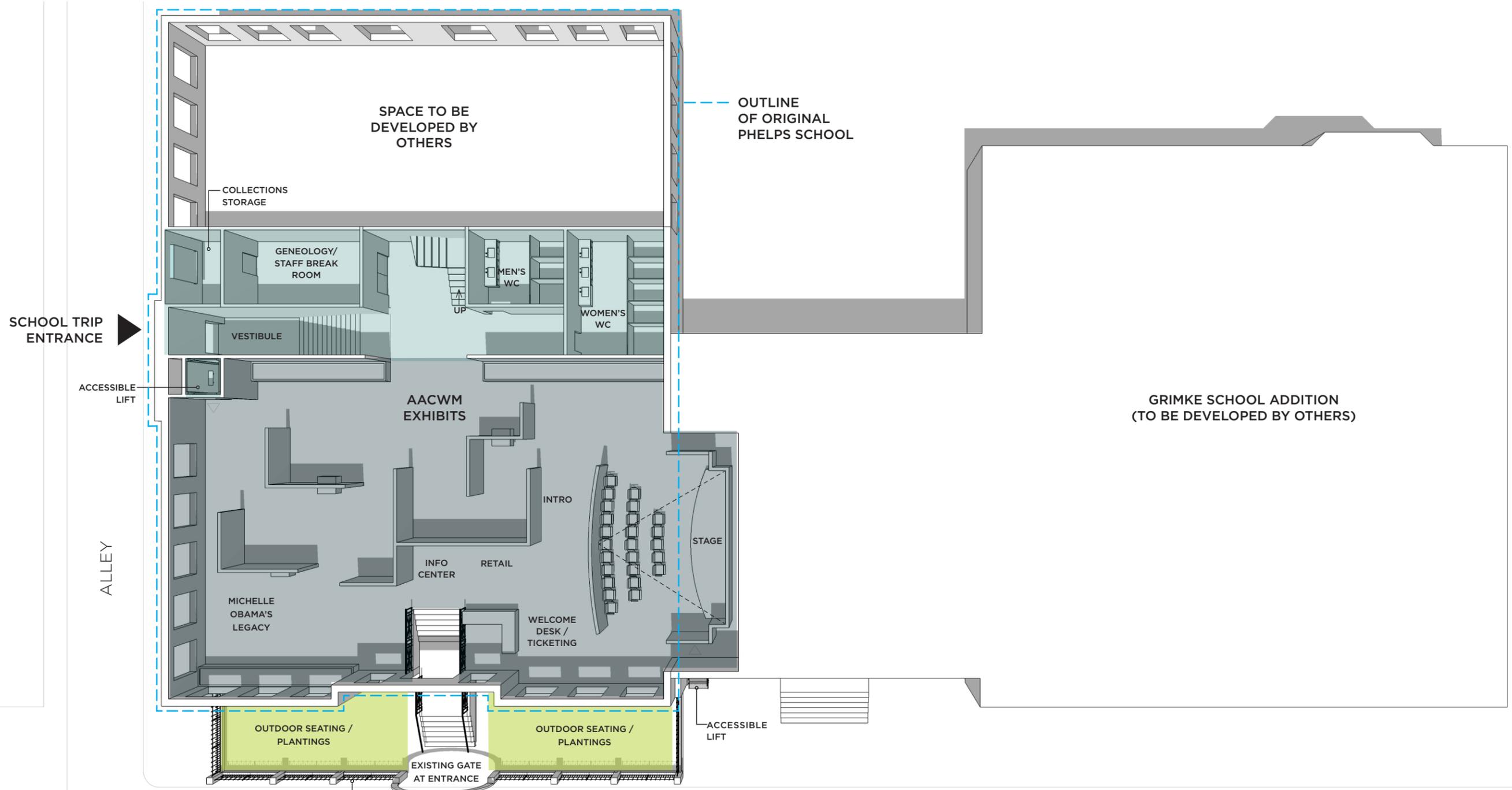
The District is subject to various laws, rules, policies and agreements that impose legal and ethical constraints upon current and former District employees and consultants with regard to post-employment restrictions vis-a-vis such employee’s or consultant’s involvement in District-led projects. In particular, 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

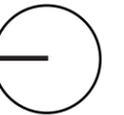
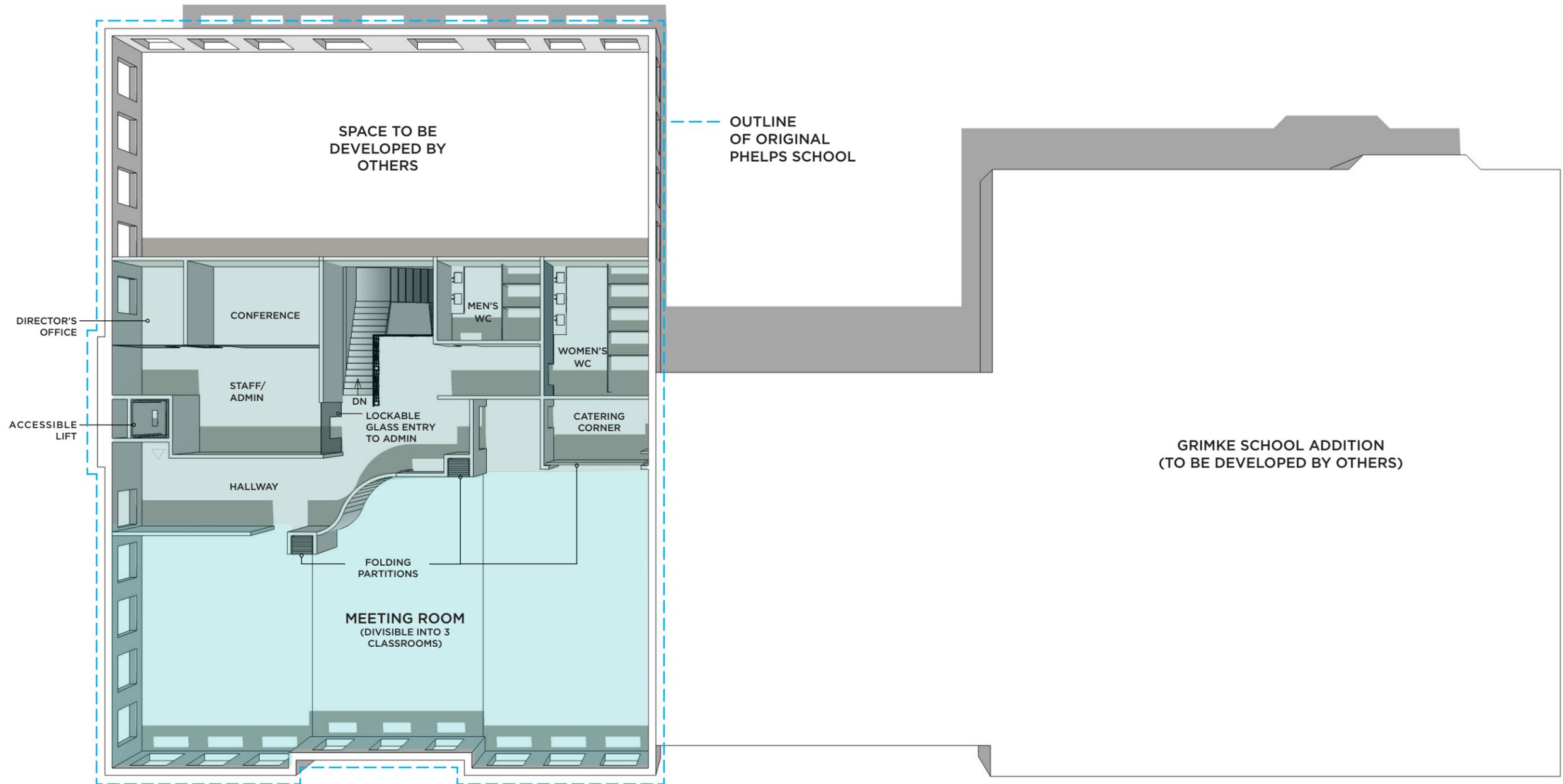
Any questions regarding this RFP should be submitted via e-mail only to Reyna.Alorro@dc.gov. Respondents shall not direct questions to any other person within the District except as allowed elsewhere in this RFP. Responses to Respondent questions will be aggregated and posted on the DMPED website: <http://dcbiz.dc.gov/>.



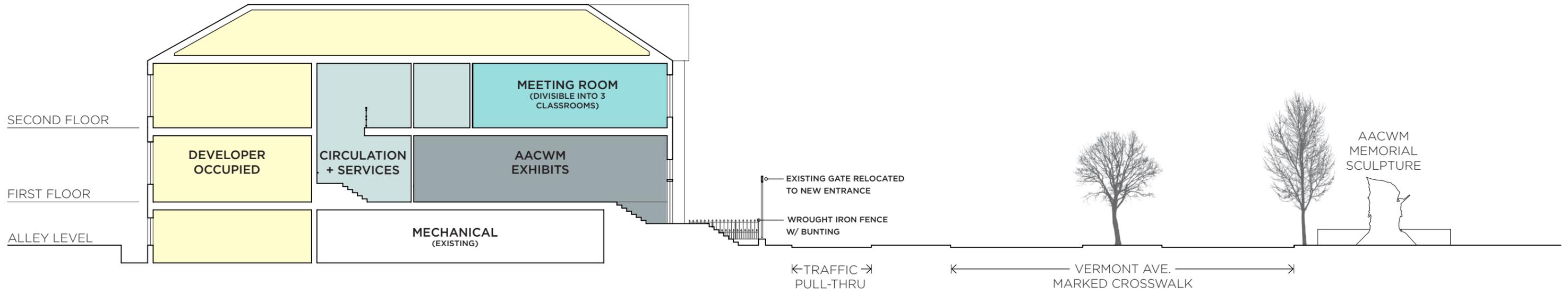


VERMONT AVE. CROSSWALK FROM AACWM MEMORIAL

AACWM EXHIBITS
 CIRCULATION + SERVICES
 OUTDOOR SEATING + PLANTINGS



MEETING ROOM CIRCULATION + SERVICES



AACWM EXHIBITS
 CIRCULATION + SERVICES
 MEETING ROOM
 DEVELOPER-OCCUPIED

APPENDIX B | FORM OF ACKNOWLEDGEMENT FOR FIRST SOURCE AND CBE AGREEMENTS

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 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: _____

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 Lots 0827 and 0833 in Square 0361, together 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:

_____, 2014 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 D | SCHEDULE OF PERFORMANCE

(To be completed and submitted with Proposal)

Milestone	Completion Date	Party Responsible
Final Selection & Notice	December 2014	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 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 E | STATEMENT OF MINIMUM BUSINESS TERMS
DISPOSITION OF GRIMKE REDEVELOPMENT PROJECT PROPERTY
(1923 VERMONT AVENUE, NW AND 912 U STREET, NW)**

Lessor	Government of the District of Columbia, acting by and through the Deputy Mayor for Planning and Economic Development (the “District”)
Lessee/Developer	Entity Name: _____
Description of Real Property	The parcels of land known for tax and assessment purposes as Lot 827 in Square 0361 (“School Parcel”) and Lot 833 in Square 0361 (“Vacant Parcel”), and the existing improvements (together referred to as the “Development Parcels”).

Grimke School Building Terms (Ground Lease)

Disposition Structure	The Grimke School building only, which is located on a portion of the School Parcel, will be conveyed from the District to the Developer via a 50-year unsubordinated ground lease under D.C. Official Code § 10-801(b)(8)(C).
Market Value (of Ground Lease)	\$ _____
Rent Factor	4.5%
Annual Base Rent	Annual Base Rent shall equal, in the aggregate, (x) the Market Value minus (i) the Disposition Agreement Payment and (ii) the Closing Payment, multiplied by (y) the Rent Factor.
Annual Base Rent Escalation	Annual base rent shall increase by 10% on (i) the 5 th anniversary of the Closing date and (ii) every subsequent 10 th anniversary of the initial rent escalation date during the term of the ground lease.
Fair Market Value (FMV) Base Rent Recalculations	Annual base rent shall be recalculated on every 10 th anniversary of the commencement date of the ground lease during the term of the ground lease. Each recalculation shall be based on the then-current fair market value of the Development Parcel, determined by appraisal, which shall be equal to the product of (x) 100% of the appraised value, determined as if the Development Parcel were (1) encumbered by the ground lease, (2) unimproved by any improvements, and (3) to be used for the actual uses in place, multiplied by (y) the Rent Factor; provided that the annual base rent resulting from each recalculation shall not be greater than 120% or less than 100% of the preceding year’s annual base rent.
Disposition Agreement Payment	In consideration of the District entering into the disposition agreement, Developer shall pay to District an amount equal to ten percent (10%) of the Market Value for the Grimke School building.
Closing Payment	In consideration of the District transferring the Grimke School Building to the Developer, Developer shall pay to the District at Closing an amount equal to (i) an amount equal to ten percent (10%) of the Market Value for the Grimke School building.

Continued on next page

Terms for Remainder of the Development Parcels (Fee Simple)

Disposition Structure	The School Parcel, excluding the Grimke School building, and the Vacant Parcel will be sold fee simple by the District to the Developer under D.C. Official Code § 10-801(b)(8)(F).
Disposition Agreement Payment	In consideration of the District entering into the disposition agreement, Developer shall pay to District an amount equal to ten percent (10%) of the Purchase Price for the Remainder of the Development Parcels at the time the disposition agreement is executed.
Closing Payment	In consideration of the District transferring the Remainder of the Development Parcels to the Developer, Developer shall pay to the District at Closing an amount equal to ninety percent (90%) of the Purchase Price for the Remainder of the Development Parcels.
Purchase Price	\$ _____

Applicable to Entire Project

Redevelopment and Operational Costs	The Developer shall be solely responsible for the costs of redevelopment, renovation, and future operation of the Development Parcels. The Developer shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the Development Parcels, including, if applicable, possessory interest tax assessed under D.C. Official Code § 47-1005.01.
Ownership of Improvements	All present and future alterations, additions, renovations, improvements and installations located on or within the Grimke School 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 Grimke School building. 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 Grimke School building shall remain the tenant's property.
Conditions of Closing	In addition to the other District standard conditions of Closing, the District's obligation to convey the Development Parcels is conditioned upon: <ul style="list-style-type: none"> • 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; and • Developer's providing the District development and completion guaranties and land note guaranties to the District's satisfaction.
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 Parcels are being redeveloped with a residential component, the District requires that the applicable Inclusionary Zoning affordable housing requirements be met.
Green Building Requirements	Developer shall construct the project improvements in accordance with the <i>Green Building Act of 2006</i> , D.C. Official Code § 6-1451.01 <i>et seq.</i> , and DC's Stormwater Management Program stated in 21 DCMR, Chapter 5, and DC's flood hazard rules stated in 20 DCMR, Chapter 31. 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-Certified" building. 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 "Certified" level for the Improvements once construction has been completed.
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 Parcels 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 Respondent hereby acknowledges its agreement to be bound to the provisions of this Statement of Minimum Business Terms in the event the Respondent is selected to negotiate for the development and disposition of the Development Parcels. The terms of the disposition agreement and ground lease 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:

**APPENDIX F | FORM OF ACKNOWLEDGEMENT OF MUTUAL AGREEMENT WITH
THE AFRICAN AMERICAN CIVIL WAR MUSEUM**

The undersigned, certifies, and acknowledges:

1. I, [Name] _____, [Title] _____, on behalf of Respondent [Company Name] _____ to a certain Request For Proposals for the Grimke School Redevelopment (“RFP”), acknowledge the provisions of D.C. Law 20-61, the “African-American Civil War Memorial Freedom Foundation Inc. Museum Development Act of 2013”, requiring that any redevelopment of the Grimke School provide for the exclusive use, renovation, and expansion of no less than 10,000 square feet for the establishment and operation of the African American Civil War Museum and its visitor center.

2. Respondent hereby certifies that, pursuant to the requirements of the RFP and D.C. Law 20-61, the design of the African American Civil War Museum and its visitor center, as well as the general sublease terms (e.g. annual lease payment and term of the sublease), submitted in Respondent’s response to the RFP, are mutually agreed upon by Respondent and the African American Civil War Museum.

3. The mutual agreement, for the purpose of responding to the RFP, between Respondent and the African American Civil War Museum regarding design and the general sublease terms are evidenced by the signature of Respondent and the African American Civil War Museum as follows:

Respondent Signature

African American Civil War Museum Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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: 1923 Vermont Avenue, NW and 912 U 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)

US Department of Housing and Urban Development
 Section 8 Existing Housing Allowances
 for Tenant Furnished Utilities and Other Services

4/2/2014

Washington, DC

Town House - Exterior

Utility or Service	Monthly Dollar Allowance					
	EFF.	1BR	2BR	3BR	4BR	5BR
Heating						
a. Natural Gas			\$87	\$104	\$121	\$138
b. Bottle Gas						
c. Oil			\$221	\$265	\$309	\$353
d. Electric			\$208	\$250	\$291	\$333
Air Conditioning			\$27	\$32	\$37	\$43
Cooking						
a. Natural Gas			\$17	\$20	\$22	\$24
b. Electric			\$21	\$26	\$29	\$33
c. Bottle Gas						
Other Electric: Lighting, Refrigeration, etc			\$44	\$53	\$61	\$70
Water Heating						
a. Natural Gas			\$24	\$30	\$36	\$49
b. Electric			\$29	\$39	\$49	\$68
c. Bottle Gas						
d. Oil			\$40	\$54	\$67	\$94
Water			\$36	\$48	\$60	\$85
Sewer			\$42	\$57	\$71	\$99
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.

US Department of Housing and Urban Development Section 8 Existing Housing Allowances for Tenant Furnished Utilities and Other Services					4/2/014	
Washington, DC			Town House - Interior			
Utility or Service	Monthly Dollar Allowance					
	EFF.	1BR	2BR	3BR	4BR	5BR
Heating						
a. Natural Gas			\$74	\$88	\$103	\$118
b. Bottle Gas						
c. Oil			\$188	\$226	\$263	\$301
d. Electric			\$177	\$213	\$248	\$284
Air Conditioning			\$24	\$29	\$33	\$38
Cooking						
a. Natural Gas			\$17	\$20	\$22	\$24
b. Electric			\$21	\$26	\$29	\$33
c. Bottle Gas						
Other Electric: Lighting, Refrigeration, etc			\$44	\$53	\$61	\$70
Water Heating						
a. Natural Gas			\$24	\$30	\$36	\$49
b. Electric			\$29	\$39	\$49	\$68
c. Bottle Gas						
d. Oil			\$40	\$54	\$67	\$94
Water			\$36	\$48	\$60	\$85
Sewer			\$42	\$57	\$71	\$99
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					
	Other (specify)					
Address of Unit						
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.

US Department of Housing and Urban Development Section 8 Existing Housing Allowances for Tenant Furnished Utilities and Other Services					4/2/2014	
Washington, DC			Walk Up Apartments			
Utility or Service	Monthly Dollar Allowance					
	EFF.	1BR	2BR	3BR	4BR	5BR
Heating						
a. Natural Gas	\$35	\$47	\$59	\$71	\$83	\$94
b. Bottle Gas						
c. Oil	\$90	\$120	\$150	\$181	\$211	\$241
d. Electric	\$85	\$114	\$142	\$170	\$199	\$227
Air Conditioning	\$12	\$15	\$19	\$23	\$27	\$31
Cooking						
a. Natural Gas	\$13	\$14	\$17	\$20	\$22	\$24
b. Electric	\$12	\$15	\$21	\$26	\$29	\$33
c. Bottle Gas						
Other Electric: Lighting, Refrigeration, etc	\$26	\$35	\$44	\$53	\$61	\$70
Water Heating						
a. Natural Gas	\$11	\$18	\$24	\$30	\$36	\$49
b. Electric	\$10	\$20	\$29	\$39	\$49	\$68
c. Bottle Gas						
d. Oil	\$13	\$27	\$40	\$54	\$67	\$94
Water	\$12	\$24	\$36	\$48	\$60	\$85
Sewer	\$14	\$28	\$42	\$57	\$71	\$99
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						
Address of Unit	Heating					
	Air Conditioning					
	Cooking					
	Other Electric					
	Water Heating					
	Water					
	Sewer					
	Trash Collection					
	Range					
	Refrigerator					
Number Of Bedrooms	Other (specify)					
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.

US Department of Housing and Urban Development
Section 8 Existing Housing Allowances
for Tenant Furnished Utilities and Other Services

4/2/2014

Washington, DC		High Rise				
Utility or Service	Monthly Dollar Allowance					
	EFF.	1BR	2BR	3BR	4BR	5BR
Heating						
a. Natural Gas	\$29	\$39	\$49	\$59	\$69	\$79
b. Bottle Gas						
c. Oil	\$75	\$100	\$125	\$150	\$176	\$201
d. Electric	\$71	\$95	\$118	\$142	\$166	\$189
Air Conditioning	\$9	\$12	\$15	\$18	\$21	\$24
Cooking						
a. Natural Gas	\$13	\$14	\$17	\$20	\$22	\$24
b. Electric	\$12	\$15	\$21	\$26	\$29	\$33
c. Bottle Gas						
Other Electric: Lighting, Refrigeration, etc	\$26	\$35	\$44	\$53	\$61	\$70
Water Heating						
a. Natural Gas	\$11	\$18	\$24	\$30	\$36	\$49
b. Electric	\$10	\$20	\$29	\$39	\$49	\$68
c. Bottle Gas						
d. Oil	\$13	\$27	\$40	\$54	\$67	\$94
Water	\$12	\$24	\$36	\$48	\$60	\$85
Sewer	\$14	\$28	\$42	\$57	\$71	\$99
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.