



965 Florida Avenue, NW

Square 2873, Lot 1102

A Development Opportunity near the U Street Corridor

Release Date: **November 16, 2012**

Submission Deadline: **Tuesday, February 12, 2013**

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: Corey Lee, Project
Manager**



SOLICITATION

District of Columbia

Office of the Deputy Mayor for Planning and Economic Development

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Questions regarding this Solicitation should be submitted via e-mail only to Corey.Lee@dc.gov. Respondents shall not direct questions to any other person within the District government except as allowed elsewhere in this Solicitation. 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 redevelop an approximately 1.45ac parcel located at street address 965 Florida Avenue, NW, in the Shaw/Cardozo neighborhood of Ward 1, designated as Lot 1102 in Square 2873 (the "Site"). The Site is located near the southwestern edge of the Howard University campus, currently serves as an unused parking lot, and contains one small abandoned building on its southwest corner. The Site is bounded by Sherman Avenue NW and Florida Avenue NW to the west, a development known as Howard Plaza Towers to the north, 9th Street and a Howard University-owned lot to the east, and a privately-owned lot to the south.

The Goal

The District seeks high-density, mixed-use development consisting of residential, retail, and office (or other allowable) uses. Respondents should designate an appropriate percentage of any residential units designated as workforce or affordable housing ("Inclusionary Units") so as to meet or exceed Inclusionary Zoning ("IZ") requirements. Respondents are also invited to provide for additional affordable housing units ("Affordable Dwelling Units") as further described in this solicitation.

Respondents should seek to (i) maximize economic value to the District; (ii) fully respond to the goals and objectives of the Comprehensive Plan and the Duke Small Area Plan; and (iii) advance employment opportunities for local residents and businesses.

Any proposal for the development of this Site must include the establishment of a public right of way via Bryant or W Street and, if Bryant Street, the construction of a one block segment of Bryant Street along the northern border of the Site. This public right of way will facilitate the east-west connection between Sherman Avenue / Florida Avenue and Georgia Avenue.

DMPED invites qualified Development Teams to respond to this Solicitation for the disposition and development of the Site under a fee simple or ground lease structure.

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

*Selection Process Timetable**

1. Issuance of Solicitation	November 16, 2012
Pre-Response Conference (815 Florida Avenue, NW, Washington, DC, 20001, 10:30 AM)	November 28, 2012
2. Solicitation Response Due Date (3:00 PM ET)	February 12, 2013
Community Presentation by Development Team Respondents	March 2013
3. Notification of Short Listed Development Team Respondents (If Applicable)	April 2013
Request for Best and Final Offer (If Applicable)	April 2013
Best and Final Submission Due Date (If Applicable)	TBD
4. Final Selection of Development Team	May 2013
Submission of Disposition Agreement & Accompanying Legislation to District of Columbia Council	September 2013

**Subject to change*

Site Information

The Site (Square 2873, Lot 1102) is located at the intersection of Sherman Avenue and Florida Avenue, NW. Comprising approximately 1.45 acres and situated in the Shaw/Cardozo neighborhood of Ward 1, the Site sits near the southwestern edge of the Howard University campus and currently serves as an unused parking lot, with the exception of one small abandoned building on its southwest corner. The Site boundaries are Sherman Avenue NW and Florida Avenue NW to the west, Howard Plaza Towers to the north, 9th street and a Howard University-owned lot to the east, and a privately-owned lot to the south. Howard University Hospital lies just a few blocks southeast of the Site and the medical campus is just two blocks west, across Georgia Avenue.

It is important that any development proposal adhere to the Duke Small Area Plan (the "Duke Plan") approved by the DC Council in 2005 and the Howard University Campus Plan recently approved by the DC Zoning Commission in 2012. The Duke Plan requires east-west connections along Bryant Street and W Street alignments between Sherman Avenue / Florida Avenue and Georgia Avenue. Any development proposal for 965 Florida Ave NW shall include the establishment of a public right of way via Bryant or W Street and, if Bryant Street, the construction of a one block segment of Bryant Street along the northern border of the Site with a minimum right-of-way of 55 feet in width. The concept design for this street includes a 30' curb to curb roadway with a 5' tree space and 7.5' sidewalk on both sides of the road; however the exact design of the street will be reviewed and approved by DDOT. In particular, the final operations and geometric design of the juncture of Bryant Street, W Street, or both with Sherman Ave / Florida Ave will need to be determined in concert with DDOT.

The below tables and map are based on the existing tax lot.

Ward:	1
ANC:	1B
Street Address:	965 Florida Avenue, NW
Square:	2873
Lot:	1102
Lot Size:	Approximately 63,418 SF, including areas to be established as public street ROW
Current Use:	Vacant, with the exception of small abandoned building
Topography:	Relatively level paved lot at street grade
Environmental Condition:	See "Site Condition" section, p. 18
Zoning:	CR - Mixed Use (Commercial Residential)



District of Columbia Policy Goals & Requirements

Planning Framework

Proposed development strategies should be consistent with the Comprehensive Plan and the Duke Plan.

- **DUKE PLAN: Framework for a Cultural Destination for Greater Shaw/U Street 2005**
The Duke Plan is a result of an extensive community planning process that outlines specific development and use targets between the Shaw-Howard University and U Street/African-American Civil War Memorial/Cardozo metro stations. About 500 community, business and institutional stakeholders provided input during the series of community meetings which led to this document.

The Duke Plan provides guidance in public policy decision-making to District agencies and commissions on affordable housing needs, local business development, existing and new cultural facilities and programming, quality public realm investments, transportation and traffic, zoning and local resident participation.

Specifically for this Site, the Duke Plan calls for greater connectivity through the area, and to this end, indicates that Bryant Street will be made continuous between Georgia Avenue and Sherman Avenue NW. Howard University, through the Howard University Campus Plan approved by the Zoning Commission in 2012 has accommodated this right-of-way through their property. While this would provide significant improvements to this Site in terms of connectivity and access options, this may limit the eventual size of the parcel and the development potential of the Site.

Additional information regarding small area plans and studies for Ward 1 may be obtained from the District’s Office of Planning website (<http://planning.dc.gov/>) or by contacting Tarek Bolden at the Office of Planning at 202.442.7619 or tarek.bolden@dc.gov.

Zoning

The Site is zoned CR – Mixed Use (Commercial Residential). This designation permits diverse land uses including a mix of residential, office, retail, recreational, light industrial and others. Inclusionary Zoning applies to the Site. The following are the basic requirements of the CR Zone:

Matter-of-Right:

6.0 FAR maximum; 90 feet maximum; 3.0 maximum non-residential FAR;
75% maximum residential lot occupancy.

Planned Unit Development (PUD):

8.0 FAR maximum; 110 feet maximum; 4.0 maximum non-residential FAR;
75% maximum residential lot occupancy.

Inclusionary Zoning:

7.2 FAR maximum; 100 feet maximum; 3.0 maximum non-residential FAR;
80% maximum residential lot occupancy.

Public Space:

10% of lot area

Respondents may propose to develop the Site to conform to the matter-of-right zone designation, seek variance or special exception relief, or propose, a Planned Unit Development (a “PUD”). Respondents should detail their zoning strategy, including a detailed explanation and justification for any proposed special exception or variance relief from the zoning requirements, and present an estimated schedule that fully describes each step in the approval process necessary for assumed entitlements. (Respondents will be responsible for all costs associated with obtaining a PUD, variances, or special exceptions.)

Respondents should review all applicable District of Columbia Zoning regulations prior to submitting responses. Please refer to Title 11 of the District of Columbia Municipal Regulations (“DCMR”) for a complete list of zoning provisions and requirements. Zoning regulations and maps are available on the Office of Zoning website (<http://www.dcoz.dc.gov/>).

Community & Stakeholder Outreach

The success of any development project hinges on the inclusion and support of the local community. The desires of community stakeholders who live in and around the burgeoning Shaw/Cardozo neighborhood of Ward 1B are of critical importance to the District. Accordingly, DMPED expects respondents to incorporate into their proposals feedback from key community stakeholders, including relevant ANC Commissioners and residents.

Sustainability and Green Building Requirements

In July 2011, Mayor Gray announced a plan to make DC the greenest, healthiest, and most livable city in the nation when he tasked the Office of Planning (OP) and the District Department of the Environment (DDOE) with leading the Sustainable DC project. Covering the next 20 years, the Sustainable DC initiative is crafted for and by the city's diverse and knowledgeable community with the ultimate goal of making DC more socially equitable, environmentally responsible and economically competitive.

Sustainable DC has engaged people across the city by raising awareness, gathering public input, and tapping into the industry and business leaders the District is fortunate to headquarter. In April 2012, OP and DDOE issued "A Vision for a Sustainable DC," which accomplishes two things: (1) sets the vision for the city as a whole and (2) provides the framework for a detailed strategy to achieve this vision. The document is available online at: <http://sustainable.dc.gov/publication/dcs-vision>.

The Site shall be developed in compliance with the District of Columbia's Green Building Act of 2006, D.C. Official Code § 6-1401.01 *et seq.* (2008 Repl.) and DC's Stormwater Management Program stated in 21 DCMR, Chapter 5. Respondents' responses shall incorporate these requirements. Specific design criteria are stated in the Storm Water Guidebook which is available online at <http://ddoe.dc.gov/publication/stormwater-guidebook>.

Respondents should review the document and highlight their qualifications and experience in sustainable development in their response. Respondents are recommended to demonstrate how their proposals will use innovative sustainable materials and methods to achieve the required development. **Proposals which utilize sustainable materials and development strategies that relate to the vision for a Sustainable DC while achieving the requirements of the scope will receive preference.**

First Source

Pursuant to Mayor's Order 83-265, DC Law 5-93, as amended, and DC Law 14-24, Respondents recognize that one of the primary goals of the District of Columbia government is the creation of job opportunities for District of Columbia residents. Accordingly, the Respondent selected by the District to negotiate a disposition agreement shall enter into a First Source Agreement, prior to execution of a disposition agreement, with the Department of Employment Services ("DOES") that shall, among other things, require the Respondent to: (i) use diligent efforts to hire and use diligent efforts to require its architects, engineers, consultants, contractors, and subcontractors to hire at least fifty-one percent (51%) District of Columbia residents for all new jobs created by the development project, all in accordance with such First Source Employment Agreement and (ii) use diligent efforts to ensure that at least fifty-one percent (51%) of apprentices and trainees employed are residents of the District of Columbia and are registered in apprenticeship programs approved by the DC Apprenticeship Council. Respondents must complete the Form of Acknowledgement attached as Appendix A. 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>.

Please contact Anetta Graham at DOES at 202.724.7000 or anetta.graham@dc.gov for more information.

Certified Business Enterprises

The Respondent selected by the District to enter into a disposition agreement shall enter into a Certified Business Enterprise ("CBE") Agreement with the District's Department of Small and Local Business Development ("DSLBD"). Pursuant to D.C. Official Code §10-801(b)(6), the selected Respondent will enter into an agreement that shall require the Respondent to contract with Certified Business Enterprises for **at least 35% of the contract dollar volume of the project, and shall require at least 20% equity and 20% development participation of Certified Business Enterprises.** Respondents are encouraged to exceed the District's CBE participation requirements. Respondents must complete the Form of Acknowledgement attached as Appendix A. Please contact Tabitha McQueen at DSLBD at 202.727.3900 or tabitha.mcqueen@dc.gov for more information.

Local Hiring & Opportunities

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

Transportation and Public Space

The District Department of Transportation is committed to achieving an exceptional quality of life in the nation's capital through more sustainable travel practices, safer streets and outstanding access to goods and services. Central to this vision is improving energy efficiency and modern mobility by providing next generation alternatives to single occupancy driving in the city. To facilitate this vision, DDOT engages public and private entities in the process of delivering land development projects to insure this vision is realized. In this process, DDOT works with project sponsors to minimize the impacts to the transportation network through the creation of an appropriate site plan that addresses Site access, loading, and public space and a transportation demand management plan that minimizes vehicular trips and provides for adequate non-motorized facilities.

Respondents should be prepared to, at their sole cost and expense, reach an acceptable agreement with the District regarding the establishment of an east-west connection and public right of way. Respondents should also be prepared to, at their sole cost and expense, construct any required public right of way between Florida / Sherman Ave and 9th Street in accordance with DDOT's Standards and Guidelines and the Council-approved Duke Plan. The Respondent should note that the Duke Plan provides for the re-dedication of a portion of 9th Street to the east of the site. A cul-de-sac easement which is no longer required in this area may need to be released.



Please note that above view of Site is approximate—the Respondent should consult the record plat for a definitive legal description of the Site.

Developer may use any materials that meet or exceed DDOT structural integrity standards. District reserves the right to transfer in fee or by ground lease the portion of the Site on which streets, including appurtenant sidewalks and all transportation infrastructure, will be constructed by Respondent.

Additionally, Developer is encouraged to construct vehicle ingress / egress (i.e. driveway(s)), curb cuts, or loading docks / bays on streets **other than** Florida Avenue or Sherman Avenue. These access and loading facilities should ideally be located on a newly constructed Bryant Street, W Street, or 9th Street in order to serve the needs of the Site. However, if alternative locations are proposed, they will be subject to DDOT approval.

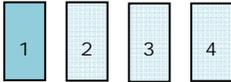
In partnership with the District Department of Transportation, OP works to ensure the design of public space is of high quality and meets minimum requirements. To this end, the District has in place streetscape standards, guidelines, and policies to guide changes to public space. Uses that impact the 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. Existing curb cuts may or may not be permitted to be retained and reused. Please contact Jamie Henson at DDOT at 202.671.1324 or jamie.henson@dc.gov for more information.

Davis Bacon

It shall be the sole responsibility of the selected Respondent to determine whether its proposed development program for the Site requires compliance with the provisions of the Davis-Bacon Act, 40 U.S.C. § 276(a), and the regulations promulgated therewith.

SELECTION PROCESS & RESPONSE REQUIREMENTS



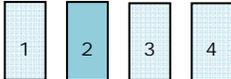
Release of Solicitation

Issuance of Solicitation

DMPED is releasing this Solicitation. The Solicitation is posted on DMPED's website: <http://dcbiz.dc.gov/>.

Pre-Response Conference

A pre-response conference will be held on **November 28, 2012** at **815 Florida Ave, NW, Washington, DC, 20001**, at **10:30 AM**.



Response Requirements

The District will determine, in its sole and absolute discretion, whether each response received in reply to the Solicitation is responsive 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:

- Responses shall be prepared on 8½" x 11" letter-size paper, bound length-wise, with tabs to separate sections.
- Responses must respond to each Solicitation item in the order outlined below in the "Response Contents" section. Each sub-section must be separated by tabs with sub-section headings.
- Responses must not exceed twenty-five (25) pages, excluding appendices.

Response Contents

Executive Summary

Respondents shall provide an Executive Summary of their response. The Executive Summary should highlight key components of the Respondent's response. In particular it should (1) articulate the vision for the Site; (2) discuss how the District and surrounding neighborhood will benefit from the proposed project (i.e., economic impact, job creation, etc.); and (3) describe how the proposed project fits within the existing neighborhood fabric.

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>
Capital Sources	<i>If applicable, construction and permanent lenders, major investors, and other key consultants, if any, included in the financing plan.</i>
Design Team	<i>If applicable, any architects, engineers, consultants, etc. included as part of the proposed team.</i>
Other relevant team members	<i>If applicable, please identify.</i>

Team Member Details

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

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

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.

Organization Status

Respondents shall provide (1) the status of their organization (whether 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 it is organized and operating, including a brief history of the 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 Development Team 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; 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' teams must be eligible to transact business with the District and in the District.

Qualifications and Experience

Respondent shall identify three (3) urban infill development projects comparable to Respondent's proposed project, and with which Respondent or their key personnel have had primary involvement. Respondent should include, if applicable, past projects that have gone through a planned unit development approval process. 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 obtaining LEED or Green Communities certifications. Highlight in particular expertise in the areas of energy efficiency, on-site clean energy generation, green roofs, and/or environmentally friendly technologies.
- xi. Illustrative materials that will help the District evaluate the caliber, innovation and relevant experience of the Development Team; and

- xii. References (at least one per project), including names, mailing addresses, e-mail addresses, telephone numbers, and a letter authorizing each reference to respond to inquiries regarding the design, financing, development, disposition, or management of prior projects.

Project Concept

Respondents shall describe, in detail:

- i. The overall concept and vision for the Site; and describe how the vision will integrate with and enhance the surrounding community that borders the Site; and incorporate the concept design for an east-west connection which includes a 30' curb to curb roadway with a 5' tree space and 7.5' sidewalk on either side of the road.
- ii. Development plans (Respondents may provide conceptual design drawings that are sufficient in detail to be easily evaluated by the District),
- iii. Evidence of market demand for Respondent's proposed uses;
- iv. Respondent's property rights in other parcels, if any, that may be accretive to the project;
- v. The project's zoning strategies, including a detailed explanation and justification for any proposed variance from the residential requirements. Respondents should provide a schedule that fully describes each step in the approval process necessary for entitlements assumed in the response. The project must comply with the District's Inclusionary Zoning program; and
- vi. If applicable, the phasing plan that describes Respondent's strategy and timing for delivering various components of the project.
- vii. Proposals that utilize sustainable materials and design features that exceed certification requirements under the Green Building Act will receive preference;
- viii. Projects that meet the specific goals of the Vision for a Sustainable DC while achieving the requirements of the scope will receive preference.

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

Affordable Housing

Respondents **must comply** with the Inclusionary Zoning provisions of the District of Columbia Zoning Ordinance by providing for Inclusionary Units (11 DCMR §§ 2600 *et seq.* (2012)).

Regarding the **optional** provision of additional 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. The Respondent's proposed operation and administration of any Affordable Dwelling Units in the project; and
- iii. How the project integrates Affordable Dwelling Units within the proposed development plans. (Affordable Dwelling Units 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 Site. 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 Affordable Dwelling Units 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.

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 E ("HUD Rent Calculation Table") 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 2011

Household Size	120% AMI	100% AMI	80% AMI	60% AMI	50% AMI	30% AMI
1	\$ 90,300	\$ 75,250	\$ 60,200	\$ 45,150	\$ 37,625	\$ 22,575
2	\$ 103,200	\$ 86,000	\$ 68,800	\$ 51,600	\$ 43,000	\$ 25,800
3	\$ 116,100	\$ 96,750	\$ 77,400	\$ 58,050	\$ 48,375	\$ 29,025
4	\$ 129,000	\$ 107,500	\$ 86,000	\$ 64,500	\$ 53,750	\$ 32,250
5	\$ 141,900	\$ 118,250	\$ 94,600	\$ 70,950	\$ 59,125	\$ 35,475
6	\$ 154,800	\$ 129,000	\$ 103,200	\$ 77,400	\$ 64,500	\$ 38,700

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 E)

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 Gilles Stucker at 202.442.4569 or gilles.stucker@dc.gov.

Project Implementation

Respondents shall identify and describe the following:

- i. The amount of sponsor equity immediately available to be committed to predevelopment activities upon selection (***Respondents should note that all such money expended is at the sole risk of the Development Team and under no circumstances shall the District be responsible to reimburse the same***); and
- ii. Respondent's timetable and milestones through project completion. Respondent is required to complete and submit with the response the "Schedule of Performance" attached in Appendix B. The Schedule of Performance should list each step in the development process through project completion and operation.

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.

First Source

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

Certified Business Enterprises

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

Local Hiring & Opportunities

Respondents are encouraged to incorporate in their responses the following:

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

Term Sheet & Conveyance

Respondents shall complete the Term Sheet attached as Appendix C, which Term Sheet shall serve as the basis for the negotiation of a disposition agreement with the selected Respondent. Under no circumstances whatsoever shall the Term Sheet be considered a contract binding on the District. At Closing under the final negotiated and executed disposition agreement, it is anticipated that the selected Development Team will purchase a fee interest or acquire a leasehold interest in the Site. The purchase price or ground lease payment due to the District is further described in the attached Term Sheet.

Financial Capacity

The District seeks to evaluate Respondents' ability and willingness to invest sponsor equity and self-fund project predevelopment costs (***Respondents should note that all such money expended is at the sole risk of the Development Team 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 Respondents and team members, 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 development of the Site.

Proposed Financing Strategy

The District seeks to ***maximize*** the cash proceeds or in-kind consideration from the disposition of the Site. In determining economic feasibility, Respondent may 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 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; and
- v. A detailed, fully functional and unlocked Microsoft Excel-based pro forma 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. The pro forma should also include a summary tab that neatly captures and consolidates the foregoing calculations.

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 250 words.

Deposit

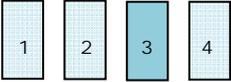
Development Solicitation Deposit

Amount: \$50,000
Format: Standby, irrevocable letter of credit (See Appendix D for form.)
Due At: Development Solicitation 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 identified by "965 Florida Avenue, NW – Solicitation" on the envelope, must be submitted to and received by 3:00 P.M. on **Tuesday, February 12, 2012**. Such responses must be 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: Corey Lee, 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 Solicitation and the best interests of the District.

Evaluation Criteria

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 and Community Stakeholder Goals

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

- i. Maximize economic value to the District;
- ii. Fully respond to the goals and objectives of the Comprehensive Plan and the Duke Plan;
- iii. Improve quality of life for the surrounding community; and
- iv. Advance opportunities for local residents and businesses.

More specifically, higher ratings will be given to Respondents who:

- i. Maximize the overall economic benefit to the District, including:
 - Maximizing the development envelope through assemblage of adjacent land parcels or modification of current zoning;
 - Maximizing value to the District through land value proceeds (paid by Respondent to the District) and incremental property and sales taxes; and
 - Maximizing community benefits through provision of affordable housing, cultural and neighborhood-serving amenities, and job creation and/or apprenticeship programs for Ward 1 residents, particularly for residents within a 1-mile radius of the Site.
- ii. Submit detailed apprenticeship programs that facilitate placing existing Ward 1 residents, particularly for residents within one mile of the Site, 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 Department of Employment Services (DOES) apprenticeship program, please visit <http://www.does.dc.gov/does/cwp/view,a,1232,q,618747.asp> or contact DOES Office of Apprenticeship Information and Training.
- iii. Provide Ward 1 businesses with opportunities to participate in the Project. Evidence of the inclusion of such businesses shall be in the form of written confirmation from such neighborhood-based businesses which shall include the scope and details of the said businesses’ involvement in the Project.

Development Vision

Respondents should propose innovative, market-viable ideas for redevelopment of the Site. DMPED encourages Respondents to consider, in their development vision, the District’s goals with respect to promoting vibrant, walkable, mixed-use neighborhoods and commercial corridors with a high quality of building and site design.

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;
- iii. Are sustainable developments that have minimal impact on the environment and achieve LEED certifications; and

Qualifications and Experience of Respondents

The District will more highly rate Respondents who:

- i. Demonstrate, through entity experience and expertise of proposed key personnel, that they are qualified to execute the proposed development plan;
- ii. Have successfully served in lead developer roles for completed projects of a similar scale and scope to the project proposed by Respondents; and
- iii. Provide evidence of sufficient organizational and financial capability to ensure successful and timely delivery of the project.

Project Financial Feasibility and Development Team Financial Capacity

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

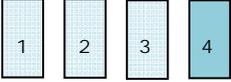
- i. Demonstrate that they possess the financial resources to execute the project requirements with no District-based subsidy;
- ii. Provide funding plans, including sources and uses tables and multi-year pro-forma development budgets;
- iii. Display a willingness to provide the District with fair consideration 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, the DMPED and/or the Panel may, at its sole discretion, identify a short list of Development Team Respondents, and reserves the right, in its 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 Development Team Respondents may be asked to present their "Best and Final Offers" to the community to gain additional community feedback.



Final Selection of Development Team

Final Selection & Notice

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

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

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

Post-Selection Due Diligence

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

Disposition Agreement & Approval

If one Respondent is chosen by the District for commencement of negotiations, the selected Respondent may be requested by the District to proceed to negotiate a disposition agreement. If the District and the 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 Solicitation; re-issue the Solicitation; issue a modified Solicitation, or take such other measures as it deems reasonable, appropriate, or necessary. **All costs incurred by the Respondents in responding to this Solicitation 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 Solicitation, the Term Sheet (see Appendix C), 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 for its approval of the disposition of the Site in accordance with D.C. Official Code § 10-801 (2008 Supp.). **In accordance with D.C. Official Code § 10-801, the District is not authorized to convey or lease any real property unless and until authorized by the Council.**

Disposition Agreement Payment

Amount: Ten percent (10%) of the Purchase Price as defined in the Term Sheet
Format: Cash
Due At: Execution of Disposition Agreement

Closing Payment

Amount: Remaining ninety percent (90%) of the Purchase Price as defined in the Term Sheet
Format: Cash
Due At: Closing

Site Condition

As-Is Condition

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

Environmental Remediation

Information regarding existing Environmental Reports relating to the Site can be found at the following website:

[https://\[NAKIA NEWTON TO INSERT WEBSITE\]](https://[NAKIA NEWTON TO INSERT WEBSITE])

Any environmental reports listed on the foregoing website are for informational purposes only and are provided to Respondents without warranty or representation of any type by the District.

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

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 Site.

Predevelopment and Development Costs

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

- Respondents shall be solely responsible for all pre-development costs (including costs of demolition of existing improvements and due diligence studies such as traffic, geotechnical, storm water management 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 B (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

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

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

Conflicts of Interest

Disclosure

Respondents must represent and warrant the following to the District:

- i. The compensation to be requested, offered, paid or received in connection with this Solicitation has been developed and provided independently and without consultation, communication, or other interaction with any other competitor for the purpose of restricting competition related to this Solicitation or otherwise;
- ii. No person or entity employed by the District or otherwise involved in preparing this Solicitation on behalf of the District: (i) has provided any information to Respondents that was not also available to all entities responding to the Solicitation; (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 Solicitation; or (iv) will benefit financially if Respondents are selected in response to the Solicitation; 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 Solicitation or any other Solicitation or other 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 Solicitation. 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 Solicitation, 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 Solicitation by Respondents, or which may affect performance in response to the Solicitation 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 Solicitation. 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 Solicitation. 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 Solicitation and until final selection, Respondents shall not communicate with DMPED or District staff about the Solicitation or issues related to the Solicitation except as permitted under this Solicitation.

Selection Non-Binding

The selection by the District of a Respondent indicates only the District's intent to negotiate with the 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 Solicitation.

Confidentiality

Responses and all other information and documents submitted in response to this Solicitation are subject to the District's Freedom of Information Act (D.C. Official Code § 2-531 et seq.) ("FOIA"), which generally mandates the disclosure of documents in the possession of the District upon the request of any person, unless the content of the document falls within a specific exemption category (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 Solicitation process, Respondents agree to hold the District, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this Solicitation.

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 Site, all deposits will be returned to the Respondent and the District shall be released from any and all further liability.

“Stand-Alone” Projects

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

Disclosure of Fees

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

Restrictions

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

- i. All Respondents, its members, agents, or employees, are prohibited from: (i) making offers 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 Solicitation;
- 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 Solicitation 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 Solicitation, the rescission of a Respondent's award, and/or termination of any agreement between a Respondent and the District.

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

APPENDIX A | FORM OF ACKNOWLEDGEMENT

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

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), 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 demonstrates that the CBE partners meet or exceed the 20% participation goal established by DSLBD. The CBE partners must be certified by DSLBD and documentation showing certification must be made available to the Deputy Mayor's Office for Planning & Economic Development upon request. LOIs should include the following:

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

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

APPENDIX B | SCHEDULE OF PERFORMANCE

(To be completed and submitted with response)

Milestone	Completion Date
Final Selection & Notice	May 2013
Substantial Completion of Disposition Agreement	August 2013
Submission of Surplus and Disposition Legislation to D.C. Council	September 2013
Execution of Disposition Agreement (Subject to Council Approval of Surplus and Disposition Legislation)	Within 15 days of Council Disposition Approval
PUD Application Filed	Within ____ days of Disposition Agreement execution
Permit Drawing Submission to DCRA	Within 60 days after PUD Zoning Order is received
Building permit issuance	
Construction Financing Commitment Received	
Closing and submission of Closing Payment	Within ____ months after PUD Zoning Order received
Construction commences	Within 30 days after Closing
Substantial completion of construction	Within ____ months after construction commencement
Certificate of Occupancy issued	

APPENDIX C | TERM SHEET

Disposition of 965 Florida Avenue NW – Site Term Sheet

Seller	Government of the District of Columbia, acting by and through the Deputy Mayor for Planning and Economic Development (the “ District ”)
Developer	To be determined
Description of Real Property	The parcel of land known for tax and assessment purposes as Square 2873, Lot 1102 (the “ Site ”).
Disposition Structure	The Site will be conveyed from the District to the Developer under a fee simple or ground lease structure pursuant to D.C. Official Code § 10-801(b)(8)(F).
Closing Date	“Closing Date” means the date on which the fee disposition or ground lease of the Site is consummated per the executed disposition agreement.
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 (if acquiring fee title) or an amount equal to ten percent (10%) of the Land Value (if entering into a ground lease) at the time the disposition agreement is executed (the “ Disposition Agreement Payment ”). The Disposition Agreement Payment shall not be refundable.
Closing Payment	In consideration of the District transferring the Site to the Developer, Developer shall pay to the District at Closing an amount equal to (i) ninety percent (90%) of the Purchase Price or, in the event of a ground lease, (ii) an amount equal to ten percent (10%) of the Land Value (the “ Closing Payment ”).
Purchase Price (If fee simple acquisition)	
Land Value (If ground lease)	
Ground Rent Factor	6.5%
Annual Ground Rent	“Annual Ground Rent” means 6.5% of the sum of Land Value less both the Disposition Agreement Payment and the Closing Payment (i.e., $6.5\% \times (LV - DP - CP)$).
Lump Sum Ground Rent Option	In lieu of Annual Ground Rent, Developer shall have the option to propose a lump-sum ground rent payment equal to the present value of the Annual Ground Rent over the term of the ground lease.
Annual Ground Rent Escalation	Annual Ground Rent shall increase by ten percent (10%) on every 5 th anniversary of the Closing Date.
Fair Market Value (FMV) Annual Ground Rent Recalculations	Annual Ground Rent shall be recalculated on the (i) 30 th anniversary of the commencement date of the ground lease and (ii) every subsequent 25 th anniversary of the initial recalculation date during the term of the ground lease. Each recalculation shall be based on the then-current fair market value of the Site, determined by appraisal, which shall be equal to the product of (a) 100% of the appraised value (determined as if the Site were (i) encumbered by the ground lease, (ii) unimproved by any improvements, and (iii) to be used for the actual uses in place), and (b) the Rent Factor; provided, however, the Annual Ground Rent resulting from each recalculation shall not be greater than 120% or less than 100% of the preceding year’s Annual Ground Rent.
Conditions of Closing	In addition to the conditions of Closing required by the District, the District’s obligation to convey the Site 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 acceptable to the District in the District’s sole and absolute discretion.
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 which must be approved by the District. The District shall not be obligated to extend any 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 Site is being redeveloped to consist of a residential component, the District requires that the applicable Inclusionary Zoning affordable housing requirements for the Site 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 § 6-1401.01, <i>et seq.</i> (2008 Repl.) and DC's Stormwater Management Program stated in 21 DCMR, Chapter 5. In addition, Developer must submit with its building permit application a LEED checklist indicating that the Improvements are designed to include sustainable design features such that the Improvements meet the standards for certification as a "LEED-Certified" building. Developer 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 Site 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 Inclusionary Zoning Covenant, and, if applicable, an Affordable Housing Covenant, which may be amended with the approval of the District.

The Respondent hereby acknowledges and agrees that it will be bound by the provisions of this Term Sheet in the event the Respondent is selected to negotiate for the development and disposition of the Site. The terms of the disposition shall be consistent with the terms of this Term Sheet unless the District otherwise agrees in writing, in its sole and absolute discretion.

RESPONDENT:

BY: _____

Name:

Title:

APPENDIX D | FORM IRREVOCABLE LETTER OF CREDIT

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

ISSUER:

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

[Name of bank]

[Bank address]

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

Beneficiary

Applicant

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

[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: 965 Florida Avenue 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 [Insert here 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 Letter of Credit 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)

APPENDIX E | HUD RENT CALCULATION TABLE

US Department of Housing and Urban Development Section 8 Existing Housing Allowances for Tenant Furnished Utilities and Other Services						1/27/2012	
Washington, DC			High Rise				
Utility or Service	Monthly Dollar Allowance						
	EFF.	1BR	2BR	3BR	4BR	5BR	
Heating							
a. Natural Gas	\$27	\$37	\$46	\$55	\$64	\$73	Htg Factor per DET 0.5
b. Bottle Gas							
c. Oil	\$72	\$96	\$120	\$144	\$168	\$192	Clg Factor per DET 0.5
d. Electric	\$67	\$90	\$112	\$135	\$157	\$179	
Air Conditioning	\$8	\$11	\$14	\$17	\$20	\$22	
Cooking							
a. Natural Gas	\$11	\$12	\$16	\$18	\$20	\$22	
b. Electric	\$15	\$17	\$23	\$27	\$30	\$33	
c. Bottle Gas							
Other Electric: Lighting, Refrigeration, etc	\$25	\$33	\$42	\$50	\$58	\$67	
Water Heating							
a. Natural Gas	\$9	\$16	\$21	\$27	\$33	\$45	
b. Electric	\$12	\$22	\$32	\$41	\$50	\$69	
c. Bottle Gas							
d. Oil	\$13	\$26	\$39	\$51	\$64	\$90	
Water	\$13	\$26	\$38	\$51	\$64	\$89	
Sewer	\$15	\$31	\$46	\$61	\$77	\$107	
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.