



Fifth and I

901 5th Street NW | Square 0516, Lot 0059

Release Date: **April 25, 2013**

RFEI Proposal Submission Deadline: **July 19, 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, DC 20004
Attn: Ivan Matthews, Project Manager



REQUEST FOR EXPRESSIONS OF INTEREST

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

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Questions regarding this Request For Expressions of Interest should be submitted via e-mail only to Ivan.Matthews@dc.gov. Respondents shall not direct questions to any other person within the District except as allowed elsewhere in this RFEI. 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 develop the following lot 0059 in Square 0516, located at the intersection of 5th Street and I Street NW.

DMPED invites qualified Development Teams ("Respondents") to respond to this Request For Expressions of Interest ("RFEI") for the disposition and development of lot 0059 in Square 0516 ("Development Parcel"), totaling 20,641 sq. ft. (see Figures 1 & 2 for Development Parcel Map and Information) pursuant to a ground lease of no less than thirty (30) years or a fee simple transfer. The proposed development plans should reflect the important value of this site to the surrounding community and embody the following characteristics:

- High architectural design quality that maximizes density,
- Economic viability,
- Residential condominium or rental component, including an affordable housing component,
- Robust local and small business neighborhood serving retail, and
- A transit oriented development that reflects the project's adjacency to multiple Metro Stations.

The Development Parcel is zoned C-2-C within the Downtown Development Overlay and Mount Vernon Triangle Overlay. Additionally, the Development Parcel lies within the Mount Vernon Triangle Historic District. DMPED seeks a developer that will develop the lot in keeping with the goals set out in this RFEI, and will accept both matter-of-right and Planned Unit Development ("PUD") development proposals. However, DMPED encourages Respondents to submit a matter-of-right development proposal that supports an accelerated development timeline.

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

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

Selection Process Timetable*

1. Issuance of RFEI Pre-Response Conference (2-3pm)	April 25, 2013
	June 7, 2013
2. RFEI Proposal Submission Deadline (3pm)	July 19, 2013
3. Selection Recommendation Panel Convenes	Summer, 2013
4. Notification of Short Listed Development Team Respondents (If Applicable) Community Presentation by Development Team Respondents Request for Best and Final Offer (If Applicable) Best and Final Submission Due Date (If Applicable)	Late Summer, 2013
	Fall, 2013
	TBD, 2013
	TBD, 2013
5. Final Selection of Development Team Submission of Disposition Agreement & Accompanying Legislation to District of Columbia Council	Late Fall, 2013
	TBD

***Subject to change**

Development Parcel Information



Figure 1: Development Parcel Map. Map not to scale.

Location	5th Street N.W. & I St N.W.
Square	0516
Lots	0059
Total Square Footage	20,641 sq. ft.
Owner	District of Columbia (DMPED)
Status	Parking lot on annual lease
Zone	C-2-C/DD/MVT
2012 Tax Assessed Value	\$17,773,560
July 2012 Appraised Value	\$19,560,000
“Existing Zoning-Matter of Right”	
Adjacent Stakeholders/Property Owner	Equity Residential, Ninth Street Restaurants Inc.

Figure 2: Development Parcel Information.

Location: As shown in Figure 1, the Development Parcel is located on the east side of 5th St NW and is bound by I St to the South, Massachusetts Ave to the Southwest, and a public alley to the North. The Development Parcel is identified as Square 0516, Lot 0059 in the Mount Vernon Triangle neighborhood of Washington, DC.

Frontage, Size, and Shape: The Development Parcel has frontage on the East side of 5th St, and the North side of I St. The Development Parcel consists of Lot 0059 for a total size of 20,641 sq. ft.

Visibility/Access: The Development Parcel has good visibility from 5th St, I St, Massachusetts Ave, and has public access at the rear.

Soil and Environmental: The Development Parcel is offered “as-is”. DMPED makes no representations or warranties as to any soil or environmental conditions at the site.

Property Advantages:

- Located in the Mount Vernon Triangle neighborhood that has undergone large scale redevelopment with new mixed use development, public infrastructure, and sought after retail.
- Proximity to major thoroughfares, Union Station, multiple bus stops and three (3) Metro Stations.
- Near the 2.3 million sq. ft. Washington Convention Center, hosting major trade shows and public events, attracting as many as 40,000 people per day, projected to generate \$1.4 billion in revenue over the next five (5) years. The center includes 44,000 sq. ft. of retail space.
- Proximity to cultural, entertainment and sporting events at the Verizon Center, and museums, theaters and art galleries in Chinatown and Penn Quarter.

- *Near the new 1 million sq. ft. mixed-use project, City Center mixed use development, which is under construction. Once built, this project will include a full service grocery store, multiple restaurants, hotel, office, and residential condominiums and apartments, among other amenities.*

District of Columbia Policy Goals & Requirements

Planning and Zoning Framework:

Lot 0059 has a base zoning of C-2-C (medium to high density commercial/mixed use), and is within the Mount Vernon Triangle (MVT) subarea and Housing Priority Area "A" of the Downtown Development (DD) Overlay. The site is also within the Mount Vernon Triangle Historic District. The Development Parcel has a public alley to the rear of the parcel, and the District does not anticipate closing the alley, as the alley system currently serves other properties in the square.

Lot 0059:

Comprehensive Plan: This lot is designated on the Comprehensive Plan Future Land Use Map for mixed "Mixed High Density Commercial/Residential" development, which anticipates residential, office, retail, hotel, or other commercial or mixed-use development to a high density. The Comprehensive Plan Generalized Policy Map places this site within a Land Use Change Area, intended to encourage and facilitate new development. The site is within the Mount Vernon District policy focus area of the Central Washington Area Element.

Zoning: This lot is zoned DD/MVT/C-2-C. C-2-C allows by right medium to high density development of a broad range of uses, including office, hotel, retail, and mixed use. The Downtown Development Overlay (DD) and the Mount Vernon Triangle (MVT) Subarea allow for a greater density and height limit than permitted otherwise by the C-2-C base zoning - no limit on the FAR and a maximum height of 130 feet if specific conditions are met, related to the provision of residential development. The DD Overlay and MVT Subarea also prescribe additional requirements, including a base requirement for residential Floor Area Ratio (FAR) of no less than 4.5 FAR which shall be provided on-site or accounted for off-site in a Combined Lot Development (CLD). Up to 1.35 FAR of the residential requirement may be met by constructing or financially assisting affordable housing on or off-site. The Mount Vernon Triangle Overlay also contains requirements and specifications for ground floor retail, including requirements for retail frontage along 5th Street, and for 50% minimum of the ground floor Gross Floor Area (GFA) being devoted to retail. Respondents should refer to Chapter 17 of the Zoning Regulations for a complete list of Overlay regulations applicable to this site. Projects that exceed the minimum residential FAR will generate CLDs that can be sold to office developers.

The Development Parcel lies within the Mount Vernon Triangle Action Agenda and the Mount Vernon Triangle Historic District. The Mount Vernon Triangle Action Agenda was created through the combined efforts of multiple District Agencies and community groups to create a public-private collaborative action plan for the revitalization and community building of the Mount Vernon Triangle area. The Mount Vernon Triangle Historic District regulations will require historic preservation review of the building design.

Information on the Comprehensive Plan, Zoning, the Mount Vernon Triangle Action Agenda, and Mount Vernon Triangle Historic District, can all be found at the Office of Planning ("OP") website: <http://www.planning.dc.gov/>. Please contact Joel Lawson at the Office of Planning at 202.442.7600, joel.lawson@dc.gov, for more information.

Transportation Planning Framework

The site presents opportunities and challenges from a transportation perspective. The site has excellent multi-modal transportation access, as it is near the Gallery Place and Convention Center Metro stations, several high capacity bus routes, and a future premium transit corridor. Because of this, the District Department of Transportation, ("DDOT"), anticipates many people accessing the site will do so via non-automobile modes. The Mount Vernon Triangle Overlay (MTV) restricts curb cuts from 5th Street but does permit the introduction of one new driveway into this block of 5th Street. However, since there is a functioning alley network, there will likely be concerns with approving curb cuts from either 5th Street or I Street. **Further, DDOT does not generally support it is likely that a lay-by would be allowed at this location.** DDOT's commitment to building a safe and efficient transportation network will guide all review of transportation-related issues regarding development of the site. DDOT supports minimizing parking due to the constraints of site access (existing traffic) and the transit access

which offers other transportation opportunities. Additional information can be located at DDOT's website: <http://www.ddot.dc.gov/>. Please contact Jamie Henson at the Policy, Planning, and Sustainability Administration Office, DDOT at 202.671.1324, jamie.henson@dc.gov.

Public Space

In partnership with the District Department of Transportation (DDOT), 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; access to on-site parking and loading is normally expected to be from the alley.

Community & Stakeholder Outreach

The success of any development project hinges on the inclusion and support of the local community. Respondents are strongly encouraged to work with the Advisory Neighborhood Commission (ANC) 6E and the local community residents to understand how the community's goals can be met in the Respondents' responses. The ANC 6E would like to see as much of the parcel as possible to be public green space for a park and/or dog park, and some space allocated to a small community center. The ANC realizes that if a building is built on the parcel, the ANC would prefer a mixed use boutique residential building, achieving the highest LEED certification, and allocating some land as park space. The building design should demonstrate architectural excellence, consistent with the surrounding historic buildings, and be open and inviting as a gateway to Mount Vernon Triangle. Ground floor retail should be included into the development program with a discounted leasing rate for local business owners, and supported concepts include a locally run day care center, clothing stores, organic markets, and restaurants. The residential component should include maximizing the number of affordable units by law. Responses must consider and incorporate stakeholder and community preferences, to the extent feasible and practical.

Green Building and Sustainability Requirements

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

In February 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 should review the plan and highlight their qualifications and experience in sustainable rehabilitation projects.

First Source

Pursuant to DC Code § 10-801(b)(7) and the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84, D.C. Official Code §§ 2-219.01 *et seq.*) and the rules and regulations promulgated thereunder and Mayor's Order 83-265, Respondents recognize that one of the primary goals of the District of Columbia government is the creation of job opportunities for District of Columbia residents. Accordingly, the Respondent selected by the District to negotiate a disposition agreement shall enter into a First Source Agreement, prior to execution of a disposition agreement, with the Department of Employment Services ("DOES") that shall, among other things, require the Respondent to: (i) hire and require its architects, engineers, consultants, contractors, and subcontractors to hire at least fifty-one percent (51%) District of Columbia residents for all new jobs created by the development project, all in accordance with such First Source Employment Agreement and (ii) ensure that at least fifty-one percent (51%) of apprentices and trainees employed are residents of the District of Columbia and are registered in apprenticeship programs approved by the DC Apprenticeship Council as required under D.C. Official Code §§ 32-1401 *et seq.* Collective bargaining agreements shall not be the basis for the waiver of these requirements. Respondents must complete the Form of Acknowledgement attached as Appendix A. Please 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. Please contact DeCarlo Washington, Contract Compliance Monitor, at DOES at 202.698.5772, decarlo.washington@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"). 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 A. Please contact Tabitha McQueen at DSLBD at 202.727.3900, tabitha.mcqueen@dc.gov for more information.

Hotel Uses

A Respondent whose response contemplates a hotel use on the Development Parcel will be required to enter into a Labor Peace Agreement as required under "Hotel Development Projects Labor Peace Agreement Act of 2002", D.C. Official Code §§ 32-851 et seq. with any labor organization that seeks to represent employees involved in hotel operations on the Development Parcel as a part of its response to the RFEI. "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.

Davis Bacon

To the extent applicable, the selected Respondents shall be required to develop the Development Parcel 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 the respondents development proposals include a residential component, then the proposal must include, at a minimum, an amount of ADUs that are equivalent to 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 Parcel. 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 (Chart 1) 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 are identified in Chart 1, 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

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	\$150,200	\$ 1,314	\$182,300	\$ 1,502	\$ 214,600
1 Bedroom	\$ 1,207	\$151,100	\$ 1,408	\$185,600	\$ 1,610	\$ 220,100
2 Bedroom	\$ 1,449	\$164,200	\$ 1,690	\$205,600	\$ 1,931	\$ 247,000
3 Bedroom	\$ 1,690	\$190,200	\$ 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/> or by contacting Gilles Stucker at gilles.stucker@dc.gov.

Development Program

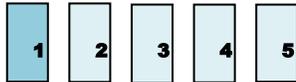
DMPED seeks proposals to build a mixed use development with robust ground floor retail and mixed income residential component.

DMPED encourages proposal submissions that include the following:

- I. High quality and innovative architectural design. Proposals should incorporate an architectural image that complements the neighborhood character while accommodating necessary uses. Design layouts should produce a varied and interesting pedestrian environment by which to enhance the liveliness of the public sidewalk next to the site.
- II. Mixed use development, including retail use, which would serve the neighborhood and the broader areas. Proposals which include preferences for District-based businesses, and/or businesses that hire District residents, are strongly encouraged. Additionally, proposals are encouraged to include some retail space for local and emerging businesses.
- III. The residential mixed income component should maximize affordability at least as comparable to the District's Inclusionary Zoning requirements, provide a mixture of unit types and sizes across multiple AMI levels, and should be comparable to the market rate units in the proposal.

- IV. Proposals are encouraged to include an appropriate amount of parking that reflects the project's adjacency to multiple Metro Stations. 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.

RESPONSE REQUIREMENTS & SELECTION PROCESS



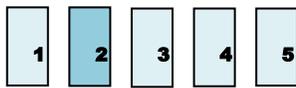
Release of RFEI

Issuance of RFEI

DMPED is releasing the RFEI to solicit proposals for development of the parcel. The RFEI is posted on the DMPED website: <http://dcbiz.dc.gov/>.

Pre-Response Conference

A pre-response conference will be held at the Northwest One Library, 155 L Street NW, Washington DC 20001, on Friday, June 7, 2013 at 2pm Eastern Time.



RFEI Proposal Submission Deadline and Submission Requirements

Proposals are due on **July 19, 2013 by 3:00 PM Eastern Time**. The District will determine, in its sole discretion, whether each response received in reply to the RFEI 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:

- I. Responses shall be prepared on 8½" x 11" letter-size paper, bound length-wise, with tabs to separate sections.
- II. Responses must respond to each RFEI item in the order outlined below in the "Response Contents" section. Each sub-section must be separated by tabs with sub-section headings.
- III. 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 Development Parcel; (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. The summary should not exceed two (2) 8.5x11 pages.

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>

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

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 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

Provide an organizational chart of the development team and brief commentary, clearly illustrating the project ownership. Additionally provide a complete, detailed narrative clearly identifying each principal, partner and/or co-venturer proposing to participate in the project including ownership percentages. For each principal, partner, co-venturer or known major subcontractor, please identify discipline or specialty (e.g., community planning, A/E design, development, construction and property management). Respondents shall provide brief bios of all the key personnel from the Respondent’s Team who will be working on the project and outlining relevant experience.

Evidence Regarding Creation of Respondent

Respondents shall provide a copy of any written agreements or documents (e.g. articles of incorporation, operating documents, etc.) evidencing the creation of Respondent’s entity; 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 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. Illustrative materials that will help the District evaluate the caliber, innovation and relevant experience of the Development Team; and
- XI. 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.

Design Vision

DMPED seeks high quality architecture for this development. Responses are expected to have a signature design, which complements the neighborhood character, and creates a pedestrian friendly environment. DMPED will review a narrative (no more than 2 pages), which describes the rationale for the particular architectural solution proposed including:

- I. Building placement/site planning;
- II. Building configuration and active street frontages;
- III. Elevations with a description of the materials; and
- IV. Building mass/volume.

Project Concept

Respondents shall describe, in detail:

- I. The overall concept and vision for the Development Parcel; and describe how the vision will integrate with and enhance the surrounding community that borders the Development Parcel;
- II. Development plans (Respondents are strongly encouraged to provide conceptual design drawings that are sufficient in detail to be easily evaluated by the District, including elevations and project renderings);
- III. 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; and
- V. If applicable, detailed phasing plan that describes Respondent's strategy and timing for delivering various components of 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 should meet or exceed the affordability requirements of the District's Inclusionary Zoning program.
- VII. The projects transportation and parking strategy, taking into account the Development Parcels' location close to multiple Metro Stations and bus stops, and major transportation corridor.

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

Development Program

Respondents shall identify and describe in detail the elements of their proposed development. The Respondent must submit at least one development program along with the construction schedule and the primary Sources and Uses Statement. This development scenario (or an alternate scenario if provided) will serve as the basis for evaluation. Respondents are encouraged to describe in detail how they believe the development program meets or exceeds the Districts and RFEI's goals and objectives. Respondents should include the following:

- I. Provide a project narrative indicating the scope of work, scale and character of the project.
- II. The estimated achievable gross floor area below and above grade (on-site FAR).

- III. Provide a visual representation of the proposed development and provide schematic plans that include basement plan, ground floor plan, typical floor plan and roof plan, elevations of front, side and rear views. Such visual representation need not be elaborate or costly, but should offer DMPED a clear picture of the proposed end result. If possible, provide color renderings or three dimensional graphics for better understanding of the project.
- IV. Provide the total number of residential units by unit mix, affordability, unit size, and the average net square footage for each unit type.
- V. Provide rent projections for each type of program use.
- VI. Gross square footage for all different types of program uses including all above and below grade parking space. For retail space, total gross square footage, the number of bays and the intended type of retail tenant must be specified.
- VII. Landscape plan showing the typical landscape materials planned to be used on the property and in the public realm, including street furnishings, lighting, landscape and streetscape elements.
- VIII. Provide a proposed project timeline for the design, construction and occupancy periods.
- IX. Proposed development schedule (see Reservation of Rights & Miscellaneous provisions) and related contingencies, if any, given DMPED's stated desire to deliver a quality project within the shortest amount of time.
- X. For proposed rental housing and/or commercial space, a management plan must be included. Provide the name of the management company, a company profile and a description of services, to include experience in affordable housing.
- XI. Description of any proposed additional project or neighborhood related amenities.

Affordable Housing

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.

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. Respondents should use the most up-to-date AMI data in their responses.

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 are hereby put on notice that all predevelopment expenses and costs are at the sole risk of the Respondents and under no circumstances shall the District be responsible to reimburse the same***);
- II. The design and construction 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 redevelopment 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 proposal, 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;
- II. Letters of support for the submitted proposal from the local Advisory Neighborhood Commission, community organizations and community residents; and
- III. 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.

Economic 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 provide the estimated number of new construction and permanent jobs to be created for District residents, all new tax revenue to be generated on an annual basis upon stabilization (e.g. construction period taxes, property taxes, sales taxes, etc.), and contracting opportunities for CBE businesses, as well as any additional community benefits that the proposal offers. Respondents should list the number of full-time jobs and full-time equivalent jobs by type.

First Source

As part of their proposals, Respondents must complete and deliver the Form of Acknowledgement attached as Appendix A, hereto. Please refer to the "District of Columbia Policy Goals & Requirements" section of this RFEI for details regarding the First Source Agreement that the selected Development Team Respondent shall enter into with the District.

Certified Business Enterprises

As a part of their proposals, Respondents must complete the Form of Acknowledgement attached as Appendix A, hereto. Please refer to the "District of Columbia Policy Goals & Requirements" section of this RFEI 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 DC 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 businesses 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.

Statement of Minimum Terms & Conveyance

Respondents shall execute the non-binding Statement of Minimum Terms attached as Appendix C, 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 the selected Development Team will purchase a fee interest or enter into a long term ground lease for no less than a 30 year term. The purchase price or ground lease payment due to the District is further described in the attached Statement of Minimum Terms.

Respondents' Financial Capacity and Capability

The District seeks to evaluate Respondents' ability and willingness to invest sponsor equity and self-fund project predevelopment costs. Therefore, regardless of the status of the Respondent's organization (whether a corporation,

a non-profit or charitable institution, a partnership, a limited liability corporation, a business association, joint venture, faith based or other), they should include the following items:

- I. Provide a narrative or tabular statement identifying the Respondent's members', team's, shareholders', or partners' ability and commitment to invest equity capital into the proposed project. Additionally, the Respondent shall show how financial capabilities are distributed among key participating entities.
- II. Evidence of the financial capacity of Respondents members, team, shareholders, or partners by providing the last three (3) years of audited (strongly preferred) or unaudited financial statements, 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 information; and
- III. Newly formed entities, partnerships and joint ventures should provide deliverables from sub-paragraphs I and II for each of their entities members.

Respondents should reference the Reservation of Rights & Miscellaneous Provisions Section regarding Confidential & Disclosure Guidance.

Equity Financing

Respondents should include the following:

- i. Identification of all the various sources of the equity **committed** to the project and the timing/disbursement of that commitment; and
- ii. Provide a letter of commitment(s) from each equity investors for their proposal, stating the full terms and conditions under which such amounts will be provided to the Project. The schedule for the provision of the equity shall be consistent with the Bidder's requirement for construction and permanent financing.

Respondents are hereby put on notice that all sponsor equity and self-fund project predevelopment money expended is at the sole risk of the Development Team and under no circumstances shall the District be responsible to reimburse the same.

Debt Financing

Respondents shall submit a Letter of Interest(s) from the proposed lenders evidencing a review of the terms and conditions of the RFEI. In addition, this non-binding letter shall include a statement that the Respondent's lender is highly confident that the Respondent can finance the proposed project. If other methods of financing are intended, the Respondent shall provide appropriate evidence to support availability of funds for construction. In addition, the Respondent shall submit the intended method of construction financing and if a construction loan is intended, a letter from the construction lender stating that the proposed construction lender has reviewed the Respondent's concept and solicitation documents. The non-binding financing commitment letter shall also provide the following:

- I. Amount of the loan
- II. Interest rate
- III. Points and fees
- IV. Contingencies
- V. Required debt-coverage ratio
- VI. Loan maturity and loan amortization period (permanent loan only)

Proposed Financing Strategy

The District seeks to **maximize** the cash proceeds or in kind consideration from the ground lease or disposition of parcel. In determining economic feasibility, Respondents may take into account all available **non-District** sources of financing or other private or federal assistance that may benefit the project. The District will not provide any public subsidy or abatement to fill any funding gaps or shortfalls.

Project Financing Information

Respondents should provide:

- I. **Respondent Pro-Formas** - Respondents should provide a narrative statement explaining the economic feasibility of the proposed development. Additionally, they should provide full development pro-formas describing estimated development costs and projected project income. For rental units, retail and office space, the submission should include at a minimum fifteen (15) year operating pro-forma analysis demonstrating the project's operating costs, including net operating income, debt service requirements and

related coverage ratios. For residential, retail, and office units, the submission should include a lease-up schedule identifying the estimated absorption time.

- II. **Development Budget** - Respondents should provide a comprehensive development budget showing the project's total development costs, and itemizing the assumed value of the site, construction costs, architectural, engineering and related fees. The Respondent shall submit total project costs and the price per square foot. The submittal shall include but is not limited to:
 - hard and soft costs identified in detail (itemized) based on industry standards
 - all developer fees, general contractor fees and overhead costs separately identified, in detail
 - demonstration of how the equity contribution and the first and second mortgage debt or other methods of financing fully fund this project
 - detailed operating expenses analysis, detailed affordable housing rent calculation broken down by unit type, family size, and any other project-specific return metrics
 - include all the assumptions used in the financial model
- III. **Sources and Uses Statement** - Respondents should submit at least one Sources and Uses Statement. The sources statement should describe the expected equity sources, the anticipated sources of working capital, mezzanine debt financing (if applicable), and construction debt financing for the project. Respondents should also submit a detailed plan for the use of those funds.
- IV. **Return Analysis** - Respondents should submit a return analysis detailing the project's Internal Rate of Return (IRR), return on cost, return on equity (levered and unlevered), a detailed waterfall of profits to all capital accounts, and any other project-specific return metrics.
- V. Detailed description of which, if any, federal government funding sources the Respondent intends to attract to the project and detailed description of an alternate financing arrangement in the event the federal funding source does not materialize.
- VI. All financial models and pro-formas must be unlocked, fully functional with active formulas in Microsoft Excel modeled out to fifteen (15) years or longer (if needed).

Respondents should reference the Reservation of Rights & Miscellaneous Provisions Section regarding Confidential & Disclosure Guidance.

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. The summary should not exceed two (2) 8.5x11 pages and should include at a minimum, but not limited to, the following:

- Development team members introduction
- Design
- Development program; to include planned retail use, and residential mix and unit size if applicable
- Project timeline
- Community benefits from the proposed project

Development RFEI Deposit

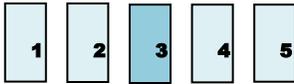
Amount: \$100,000
Format: Standby, irrevocable letter of credit (See Appendix D for form.)
Due At: RFEI Proposal submission
Conditions: If a Respondent's response is not selected, the letter of credit shall be returned to the Respondent.
If a Respondent's response is selected, the letter of credit will be considered a non-refundable deposit, only to be returned upon project stabilization.

Submission Directions

Seven (7) hard copies, either bound or in ringed binders, and two (2) electronic versions on CD-ROM in PDF and fully functional Microsoft Excel formats, of the response identified by "5th and I St NW – Development Team RFEI" on the

envelope, must be submitted to and received by 3:00 P.M. Eastern Time on Friday, July 19, 2012. Please clearly indicate any original documents with the submission package. 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, DC 20004
Attn: Ivan Matthews, Project Manager



Selection Process

Selection Recommendation Panel

A multi-agency Selection Recommendation Panel (“Panel”) may be established to review and evaluate the responses at DMPED’s sole and absolute discretion. If established, the composition of the Panel will be determined by DMPED, in its sole and absolute 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 RFEI 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 by:

- I. Maximizing the economic value to the District;
- II. Responding to the goals and objectives of the Comprehensive Plan;
- III. Improving the quality of life for the surrounding neighborhood;
- IV. Addressing stakeholder concerns and requirements;
- V. Providing employment opportunities for local residents and businesses;
- VI. Contracting opportunities for the CBE certified businesses;

Development Vision

Respondents should propose innovative, market-viable ideas for redevelopment of the Development Parcel. 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.

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

- I. Promoting a vibrant, walkable, mixed-use community;
- II. Achieving high architectural design quality that maximizes density;
- III. Creating strong retail activity on the parcel;
- IV. Providing a sustainable development that has minimal impact on the environment and achieves higher LEED certifications;

Qualifications and Experience of Respondents

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

- I. Demonstrating, thorough entity experience and expertise of proposed key personnel, they are qualified to execute the proposed development plan;
- II. Having successfully served in lead developer roles for completed projects of a similar scale and scope to the project proposed by Respondents; and
- III. Providing evidence of sufficient organizational and financial capability to ensure successful and timely delivery of the project.

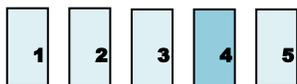
Project Financial Feasibility and Development Team Financial Capacity

Respondents who satisfy the following criteria may be eligible for higher ratings by:

- I. Demonstrating that the Respondent team possesses the financial resources to execute the project requirements with no District-based subsidy;
- II. Providing funding plans, including sources and uses tables and multi-year pro-forma development budgets;
- III. Displaying a willingness to provide the District with fair consideration for its real property assets;
- IV. Demonstrating significant investments of “at risk” capital during the pre-development and development process; and
- V. Exhibiting a willingness to provide the District with a meaningful guarantee regarding payment and performance through final project completion.

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.

DMPED reserves the right to make the final development selection on the basis of initial RFEI proposals without discussions with the Respondents. Accordingly, Respondents’ initial RFEI proposals should contain their best terms from the standpoint of the evaluation factors identified in this RFEI. 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 RFEI proposals.



Community Presentation & Short List and/or Best and Final Offer Submission (If Needed)

Announcement of Short List (If Needed)

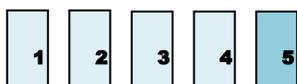
DMPED reserves the right to narrow the number of Respondents in the competitive range for reasons of efficiency or to exclude Respondents whose proposals are not among the most highly ranked. DMPED may down-select to a smaller group of Respondents into a “short-list” and has the sole and absolute discretion to conduct discussions with all, or some, of the Respondents on the short-list via “Best and Final Offer” submissions. Upon review of the initial RFEI proposals, DMPED may identify a short list of Development Team Respondents that will be considered for the final selection and advance to the next level. DMPED will contact all Respondents and inform them of the results.

Community Presentation by Development Team Respondents

Upon receipt of proposals from the Respondents, DMPED will hold a community meeting to obtain input from Advisory Neighborhood Commission 6E, local citizens and organizations, in which only the responsive Respondents will be asked to present their proposal to the community at large. If respondents are non-responsive, they will not be invited to present to the community.

Best and Final Offer Submission (If Needed)

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

DMPED will select the most outstanding development proposal, taking into account the Proposal Submission Requirements and Evaluation Criteria set forth in this RFEI. The evaluation criteria and areas of emphasis described above in the RFEI are intended as a guide to the DMPED’s discretion in identifying a selected Respondent, but DMPED retains the ultimate discretion to identify and select the final development team respondent that offers the most outstanding proposal, taking into account the goals, objectives and requirements set forth in this RFEI.

Final Selection & Notice

Following receipt of all proposals and any additional information, if requested, DMPED will submit, in its sole and absolute discretion, one or more responses, as modified through any offer submissions and 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 of the District of Columbia (“Council”) for its approval in accordance with applicable District law (see the “Disposition Agreement & Approval” section in this RFEI for more details).

Post-Selection Due Diligence

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

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, ground lease, and related legal documents. If the District and selected Respondent are unable to reach an agreement on all the business terms and negotiate a disposition agreement, ground lease, and related legal documents in its final form within one hundred and twenty (120) days from the selection date, the District, in absolute and sole discretion, may terminate negotiations and select the next preferred Respondent who responded to the RFEI; re-issue the RFEI; issue a modified RFEI, or take such other measures as it deems reasonable, appropriate, or necessary. **All costs incurred by the Respondents in responding to this RFEI, during the disposition negotiation period, 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 that will incorporate the requirements contained in this RFEI, the Statement of Minimum Terms, and subject to 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 the 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 Development Parcel in accordance with DC Official Code § 10-801 (2011 Supp). **In accordance with DC Official Code § 10-801, the District is not authorized to convey or ground lease the Development Parcel 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

TRANSACTION TERMS

Development Parcel Condition

As-Is Condition

The Development Parcel shall be conveyed or leased in “as-is” condition, without warranty by the District as to physical 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 Parcel.

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 Parcel.

Predevelopment and Development Costs

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

- I. **Respondents shall be solely responsible for all pre-development (including demolition of existing improvements and due diligence studies such as traffic, geotechnical, storm water management and other Development Parcel preparations) and project development costs.**
- II. Respondents shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time. **District will not waive or abate any District fees.**

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 District and the Respondent is unable to reach an agreement on the terms of the Disposition Agreement, ground lease, and related legal documents or 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 and absolute discretion and as it may deem necessary, appropriate, or beneficial to the District with respect to the RFEI, to:

- I. Cancel, withdraw or modify the RFEI prior to or after the response deadline;
- II. Modify or issue clarifications to the RFEI prior to the response deadline; In the event the RFEI is modified it will be posted on DMPED’s website and all Respondents will be provided with a chance to modify their proposals;
- III. After review of one or more responses, the District may request submission of additional information from some or all Respondents;
- IV. The District may request one or more Respondents to modify its/their response(s), provide additional information, or provide a “Best and Final Offer” for the District’s review;
- V. Enter into negotiations with one or more Respondents based on responses submitted in response to the RFEI;
- VI. Begin negotiations with the next preferred Respondent, If the business terms and the disposition agreement, ground lease and related legal documents are not negotiated to final form within the allotted period of time for negotiations with the selected Respondent
- VII. 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;

- VIII. Reject any responses it deems incomplete or unresponsive to the RFEI requirements;
- IX. Reject all responses that are submitted under the RFEI;
- X. 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;
- XI. Modify the deadline for responses or other actions; and
- XII. (i) Reissue the original RFEI, (ii) issue a modified RFEI, or (iii) issue a new RFEI, whether or not any responses have been received in response to the initial RFEI.
- XIII. DMPED may mandate an alternative financial/transaction/disposition strategy or structure than the structure contemplated in this RFEI. In the event that such alternative structure is proposed, each Respondent will be provided a chance to modify their proposal as appropriate.
- XIV. DMPED at any time, for any reason whatsoever, may restructure the proposed development as a joint venture arrangement, in which District contributes the Development Parcel to a partnership in exchange for an ownership share. Under this scenario, Respondents will be provided a chance to modify their proposal to reflect their development as a joint venture.

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

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 RFEI.

Confidentiality

Responses and all other information and documents submitted in response to this RFEI are subject to the District's Freedom of Information Act (DC 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 RFEI 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 RFEI.

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 deliver the Development and/or Development Parcel, all deposits (minus the RFEI Deposit) 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 Parcel is expected to be a “stand alone” project, in that Respondents are prohibited from cross collateralizing and cross defaulting the Development Parcel, 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 Development Parcel 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 RFEI;
- 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 RFEI 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 RFEI, the rescission of a Respondent’s award, and/or termination of any agreement between a Respondent and the District.

QUESTIONS

Any questions regarding this RFEI should be submitted via e-mail only to Ivan.Matthews@dc.gov. Respondents shall not direct questions to any other person within the District except as allowed elsewhere in this RFEI. 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	Party Responsible
Submission to DMPED of RFEI Response & RFEI Response Deposit	July 19, 2013	Respondent
Final selection & notice	Late Fall 2013	DMPED
Submission of final form of Disposition Agreement, Ground Lease, related legal documents and supporting exhibits		DMPED & Respondent
Submission of Surplus and Disposition Legislation to DC Council		DMPED
Execution of Disposition Agreement, Ground Lease, related legal documents and supporting exhibits		DMPED & Respondent
Closing and submission of Closing Payment		DMPED & Respondent
Permit Drawing Submission to DCRA		Respondent
Building permit issuance		Respondent
Construction commences		Respondent
50% construction completion (on square foot basis)		Respondent
Substantial completion of construction		Respondent
Certificate of Occupancy issued		DCRA & Respondent

APPENDIX C | STATEMENT OF MINIMUM TERMS

Ground Lease or Fee Simple Disposition of Lot 0516 in Square 0059 – Development Parcel

Lessor/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 Lot 0516 in Square 0059 (the “ Development Parcel ”).
Conveyance/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	
Annual Ground Rent OR Lump Sum Ground Rent Option	
Annual Ground Rent Escalation	
Fair Market Value (FMV) Annual Ground Rent Recalculations	

INTENTION AND LIMITATIONS OF THIS STATEMENT OF MINIMUM TERMS

Respondent acknowledges that all approvals required of Council will be granted or withheld in the sole and absolute discretion of Council and that, absent Council approval under DC Code § 10-801(2011), the Deputy Mayor for Planning and Economic Development (“DMPED”) has no authority to convey the Development Parcel to Respondent. Respondent acknowledges that it is entering into this Statement of Minimum Terms prior to obtaining all necessary Council approvals. In the absence of such approvals, Respondent proceeds at its sole risk and expense with no recourse whatsoever against DMPED.

Respondent understands and agrees that upon receipt of all necessary Council approvals under DC Code § 10-801(2011), the Respondent and DMPED shall enter into negotiations of the disposition document(s) governing all of the terms and conditions of the disposition of the Development Parcel. Respondent agrees and understands that unless and until the Respondent and DMPED enter into the binding disposition agreement(s), Respondent shall have no rights to the Development Parcel.

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:

[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 DC 20007
Attention: Deputy Mayor for Planning
and Economic Development

Applicant

[Name of Respondent]
[Address of Respondent]

AMOUNT: \$[Letter of credit amount]

EXPIRY DATE: [Letter of Credit month, day, and year of expiration] subject to renewal provisions herein

PROJECT: 5th and I 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)