

Waterfront Station Parcel

1000 4th Street, SW | Square 542, Lot 822

A Development Opportunity in the Southwest Waterfront Neighborhood

Release Date: **Friday, April 17, 2015**

Submission Deadline: **Friday, May 22, 2015**

Responses are to be sent to the following address:

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



REQUEST FOR PROPOSALS

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

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

PROJECT DESCRIPTION

The Opportunity

The Government of the District of Columbia (the “District”), through the Office of the Deputy Mayor for Planning and Economic Development (“DMPED”), seeks to redevelop a 59,044 square foot parcel located at 1000 4th Street, SW, Washington, D.C. 20024 (“Northeast Building Site”), one block north of the entrance to the Waterfront Metro station (the “Project”). The site uses should include mixed-income housing and ground floor community-serving retail or municipal services.

DMPED invites qualified development teams (“Respondents”) to respond to this Request for Proposals (“RFP”) for the disposition and development of the Northeast Building Site, which is Lot 822 in Square 542, pursuant to a fee simple transfer. The proposed development plan should reflect the value of this site to the surrounding community and embody the following characteristics:

- High architectural design quality that maximizes density;
- Economic viability;
- Mix of uses that are compatible with and leverage surrounding neighborhood development;
- Responsiveness to community and stakeholder preferences as outlined herein;
- Robust local and small business neighborhood serving retail; and
- Transit oriented development that reflects the Project's proximity to the Waterfront Metro station.

DMPED 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 in DMPED’s sole discretion and without prior notice:

<i>Selection Process Timetable*</i>	
1. Issuance of RFP	April 17, 2015
Pre-Response Conference and Site Tour	April 24, 2015
2. RFP Proposal Submission Deadline (3:00pm)	May 22, 2015
3. Selection Recommendation Panel Convenes	June 2015
4. Notification of Short Listed Development Team Respondents (if applicable)	June 2015
Interviews (if applicable)	June 2015
Community Presentation by Respondents	July 2015
Request for Best and Final Offer (if applicable)	July 2015
Best and Final Submission Due (if applicable)	July 2015
5. Final Selection of Development Team	August, 2015
Submission of Disposition Agreement & Accompanying Legislation to District of Columbia Council	TBD

**Subject to change*

Northeast Building Site Information

The Northeast Building Site is located on the east side of 4th Street, SW, between M and I Streets, SW in the Southwest Waterfront neighborhood. It occupies the northeast corner of record Lot 89 in Square 542. Record Lot 89 ("Waterfront Station") is a multi-parcel, two-stage Planned Unit Development (PUD) that has received first-stage approval, and includes the construction or rehabilitation of eight (8) buildings totaling 2,526,500 gross square feet on land formerly occupied by the Waterside Mall and offices housing the U.S. Environmental Protection Agency. The purpose of the project subject to the PUD was to construct a mixed-use complex and neighborhood commercial center, including the demolition of the superblock that contained the aforementioned mall and the rebuilding of 4th Street between M and I Streets, SW. The Northeast Building Site is the only parcel contained in the PUD that is still owned by the District.

The District, acting through the now defunct National Capital Redevelopment Corporation (NCRC), awarded the rights to develop 7 of the 8 parcels to Waterfront Corporation LLC. Since the award, the two commercial buildings located at 1100 and 1101 4th Street, SW and two residential apartment buildings located at 1150 and 1151 4th Street, SW have been completed. The residential building at 1001 4th Street SW, located across the street from the Northeast Building Site, is currently under construction.

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

Location	1000 4th Street, SW
Square/Lot	542/822
Total Size	59,044 SF
Ward/ANC	6/6D
Owner	District of Columbia Government (DMPED)
Status	Vacant
Zone	C-3-C as per the First-Stage PUD
2014 Tax Assessed Value	\$18,000,000
Adjacent Property Owners	Christ United Methodist Church, USGBF Waterfront Station LLC

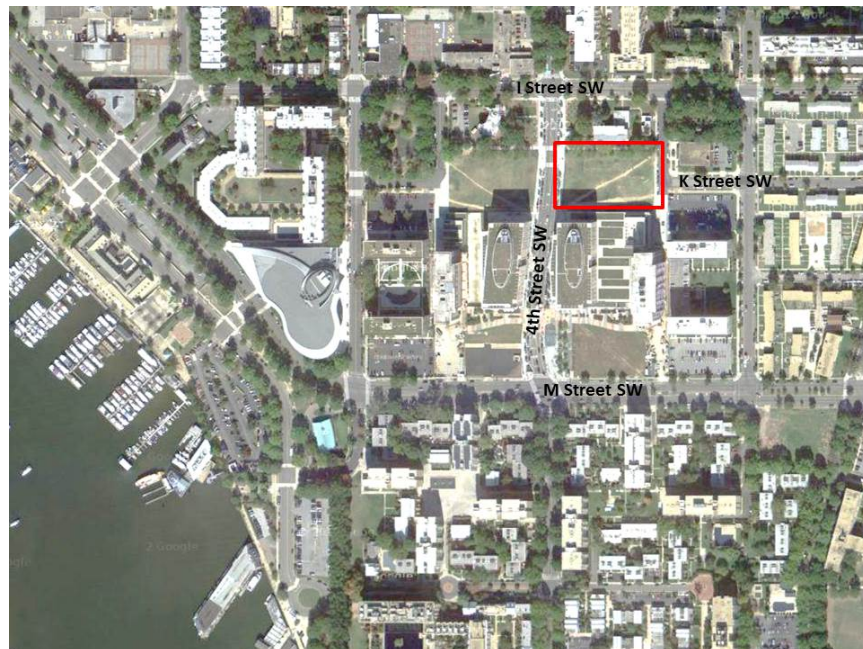


Figure 1: Development Parcel Location

Planning Framework

The Northeast Building Site is located in the Anacostia Waterfront Development Zone, which is designated and governed by the “National Capital Revitalization Corporation and Anacostia Waterfront Corporation Reorganization Act of 2008” (D.C. Law 17-138), as amended by Affordable Housing For-Sale and Rental Distribution Amendment Act of 2009” (D.C. Law 18-0107) and codified in D.C. Official Code §§ 2-1226.01 et seq. The area of the Anacostia Waterfront Development Zone may be viewed here: <http://www.anacostiawaterfront.org/resources/maps/>. The site is also located within the following approved and adopted documents that have planning implications:

- District of Columbia Comprehensive Plan (2010)
- Chapter 19: Lower Anacostia Waterfront/Near Southwest Area Element
- Policy AW-1.1.4: Waterfront Development Amenities
- Policy AW-1.1.3: Waterfront Area Commercial Development
- First –Stage PUD approved (Zoning Commission Order no. 02-38A (2007)
- Southwest Neighborhood Plan (November 21, 2014 - Draft)

Both the District of Columbia Comprehensive Plan and the First-Stage PUD include goals for the site as a large, mixed-use development featuring a mix of retail, residential, commercial, and public space as well as other civic amenities. Development should leverage existing infrastructure, and respond to the needs of existing residents while creating the capacity to accommodate future growth.

In addition to conformance with the documents mentioned above, developments that activate the street and that further the District’s goals of sustainability, walkability, and livability in creative ways are encouraged. Additional information regarding the Comprehensive Plan and the Southwest Neighborhood Plan may be obtained from the District of Columbia Office of Planning (<http://planning.dc.gov>). The Southwest Neighborhood Plan provides guidance on urban design, public realm, retail and other community benefits and amenities.

Zoning

The Northeast Building Site is subject to an approved First-Stage PUD (ZC Case 02-38), a modification to the First-Stage PUD (ZC Case 02-38A), and an extension to the First-Stage PUD (ZC Case 02-38C). In February 2015, DMPED requested a second extension of the First-Stage PUD to extend the applicability of the First-Stage PUD to April 15, 2017 (ZC Case 02-38F). The Zoning Commission approved the second extension at its meeting on March 30, 2015. The selected Respondent will be responsible for applying for and obtaining second-stage PUD approval from the Zoning Commission for the Northeast Building Site.

Under the First-Stage PUD approval (ZC Order no. 02-38A), the Zoning Commission approved a PUD-related map amendment to change the zoning of the site to C-3-C. The C-3-C district is a major business and employment district that permits medium-high density development, matter-of-right heights of 90 feet, and a density of 7.8 FAR (including a bonus for the mandated Inclusionary Zoning units); however, in approving the First-Stage PUD, the Zoning Commission allowed for a maximum density of 4.33 FAR for all of Waterfront Station, including all 8 buildings.

Pursuant to the First-Stage PUD, the approved development on the Northeast Building Site includes:

- Residential uses, including affordable housing
- Ground floor retail fronting 4th Street, SW
- 400,000 gross square feet
- 114’ height/12-13 floors
- Below grade parking

The Northeast Building Site shall be developed in general compliance with applicable zoning laws and regulations and Respondents’ responses shall contemplate the same. Respondents should review all applicable District of Columbia Zoning regulations while preparing their responses. Please refer to Title 11 of the District of Columbia Municipal Regulations (“DCMR”) for applicable zoning regulations. Zoning regulations and maps are available on the Office of Zoning website (<http://www.dcoz.dc.gov/>). Please contact Joel Lawson at the Office of Planning at (202) 442-8802 or joel.lawson@dc.gov for more information.

Affordable Housing

At a minimum, Respondent’s proposal for residential development must include the number of Affordable Dwelling Units (ADUs) at Area Median Income (AMI) levels (as defined below) that are required by the PUD, District law, and the executed Land Use Restriction Agreement (LURA), which is recorded with the District of Columbia Recorder of Deeds as

instrument no. 2008099321. The LURA and the First-Stage PUD (ZC Order no. 02-38A) require that no less than 80,000 square feet of the Northeast Building Site shall be developed as affordable units.

The site is further subject to the following provisions of District law which impose affordable housing requirements: i) the Inclusionary Zoning provisions of the District of Columbia Zoning Regulations (11 DCMR §§ 2600 et seq.), ii) the Disposition of District Land for Affordable Housing Amendment Act of 2014 (D.C. Act 20-485) (“ADU Act”), and iii) since the site is located inside the Anacostia Waterfront Development Zone it is subject to the Affordable Housing For-Sale and Rental Distribution Amendment Act of 2009 (D.C. Law 18-107), codified in D.C. Official Code §§ 2-1226.02 et seq. (“AWI Act”).

The AWI Act requires that at least 15% of the total residential units shall be affordable to households with income equal to or less than 30% of the Area Median Income (AMI) and no less than 15% of the total residential units shall be affordable to households with income greater than or equal to 30% of AMI and equal to or less than 60% of AMI. Affordable means housing for which a household at the required affordability level will pay no more than 30% of its income toward gross housing costs for 50 years, and 20 years for homeownership.

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 Northeast Development 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 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 term of the affordable housing requirements shall be the longer of the term required by: a) the LURA; b) the PUD; c) the ADU Act; d) the AWI Act; and e) the Inclusionary Zoning laws, if the same is applicable. All project amenities, including any rental of parking spaces, shall be offered to ADUs on the same terms as offered to the market rate housing units.

As part of the response, each Respondent shall use the below Table 1 as the maximum ADU purchase and rental price assumptions. While the maximum prices and rental rates for 2015 are identified in Table 1 below, each Respondent should conduct its 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.

Table 1: Affordable Housing Maximum Purchase and Rental Prices as of January 21, 2015.

Unit Type	30% AMI		50% AMI	
	Rent	Purchase Price	Rent	Purchase Price
Studio	\$ 573	\$ 53,300	\$ 956	\$ 120,800
1 Bedroom	\$ 614	\$ 46,700	\$ 1,024	\$ 119,600
2 Bedroom	\$ 737	\$ 38,500	\$ 1,229	\$ 126,500
3 Bedroom	\$ 860	\$ 44,900	\$ 1,433	\$ 146,100

Unit Type	60% AMI		80% AMI	
	Rent	Purchase Price	Rent	Purchase Price
Studio	\$ 1,147	\$ 153,600	\$ 1,529	\$ 219,100
1 Bedroom	\$ 1,229	\$ 154,800	\$ 1,638	\$ 225,000
2 Bedroom	\$ 1,474	\$ 168,600	\$ 1,966	\$ 252,900
3 Bedroom	\$ 1,720	\$ 195,300	\$ 2,293	\$ 293,600

For additional information on the affordable requirements, please contact Marc Bleyer, Project Manager, marc.bleyer@dc.gov.

Project Information

Transportation and Public Space

Located just one block north of the Waterfront Metro Station (Green line), the Northeast Building Site has excellent access to rail transit. It is also served by Metro Express buses A9 and W9 as well as Metrobus 74. In addition to transit options, the Northeast Building Site is proximate to M Street, SW a major thoroughfare that provides easy access to I-395/695.

The District Department of Transportation (DDOT) 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. As such, consideration will be given to proposals that minimize the demand for vehicle travel and maximize the demand for alternative modes of travel. Such a goal can be achieved by developing a site with a relatively low vehicle parking ratio, a high bicycle parking ratio, and a robust Transportation Demand Management (TDM) program.

The approved First-Stage PUD includes a detailed access plan. Access to the site should be provided in accordance with the approved First-Stage PUD in a manner that is consistent with DDOT's Design and Engineering Manual (DEM).

DDOT Design and Engineering Manual: <http://ddot.dc.gov/page/design-and-engineering-manual>

Public Space

DDOT and OP work together 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. Utility vaults should be accommodated within the site. If that is not feasible, vaults will not be supported within public space if they impede the clear pedestrian pathway, are at the corner of a building, or are not surrounded by three feet of landscaping. Please refer to the Southwest Neighborhood Plan "Design Guidelines" on how to incorporate design principles into the proposal.

DDOT Public Realm Design Manual: <http://ddot.dc.gov/PublicRealmDesignManual>

For more information on DDOT design standards and public space regulations, please contact Anna Chamberlin at DDOT at (202) 671-2218 or anna.chamberlin@dc.gov.

Community & Stakeholder Outreach

The success of any development project hinges on the inclusion and support of the local community. Responses must consider and incorporate stakeholder and community preferences, to the extent practical. Respondents are strongly encouraged to work with local community members, and in particular, Advisory Neighborhood Commission 6D to understand how the community's goals can be met in their responses.

Sustainability and Green Building Requirements

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

The Sustainable DC Plan has been established to ensure that the District is the healthiest, greenest, and most livable city in the nation. The Plan encompasses 32 goals and 31 targets, and offers 143 specific actions in the areas of the built environment, energy, food, nature, transportation, waste and water. The Sustainable DC Plan is found at <http://sustainable.dc.gov/finalplan>. Respondents should review the plan and highlight their qualifications and experience in developing sustainable projects, if any, in their response.

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

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

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

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

As the Northeast Building Site is located in the Anacostia Waterfront Development Zone, it is also subject to the “Anacostia Waterfront Environmental Standards Act of 2008” (D.C. Law 17-138), as codified in D.C. Official Code §§ 2-1226.31 et seq.

First Source

Pursuant to D.C. Official 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, one of the primary goals of the District government is the creation of job opportunities for District residents. Accordingly, the Respondent selected by DMPED 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 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 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 for information on the First Source Agreement: <http://does.dc.gov/page/first-source-employment-program->

Please refer to the following website for additional information on the District’s DOES apprenticeship program: <http://does.dc.gov/service/apprenticeships>.

For additional information on First Source, please contact Anetta Graham at DOES at (202) 698-3757 or anetta.graham@dc.gov. For additional information on the apprenticeship program, please contact Drew Hubbard at drew.hubbard@dc.gov.

Certified Business Enterprises

The Respondent selected by the District to enter into a disposition agreement shall comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Act of 2005, D.C. Official Code §§ 2-218.01 et seq. (“CBE Act”). Pursuant to D.C. Official Code § 10-801(b)(6) and the CBE Act, the selected Respondent shall subcontract to Small Business Enterprises (“SBEs”) at least 35% of the total development budget. If there are insufficient qualified SBEs to fulfill the 35% requirement, the requirement may be satisfied by subcontracting 35% to qualified Certified Business Enterprises (“CBEs”). Pursuant to §2-218.49a of the CBE Act, Small Investors, Disadvantaged Investors, or Certified Equity Participants shall invest at least 20% of the total sponsor equity, excluding debt financing, mezzanine financing, or other equity contributions by limited or institutional investors; and, in addition to complying with the general 35% SBE subcontracting provisions, at least 20% of the dollar volume of non-construction development goods and services shall be subcontracted to SBEs. If the entity that controls the development project is an entity tax-exempt under 26 U.S.C.S. §

501(c), or other not-for-profit entity, such entity is exempt from the equity and development participation requirements set forth above. The District's Department of Small and Local Business Development ("DSLBD") determines which entities qualify as SBEs, CBEs, Small Investors, Disadvantaged Investors, and Certified Equity Participants pursuant to the CBE Act. Respondents are encouraged to exceed the District's SBE/CBE subcontracting and participation requirements. Respondents must sign the Acknowledgement Form attached as Appendix A and return to DSLBD prior to executing a disposition agreement.

Local Hiring & Opportunities

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

Davis Bacon

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

RESPONSE REQUIREMENTS & SELECTION PROCESS

Pre-Response Information Session and Site Visit

Issuance of RFP

DMPED is releasing this Request for Expressions of Interest (RFP) to solicit proposals for development of the parcel. The RFP is posted on DMPED's website: <http://dmped.dc.gov/>.

Pre-Response Conference

DMPED will conduct an information session and introductory site visit at the Southwest Branch Library on Friday, April 24, 2015. This session is strongly recommended for all Respondents.

The tentative schedule for April 24 is as follows:

- 10:00 – 10:20am: Check-in
- 10:20 – 11:15am: Information and Q&A Session
- 11:15 – 12:00pm: Site walk

Respondents should RSVP by Thursday, April 23, by emailing Marc.Bleyer@dc.gov with the name, organization, phone number, and email address of the attendee.

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

RFP Proposal Submission Deadline and Submission Requirements

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

Format

All responses must meet the following format requirements:

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

Response Contents

Tab 1: Transmittal Letter

Respondents shall provide a Transmittal Letter with their response. The Transmittal Letter should highlight key components of the Team's response. In particular it should articulate (1) the vision for the Northeast Building Site; (2) how the District and surrounding neighborhood will benefit from the proposed Project (i.e., economic impact, job creation, etc.); and (3) how the proposed Project fits within the existing neighborhood fabric.

Tab 2: Respondent Team Identities & Details

Respondents shall identify the following key team entities:

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

Team Member Details

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

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

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

Tab 3:**Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults**

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

Evidence Regarding Tax Liabilities

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

Evidence Regarding Litigation

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

Tab 4:**Organization Status**

Respondents shall provide the status of the primary entities (developers, tenants, etc.) (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 they are organized and operating, including a brief history of each organization and its principals. For any entity required to file reports in the jurisdiction of its formation, include a certificate of good standing for such jurisdiction and a certificate of good standing showing that it is registered in the District.

Organizational Chart and Bios

Respondents shall provide an organizational chart showing **key personnel** from the primary entities (developers, tenants, etc.) and/or joint venture partners who will be working on the Project and a brief bio for each person outlining relevant experience.

Evidence Regarding Creation of Respondent

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

Tab 5:

Qualifications and Experience

Respondent shall identify three (3) urban infill development projects comparable to Respondent's proposed project, and with which Respondent or their key personnel have had primary involvement. For each relevant project, Respondent shall identify the following:

- i. Respondent 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 developing civic space;
- xi. If applicable, highlight experience in obtaining LEED or Green Communities certifications. Highlight in particular expertise in the areas of energy efficiency, on-site clean energy generation, green roofs, and/or environmentally friendly technologies;
- xii. Illustrative materials that will help DMPED evaluate the caliber, innovation and relevant experience of the development team; and
- xiii. References (at least one per project), including names, mailing addresses, e-mail addresses, telephone numbers, and a letter authorizing each reference to respond to inquiries regarding the design, financing, development, disposition, or management of prior projects.

Tab 6:

Project Concept

DMPED seeks high quality architecture for this development that 1) complements the neighborhood character and 2) emphasizes pedestrian and commercial activity along the 4th Street, SW corridor. Respondents should submit drawings to illustrate their concept.

Respondents shall describe, in detail:

- i. The overall concept and vision for the Project; and describe how the vision will enhance and integrate with the surrounding community that borders the Project;
- ii. Development plans (Respondent may provide conceptual design drawings that are sufficient in detail to be easily evaluated by DMPED);
- iii. Respondent's property rights in other parcels (in the form of a binding agreement or contract that allows Respondent to unilaterally control such other parcel(s)), if any, that may be accretive to the Project;
- iv. If applicable, outline the proposed strategy for leasing and/or subleasing space within the Project. Include proposed lease-up time frame, strategy, and any proposed incentives.
- v. A schedule that fully describes the steps in the approval process, including the approval of the second-stage PUD, necessary for entitlements assumed in the response;
- vi. If applicable, a detailed phasing plan that describes Respondent's strategy and timing for delivering various components of the Project;
- vii. If applicable, any proposed tenant(s) including any letters of interest or commitment from any proposed tenant(s); and
- viii. Evidence of market demand and financial viability for the Respondent's proposed use.

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

Affordable Housing

Any proposal that includes a development plan with a residential component shall include ADUs. The ADUs shall be constructed, rented and/or sold in accordance with an affordability covenant to be entered into with the District. Among

other provisions, the affordability covenant will provide that any building containing residential units shall have a proportional distribution of unit types and sizes across multiple AMI levels so that ADUs are not clustered in any portion (floor, section, or tier) of the development. Market rate and/or ADUs targeting senior citizens are considered an eligible residential use and must conform to the same affordability standards applicable to other residential unit types.

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

- i. The project's impact on the District's affordable housing goals and other economic development objectives.
- ii. The integration of the ADUs within Respondent's proposed development plan. ADUs must be dispersed, not clustered, throughout the residential component(s) and mixed with market-rate units.
- iii. The rent [and/or sale] projections for each ADU unit type. All affordable rent payments collected by the future property owner from the tenants or third parties on behalf of tenants may not exceed the Maximum Allowable Rent for an ADU.
- iv. The number and total percentage of ADUs by AMI and unit size type and the amount and percentage of square footage devoted to ADUs.
- v. The Respondent's proposed strategy for the marketing, operating and administering of ADUs in its project.
- vi. How the Project addresses the site-specific affordable housing requirements (see page 4 above); and

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

Chart 1: Income Limits based on the AMI for Washington DC MSA as of March 2015

Household Size	100% AMI	80% AMI	60% AMI	50% AMI	30% AMI
1	\$ 76,440	\$ 61,152	\$ 45,864	\$ 38,220	\$ 22,932
2	\$ 87,360	\$ 69,888	\$ 52,416	\$ 43,680	\$ 26,208
3	\$ 98,280	\$ 78,624	\$ 58,968	\$ 49,140	\$ 29,484
4	\$ 109,200	\$ 87,360	\$ 65,520	\$ 54,600	\$ 32,760
5	\$ 120,120	\$ 96,096	\$ 72,072	\$ 60,060	\$ 36,036
6	\$ 131,040	\$ 104,832	\$ 78,624	\$ 65,520	\$ 39,312

Chart 2: Affordable Housing Rent Calculation Includes Monthly Utilities

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

Chart 3: Occupancy Standard Factor for Affordable Housing Calculations

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

Chart 4: Affordable Housing Sale Price Calculation

Affordable Housing Sale Price Calculation	
1. Determine the Maximum Monthly Payment:	
Maximum Monthly Payment = ((AMI * DAL * OSF * 30%) / 12) – FEES	
MSP	Maximum Sales Price
AMI	Area Median Income at 100% for a 4 person household
DAL	Designated Affordability Level
OSF	Occupancy Standard Factor (reference Chart 3)
FEES	Condominium Fees (\$0.60 per Square Foot), Homeowners Association Fees (\$0.10 per Square Foot), Real Property taxes at current real property tax rates assuming Homestead Deduction, and Monthly Hazard Insurance Fees for Single Family Homes = \$125.00
2. Use Maximum Monthly Payment to Determine the Affordable Mortgage assuming a conventional thirty (30) year, fixed-rate, fully amortizing mortgage at the national average mortgage rate as published by the Federal Housing Finance Agency at www.fhfa.gov plus a one and a half percent (1.5%) cushion to protect for future interest rate increases.	
3. Determine the Sale Price assuming a 5% Down Payment	
Maximum Sales Price = Affordable Mortgage / 95%	

All proposed affordable units shall be provided in accordance with an affordability covenant to be entered into with DMPED along with the other disposition agreements. Market rate and/or affordable residential units targeting senior citizens are considered an eligible residential use and must conform to the affordability standards for other types of residential units. Developer should do an analysis of this neighborhood's market prices and ensure that their estimated affordable unit rent or purchase prices are well below the market. Prices or rents estimated by the developer shall not exceed those on the current Maximum Purchase price and Rent Schedule for the Inclusionary Zoning Program and all utility costs should be included in the proposed rental rates.

**Tab 7:
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 such money expended is at the sole risk of the Respondent 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 as Appendix C. The Schedule of Performance should list each step in the redevelopment process through Project completion and operation.

**Tab 8:
Community & Stakeholder Benefits and Outreach**

DMPED 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 RFP for details regarding the First Source Agreement that the selected 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 RFP for details regarding the Certified Business Enterprise Agreement that the selected 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: <http://does.dc.gov/service/apprenticeships>. 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 D, which Term Sheet shall serve as the basis for negotiations of a disposition agreement with the selected Respondent. At Closing under the disposition agreement, it is anticipated that the selected Respondent will purchase fee title to the Northeast Building Site. The purchase price payable to the District is further described in the attached Term Sheet.

Tab 9:

Financial Capability

DMPED seeks to evaluate Respondents’ ability and willingness to invest sponsor equity and self-fund project predevelopment costs. The Respondent shall demonstrate their financial capability by submitting the following information:

- i. A description of the financial capacity of Respondent and its 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 redevelopment of the Northeast Building Site.

Proposed Financing Strategy

DMPED seeks to maximize the proceeds from the disposition of the Northeast Building 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 provide any public subsidy or abatement to fill any funding gaps or shortfalls. Respondents should provide:

- i. Respondents’ equity commitment to the Project and the timing/disbursement of that commitment;
- ii. A proposed project financing strategy, including a listing of all anticipated sources of construction and permanent financing (including interest rates; amortization type and period; ex-ante return on assets and equity, and internal rate of return; covenants; coverage ratios; and all other relevant information);
- iii. Detailed description of which, if any, federal government funding sources the Respondent intends to attract to the Project;
- iv. Satisfactory evidence of Respondent’s ability to secure debt and equity, including commitment letters from prospective investors; and
- v. A detailed and fully functional Microsoft Excel-based pro forma inclusive of the following calculations: return on cost, return on equity (levered and unlevered); and a detailed waterfall of profits to all capital accounts; internal rates of return; and any other project-specific return metrics.

Tab 10:

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

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

Submission Directions

Ten (10) hard copies of the response and one (1) electronic version in PDF and Excel formats on a flash drive, identified by "Waterfront Station Parcel – RFP" on the envelope and the Deposit, **must be submitted and received by 3:00 P.M. on Friday, May 22, 2015**. Such responses must be delivered to the following address:

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

Evaluation Process & Announcement

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 DMPED, in its sole discretion. DMPED and/or the Panel may consult with professional consultants, advisors, and other stakeholders for technical assistance. DMPED and/or the Panel will evaluate each response, taking into account the information provided in response to the RFP and the best interests of the District.

Evaluation Criteria

Successful proposals will demonstrate that the Respondent has (i) a proposed use that is consistent with DMPED's overall policy goals and requirements and (ii) the financial capacity and ability to successfully close the transaction and offer an attainable redevelopment timeline to realize DMPED's goals for Waterfront Station.

Among other factors, responses will be evaluated for completeness, market feasibility, innovative ideas, strength of community benefits, and the strength of the financial response. DMPED will more highly rate Respondents who:

- i. Demonstrate, through entity experience and expertise of proposed key personnel, that they are qualified to execute a high-quality project of this scale; and
- ii. Provide evidence of sufficient organizational and financial capability to ensure on budget and timely delivery of the Project.

Announcement of Short List

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

Best and Final Offer Submission

If a Respondent is asked to submit a "Best and Final Offer" (BAFO), the Respondent is expected to adhere to the additional guidance provided by DMPED and submit a final revised proposal for DMPED's final consideration. Upon receiving the BAFO, DMPED reserves the right to hold additional rounds of requests for information, and conduct further discussions and negotiations if the BAFO lacks adequate information to reach a final selection. At DMPED's sole discretion, the short list of Respondents may be asked to present their BAFOs to the community to gain additional community feedback.

Final Selection & Notice

Following receipt of any additional information, if requested, DMPED may submit, in its sole and absolute discretion, one or more responses, as modified through any negotiations, to the Mayor as a recommendation. The Mayor, in her absolute discretion, may accept the recommendation. Upon acceptance of a recommendation by the Mayor, DMPED shall notify the selected Respondent(s), if any. Ultimately, the Mayor will submit the proposed transaction to the Council of the District of

Columbia (“Council”) for its approval in accordance with applicable District law (see the “Disposition Agreement & Approval” section in this RFP for more details).

DMPED reserves the right, at its sole and absolute discretion, to reject any proposal it deems incomplete or unresponsive to the submission requirements. DMPED also reserves the right, at its sole and absolute discretion, to reject all proposals and re-advertise at a later date. If a submission is deemed incomplete, that Respondents’ letter of credit will be returned. In the event that DMPED determines 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 RFP proposals without discussions with the Respondents. Accordingly, Respondents’ initial RFP proposals should contain their best terms from the standpoint of the evaluation factors identified in this RFP. However, DMPED also reserves the right, in its sole and absolute discretion, to conduct discussions with all, or some, of the Respondents and solicit revised proposal and BAFOs in order to make the final selection on the basis of such revised RFP proposals.

Post Selection Due-Diligence

Right of Entry

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

Disposition Agreement & Approval

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

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

TRANSACTION TERMS

Northeast Building Site Condition

As-Is Condition

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

Soil or Subsurface Conditions

Notwithstanding prior studies available for Respondents’ review, DMPED 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 Northeast Building Site.

Environmental Remediation

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

Predevelopment and Development Costs

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

- Respondents shall be solely responsible for all pre-development (including but not limited to demolition of existing improvements, environmental remediation costs and due diligence studies such as traffic, geotechnical, and storm water management) 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.

DMPED expects Respondents to proceed immediately with predevelopment work upon selection, in order to meet the dates in the Schedule of Performance (Appendix C). All funds expended on due diligence and predevelopment work during negotiation with DMPED 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.

Payment

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

RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

Reservation of Rights

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

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

Conflicts of Interest

Disclosure

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

- The compensation to be requested, offered, paid or received in connection with this RFP has been developed and provided independently and without consultation, communication, or other interaction with any other competitor for the purpose of restricting competition related to this RFP or otherwise;
- No person or entity currently or formerly employed by the District or otherwise involved in preparing this RFP on behalf of the District: (i) has provided any information to Respondents that was not also available to all entities responding to the RFP; (ii) is affiliated with or employed by Respondents or has any financial interest in

- Respondents; (iii) has provided any assistance to Respondents in responding to the RFP; or (iv) will benefit financially if Respondents are selected in response to the RFP; and
- iii. Respondents have not offered or given to any District officer or employee any gratuity or anything of value intended to obtain favorable treatment under the RFP or any other RFP, or contract, and Respondents have not taken any action to induce any District officer or employee to violate the rules of ethics governing the District and its employees. Respondents have not and shall not offer, give, or agree to give anything of value either to the District or any of its employees, agents, job shoppers, consultants, managers, or other person or firm representing the District, or to a member of the immediate family (i.e., a spouse, child, parent, brother, or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this RFP. As used herein, "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, and transportation (other than that contemplated by this RFP, if any, or any other contract with the District) which might tend to obligate a District employee to Respondent, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment, or business opportunity. Such term shall not include work or services rendered pursuant to any other valid District contract.

On-going Reporting

Respondents shall report to the District directly and without undue delay any information concerning conduct which may involve: (a) corruption, criminal activity, conflict of interest, gross mismanagement or abuse of authority; or (b) any solicitation of money, goods, requests for future employment or benefit of thing of value, by or on behalf of any government employee, officer or public official, any Respondent's employee, officer, agent, subcontractor, labor official, or other person for any purpose which may be related to the procurement of the RFP by Respondents, or which may affect performance in response to the RFP in any way.

Miscellaneous Provisions

Notice of Modifications

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

Change in Respondents' Information

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

Ownership and Use of Responses

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

Restricted Communications

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

Selection Non-Binding

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

Confidentiality

Responses and all other information and documents submitted in response to this RFP are subject to the District's Freedom of Information Act (D.C. Official Code § 2-531 et seq.) ("FOIA"), which generally mandates the disclosure of documents in the possession of the District upon the request of any person, unless the content of the document falls within a specific exemption category (e.g., trade secrets and commercial or financial information obtained from outside the government, to the extent that disclosure would result in substantial harm to the competitive position of the person from whom the information was obtained).

If a Respondent provides information that it believes is exempt from mandatory disclosure under FOIA (“exempt information”), Respondent 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 Respondent believes is exempt from mandatory disclosure under FOIA, Respondent 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, Respondent shall also specify the exempt information and shall state the exemption category within which it is believed the information falls.

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

Non-Liability

By participating in the RFP process, Respondents 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 RFP.

Other Limiting Conditions

Withdrawal & Cancellation

If at any time after DMPED 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 DMPED 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 DMPED and may be responsible for certain costs previously waived by DMPED, 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 Northeast Building Site, all deposits (minus the RFP 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 Northeast Building Site is expected to be a “stand alone” project, in that Respondents are prohibited from cross collateralizing and cross defaulting the Northeast Building 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 Northeast Building Site and Project in part, or in whole, without prior DMPED approval. Any additional debt shall require prior written DMPED 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 DMPED terminating, in its sole and absolute discretion, negotiations with a Respondent or terminating the Project.

Restrictions

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

- i. All Respondents, its members, agents, or employees, are prohibited from: (i) making responses of employment, (ii) conducting any negotiations for employment, (iii) employing or, (iv) entering into contracts of any sort, with current employees, consultants, or contractors to the District who are personally and substantially involved in any aspect of this RFP;
- ii. Respondents must disclose in their initial responses the names of any member, employee, or agent who within three (3) years prior to the publication of this RFP were District employees, consultants, or contractors to the District. On a continuing basis, Respondents will be required to provide DMPED 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; and
- iv. Required disclosures and notices notwithstanding, failure to comply with any obligation described in this provision may result, in DMPED's sole and absolute discretion, in Respondents' disqualification from consideration under this RFP, the rescission of a Respondent's award, and/or termination of any agreement between a Respondent and the District.

QUESTIONS

Any questions regarding this RFP should be submitted via e-mail only to Marc.Bleyer@dc.gov. Respondents shall not direct questions to any other person within the District government except as allowed elsewhere in this RFP. All questions must be submitted by May 8, 2015. Responses to Respondent questions will be aggregated and posted on the DMPED website: <http://dmped.dc.gov/>.

APPENDIX A | FORM OF ACKNOWLEDGEMENT

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

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

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

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

Date:

Signature:

Print Name:

Affiliation:

Phone Number:

Email Address:

Business Address:

APPENDIX B | NORTHEAST BUILDING SITE TOUR WAIVER, RELEASE, AND INDEMNIFICATION

I, _____,
(print name)

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

1. I acknowledge that the District of Columbia (the “**District**”) is the owner of the real property known as Lot 0822 in Square 0542, together with all improvements located thereon (the “**Property**”).

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

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

_____, 2015 from _____ AM / PM – _____ AM / PM.

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

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

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

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

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

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

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

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

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

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

WITNESS:

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____



APPENDIX C | SCHEDULE OF PERFORMANCE**(To be completed and submitted with response)**

Milestone	Completion Date	Party Responsible
Submission to DMPED of RFP Response & RFP Response Deposit	May 15, 2015	Respondent
Final selection & notice	Summer 2015	DMPED
Submission of final form of Disposition Agreement, related legal documents and supporting exhibits		DMPED & Respondent
Submission of Surplus and Disposition Legislation to DC Council		DMPED
Execution of Disposition Agreement, related legal documents and supporting exhibits		DMPED & Respondent
Submission of second-stage PUD application to the Zoning Commission		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

Fee Simple Disposition of Lot 822 in Square 542

Lessor/Seller	Government of the District of Columbia, acting by and through the Deputy Mayor for Planning and Economic Development (the “ District ”)
Developer	Entity Name: _____
Description of Real Property	The parcel of land known for tax and assessment purposes as Lot 822 in Square 542 (the “ Development Parcel ”).
Conveyance/Disposition Structure	The Development Parcel will be conveyed from the District to the Developer under a fee simple structure pursuant to D.C. Official Code § 10-801(b)(8)(F).
Closing Date	“Closing Date” means the date on which the fee disposition of the Development Parcel 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 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 Development Parcel to the Developer, Developer shall pay to the District at Closing an amount equal to (i) ninety percent (90%) of the Purchase Price (the “ Closing Payment ”).
Purchase Price	\$ _____
Redevelopment and Operational Costs	The Developer shall be solely responsible for the costs of redevelopment and future operation of the Development Parcel. The Developer shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the Development Parcel.
Conditions of Closing	In addition to the other standard District conditions of Closing, the District’s obligation to convey the Development Parcels is conditioned upon: <ul style="list-style-type: none"> • The District’s approval of the Developer’s design, budget and project financing plan; • Developer’s obtaining financing and equity to fund 100% of the development; • Developer’s providing the District development and completion guaranties and land note guaranties to the District’s satisfaction; and • Developer having received all necessary zoning approvals or other zoning relief deemed necessary to accomplish the Project.
Developer Financing	Developer shall be responsible for obtaining financing and equity to fund 100% of the project. The District agrees to cooperate with Developer in connection with Developer’s proposed financing of the project pursuant to a project funding plan (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 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	The Development Parcel must include the number of Affordable Dwelling Units (ADUs) at Area Median Income (AMI) levels that are required by the PUD, District law, and the executed Land Use Restriction Agreement (LURA), which is recorded with the District of Columbia Recorder of Deeds as instrument no. 2008099321.
Green Building Requirements	Developer shall construct the project improvements in accordance with the <i>Green Building Act of 2006</i> , D.C. Official Code § 6-1451.01 <i>et seq.</i> , and DC’s Stormwater Management Program stated in 21 DCMR, Chapter 5, and DC’s flood hazard rules stated in 20 DCMR, Chapter 31.
Design Review	District shall have the right to approve project plans and drawings related to the design, development, and construction of the improvements on the Development Parcel to ensure the quality and compatibility of the proposed improvements.
Post-Closing Requirements	Developer shall be bound by the requirements of an Affordable Housing Covenant, a

	Construction & Use Covenant, and the Guarantor shall be bound by the requirements of a Development and Completion Guaranty, forms of which shall be attached to the Land Disposition Agreement, which may be amended with the approval of the District.
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INTENTION AND LIMITATIONS OF THIS STATEMENT OF MINIMUM TERMS

The Respondent hereby acknowledges its agreement to be bound to the provisions of this Statement of Minimum Business Terms in the event the Respondent is selected to negotiate for the development and disposition of the Site. The terms of the Disposition Agreement shall be consistent with the terms of this Statement unless the District otherwise agrees in writing, in its sole and absolute discretion.

RESPONDENT:

BY: _____

Name:

Title:

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, Suite 317
 Washington D.C. 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: 1000 4th Street, SW

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)

APPENDIX F | HUD HOUSING ALLOWANCE TABLE

US Department of Housing and Urban Development Section 8 Existing Housing Allowances for Tenant Furnished Utilities and Other Services					3/24/2015	
Washington, DC			High Rise			
Utility or Service	Monthly Dollar Allowance					
	EFF.	1BR	2BR	3BR	4BR	5BR
Heating						
a. Natural Gas	\$25	\$33	\$41	\$50	\$58	\$66
b. Bottle Gas						
c. Oil	\$56	\$75	\$93	\$112	\$131	\$149
d. Electric	\$67	\$90	\$112	\$135	\$157	\$180
Air Conditioning	\$8	\$11	\$14	\$17	\$20	\$22
Cooking						
a. Natural Gas	\$12	\$12	\$15	\$17	\$19	\$20
b. Electric	\$11	\$14	\$20	\$24	\$28	\$31
c. Bottle Gas						
Other Electric: Lighting, Refrigeration, etc	\$25	\$33	\$42	\$50	\$58	\$67
Water Heating						
a. Natural Gas	\$10	\$16	\$21	\$26	\$32	\$42
b. Electric	\$9	\$19	\$28	\$37	\$46	\$65
c. Bottle Gas						
d. Oil	\$10	\$20	\$30	\$40	\$50	\$70
Water	\$13	\$26	\$39	\$52	\$65	\$90
Sewer	\$15	\$30	\$45	\$61	\$76	\$106
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.