

# 1234 Good Hope Parcels



## REQUEST FOR PROPOSALS

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



GOVERNMENT OF THE  
DISTRICT OF COLUMBIA  
MURIEL BOWSER, MAYOR

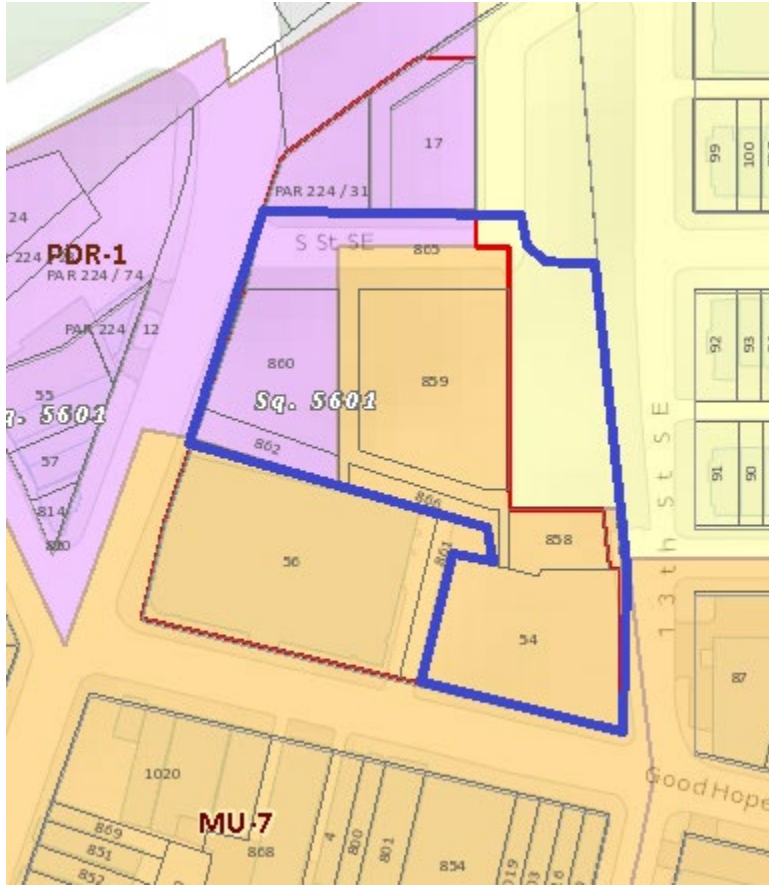


# INTRODUCTION

The Government of the District of Columbia (the “District”), through the Office of the Deputy Mayor for Planning and Economic Development (“DMPED”), is releasing this Request for Proposals (“RFP”) as it seeks to receive proposals (each a “Proposal” and collectively “Proposals”) from individuals and/or teams (each a “Respondent” and collectively “Respondents”) for the redevelopment of certain parcels located at 1234 Good Hope Road SE in the property known as Square 5601, Lots 54, 56, 858, 859, 860, 862, a portion of 865, and 866 (the “Development Parcel”) (see Figure 1 Development Parcel Map). The Development Parcel is currently unimproved and contains approximately 1.94 acres of land.

Each proposed development plan shall reflect the important value of this Development Parcel to the surrounding community and embody the following characteristics:

- **Expand on the success of other major projects in the area .** The District has supported other projects in the area east of the Anacostia River such as MLK Gateway, Skyland Town Center, Reunion Square, and St. Elizabeth’s. These projects are in various stages of development and have achieved significant success in bringing quality housing, neighborhood retail, and major employment to Wards 7 & 8. The District seeks to build on the success of these projects at the Development Parcel.
- **Respect the history and architecture of historic Anacostia.** The District seeks Proposals that will provide innovative and energizing elements for the community while working closely with the ANC and local community groups to honor the history and context of the Anacostia Historic District.
- **Develop high quality commercial office/residential/retail mixed-use buildings at this important gateway to historic Anacostia.** The District seeks the highest quality architectural design, innovative environmental site design, and exceptional building and site development for this high profile location.



## DEVELOPMENT PARCEL DESCRIPTION

Figure 1: Development Parcel Map (not to scale)

<b>Location</b>	Good Hope Road and Martin Luther King, Jr. Avenue, SE
<b>Ward</b>	8
<b>Neighborhood</b>	Anacostia
<b>ANC:</b>	8A
<b>Bounded by:</b>	13th Street SE to the east, Good Hope Road SE to the south, Martin Luther King Jr Avenue to the west, and the abandoned S Street right-of-way to the north
<b>Square(s)</b>	5601
<b>Lot(s)</b>	Lots 54, 56, 858, 859, 860, 862, a portion of 865, and 866
<b>Total Square Footage</b>	84,723 square feet (approximate)
<b>Frontage on:</b>	13th Street SE to the east, Good Hope Road SE to the south, and Martin Luther King Jr Avenue to the west.
<b>Zone</b>	<b>PDR-1</b> Lots 860, 862, and a portion of 865 <b>MU-7</b> Lots 54, 56, 858, 859, 866, and a portion of 865 <b>R-3</b> Portion of lot 865
<b>PUD Eligible</b>	Yes

**Visibility/Access:** The Development Parcel has good visibility from Good Hope Road SE and Martin Luther King Jr Avenue SE. Additionally, the Development Parcel has multiple transportation access advantages given its close proximity to the Anacostia Metrorail station (Green Line), the Anacostia Freeway I-295, I-395, and Suitland Parkway. There is also Metrobus access along both Martin Luther King Jr. Avenue and Good Hope Road. See the “Transportation Planning Framework” sub-section of the “District Policy Goals, Requirements, and Preferences” section for further information regarding access.

**Property Advantages:** The Development Parcel is located within the Anacostia neighborhood and sits along an existing “Great Streets” corridor of Martin Luther King Jr. Avenue. The Development Parcel is well located near Anacostia National Park, which includes playgrounds, wildlife, boating, fishing and sports activities.

**Community Context:** Anacostia is one of Washington’s oldest and most famous communities. Comprised of both the historic downtown as well as the traditional residential neighborhood to the east of the retail area, the district was listed in the National Register of Historic Places in 1978. The historic neighborhood includes the historic commercial main streets of Good Hope Road and Martin Luther King Jr. Avenue, and the Frederick Douglass Home and Museum. Martin Luther King, Jr. Avenue SE is a prominent arterial street that connects several east-of-the-river areas, including Anacostia, Barry Farm, Bolling Air Force Base, and Congress Heights. Anacostia’s proximity to the Anacostia River waterfront provides favorable access for future redevelopment and recreational opportunities. The neighborhood is also in close proximity to the Capitol Hill, Waterfront and Navy Yard neighborhoods.

## LOGISTICS

### When

*The District shall 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:*

<b>RFP Process Timetable (subject to change)</b>	
Issuance of RFP	September 30, 2021
Pre-Response Question & Answer Period	Thirty (30) days following Issuance of RFP*
RFP Proposal Submission Due Date (5:00 PM ET)	Ninety (90) days following Issuance of RFP*

\*IF THE DUE DATE FALLS ON A WEEKEND OR HOLIDAY, THEN THE DUE DATE SHOULD BE THE NEXT BUSINESS DAY

**NOTE:** DMPED is offering to publicly release the contact information of Respondents that want to share their information with other interested parties. If you would like for your information to be released, please contact the Project Development Manager with the following information by the last day of the Pre-Response Question & Answer Period:

- Company name
- Company address
- Point of contact name
- Point of contact email address
- Line of business (e.g. architect, general contractor, developer, etc.)

### Where

The RFP is posted on DMPED’s website at <https://dmped.dc.gov/page/1234-good-hope> (the “Project Website”).

Due to the COVID-19 pandemic, in lieu of an information session and introductory site visit, DMPED will have an online question and answer portal during the dates set forth in the Pre-Response Question and Answer Period in the “When” sub-section of this “Logistics” section, and DMPED will post responses on the Project Website on or around the last date of the Pre-Response Question and Answer Period.

### What

DMPED seeks Proposals that reflect the important value of this Development Parcel to the surrounding community, embody those priorities identified in the “District Policy Goals, Requirements, and Preferences” section, and satisfy the requirements set forth in the “RFP Submission Requirements” sub-section of the “Solicitation Process” section.

#### **RFP Submission Deposit:**

1234 Good Hope Parcels

A \$100,000 deposit in the form of an executed, irrevocable standby letter of credit (“Letter of Credit”) is required utilizing the Form Irrevocable Letter of Credit attached as Appendix D.

*Additional deposits will be required if selected and upon execution of the disposition agreement.*

Conditions: If a Respondent’s Proposal is not selected, the Letter of Credit shall be returned to the Respondent. If a Respondent’s Proposal is selected, the Letter of Credit will only be returned upon the Respondent’s successful completion of Closing as determined by the District through the terms of the disposition agreement.

## Who

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All Proposals must be submitted to Mark Corneal (the “Project Development Manager”). All questions regarding this RFP must be submitted via e-mail only to the Project Development Manager. Respondent shall not direct questions to any other person within the District except as allowed elsewhere in this RFP. Responses to Respondent questions will be aggregated and posted on the Project Website prior to the Submission Due Date.

## How

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All Proposals must be submitted electronically to the Project Development Manager at [mark.corneal@dc.gov](mailto:mark.corneal@dc.gov) by the RFP Submission Due Date in the “When” subsection of this “Logistics” section. The subject line for such electronic submission shall state “1234 GOOD HOPE - RFP PROPOSAL SUBMISSION”. Hand delivered or mailed Proposals shall not be accepted. Adherence to the deadline is essential. Incomplete applications or those submitted after the deadline shall not be accepted.

Additionally, all Respondents shall also upload the Proposal electronically (including a PDF of the response and the Microsoft Excel pro forma) via the “Submit Files” link on the Project Website specified in the “Where” sub-section of this “Logistics” section. Uploaded electronic files should use the following naming convention: “1234 GOOD HOPE RFP PROPOSAL SUBMISSION – [Team Name] – [File Type]”.

A copy of the Letter of Credit is required to be uploaded with a Respondent’s electronic Proposal, with the original hardcopy delivered to DMPED by close of business on the RFP Proposal Submission Due Date. A representative of DMPED will be available at the 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, to receive the Letter of Credit between 3pm and 5pm on the Submission Due Date.

# DISTRICT POLICY GOALS, REQUIREMENTS, AND PREFERENCES

## Community Preferences

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The community expressed the following preference regarding the development of the Development Parcel:

- encouraging and incorporating forms of homeownership;
- incorporating incubator office space for local start-ups and small businesses; and
- including street level retail with affordable spaces for small, local businesses.

## Planning and Zoning Framework

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### Public Life

Public life is what people create when they connect with each other in public spaces—the streets, plazas, parks, and city spaces between buildings. As DC grows, a robust public life can nurture a sense of community, value our commonalities, and celebrate our diversity in the neighborhoods we call home. Ensuring that our shared public spaces are designed to be inclusive, inviting, and delightful is a key component to maintaining a high quality of life for current and future DC residents of all ages and abilities.

The Development Parcel is located at the intersection of two of the most active and vibrant corridors in Ward 8 and is identified as a community gateway. Development should reflect this, both in function at the street level and in architectural design. Development in this area should:

- Be responsive to the surrounding community’s cultural identity and needs;
- Be inclusive, open, inviting, safe, and delightful place for children, families, seniors, and persons with disabilities;
- Promote interesting pedestrian experiences and a unique and consistent design for the public realm; and
- Encourage vibrant street life throughout the day.

## Comprehensive Plan

The Comprehensive Plan Future Land Use Map designates the Development Parcel as Residential-Medium Density (RMED) and Commercial-High Density (CHD) Mixed-Use along Martin Luther King, Jr. Ave SE and Good Hope Road SE. The remainder of the Development Parcel is designated for Local Public Facilities ("LPUB"). This allows for retail and office uses, as well as housing, and institutional uses.

The Generalized Policy Map designates this site as a "Main Street Mixed Use Corridor" within the Commercial/Mixed Use areas. Main Street Mixed Use Corridors are "traditional commercial business corridors" with a concentration of older storefronts along the street. Their common feature is that they have a pedestrian-oriented environment with traditional storefronts. Many have upper story residential or office uses. Conservation and enhancement of these corridors is desired to foster economic and housing opportunities and to serve neighborhood needs. Any development or redevelopment that occurs shall support transit use and enhance the pedestrian environment.

The 2021 updated Generalized Policy Map also includes the site in a Resilience Focus Area. A Resilience Focus Area is described as "Areas where future planning efforts are anticipated to ensure resilience to flooding for new development and infrastructure projects, including capital projects, especially in areas with in the 100- and 500- floodplains. In the Resilience Focus Areas, the implementation of neighborhood-scale, as well as site-specific solutions, design guidelines and policies for a climate adaptive and resilient city are encouraged and expected. Boundaries shown are for illustrative purposes. Final boundaries will be determined as part of any future analysis for each area."

The Development Parcel is located within the Far Southeast Southwest Planning Area. The area is served by the District's transportation system, including the Metrorail Green Line, numerous bus lines, crosstown arterials, bikeshare, and other micromobility options, including scooters. The site is also located in the Comprehensive Plan Historic Anacostia Policy Focus Area. Targeted policy guidance for the area includes the following:

- **Policy FSS-1.1.1: Directing Growth:** The presence of the Anacostia Metrorail station and the upcoming redevelopment of the St. Elizabeths Hospital site, including the consolidation of the U.S. Department of Homeland Security (DHS) to the west campus, continue to provide an unprecedented opportunity to catalyze economic development in the Far Southeast/Southwest Planning Area. The Great Streets corridor along Martin Luther King, Jr. Avenue SE from the Anacostia River on the north to just past Malcolm X Avenue SE on the south, including the St. Elizabeths Hospital site, should be developed with medium- to high-density mixed uses, offering supportive retail services to office workers and residents alike, and providing housing opportunities to people who want to live and work in the area. Strongly promote mixed-use development, including retail, service, and residential uses, as well as office uses, on the portions of the St. Elizabeths Hospital site along Martin Luther King, Jr. Avenue SE. Such mixed-use development should face the street and be open to the public, outside security barriers that may otherwise be required. Additional opportunities for future housing development and employment growth in Far Southeast/Southwest should be directed to the area around the Congress Heights Metrorail station, along the Great Streets corridors of Martin Luther King, Jr. Avenue SE and South Capitol Street SE, and on the DC Circulator routes to provide improved transit and automobile access to these areas and improve their visual and urban design qualities. The DC Circulator is a key element for affordably moving people around to jobs and amenities in an environmentally friendly way. Any increase in zoning or density around the Metrorail station shall only be available through a Planned Unit Development ("PUD"). Approvals of zoning variations for height or density through PUDs shall include commensurate benefits for the neighborhood in terms of education and job opportunities, new and affordable housing for homeownership, improved urban design, and public infrastructure improvements. The PUD should include civic and cultural amenities, promote quality in design of buildings and public spaces, support local schools, create opportunities for cultural events and public art, and enhance the public realm by addressing safety and cleanliness issues. (Comprehensive Plan citation 1808.2);
- **Policy FSS-1.1.7: Retail Development:** Support additional retail development within Far Southeast/Southwest, especially in Historic Anacostia and in the neighborhood centers at Malcolm X Avenue SE /Martin Luther King, Jr. Avenue SE and South Capitol Street SE/Atlantic Avenue SE. Projects that combine upper story housing or offices and ground floor retail are particularly encouraged in these three locations. (Comprehensive Plan citation 1808.7); and
- **Policy FSS-1.1.9: Parking:** Support additional dedicated off-street parking and loading areas in the business districts at Martin Luther King, Jr. Avenue SE /Malcolm X Avenue SE, Alabama Avenue SE /23rd Street SE, and Historic Anacostia. Work with local merchants in each area to identify potential sites.. (Comprehensive Plan citation 1808.9)

The 2006 Comprehensive Plan ("Comp Plan") for the National Capital: District Elements has recently been updated and effective as of August 2021. The Comp Plan has been updated and amended to ensure that the plan is responsive to the dynamic changes in the District of Columbia's population and demographics, as well as the District's policy priorities. The updated 2021 Comp Plan has updated language and should be reviewed for full reference.

The Development Parcel is also highlighted in the Anacostia Transit Area Framework Plan (2006), which recommends the following:

- Serve the pedestrian: Improve pedestrian safety, enhance access to transit resources, and strengthen existing street corridors with active, attractive, and interesting ground floor use and design.
- Take advantage of transit: Build appropriate densities and diverse mixed-use developments on sites with good Metro access. Design model transit-oriented projects that fit into the neighborhood. Utilize transit assets to attract and accommodate the additional residents and residential units required to support a successful retail district.
- Strengthen Martin Luther King Jr. Avenue: Strengthen the MLK corridor by locating active retail uses at the ground floor along the sidewalk's edge, improve pedestrian quality and streetscape elements and attract additional retail to the corridor.
- Celebrate the past, welcome the future: Respect the Anacostia Historic District by designing contemporary new buildings distinct from and complementary to the historic stock.
- Go Green: Enhance open space, provide landscaped connections to the park, encourage environmental stewardship of natural resources, and promote sustainable building design practices

## Zoning

The Development Parcel includes three existing zones—MU-7 (Mixed Use Zone 7); PDR-1 (Production, Distribution and Repair Zone 1; and R-3 (Residential House Zone 3).

The MU-7 zone is intended to permit medium density mixed-use development, including a varied mix of residential, employment, retail, service, and other related uses. The permitted by-right Floor Area Ratio ("FAR") in the MU-7 zone is 4.0 maximum, or 4.8 with Inclusionary Zoning ("IZ"). The maximum permitted FAR for non-residential development is 2.5. The maximum permitted by-right height of a building in the MU-7 zone is 65 feet. A habitable and/or mechanical penthouse is also permitted to a height of 18.5 feet. Lot occupancy is not limited for a non-residential building, but is limited to 75% maximum, or 80% with IZ, for residential use. The minimum required Green Area Ratio is 0.25. The MU-7 zone permits most forms of residential, retail, service, office, and hotel uses. Refer to Subtitle G Chapter 4 of DCMR 11, Zoning Regulations for the complete development standards including setback requirements, and Subtitle U Chapter 5 for use provisions for the MU-7 zone.

The PDR-1 zone is intended to permit moderate density commercial and production, distribution and repair uses. The PDR-1 zone does not permit residential use. The permitted by-right FAR in the PDR-1 zone is 3.5 maximum, or 2.0 for restricted uses. The maximum permitted FAR for non-residential development is 2.5. The maximum permitted by-right height of a building in the PDR-1 zone is 50 feet. A habitable and/or mechanical penthouse is also permitted to a height of 12 to 15 feet. This zone does not contain a minimum lot occupancy requirement. The minimum required Green Area Ratio can be as high as 0.3, but varies with the height of the building. The PDR-1 zone permits most forms of production, distribution, repair, retail, service, office, and hotel uses. Refer to Subtitle J Chapter 2 of DCMR 11, Zoning Regulations for the complete development standards including setback and transition requirements and a list of uses that may achieve the maximum FAR, and Subtitle U Chapter 8 for use provisions for the PDR-1 zone.

The R-3 zone is intended to permit low density residential development, including detached, attached and rowhouses containing one principal dwelling, or a principal dwelling with an accessory dwelling unit, on small lots. The R-3 zone does not have an established FAR; rather density is established through lot size, height and lot occupancy requirements. New rowhouse lots within this zone are required to provide a lot width of 20 feet minimum, and a lot area of 2,000 square feet minimum or 1,600 square feet minimum with IZ. The maximum permitted height in the R-3 zone is 40 feet and three stories. The maximum lot occupancy is 60% for a rowhouse. This zone is not subject to Green Area Ratio, but each lot is required to provide a minimum of 20% as pervious surface. In addition to low density residential uses noted above, the zone permits various specified non-residential uses such as a public school or recreation center, a place of worship, or a small health care facility. Refer to Subtitle D Chapters 2 and 3 of DCMR 11, Zoning Regulations for the complete development standards including setback requirements, and Subtitle U Chapter 2 for use provisions for the R-3 zone.

This Development Parcel was the subject of PUD 05-03, approved in 2005 and extended in 2007. Although that PUD expired in 2009, for reference it included a PUD-related map amendment to the C-3-A zone, now MU-7, for the entire Development Parcel. The PUD contemplated two office buildings with a total area of just over 335,000 sq.ft., to a maximum height of 80 feet. A copy of the complete record for this PUD, including the Final Order, is available on the Office of Zoning website at <https://dcoz.dc.gov/>. However, both the Comprehensive Plan and the Zoning have substantively changed since then, and it should not be assumed that a new proposal for this Development Parcel would achieve or be limited to what was previously approved in the PUD.

For additional information regarding land use and zoning please contact Joel Lawson at OP by e-mail at [joel.lawson@dc.gov](mailto:joel.lawson@dc.gov).

## Transportation Planning Framework

The District Department of Transportation's ("DDOT") commitment to building a safe and efficient transportation network will guide all review of transportation-related issues regarding the development of the Development Parcel. The Development Parcel has excellent multimodal transportation access as it is located ½ mile north of the Anacostia Metrorail Station, adjacent to a DC Circulator stop at MLK Jr. Avenue and

Good Hope Road, and a WMATA Priority Corridor Network Bus Route along Good Hope Road. DDOT anticipates a sizable share of people accessing the Development Parcel will be via non-automobile modes of travel. As such, DDOT expects the amount of vehicle parking provided on-site to be as low as possible while allowing the project to remain viable. Specifically, DDOT expects the parking to be no more than 0.40 space per residential unit, 0.45 space per 1,000 GSF hotel, 0.50 space per 1,000 GSF office, and 1.25 space per 1,000 GSF retail, per the 2019 DDOT *Guidance for Comprehensive Transportation Review*. Priority will be given to proposals that provide minimal vehicle parking and take additional actions to support nearby transit. If the project does include off-street parking, Respondent should plan to install a minimum of one (1) electric vehicle charging station for every 50 parking spaces or more if required by applicable District laws.

Access to the Development Parcel for vehicle parking and loading/trash will be from 13<sup>th</sup> Street SE, ideally opposite Ridge Place or S Street. The existing curb cut to MLK Jr. Avenue at the western edge of the Development Parcel must be closed and curb line and public realm restored. DDOT also encourages Respondents to provide cross access for vehicles between the Development Parcel and the DHCD driveway to Good Hope Road.

The Development Parcel currently has several existing Building Restriction Lines (“BRL”) along former S Street and existing 13<sup>th</sup> Street SE. The property line on the west side of 13<sup>th</sup> Street is angled and does not follow the current alignment of the street (due to the former freeway ramp that has been demolished). The selected Respondent will pursue an application with the Office of the Surveyor to remove the S Street BRLs and to fix the angled right-of-way line on 13<sup>th</sup> Street which may result in additional developable land. DDOT is open to further conversations on whether to remove the BRL on the west side of 13<sup>th</sup> Street or extend it northward, so long as there is an adequate streetscape and pedestrian facilities.

Depending on the development program proposed and type of approval process the development goes through (i.e., Zoning Commission review), DDOT may require a Comprehensive Transportation Review (“CTR”) study to determine the impacts on the transportation network. Respondents should have a basic understanding of the projected number of trips by mode generated by the proposed development program during the RFP process.

DDOT is committed to robust Transportation Demand Management (“TDM”) that encourages non-automobile travel. Respondents should discuss any proposed TDM measures aimed at reducing single-occupant vehicle travel to and from the Development Parcel. It is expected that the final development will meet or exceed zoning requirements for all bicycle parking and locker/changing facilities. Information regarding TDM can be found in the [2019 Guidance for Comprehensive Transportation Review](#), on the [godCgo webpage](#), or by contacting [info@godcgo.com](mailto:info@godcgo.com).

## Public Space Framework

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DDOT, in partnership with the 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 non-permanent 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 streetlights or curb and gutters, and any building encroachments into the public right-of-way. Restoration of the public space is expected as part of the redevelopment of the Development Parcel.

Consistent with DDOT’s Vision Zero efforts and best practices for high quality public realm design, Respondents should incorporate the following items into the proposed streetscape design:

- Close the 2 existing curb cuts to Martin Luther King Jr. Avenue SE and the 2 curb cuts to Good Hope Road and restore the curb lines and public realm.
- All vehicle and truck access will be from 13<sup>th</sup> Street SE, ideally opposite Ridge Place or S Street. There will be no vehicular access (partial or full) to Martin Luther King Jr. Avenue or Good Hope Road.
- Restore the western curb line on 13<sup>th</sup> Street SE so that it is straight all the way down to the intersection with Good Hope Road and reduce the sweeping curb radii on the northeast corner of 13<sup>th</sup> Street at Good Hope Road.
- All sidewalks and curb ramps surrounding and within the Development Parcel must comply with the Americans with Disabilities Act (“ADA”). This includes installing all missing curb ramps and high visibility crosswalks at all intersections along 13<sup>th</sup> Street (including T intersections). Install curb extensions on the east side of 13<sup>th</sup> Street at each of the intersections where a row of on-street parking is planned.



- Sidewalks on Good Hope Road and MLK Jr. Avenue, should match the existing adjacent sidewalks in terms of materials and width. There will be a minimum of 8 feet pedestrian clear space on the west side of 13<sup>th</sup> Street, 10 feet on the north side of Good Hope Road, and 8 feet (if possible) on the east side of MLK Jr. Avenue.
- DDOT currently has a safety improvements project at the intersection of MLK Jr. Avenue and Good Hope Road. The selected Respondent will work with DDOT through the public space permitting to make necessary striping and geometric changes to the intersection, if not completed by others.
- Design of the building's first floor should contribute positively to the vibrancy and vitality of the pedestrian realm (i.e., no blank concrete walls set back from the street).
- Building entrances must be at-grade with the adjacent public sidewalk so no ramps or stairs are necessary in public space.
- Ensure there are no existing or future vaults in public space surrounding the Development Parcel. They must be located on private property and out of the sidewalk space.
- Preserve all existing street trees and install any missing treeboxes and trees in the 'furniture zone' on all public street-facing sides of the Development Parcel.
- Replace all existing cobra-head streetlights surrounding the Development Parcel with the Washington Globe-style light fixtures, consistent with newer streetlight installations in the area.
- Underground all existing telephone poles and electrical wires surrounding the Development Parcel, specifically on 13<sup>th</sup> Street SE, so they do not take up space in the streetscape.
- Fund and install two (2) 4-dock expansion plates to the existing 11-dock Capital Bikeshare in front of the DHCD Building on Good Hope Road. Ensure that the existing station is preserved and operational through construction of this project.
- DDOT encourages Respondents to incorporate public artwork and creativity into the public realm design concept. All non-standard items in the DDOT right-of-way will need to be approved by the Public Space Committee ("PSC") and commit to a covenant of maintenance.
- Coordinate with DDOT's Urban Forestry Division ("UFD") and the Ward 8 Arborist regarding the presence, preservation, or permitting of removal for any Heritage or Special trees on the property.

Respondents may refer to Chapters 11, 12A, and 24 of the District of Columbia Municipal Regulations ("DCMR"), DDOT's Design and Engineering Manual ("DEM"), and the Public Realm Design Manual for public space design guidance. For further information on DDOT's development review process and public space design, please contact Aaron Zimmerman in DDOT's Planning and Sustainability Division ("PSD") at 202.671.2356 or [aaron.zimmerman@dc.gov](mailto:aaron.zimmerman@dc.gov).

## Preferences and Evaluation

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Proposals will be evaluated for completeness, market feasibility, innovative ideas, strength of community benefits, and strength of financial response, among other factors.

**The District shall prioritize Proposals that meet or exceed the following criteria, organized by category but otherwise in no particular order:**

- I. Attainment of District Goals
  - i. Respond to the goals and objectives of the Comp Plan;
  - ii. Improve the quality of life for the surrounding neighborhood;
  - iii. Address stakeholder concerns and requirements;
  - iv. Address community preferences as initially identified in the "Community Preferences" subsection of the "District Policy Goals, Requirements, and Preferences" section above;
  - v. Maximize affordable housing, particularly family-sized units and home ownership opportunities;
  - vi. Any other additional goals identified throughout this RFP and any other District policy documents, including but not limited to those captured in the "Introduction" section above.
- II. Qualifications and Experience of Respondent
  - i. Demonstrate that Respondent, its member entities, and/or key personnel have successfully served in lead developer roles for completed projects of a similar scale and scope to the project proposed by Respondent;
  - ii. Provide evidence of sufficient organizational capability to ensure successful and timely delivery of the project;
- III. Economic Benefit to the District
  - i. A commitment to build to the highest density allowable on-site to maximize the development envelope. Respondent may consider matter-of-right development, pursuit of a map amendment, or—if applicable—a Planned Unit Development ("PUD");
  - ii. Maximize value to the District through land value proceeds (paid by Respondent to the District) and incremental property and sales taxes;

- iii. Maximize community benefits, including affordable housing and job creation and/or apprenticeship programs for District of Columbia residents, particularly for residents within 1-mile of the Development Parcel;
  - iv. Seek the least amount of subsidy (either through a reduction in fair market value or through other District or federal public financing tools) to fill anticipated financing and/or investment gaps in the project's capital structure;
  - v. Provide District and Ward 8 residents and businesses with opportunities to participate in the project; (Evidence of the inclusion of such businesses shall be in the form of written confirmation from such neighborhood-based businesses which shall include the scope and details of the said businesses' involvement in the project.)
- IV. Project Financial Feasibility and Respondent's Financial Capacity
- i. Demonstrate that Respondent possesses the financial resources, capacity, and ability to successfully close the transaction, and to execute the project requirements;
  - ii. Provide an estimated construction budget prepared by a third-party general contractor or cost estimator;
  - iii. Provide a realistic and achievable funding plan, including Sources and Uses (as defined in the "Section 8: Project Budget Sources and Uses" sub-section of the "Solicitation Process" section) and multi-year pro-forma development budgets (pre-development through 18 years post-stabilization);
  - iv. Provide a pro forma utilizing only non-competitive, by-right financing sources;
  - v. Demonstrate significant investments of "at risk" capital during the pre-development and development process;
  - vi. Exhibit a willingness to provide the District with a meaningful guarantee regarding payment and performance through final project completion.
- V. Development Vision
- i. If a Proposal includes a residential component, then maximize affordability (at a minimum, affordability levels must be compliant with the District's IZ and D.C. Official Code §10-801, as amended, affordable housing requirements). Residential development shall provide a mixture of unit types and sizes across multiple MFI (as defined in the "Affordable Housing" sub-section of the "Common Elements & Requirements" section) levels and affordable units must be comparable to market rate units;
  - ii. In addition to any proposed terms to satisfy the "Equitable Development Focus" section, promote social equity generally, including but not limited to, preferences for CBE's, District-based businesses, and/or businesses that hire District of Columbia residents;
  - iii. Promote a vibrant, walkable, and pedestrian-friendly neighborhood character, as demonstrated through a high level of streetscape design, including building features that directly link to the sidewalk level, and a high degree of visual continuity along street corridors;
  - iv. Complement the existing neighborhood and the commercial corridors;
  - v. Achieve architecture that is of the highest design qualities and standards, which further reflects the significance of the Development Parcel, complementing the neighborhood character while accommodating necessary uses;
  - vi. If appropriate, create strong retail activity on the Development Parcel that serves the neighborhood and broader areas, including retail space for local and emerging businesses;
  - vii. Provide a sustainable development that has minimal impact on the environment and achieves higher LEED certifications than required by DOEE as articulated in the "Sustainability and Green Building Requirements" section; and
  - viii. An appropriate amount of parking that reflects the Development Parcel's proximity to a Metrorail station and other transportation infrastructure. All project amenities, including any rental of parking spaces, shall be offered to affordable housing units on the same terms as offered to the market rate housing units.

# RFP Technical Section

- COMMON ELEMENTS & REQUIREMENTS..... - 2 -**
- EQUITABLE DEVELOPMENT FOCUS..... - 6 -**
- SOLICITATION PROCESS..... - 7 -**
- EVALUATION PROCESS..... - 13 -**
- TRANSACTION TERMS ..... - 14 -**
- RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS .... - 15 -**
- APPENDIX A | FORM OF ACKNOWLEDGEMENT ..... - 18 -**
- APPENDIX B | SAMPLE SCHEDULE OF PERFORMANCE ..... - 19 -**
- APPENDIX C | STATEMENT OF MINIMUM BUSINESS TERMS . - 20 -**
- APPENDIX D | FORM IRREVOCABLE LETTER OF CREDIT ..... - 23 -**
- APPENDIX E | PROJECT SUMMARY MATRIX ..... - 25 -**
- APPENDIX F | RESIDENTIAL MATRIX..... - 27 -**
- APPENDIX G | EQUITABLE INCLUSION PRIORITY FORM ..... - 28 -**

# COMMON ELEMENTS & REQUIREMENTS

## Respondent Responsibility to Applicable Laws

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It is the Respondent's sole and absolute responsibility to ensure its Proposal complies with all applicable District laws including, but not limited to:

- D.C. Official Code §10-801, as may be amended or restated ("§10-801"). The provisions of §10-801, as the title of the section indicates, address 'authorization; description of property; submission and approval of resolution; reacquisition rights; notice'.
- D.C. Official Code §2-1226.01 through § 2-1226.41, as may be amended or restated, together with any regulations promulgated thereunder (collectively, the "AWI Act"). The provisions of the AWI Act are applicable to development projects located within the Anacostia Waterfront Development Zone ("AWDZ").

All elements, requirements, and requests below are provided for guidance purposes only and are not intended to outline all District laws, regulations, and statutes that may be applicable to the Development Parcel, and the proposed development thereof. It is the Respondent's responsibility to determine which laws are applicable to the Development Parcel and Respondent's proposed development thereof, such as whether the Development Parcel is within and subject to the AWDZ, and ensure its Proposal complies with all applicable laws.

## Community & Stakeholder Outreach

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The success of any development project hinges on the inclusion and support of the local community. Respondents are strongly encouraged to work with the applicable ANC(s), local community groups, and area residents to understand how the community's goals can be met in Respondents' Proposals. All proposed building designs should be open and inviting and demonstrate architectural excellence to complement the character and architecture of the surrounding buildings, both existing and new. Proposals should consider and incorporate stakeholder and community preferences, to the extent feasible and practicable.

## Affordable Housing

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In the District's efforts to provide a greater number of affordable dwelling units (each an "ADU" and collectively "ADUs"), if a Respondent's proposed development plan includes a residential component, then Respondent's Proposal must include, at a minimum, the number of ADUs at Median Family Income ("MFI") levels that are required by the IZ provisions of the District of Columbia Zoning Regulations (11-C DCMR §1000 *et seq.*), §10-801, and, to the extent applicable, the AWI Act. For instance, under §10-801, Proposals that include multi-family residential units are required to reserve 30% of the units as affordable in perpetuity in the case of a fee simple proposal or for the term of the ground lease in the case of a ground lease proposal. The District requires that all proposed ADUs be income restricted by recording an affordable housing covenant ("ADU Covenant") on the Development Parcel in order to be considered ADUs.

Affordable rental and for sale units administered in accordance with an ADU Covenant will provide that any buildings containing residential units shall have a proportional distribution of unit types and sizes across multiple MFI levels, so that ADUs are not clustered in any portion (floor, section, or tier) of the development. 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 its Proposal, Respondent shall use the then-current Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule that is published by the D.C. Department of Housing and Community Development ("DHCD") at [dhcd.dc.gov](http://dhcd.dc.gov). The initial maximum purchase price or rent for an ADU to be constructed on the Development Parcel shall be the greater of: (a) the purchase price or rent set forth in the then-current Inclusionary Zoning Maximum Income, Rent, and Purchase Price Schedule on the date of the consummation of the transactions involving the conveyance of the Development Parcel ("Closing") to the selected Respondent or (b) the purchase price or rent set forth in the then-current Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule on the date the Development Parcel receives its final certificate of occupancy. All rent payments collected by the future project owner from the tenants or third parties on behalf of tenants may not exceed 30% of a household's income as further described in the then-current Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule (the "Maximum Allowable Rent"). The initial and maximum sales price for an ADU is calculated based on the assumptions included in the then-current Inclusionary Zoning

Maximum Income, Rent and Purchase Price Schedule (the “Maximum Purchase Price”). For more information, please contact Gene Bulmash with DHCD’s Inclusionary Zoning Program Manager at 202-442-7168 or [gene.bulmash@dc.gov](mailto:gene.bulmash@dc.gov).

Respondent should conduct its own research into sub-market residential for sale prices and rental rates to ensure its estimated ADU rents or purchase prices are well below market rates. If Respondent contemplates using a federal or local source of gap financing, such as Housing Production Trust Fund (“HPTF”) or Low Income Housing Tax Credits (“LIHTC”), Respondent should propose rents or purchase prices that are no more than the rents or prices applicable to the lowest income limit. HPTF program limits are published by DHCD at [dhcd.dc.gov](http://dhcd.dc.gov).

Respondent’s financing proposals should seek to cross-subsidize any ADUs proposed with income generated from other uses in the project, such as market rate units or commercial development. If Respondent’s Proposal has a financing gap due to the ADUs, Respondent shall conduct a residual land value analysis and reduce the land value as necessary to offset such gap. If a gap remains after reducing the land value to zero, Respondent shall demonstrate the negative land value.

If Respondent proposes more than the minimum amount of required ADUs or determines that the minimum ADU requirement is not financially feasible even after reducing the land value (and, therefore, reducing its proposed ground lease payments or purchase price, as applicable), Respondent may submit a financing plan that assumes: (a) 9% LIHTC financing from DHCD, (b) 4% LIHTC and Tax Exempt Bond financing from the D.C. Housing Finance Agency (“DCHFA”), or (c) HPTF. **Notwithstanding the forgoing, Respondent shall delineate in its Proposal the total number of ADUs proposed that is not reliant on competitive financing sources.**

DCHFA accepts applications for 4% LIHTC financing on a rolling basis, and the 4% LIHTC financing is a by-right program available to any project that meets the Threshold Eligibility Requirements of the District’s Qualified Allocation Plan (“QAP”), the most current version of which is available on [dhcd.dc.gov](http://dhcd.dc.gov). At a minimum, 20% of a project’s residential units and residential square footage must be reserved as affordable housing to qualify for 4% LIHTC financing. Accordingly, all Proposals that include a rental residential component, and meet the requirements of this RFP, will be eligible for 4% LIHTC financing. If Respondent proposes a rental residential component that requires gap financing, Respondent is strongly encouraged to utilize 4% LIHTC financing to reduce or eliminate the need for additional District subsidy.

DHCD accepts applications for HPTF and 9% LIHTC financing through competitive Consolidated Requests for Proposals (“DHCD Consolidated RFP”) at established intervals, approximately once every nine months. The DHCD Consolidated RFP is highly competitive (approximately 1 in 3 applications is selected for further underwriting); therefore, if Respondent assumes an award of HPTF or 9% LIHTC financing, Respondent should factor this uncertainty and timeline into its Proposal.

The amount of HPTF and 9% LIHTC financing available to a project is limited to the minimum amount necessary for the financial feasibility of the income eligible units. DHCD financing cannot be used to fund or offset a financing gap on uses that are not eligible for these sources of financing, such as workforce housing units at 81-120% of MFI, market rate units, or non-residential units. If Respondent intends to later apply for DHCD financing through the DHCD Consolidated RFP, Respondent must become familiar with the selection criteria and underwriting guidelines contained in the most recent DHCD Consolidated RFP, available on [dhcd.dc.gov](http://dhcd.dc.gov). Respondent’s Proposal must demonstrate a financing plan that will be competitive for DHCD funding and adheres to all applicable DHCD underwriting guidelines.

Additional competitive District resources for affordable housing, such as Local Rent Supplement Program (“LRSP”) operating subsidy from the D.C. Housing Authority (“DCHA”), case management supportive services funding from the Department of Human Services (“DHS”), and grant funding from the Department of Behavioral Health (“DBH”) are also made available through the DHCD Consolidated RFP.

Separate from the DHCD Consolidated RFP, DHCD occasionally makes available Community Development Block Grant (“CDBG”) funding for community facilities. The last Community Facilities RFP was released in 2016, and due to expected cuts to the federal budget, DHCD does not have immediate plans to make additional CDBG funds available for this purpose. If Respondent proposes a non-residential use, Respondent should not assume CDBG financing as part of its Proposal.

### Sustainability and Green Building Requirements

The Development Parcel shall be developed in compliance with the District’s Green Building Act of 2006, as amended, codified in D.C. Official Code §6-1451.01, *et seq.*, the AWI Act, to the extent applicable, and the storm water management regulations published

in [Chapter 5 of Title 21](#) of the DCMR and [Chapter 31 of Title 20](#) of the DCMR. Proposals shall be based on these regulations. Specific design criteria are stated in the Storm Water Guidebook which is available online at [doee.dc.gov/publication/stormwater-guidebook](https://doee.dc.gov/publication/stormwater-guidebook).

The Sustainable DC 2.0 Plan establishes goals and targets to ensure that the District of Columbia is the healthiest, greenest, most livable city for all District of Columbia residents. It encompasses 167 actions and 36 goals across 13 separate topics. The Sustainable DC 2.0 Plan is found at <https://sustainable.dc.gov/>. Respondent should review the Sustainable DC 2.0 Plan and highlight its qualifications and experience in developing sustainable projects, if any, in its Proposal.

Clean Energy DC is the District's energy and climate action plan. It identifies the actions that need to be taken between now and 2032 in the city's buildings, energy infrastructure, and transportation systems to meet the District's ambitious greenhouse gas ("GHG") reduction targets. Included in the list of 57 proposed actions is the adoption of net-zero energy construction codes by 2026 for all new construction. Respondent should review the plan at [doee.dc.gov/cleanenergydc](https://doee.dc.gov/cleanenergydc) and demonstrate how it has considered pursuing deep energy efficiency or net-zero energy performance in its Proposal.

Climate Ready DC is the District's strategy for making the city more resilient to climate change. It recommends adaptation strategies across four sectors: transportation & utilities, buildings & development, neighborhoods & communities, and governance & implementation. Buildings across the city are at risk from climate related hazards such as flooding, extreme weather, and heat. Respondent should review the Climate Ready DC plan at [doee.dc.gov/climateready](https://doee.dc.gov/climateready) and demonstrate how it has evaluated the risks that climate change may pose to its project and designed its Proposal to mitigate those risks.

To meet the requirements of the Green Building Act of 2006, the project shall be developed to LEED Silver or above. The LEED Silver standard is substantially similar to the Enterprise Green Communities standard.

In addition to the Green Building Act of 2006, Respondent is encouraged to demonstrate that it incorporates solar photovoltaics in its project and maximizes its rooftop generation potential to the extent allowable by District codes and regulations. Respondent is also encouraged to consider coupling battery storage with solar photovoltaics to provide resilient backup power to the project. Any future Solar Renewable Energy Certificate ("SREC") income streams should be included as a revenue source in the project budget.

Existing laws and regulations, including the Green Building Act of 2006, the DC Green Construction and Energy Conservation Codes, and the updated stormwater regulations, among others, provide a strong foundation for the broader sustainability goals of the District. However, to achieve the targets set forth in the Sustainable DC Plan, the District plans to lead by example and will give special consideration for projects that exceed the basic legal requirements and strive to achieve deeper levels of energy efficiency, greenhouse gas emissions reductions, and climate resilience.

Therefore, Respondent is encouraged to exhibit a commitment to environmental performance beyond the requirements set forth in existing laws and regulations, including commitments to LEED certification at the Platinum level or to an equivalent or higher alternative independent measure of sustainability, such as:

- designing to be net zero energy "ready" (deep energy efficiency with energy use intensities below 30 kBtu/square foot/year);
- achieve net positive energy (either produced on-site and/or from the purchase of power from newly installed renewable energy in the region);
- zero waste (meaning above 90% diversion of waste both during construction and operation);
- retain stormwater volume for the 1.7-inch rain event, and collect and reuse rainwater and greywater on-site; and/or
- design and construct the project to achieve either full or partial certification under the International Living Future Institute's Living Building Challenge program.

There are strong financial incentives available in the District for deep energy efficiency, stormwater management, and renewable energy. These incentives include: DC Sustainable Energy Utility, RiverSmart Communities, RiverSmart Rewards, RiverSmart Rooftops, and Stormwater Retention Credits. For more information, contact Casey Studhalter with the Department of Energy and Environment's Urban Sustainability Administration at 202-535-2460 or [casey.studhalter@dc.gov](mailto:casey.studhalter@dc.gov).

In addition to available incentives, financing for sustainability projects is available through DC Green Bank financing options including: DC PACE (Property Assessed Clean Energy), CLEER (Commercial Loan for Energy Efficiency and Renewable Energy), pre-development loans, and direct fund projects. The team at DC Green Bank continues to explore additional financing products, please email [info@dcbank.org](mailto:info@dcbank.org) for more information.

## First Source

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Pursuant to D.C. Official Code §10-801(b)(7), 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, Mayor's Order 83-265, and, to the extent applicable, the AWI Act, one of the primary goals of the District is the creation of job opportunities for District of Columbia residents. Accordingly, Respondent selected by the District to negotiate a disposition agreement shall, prior to execution of a disposition agreement, enter into a First Source Employment Agreement ("First Source Agreement") with the Department of Employment Services ("DOES"). Collective bargaining agreements shall not be a basis for the waiver of these requirements. Respondent must complete the Form of Acknowledgement attached as Appendix A.

Please contact DOES to obtain a copy of the First Source Agreement. For more information on the District's DOES apprenticeship program, please visit the following website: [does.dc.gov/service/apprenticeships](https://does.dc.gov/service/apprenticeships). For more information, please contact Terry Kenner with DOES at 202-698-5849 or [terry.kenner2@dc.gov](mailto:terry.kenner2@dc.gov).

## Certified Business Enterprises

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The selected Respondent shall, if the District and selected Respondent shall successfully negotiate a disposition agreement, 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. (as amended, the "CBE Act"), including entering into a CBE Agreement with the District prior to execution of a disposition agreement. Pursuant to D.C. Official Code §10-801(b)(6), the CBE Act, and, to the extent applicable, the AWI Act, Respondent shall subcontract to Small Business Enterprises ("SBEs"). The District's Department of Small and Local Business Development ("DSLBD") determines which entities qualify as SBEs, Certified Business Enterprises ("CBEs"), Small Investors, Disadvantaged Investors, and Certified Equity Participants pursuant to the CBE Act. Respondent is encouraged to exceed the District's SBE/CBE subcontracting and participation requirements. Respondents must sign, and submit with their Proposals, the Form of Acknowledgement attached as Appendix A.

## Davis Bacon

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To the extent applicable, the selected Respondent 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. It shall be Respondent's responsibility to determine if the Davis-Bacon Act is applicable to its project.

## Hotel Uses

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If Respondent's Proposal contemplates a hotel use, then Respondent shall be required to enter into a written agreement between Respondent and any labor organization that seeks to represent employees involved in hotel operations at the Development Parcel as a part of its Proposal, which agreement shall contain, 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 Respondent's operations or the project ("Labor Peace Agreement") as required under Hotel Development Projects Labor Peace Agreement Act of 2002, D.C. Official Code §32-851, et seq. The requirement above shall be included in any Proposal by Respondent that pertains to hotel operations at the Development Parcel.

## Minimum Ground Lease Terms

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Conveyance of the Development Parcel shall be via a ground lease of not less than 15 years; a fee simple conveyance shall only be considered for that portion of the Development Parcel for which a Respondent offers for sale residential units.

A ground lease with a term in excess of 15 years (inclusive of options) shall require authorization of the Council of the District of Columbia ("Council") in accordance with §10-801 prior to the District's execution or contractual obligation to enter into the ground lease with the selected Respondent. Respondent should be aware that the Mayor's request for Council authorization must be accompanied by an appraisal, the economic factors considered, and a justification for the financial terms negotiated in the ground lease.

The selected Respondent shall be solely responsible for any and all costs of redevelopment, remediation, and future operation of the Development Parcel. The selected Respondent, upon Closing, shall be solely responsible for the payment of all utilities, assessments, and taxes relating to the Development Parcel, including, if applicable, possessory interest tax assessed under D.C. Official Code §47-1005.01. DMPED shall not provide any public subsidy to fill any funding gaps or shortfalls.

# EQUITABLE DEVELOPMENT FOCUS

## Equitable Development

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Mayor Bowser has charged her entire administration with ensuring every Washingtonian gets a fair shot. The Mayor recognizes that the District is a powerful tool for investing in the economic vitality of residents and neighborhoods. As the District of Columbia continues to grow and change, the District's investments and decisions will continue to play an important role in shaping the future of our city and providing opportunity to those who have historically been locked out of prosperity. Building the District of Columbia into a more inclusive and equitable city will not happen by chance, it will be the result of intentional decisions that are designed to overcome long-standing inequities, that reflect our shared DC values, and that provide Washingtonians across all eight wards every opportunity to rise.

In the interest of advancing access to opportunities to manage meaningful development activities, DMPED has designated this project as an instance to serve the dual purpose of promoting economic activity and facilitating equitable access to the opportunities afforded by development projects. Equitable access to meaningful opportunities for development, project management, and delivery is a critical pathway towards ensuring that the city's growth reflects diverse needs and equitably benefits residents.

The District intends to take deliberate steps to assist small, local, and disadvantaged businesses and people to, not just participate in larger opportunities but, build the capacity necessary to lead and manage those opportunities in the future.

## Equitable Inclusion Priority

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In the District's efforts to advance equitable access to opportunities to manage meaningful development activities ("Equitable Inclusion Priority"), DMPED will prioritize Proposals that maximize, by leadership and/or inclusion, individuals who are either:

- Black Americans;
- Hispanic Americans;
- Members of other groups for which a rebuttable presumption exists that the individuals are socially disadvantaged (13 C.F.R. §124.103(b)(1)); or
- Socially disadvantaged as established by a preponderance of the evidence (13 C.F.R. §124.103(c))

Further, DMPED will prioritize Proposals that maximize, by percentage of ownership and control, entities that are either:

- Designated as Disadvantaged Business Enterprise ("DBE") and as Resident-owned Business ("ROB"); or
- Led by, or majority controlled by, individuals designated as socially disadvantaged under the Small Business Administration ("SBA") definition<sup>1</sup> as more specifically identified above

For RFPs with multiple parcels or components, the above prioritization can be met if the Proposal includes a parcel or component set aside, within the larger development plan, for a team satisfying the criteria above.

Respondents must complete the Equitable Inclusion Priority Form attached as Appendix G, which form shall be used to calculate Respondent team members' percentage of equity participation and reflect Respondent's total equity participation percentage.

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<sup>1</sup> 13 C.F.R. §124.103 - [https://www.ecfr.gov/cgi-bin/text-idx?SID=e1ec97fa9394bf2190b27e524d4d03a1&mc=true&node=se13.1.124\\_1103&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=e1ec97fa9394bf2190b27e524d4d03a1&mc=true&node=se13.1.124_1103&rgn=div8)



# SOLICITATION PROCESS

## RFP Submission Requirements

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

### **FORMAT**

All Proposals must meet the following format requirements:

- i. Proposals shall be formatted to fit 8.5” x 11” letter-size paper, with labeled separator pages between sections.
- ii. Proposals must respond to each RFP item in the order outlined below in the “Proposal Contents” sub-section. Each Proposal sub-section must be separated by a separator page labeled with the sub-section heading.
- iii. Proposals must not exceed a total of forty pages, excluding appendices.

### **PROPOSAL CONTENTS**

#### **Section 1: Transmittal Letter**

Respondent shall provide a separate transmittal letter with its Proposal. The transmittal letter shall not exceed two 8.5” x 11” pages. The transmittal letter shall highlight the following key components of Respondent’s Proposal:

- i. Articulate the vision for the Development Parcel, including identifying any proposed uses and tenant(s);
- ii. State how the District and surrounding neighborhood will benefit from the proposed project (i.e., economic impact, job creation, etc.);
- iii. Describe how the proposed project fits within the existing neighborhood fabric; and
- iv. Describe how the Proposal meets and incorporates the goals in the “Equitable Development Focus” section.

#### **Section 2: Respondent**

##### **Respondent Identities & Details**

Respondent shall provide an introduction for and description of each member of its team, including but not limited to, lead developer, CBE partner, tenant partner, financial/capital sources partner, design team partner, and any other team members Respondent identifies for consideration by the District.

Respondent shall identify the following key member entities:

Development Partners	Identify any and all development partners for the project. Identify (a) the decision-making individual for the entity and, if different, (b) the day-to-day lead individual who shall be available to respond to questions or requests for additional information. Describe in detail, with entity ownership and/or control details, how development partners meet and incorporate the goals in the “Equitable Development Focus” section.
CBE Partners	Identify all CBE partners for the project. Provide one of the following: (a) executed CBE partnership agreement, (b) executed CBE term sheet, (c) executed letter(s) of commitment by CBE partners, businesses and entities, or (d) any other firm commitments from the CBE partners.
Tenant Partners	If applicable, identify any proposed tenant(s) for the project.
Financial Partners/ Capital Sources	If applicable, identify any construction and permanent lenders, major investors, and key consultants, if any, included in the financing plan.
Design Team	If applicable, identify any architects, engineers, consultants, and any other design professionals.

For each entity identified above, Respondent shall provide the following information for the primary point-of-contact:

- i. First and last name
- ii. Title
- iii. Address

- iv. Telephone Number
- v. Email Address

Respondent is required to complete and submit with its Proposal the Equitable Inclusion Priority Form attached as Appendix G.

Finally, Respondent shall provide information that explains the overall management structure of Respondent, the relationship among Respondent team members, and the team members' respective roles and contributions to the project.

### **Section 3: Litigation and Liabilities**

#### **Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults**

Respondent shall provide a statement regarding any debarments, suspensions, bankruptcy, or loan defaults on real estate development projects and/or government contracts of any of Respondent members' entities or affiliates listed above in "Section 2: Respondent".

#### **Evidence Regarding Tax Liabilities**

Respondent shall provide a statement regarding any tax liabilities and other government impositions that are not current for any of Respondent members' entities or affiliates listed above in "Section 2: Respondent".

#### **Evidence Regarding Litigation**

Respondent shall provide a statement regarding any ongoing litigation, or knowledge of any potential or threatened litigation, in which the District is a party that relates to any Respondent members' entities or affiliates listed above in "Section 2: Respondent". If such litigation exists, Respondent shall provide the name and civil or criminal action number of such litigation and a description of the subject matter of such litigation. If potential or threatened litigation could exist, Respondent shall summarize the facts and actionable claims that could exist in such litigation. Should Respondent not make complete disclosures, Respondent shall be disqualified from this RFP.

### **Section 4: Organizational Documents**

#### **Organization Status**

Respondent shall provide the status and roles of Respondent member 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 of Columbia.

#### **Organizational Chart and Bios**

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

#### **Evidence Regarding Creation of Respondent**

Respondent, if not an individual, shall provide a copy of any written agreements or documents evidencing the creation of, or the intent to create, Respondent or the primary entities comprising Respondent; however, it is not necessary to have a project-specific legal entity formed in advance of submitting a Proposal. The principals, partners, or joint-venture partners who are part of Respondent must be eligible to transact business in the District of Columbia.

### **Section 5: Qualifications and Experience**

Respondent shall exhibit its ability to deliver an economically viable project by identifying three urban infill development projects comparable to the scale and program of Respondent's proposed project, with which Respondent or its key members 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. Names and contact information for Respondent 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. (as 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 financing structure of the project; if project is not yet complete, OR actual financing structure, if project is complete;
- x. If applicable, highlight experience in obtaining or exceeding LEED certifications, including use of strategies outlined in the "Sustainability and Green Building Requirements" sub-section of the "Common Elements & Requirements" section. Highlight expertise in the areas of energy efficiency, on-site clean energy generation, green roofs, and/or environmentally friendly technologies;
- xi. Illustrative materials that shall help the District evaluate the caliber, innovation, and relevant experience of the Respondent members; and
- xii. References (at least one per project), including names, mailing addresses, e-mail addresses, telephone numbers, and a letter authorizing each reference to respond to inquiries regarding the design, financing, development, disposition, or management of prior projects.

**Section 6: Project Concept**

Respondent shall identify and describe in detail the elements of its proposed development. Respondent must submit a development program along with a construction schedule. Respondent is encouraged to describe in detail how it believes the development program meets or exceeds the District's goals and objectives outlined in the "District Policy Goals, Requirements, and Preferences" section. Respondent shall include the following:

- i. A project narrative indicating the scope of work, scale and character of the project, proposed solutions to any potential obstacles to development discovered while researching title, and Respondent's due diligence investigations of the Development Parcel;
- ii. Respondent's zoning strategies for the project, including a detailed explanation and justification for any proposed zoning variance or PUD. If applicable, Respondent should provide a schedule that fully describes each step in the approval process necessary for entitlements assumed in the Proposal;
- iii. The estimated maximum gross on-site FAR above and below grade;
- iv. A visual representation of the proposed development and 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;
- v. The total number of residential units by unit mix, affordability, unit size, and the average net square footage for each unit type;
- vi. Evidence of market demand and rent/sales projections for each type of program use;
- vii. Gross square footage for all different types of program uses including all above and below grade parking. For retail space, include the total gross square footage, number of bays and intended type of retail tenant(s);
- viii. Parking and loading plans, including access points;
- ix. The project's transportation strategy, taking into account the Development Parcel's proximity to Metrorail stations, bus stops, and transportation corridors;
- x. Landscape plan showing the typical landscape materials planned to be used on the Development Parcel and in the public realm, including street furnishings, lighting, landscape, and streetscape elements;
- xi. A proposed project timeline for the design, construction, and occupancy periods, including any phasing of the development;
- xii. A proposed development schedule (see "Reservation of Rights & Miscellaneous Provisions" section) and related contingencies, if any, given DMPED's stated desire to deliver a quality project within the shortest amount of time;
- xiii. For proposed housing and/or commercial space, a management plan, including, but not limited to, the name of the management company, a company profile, and a description of services, and, for housing, the Respondent's or management company's experience in managing affordable housing; and
- xiv. Description of any proposed project or neighborhood related amenities.

***Respondent may submit more than one, but not more than two, project concepts and visions for the Development Parcel.***  
**Section 7: Affordable Housing (if applicable)**

Any Proposal that includes a development plan with a residential component shall include ADUs. The ADUs shall be constructed and rented and/or sold in accordance with an ADU Covenant. Market rate units 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, Respondent shall provide a description of the following:

- i. The project's impact on the District's affordable housing goals and economic development goals;
- ii. The integration of the ADUs within Respondent's proposed development plan;
- iii. The sales price or rent, as applicable, projections for each ADU unit type;
- iv. The number of ADUs, as well as the percentage of total residential units, by MFI and unit size type and the amount of square footage, as well as the percentage of total square footage in the project, devoted to ADUs; and
- v. Respondent's proposed strategy for the marketing, operating, and administering of ADUs in its project.

**Section 8: Project Budget Sources and Uses**

Respondent shall provide a balanced analysis of all sources and uses of funds ("Sources and Uses"). The Sources and Uses analysis shall include the following, at a minimum:

- i. Sources: A breakdown of all funds (including equity, debt, fundraised capital, non-District funding, etc.) to be obtained including predevelopment, construction, and permanent financing and the assumptions used to size them (including interest rates, amortization type, period and debt coverage ratio, LIHTC amounts and pricing, and all other relevant source information) for the payment of the uses in the project; and
- ii. Uses: A detailed project budget that breaks down all costs to be incurred to construct new improvements on the Development Parcel, including hard costs (including base building costs, contingencies, furniture, fixture, and equipment costs, etc.), softs costs (including architecture fees, engineering fees, professional service fees, development fees, etc.), historic rehabilitation costs, infrastructure construction costs (including wet and dry utility work), site remediation costs, demolition costs, and acquisition and financing costs.

**Section 9: Project Development and Operating Pro Forma**

To prove the economic viability of the construction and operation of the proposed project, Respondent shall provide a detailed, line-item, fully functional Microsoft Excel development and operating pro forma for all income-producing uses proposed to be operated out of the proposed improvements from pre-development through stabilization and for 18 years beyond the projected stabilization year. At a minimum, the Microsoft Excel pro forma shall include a summary sheet, a detailed development budget, and a cash flow sheet.

**The pro forma shall be inclusive of the following calculations: return on cost, return on equity (levered and unlevered); a detailed waterfall of profits to all capital accounts; internal rates of return; and any other project-specific return metrics. All assumptions used in the financial model shall be clearly stated.**

Respondent shall state and the pro forma shall reflect [fee developer language from BAFO]

**Respondent shall submit the detailed development and operating pro forma in a live Microsoft Excel version and shall provide all linked Microsoft Excel files, with all original formulas (i.e., no hard coding), and it shall have no hidden or locked sheets.**

**Section 10: Proposed Financing Strategy**

In determining economic feasibility, Respondent shall take into account all available sources of financing (e.g., LIHTC financing) or other private or federal assistance that may benefit the project. **DMPED shall not guarantee any public subsidy to fill any funding gaps or shortfalls, and Respondent shall be evaluated in part on the size of such funding gaps.** Respondent shall provide:

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

### **Section 11: Financial Capacity**

The District seeks to evaluate Respondent's ability and willingness to invest sponsor equity and self-fund project predevelopment costs. Therefore, Respondent shall include the following items:

- i. A description of the financial capacity of Respondent's members (including proposed tenants), 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 Development Parcel.

### **Section 12: Project Schedule**

Respondent shall identify and describe a timetable and milestones from Selection (as defined below) through project completion. Respondent is required to complete and submit with its Proposal a completed Schedule of Performance in the form attached as Appendix B.

### **Section 13: Statement of Minimum Business Terms**

Respondent shall complete the Statement of Minimum Business Terms (the "Term Sheet") attached as Appendix C and submit the completed Term Sheet as part of its Proposal. The Term Sheet shall serve as the basis for negotiations of a disposition agreement with the selected Respondent. **If Respondent would like to provide minimum terms in excess of the Term Sheet, Respondent shall attach to the Term Sheet all additional minimum terms.**

### **Section 14: Community & Stakeholder Outreach**

The District is committed to maximizing community benefits for its residents and expects Respondent to consider and incorporate stakeholder and community preferences into its Proposal, to the extent practicable. In view of this commitment, Respondent must present:

- i. A detailed description of Respondent's activities and strategies completed to date that demonstrate Respondent's efforts to work with the local community and stakeholders to ensure its meaningful involvement in the Proposal; and
- ii. A detailed description of Respondent's post-Selection approach and strategies to working with the local community and stakeholders to ensure its meaningful involvement in the development process.

### **Section 15: First Source, Certified Business Enterprises, and Local Hiring**

#### **First Source & Certified Business Enterprises**

Respondent shall complete the Form of Acknowledgement attached as Appendix A and submit the signed form as part of its Proposal. Please refer to the "Common Elements & Requirements" section for details regarding the First Source Agreement and the CBE Agreement that the selected Respondent shall enter into with the District prior to execution of a disposition agreement.

#### **Local Hiring & Opportunities**

Respondent is encouraged to incorporate in its Proposal the following:

- i. Employment and business opportunities for local residents and businesses. If included, Respondent shall submit detailed plans for apprenticeship programs that facilitate placing existing District of Columbia 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.; and
- ii. Opportunities for District of Columbia neighborhood-based businesses to participate in the project. If included, Respondent shall submit evidence of the inclusion of such businesses 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.

### **Section 16: Hotel Uses (if applicable)**

A Respondent whose Proposal contemplates a hotel use within the project shall enter into a Labor Peace Agreement as required under "Hotel Development Projects Labor Peace Agreement Act of 2002", D.C. Official Code §32-851, *et seq.* with any labor organization that seeks to represent employees involved in hotel operations at the Development Parcel and submit it as a part of its Proposal.

**Section 17: Proposal Summary for Distribution to the Community**

Respondent shall provide a summary of its Proposal that may be shared with the local community and stakeholders. The summary shall not exceed two 8.5x11 pages and shall include the following:

- i. Respondent members' introduction;
- ii. A visual representation of the proposed development; and
- iii. A description of the development program, including parking, retail, etc., and, if the Proposal includes housing, residential unit mix, ADU mix, and unit size.

**Section 18: Completed Matrix Appendices E and F**

Respondent shall complete and submit:

- i. Appendix E – Project summary matrix; and
- ii. Appendix F – Residential detail matrix.

Fillable Microsoft Word/Excel versions of Appendix E and F are available for download on the Project Website.

**Section 19: Economic and Public Benefits Analysis**

Respondent must provide a detailed, but concise, overall description as to how its Proposal shall benefit the economy of the District of Columbia. Respondent shall at a minimum provide the following (but not limited to):

- i. New real property taxes generated on an annual basis;
- ii. New construction period taxes generated based on construction schedule;
- iii. New sales taxes generated;
- iv. Estimate of new construction jobs created (including for District of Columbia residents);
- v. Estimate of new full-time and part-time jobs created (including for District of Columbia residents);
- vi. Description of opportunities for CBEs, including but not limited to CBE development participation by percentage of ownership, CBE contracting by dollar amount, and CBE retail opportunities;
- vii. Opportunity for food access; and
- viii. Any multiplier effects.

# EVALUATION PROCESS

## Selection Recommendation Panel

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A multi-agency selection recommendation panel ("Panel") may be established to review and evaluate the Proposals. If established, the composition of the Panel shall be determined by the District, in its sole discretion. DMPED and/or the Panel may consult with professional consultants, advisors, and/or other stakeholders for technical assistance. DMPED and/or the Panel shall evaluate each Proposal, taking into account the information provided in the Proposal and the best interests of the District.

## Selection & Notice

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Upon review of the Proposals, DMPED may, in its sole discretion, identify a short list of Respondents. DMPED 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 ("BAFO") submissions.

Following receipt of any additional information, if requested, DMPED may submit, in its sole and absolute discretion, one or more Proposals, as modified through any negotiations, to the Mayor as a recommendation. The Mayor, in her absolute discretion, may accept the recommendation. Upon acceptance by the Mayor of DMPED's recommendation, DMPED shall notify the selected Respondent(s) of Respondent's selection by the District to negotiate for the development of the Development Parcel ("Selection").

DMPED reserves the right, in its sole and absolute discretion, to reject any Proposal it deems incomplete or unresponsive to the submission requirements. If Respondent's Proposal is deemed incomplete or if Respondent is not selected, then DMPED shall return Respondent's Letter of Credit.

DMPED reserves the right to make the Selection on the basis of initial Proposals without discussions with Respondent. Accordingly, Respondents' initial Proposals should contain its 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 Respondents and solicit revised Proposals in order to make the Selection on the basis of such revised Proposals.

DMPED shall contact all Respondents to inform them of the results of the selection process.

## Post-Selection

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### Due Diligence

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

### Disposition Agreement & Approval

If the District and selected Respondent are unable to execute a disposition agreement within 120 days after the date of District's notification to Respondent of its Selection, the District, in its sole and absolute discretion, may terminate negotiations and select a different Respondent's Proposal; re-issue the RFP; issue a modified RFP; or take such other measures as the District deems reasonable, appropriate, and/or necessary.

The District, through DMPED, and the selected Respondent shall attempt to negotiate in good faith a disposition agreement which shall incorporate the requirements contained in this RFP, the Term Sheet, 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 shall recommend such Respondent and proposed business terms to the Mayor. If the Mayor agrees with DMPED's recommendation, then the Mayor shall submit the proposed transaction to Council for its approval of the disposition of the property in accordance with §10-801. **In accordance with §10-801, the District is not authorized to convey or lease for a period greater than fifteen years any real property unless and until authorized by Council.**

# TRANSACTION TERMS

## Site Condition

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### **As-Is Condition**

The Development Parcel 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**

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, or construction upon, or occupancy of, the Development Parcel.

### **Environmental Remediation**

The selected Respondent shall be responsible at its sole cost and liability for any environmental remediation that may be associated with removal or disturbance of existing conditions during due diligence performed by Respondent, or any other activity undertaken or performed by Respondent on the Development Parcel.

## Pre-development and Development Costs

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Respondent shall draw independent conclusions concerning conditions that may affect the methods or cost of development.

- **Respondent shall be solely responsible for all pre-development (including possible demolition of existing improvements, environmental remediation costs, and due diligence studies such as traffic, geotechnical, storm water management, historic preservation reviews, and other site preparations) and project development costs; and**
- Respondent shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time. **Respondent shall be required to utilize the Accelerated Plan Review Program, which streamlines and expedites plan reviews and the permitting processes. Respondent shall be responsible for all costs associated with utilizing the Accelerated Plan Review Program.** Information on the Accelerated Plan Review Program may be found at <https://dcra.dc.gov/accelerate>. For additional information regarding the Accelerated Plan Review Program please contact the Accelerated Plan Review team with the Buildings Department of the Department of Consumer and Regulatory Affairs (“DCRA”) by e-mail at [dcraacceleratedreview@dc.gov](mailto:dcraacceleratedreview@dc.gov).

**DMPED expects the selected Respondent to proceed immediately with predevelopment work upon execution of a right of entry agreement in order to meet the dates in the Schedule of Performance submitted as part of its Proposal.**

**ALL FUNDS EXPENDED BY RESPONDENT IN RESPONDING TO THIS RFP, AND IN PERFORMANCE OF DUE DILIGENCE AND PRE-DEVELOPMENT WORK DURING NEGOTIATION WITH THE DISTRICT SHALL BE AT ITS SOLE COST AND EXPENSE. UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE RESPONSIBLE FOR THE REIMBURSEMENT OF ANY SUCH COSTS EVEN IF THE PARTIES DO NOT EXECUTE A DISPOSITION AGREEMENT OR PROCEED TO CLOSING OR IF THE PROJECT IS NOT SUCCESSFULLY COMPLETED.**



# RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

## Reservation of Rights

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

- i. Cancel, withdraw, or modify the RFP prior to or after the response deadline for Proposals;
- ii. Modify or issue clarifications to the RFP prior to the Submission Due Date for Proposals;
- iii. Request submission of additional information from one, some, or all Respondents after review of one or more Proposals;
- iv. Request Respondent modify its Proposal or provide a BAFO for the District's review;
- v. Enter into negotiations with one or more Respondents based on Proposals submitted in response to the RFP;
- vi. Begin negotiations with a different Respondent in the event that a disposition agreement cannot be executed within the allotted period of time for negotiations with the prior selected Respondent;
- vii. Make and memorialize modifications to any Proposal during the course of negotiations between the District and Respondent;
- viii. Reject any Proposals it deems incomplete or unresponsive to the RFP requirements;
- ix. Reject all Proposals that are submitted;
- x. Terminate negotiations with a Respondent if such Respondent introduces comments or changes to a disposition agreement or any other documents the District and Respondent negotiate that are inconsistent with its previously submitted Proposal materials; and
- xi. Modify the deadline for Proposals or other actions and (a) reissue the original RFP, (b) issue a modified RFP, or (c) issue a new request for proposals, whether or not any Proposals have been received in response to the initial RFP.

## Conflicts of Interest

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### Disclosure

By responding to this RFP, Respondent is representing and warranting the following to the District:

- i. The compensation to be requested, offered, paid, or received in connection with this RFP has been developed and provided independently and without consultation, communication, or other interaction with any other Respondent or potential Respondent for the purpose of restricting competition related to this RFP or otherwise;
- ii. No person or entity currently or formerly employed by the District or retained by the District in connection with this RFP: (a) has provided any information to Respondent that was not also available to all Respondents; (b) is affiliated with or employed by Respondent or has any financial interest in Respondent; (c) has provided any assistance to Respondent in responding to the RFP; or (d) shall benefit financially if Respondent is selected in response to the RFP; and
- iii. Respondent has 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 Respondent has not taken any action to induce any District officer or employee to violate the rules of ethics governing the District and its employees. Respondent has 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; or (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

Respondent 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 Respondent or which may affect performance in response to the RFP in any way.

## Miscellaneous Provisions

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### **Notice of Modifications**

DMPED shall post on the Project Website any notices or information regarding cancellations, withdrawals, and modifications to this RFP (including modifications to the deadlines included herein). Respondent shall have an obligation to periodically check the Project Website for any such notices and information, and the District shall have no duty to provide direct notice to Respondent.

### **Change in Respondent's Information**

If, after a Respondent has submitted a Proposal to the District, information provided in such Proposal changes (e.g., deletion or modification to any of Respondent's team members or new financial information), Respondent must notify the District in writing and provide updated information in the same format for the appropriate section of the RFP. The District reserves the right to evaluate the modified Proposal, eliminate Respondent from further consideration, or take other action as the District may deem appropriate in its sole discretion. The District shall require similar notification and approval rights to any change in Respondent's Proposal or team following Selection.

### **Ownership and Use of Proposals**

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

### **Restricted Communications**

Upon release of this RFP and until Selection, Respondent shall not communicate with DMPED, its staff, or any other District staff about the RFP or matters related to the RFP, except as permitted under this RFP.

### **Selection Non-Binding**

The Selection by the District of a Respondent indicates only the District's intent to negotiate with a Respondent, and the Selection does not constitute a commitment by the District to execute a final agreement or contract with Respondent. **Respondent, therefore, agrees and acknowledges that it is 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**

Proposals 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 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 Proposal:

**"THIS PROPOSAL 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 Information, 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 shall generally endeavor not to disclose information designated by Respondent as Exempt Information, DMPED shall independently determine whether the information designated by Respondent 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, each Respondent agrees to hold the District, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this RFP or the Development Parcel.

**Other Limiting Conditions**

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**Withdrawal & Cancellation**

If, at any time after Selection, Respondent does not proceed with the project, then Respondent must notify the District in writing and provide reasons for its decision. The 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 executed disposition agreement, if any, or by law.

**Stand-Alone Project**

Respondent is prohibited from cross collateralizing and cross defaulting the Development Parcel, or any portion thereof, with any other assets. Moreover, Respondent is 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, which may be granted or withheld at the District's sole discretion. Any additional debt shall require prior written District approval, which may be granted or withheld at the District's sole discretion.

**Disclosure of Fees**

Respondent shall disclose all development management fees, general contracting fees, construction management fees, property management fees, and other fees that are paid to Respondent 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.

**Disclosure of Submissions**

Respondent shall provide the District with any and all financial and other submissions provided to prospective and actual lenders and equity providers related to the project.

**Disclosure of Final Development Costs**

Respondent shall provide the District with documentation evidencing the actual costs and fees incurred to develop the Development Parcel as a condition of receiving the certificate of final completion for the project from the District.

**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. Respondent, and its members, agents, and employees, are prohibited from: (a) making offers of employment, (b) conducting any negotiations for employment, (c) employing, or (d) entering into contracts of any sort, with current employees, consultants, or contractors of the District who are personally and substantially involved in any aspect of this RFP;
- ii. Respondent must disclose in its initial Proposal the names of any member, employee, or agent who were District employees, consultants, or contractors to the District within the three years prior to the publication of this RFP. On a continuing basis, Respondent shall 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 days of any such hire;
- iii. This provision shall apply to Respondent during the conduct of this competition, and shall 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 the District's sole and absolute discretion, in a Respondent's disqualification from consideration under this RFP, the rescission of a Respondent's Selection, and/or termination of any agreement between a Respondent and the District.

APPENDIX A | FORM OF ACKNOWLEDGEMENT

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

Respondent hereby acknowledges that, if selected by the District to negotiate a disposition agreement, Respondent shall, prior to execution of a disposition agreement, enter into a Certified Business Enterprise ("CBE") Agreement with the District's Department of Small and Local Business Development ("DSLBD"). Pursuant to §10-801, D.C. Code § 2-1226, as applicable, and D.C. Official Code §2-218.01 *et seq.*, the selected Respondent shall enter into an agreement that shall require 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, prior to execution of a disposition agreement, 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 Office of the Deputy Mayor for Planning and Economic Development upon request. LOIs shall include the following:

- i. The name and addresses of 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 shall be applied at all stages of the project.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Affiliation: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

**APPENDIX B | SAMPLE SCHEDULE OF PERFORMANCE**

**(To be completed and submitted with Proposal)**

<b>Milestone</b>	<b>Target Completion Date</b>	<b>Outside Completion Date</b>
Execution of Disposition Agreement (following Council surplus & disposition approval)	30 days after Council approval	60 days after Council approval
Submission of all entitlement application(s) (if applicable) to DMPED for review and approval		
Submission of Schematic Drawings (30% drawings) to DMPED for review and approval		
Submission of Design Development Plans (60% drawings) to DMPED for review and approval		
Submission of Construction Drawings (90% drawings) to DMPED for review and approval		
Submission of building permit application to DCRA		
Closing		two years after Council approval
Construction Commencement		
50% complete [Respondent to identify appropriate milestone reflective of 50% complete based on proposed development plan]		
Substantial Completion of Construction		
Final Completion of Construction		

**NOTE: the above Sample Schedule of Performance is not intended to be comprehensive. Selected Respondent understands that it will be required to submit a full Schedule of Performance consistent with the terms and provisions of the disposition agreement.**

**APPENDIX C | STATEMENT OF MINIMUM BUSINESS TERMS**

Disposition of the \_\_\_\_\_  
 \_\_\_\_\_(description)

<b>Lessor/Seller</b>	Government of the District of Columbia, acting by and through the Office of the Deputy Mayor for Planning and Economic Development (the “ <b>District</b> ”)
<b>Lessee/Purchaser/Developer</b>	Entity Name: _____ (“ <b>Developer</b> ”)
<b>Description of Real Property</b>	The parcel of land known for tax and assessment purposes as Lot(s) _____ in Square _____ (the “ <b>Development Parcel</b> ”).
<b>Disposition Structure</b>	The Development Parcel may be conveyed by the District to the Developer via a ground lease term of no less than 15 years under D.C. Official Code §10-801(b)(8)(C), <u>or</u> The Development Parcel may be conveyed by the District to the Developer in fee (via Quitclaim Deed) pursuant to D.C. Official Code §10-801(b)(8)(F).  Developer proposes the following Disposition Structure: _____
<b>Disposition Timeline</b>	The disposition timeline must be consistent with D.C. Official Code §10-801 and must occur within two years of the Council of the District of Columbia’s authorization of the disposition.
<b>Disposition Agreement Deposit</b>	Upon execution of a Land Disposition and Development Agreement (“ <b>LDDA</b> ”), Developer shall deliver to District a letter of credit in a form acceptable to the District in the amount of \$ _____ (the “ <b>Disposition Agreement Deposit</b> ”). The Disposition Agreement Deposit is not a payment on account of and shall not be credited against the purchase price or ground rent. Rather, the Disposition Agreement Deposit shall be held by District to be used as security to ensure Developer’s compliance with the LDDA and may be drawn on by District in accordance with the terms of the LDDA.
<b>Purchase Price (If fee simple acquisition)</b>	Developer shall pay to District \$ _____ for fee simple conveyance of the Development Parcel at closing.
<b>Annual Base Rent (If ground lease)</b>	Developer shall pay to District \$ _____ in annual base rent for a ground lease conveyance of the Development Parcel.
<b>Annual Base Rent Escalation</b>	Annual base rent shall increase by (i) _____% on the _____ anniversary of the commencement date (i.e., the closing date) and (ii) _____% every subsequent _____ anniversary of the initial rent escalation date during the term of the ground lease.
<b>Rent Payment Terms</b>	Rent payments shall commence at closing.
<b>Fair Market Value (FMV) Annual Ground Rent Recalculations</b>	Annual base rent shall be recalculated on every 10 <sup>th</sup> anniversary of the commencement date of the ground lease during the term of the ground lease. Each recalculation shall be based on the then-current fair market value of the Development Parcel, determined by appraisal, which shall be equal to the product of (i) 100% of the appraised value, determined as if the Development Parcel were (1) encumbered by the ground lease, (2) unimproved by any improvements, and (3) to be used for the actual uses in place (provided that such uses comply with the permitted uses under the ground lease), multiplied by (ii) _____ [enter a market rent factor]; provided that the annual base rent resulting from each recalculation shall not be greater than 120% or less than 100% of the preceding year’s annual base rent.

<p><b>Development and Operational Costs</b></p>	<p>The Developer shall be solely responsible for the costs of development 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, including, if applicable, possessory interest tax assessed under D.C. Official Code §47-1005.01.</p>
<p><b>Conditions of Closing</b></p>	<p>In addition to the other District standard conditions of Closing, the District's obligation to convey the Development Parcel via quitclaim deed, ground lease, or combination thereof is conditioned upon:</p> <ul style="list-style-type: none"> <li>• The District's approval of the Developer's design, budget, and project financing plan;</li> <li>• Developer obtaining financing and equity to fund 100% of the development;</li> <li>• Developer providing the District development and completion guaranties to the District's satisfaction;</li> <li>• Developer having received all necessary zoning approvals, or any zoning relief deemed necessary to accomplish the project; and</li> <li>• Developer having received all necessary permits (including the building permit) and other approvals required for commencing construction of the project.</li> </ul>
<p><b>Developer Financing</b></p>	<p>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 additional loan to Developer or grant any funds to Developer in connection with the financing of the project by Developer, and the District shall incur no liability whatsoever should Developer fail to obtain or close on financing for the Project.</p>
<p><b>Affordable Housing</b></p>	<p>In the event the Development Parcel is being developed to include a residential component, Developer shall comply with the requirements of the Inclusionary Zoning program, D.C. Official Code §10-801, and, if applicable, D.C. Official Code § 2-1226.02, and DMPED's Affordable Housing Covenant (the "<b>ADU Covenant</b>") shall be recorded on the Development Parcel at closing. Under §10-801, the term of affordability shall be in perpetuity in the case of a fee simple transfer or for the term of the ground lease in the case of a long-term ground lease transfer. Further, affordable units that are offered in addition to those required under the aforementioned laws shall also be subject to DMPED's ADU covenant for the same affordability term, unless additional minimum business terms are attached hereto.</p>
<p><b>Green Building Requirements</b></p>	<p>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> (2007 Supp.), DC's Stormwater Management Program stated in 21 DCMR, Chapter 5, and, if applicable, D.C. Official Code §2-1226.31 through §2-1226.41, and any regulations promulgated thereunder. In addition, Developer must submit with its building permit application a LEED checklist indicating that the improvements are designed to include sustainable design features such that the improvements meet the standards for certification as a LEED building at the appropriate LEED certification level per the requirements of the Green Building Act. Developer must also register the building with the U.S. Green Building Council, must construct the improvements in accordance with the building permit, and must use commercially reasonable efforts to obtain LEED certification at the appropriate LEED certification level pursuant to the requirements of the Green Building Act for the improvements once construction has been completed.</p> <p>Developer proposes to deliver a project with the following sustainability considerations/green building level (indicate whether 'designed to' or 'certified as'):</p> <p>_____</p>

<b>Design Review</b>	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.
<b>Post-Closing Requirements</b>	Developer shall be bound by the requirements of a Construction and Use Covenant, ADU Covenant, Guaranty, and Ground Lease and/or Quitclaim Deed (as applicable) to be attached to the LDDA.
<b>Disclosures</b>	The Developer shall irrevocably consent to provide the District with any and all financial and other submissions provided to prospective and actual lenders and equity providers related to the project and shall provide the District with documentation evidencing the actual total development costs incurred to develop the Development Parcel as a condition of receiving the certificate of final completion.

Respondent proposes additional minimum business terms: \_\_\_ (yes) or \_\_\_ (no). If yes, the attached additional minimum business terms are incorporated herein and made a part hereof.

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

RESPONDENT:

\_\_\_\_\_ (entity name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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. 20004  
 Attention: Deputy Mayor for Planning  
 and Economic Development

**Applicant**

[Name of developer]  
 [Address of developer]

AMOUNT:            \$[Letter of Credit amount]

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

PROJECT:           [Project Name]

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 [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 Letter of Credit. [Letter of Credit Number] and represents funds due and owing to the District of Columbia." Such statement shall be conclusive as to such matters and Issuer will accept such statement as binding and correct. Issuer shall have no right, duty, obligation or responsibility to evaluate the performance or nonperformance of any underlying agreement between Applicant and Beneficiary before performing under the terms of this Letter of Credit.

This Letter of Credit shall automatically renew for consecutive one year terms upon the anniversary of the expiry date (The "Anniversary Date") until a date that is five (5) years after the Date of Issue set forth above unless (i) earlier released by Beneficiary in writing or (ii) Issuer 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.

If a drawing made by Beneficiary under this Letter of Credit reaches the address provided on this Letter of Credit via courier (FEDEX or DHL) on or prior to 1:00 PM (Eastern Time) on a Business Day (as 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 of Credit [Letter of Credit number] 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 No. [Insert Letter of Credit Number].

Truly Yours,

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (printed)

APPENDIX E | PROJECT SUMMARY MATRIX

	Total NNN rent net Square Feet ("SF") (retail or other)
	Total Full Service ("FS") or modified FS rent net SF (commercial office)
	Total FS or modified FS rent net SF (institutional)
	Total gross floor area of project (exclusive of parking)
	Lot occupancy
	Total levels below grade parking
	Total parking spaces
	Total development cost of each parking space
	Total gross residential SF (please note if any residential is below ground)
	Total net residential SF
	Total project hard costs including construction contingency
	Total project soft costs including developer fee and all interest
	Total project development costs ("TDC")
	Total developer fee at closing (excluding deferred developer fee)
	Total deferred developer fee (if applicable)
	Discount rate to calculate net present value ("NPV") of deferred developer fee
	Total LIHTC equity (if applicable)
	Total LIHTC price and rate (if applicable)
	Total developer equity (sponsor equity)
	Total mezzanine equity (non-sponsor equity)
	Total construction loan
	Construction loan to equity ratio (i.e. 65/35, 60/40)
	Years to stabilization (construction start to end of lease/sale period)
	Annual stabilized cash flow available for debt service pre-tax ("NOI")
	Capitalization rate for residential (if applicable)
	Capitalization rate for commercial/office (if applicable)
	Capitalization rate for retail (if applicable)
	Capitalization rate for institutional (if applicable)
	Capitalization rate for hotel (if applicable)
	Minimum required debt service coverage ratio ("DSCR")
	Modeled DSCR
	Minimum required internal rate of return ("IRR")
	Modeled IRR
	Minimum required equity multiple
	Modeled equity multiple
	Total development costs per rental residential unit
	Total development costs per for sale residential unit
	Total development costs of the retail component only
	Total net retail SF
	Total development costs of the commercial office component only
	Total net commercial office SF
	Total development costs of the hotel component only
	Total hotel keys

	Total development costs of the institutional component only
	Total net institutional SF

APPENDIX F | RESIDENTIAL MATRIX

	Type of units (rental or for sale)
	Total project residential units
	Total market units
	Total ADU units <sup>2</sup>
	Studio @ market
	1BR @ market
	2BR @ market
	3BR @ market
	4BR @ market
	Studio @30% MFI
	1BR @30% MFI
	2BR @30% MFI
	3BR @30% MFI
	4BR @30% MFI
	Studio @50% MFI
	1BR @50% MFI
	2BR @50% MFI
	3BR @50% MFI
	4BR @50% MFI
	Studio @60% MFI
	1BR @60% MFI
	2BR @60% MFI
	3BR @60% MFI
	4BR @60% MFI
	Studio @80% MFI
	1BR @80% MFI
	2BR @80% MFI
	3BR @80% MFI
	4BR @80% MFI

<sup>2</sup> The District requires that all proposed ADUs be income and price restricted by recording an ADU Covenant on the Development Parcel at Closing in order to be considered ADUs in comparison calculations and analysis.

**APPENDIX G | EQUITABLE INCLUSION PRIORITY FORM**

Section 1. General Information	1. Development Parcel _____ 2. Respondent _____ 3. Does Respondent include one or more entities that meet the requirements as indicated in the "Equitable Inclusion Priority" sub-section of the "Equitable Development Focus" section of the RFP? <input type="checkbox"/> YES <input type="checkbox"/> NO
Complete Section 2 and the table below only if the answer to Section 1, #3 is YES.	
Section 2. Equitable Inclusion Priority Entity	4. Total Equity Participation Percentage to meet the Equitable Inclusion Priority ( <i>the sum of equity participation in the table below</i> ): _____  5. I certify that the entity or entities listed in the table below are designated as Disadvantaged Business Enterprise (DBE) and Resident-Owned Business (ROB) by the DC Department of Small and Local Business Development (DSLBD) or led by or majority controlled by individuals designated as socially disadvantaged in accordance with the requirements found under 13 C.F.R. §124.103. <input type="checkbox"/> YES <input type="checkbox"/> NO
Section 3. Declaration	I declare, certify, verify, attest, and state that this form and any supporting documents are true and correct to the best of my knowledge and belief. Pursuant to D.C. Official Code §22-2405, any person convicted of making false statements shall be fined not more than the amount set forth in <a href="#">§22-3571.01</a> or imprisoned for not more than 180 days, or both.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

<i>Equity Participation Percentage Table (instructions below)</i>							
ENTITY NAME	STREET ADDRESS	ZIP CODE	A. (Y OR N?)	B. (Y OR N?)	C. (Y OR N?)	D. (Y OR N?)	EQUITY PERCENTAGE (%)
<b>TOTAL EQUITY PARTICIPATION PERCENTAGE</b>							

*Equity Participation Percentage Table instructions:*

- If Respondent is comprised of one or more entities that meet the requirements for the Equitable Inclusion Priority, the Respondent should complete this table to identify each such entity.
- Answer "Yes" or "No" to all designations that apply to each entity
  - A. Black Americans
  - B. Hispanic Americans
  - C. Individuals who are members of other groups for which a rebuttable presumption exists that the individuals are socially disadvantaged (13 C.F.R. §124.103(b)(1))
  - D. Individuals who establish social disadvantage by a preponderance of the evidence (13 C.F.R. §124.103(c))
- Equity Percentage = The percentage of equity participation in the Proposal for each entity listed