

RFP TECHNICAL SECTION

TABLE OF CONTENTS

COMMON REQUIREMENTS	2
COMMUNICATION	6
EQUITABLE DEVELOPMENT FOCUS	7
SOLICITATION PROCESS.....	8
SELECTION PROCESS.....	16
TRANSACTION TERMS.....	18
RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS.....	19
 APPENDICES	
APPENDIX A: FORM OF ACKNOWLEDGEMENT.....	22
APPENDIX B: SAMPLE SCHEDULE OF PERFORMANCE.....	23
APPENDIX C: LETTER OF INTENT	24
APPENDIX D: FORM OF IRREVOCABLE LETTER OF CREDIT.....	28
APPENDIX E: PROJECT SUMMARY MATRIX.....	30
APPENDIX F: RESIDENTIAL MATRIX	35
APPENDIX G: SITE TOUR WAIVER, RELEASE, AND INDEMNIFICATION.....	37

COMMON REQUIREMENTS

Applicable Laws

It is Respondent's sole and absolute responsibility to ensure its Proposal complies with all applicable federal or District laws, statutes, ordinances, rules, and regulations ("Applicable Law") 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 Applicable Law relevant to the Development Parcel and the proposed development thereof. It is Respondent's responsibility to determine which laws, statutes, ordinances, rules, and regulations are applicable to the Development Parcel and Respondent's proposed development thereof and to capture the relevant requirements and associated cost of compliance in Respondent's Proposal.

Conveyance

The Development Parcel may be conveyed by the District to the selected Respondent via a ground lease under D.C. Official Code [§10-801\(b\)\(8\)\(C\)](#) or in fee simple (via quitclaim deed) pursuant to D.C. Official Code [§10-801\(b\)\(8\)\(F\)](#).

Conveyance of the Development Parcel shall be via a ground lease of not less than 15 years, with 99 years being the most typical ground lease term proposed. A fee simple conveyance shall only be considered for the Development Parcel if Respondent proposes for sale residential units. In the event Respondent proposes the Development Parcel be developed in separate components, each component shall be conveyed in accordance with the proposed development plan for such component.

A fee simple conveyance and a ground lease with a term in excess of 15 years (inclusive of options) both require authorization of the Council of the District of Columbia ("Council") in accordance with [§10-801](#) prior to the District's execution of the disposition agreement with Respondent. Respondent should be aware that the Mayor's request for Council authorization must be accompanied by an appraisal, a summary of the economic factors considered, and a justification for the financial terms negotiated.

Affordable Housing

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 required by [§10-801](#), the Inclusionary Zoning ("IZ") provisions of the District of Columbia Zoning Regulations ([11-C DCMR §1000](#), et seq.), 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 ADUs, with such ADUs maintaining their affordable status in perpetuity for any for-sale residential components of Respondent's Proposal and for the term of the ground lease in the case of any residential rental components of Respondent's Proposal. Proposals that include more than one multi-family residential building are required to reserve 30% of the units in each residential building as ADUs. The required MFI level and proportion of the 30% of units reserved at such MFI level are provided in [§10-801\(b-3\)\(2\)\(A\)](#) and (B) and the correlation between the descriptive terms used for household income levels and MFI levels are outlined in [§10-801\(n\)\(2\)-\(5\)](#). For clarity, the ADU requirements of [§10-801](#) exceed those of IZ, therefore, Respondent's Proposal will satisfy the IZ set-aside requirements provided it meets the requirements of [§10-801](#). In the event Respondent includes adjacent parcels of privately held land in its Proposal, the development of such parcels must satisfy the IZ requirements.

The District requires that all proposed ADUs be income restricted by recording an affordable housing covenant ("ADU Covenant") on the Development Parcel, which ADU Covenant will be on DMPED's then-standard ADU Covenant as of the anticipated closing on the conveyance of the Development Parcel ("Closing"). The ADU Covenant shall include terms requiring that (i) any buildings containing residential units shall have a proportional distribution of ADU types and sizes across multiple MFI levels and compared to the market rate housing units located in such building, such that ADUs are not clustered in any portion (floor, section, or tier) of a building; (ii) 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; and (iii) all ADUs shall be identical in size and finishes to the market rate housing units (except for any applicable upgrades/premium packages).

In its Proposal, Respondent shall use the then-current Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule (“Price Schedule”) that is published by the D.C. Department of Housing and Community Development (“DHCD”) on 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: (i) the purchase price or rent set forth in the then-current Price Schedule on the date of the consummation of the transactions involving Closing to the selected Respondent, or (ii) the purchase price or rent set forth in the then-current 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 the maximum rent described in the then-current Price Schedule. The initial and maximum sales price for an ADU is calculated based on the then-current Price Schedule. For more information, please contact Xzaquoinett Warrick, DHCD’s Interim Inclusionary Zoning Program Manager at 202-442-7161 or quoinett1.warrick@dc.gov.

Respondent’s financing strategy should seek to cross-subsidize any proposed ADUs with income generated from other proposed 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.

While specific affordable housing financing sources may not be assumed in Respondents’ Proposals, the following is provided for informational purposes only: D.C. Housing Finance Agency (“DCHFA”) accepts applications for 4% Low Income Housing Tax Credit (“LIHTC”) financing as further described on www.dchfa.org. The 4% LIHTC financing is a companion financing tool to the Multifamily Mortgage Revenue Bond Program (“MMRB”). If a project is approved by DCHFA for MMRB financing through the sale of tax-exempt private activity bonds and it meets the Threshold Eligibility Requirements of the District’s Qualified Allocation Plan (“QAP”), then it is also eligible to receive 4% LIHTC. The most current version of the QAP is available on dhcd.dc.gov. The QAP provides additional details on the minimum affordable unit set-aside requirements to qualify for 4% LIHTC financing. All Proposals that include a rental residential component, and meet the requirements of this RFP, are expected to be eligible for 4% LIHTC financing. Also, please review the current [2025 QAP](#) and the current [2026 Consolidated RFP](#) for guidance regarding the functionality and availability of DC State LIHTC. For more information, please contact DHCD’s Development Finance Division (“DFD”) at springdhcd2026.rfp@dc.gov.

DHCD accepts applications for 9% LIHTCs, DC State LIHTCs, Local Rent Supplement Program (“LRSP”) operating subsidy, and various federal funding sources, through the competitive Consolidated Requests for Proposals (“DHCD Consolidated RFP”) process. DHCD accepts applications for the Housing Production Trust Fund (“HPTF”) through the HPTF OpenRFP process. The amount of gap 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 ineligible uses, such as workforce housing units at 81-120% of MFI, market rate units, or non-residential space. If Respondent intends to later apply for DHCD financing, Respondent must become familiar with the selection criteria and underwriting guidelines contained in the QAP and most recent DHCD Consolidated RFP, both of which are available at [DHCD Solicitations](#) on the DHCD website. For more information, please contact DHCD’s Development Finance Division (“DFD”) at springdhcd2026.rfp@dc.gov (for questions regarding the current Consolidated RFP) or hptffunding.dhcd@dc.gov (for questions regarding the HPTF OpenRFP process).

Sustainability and Green Building

The Development Parcel shall be developed in compliance with, and Respondents’ Proposals must consider, all Applicable Law related to the environment, natural resources, and wildlife; hazardous materials; pollution; sustainability; and green building.

The [Green Building Act of 2006](#) (as amended, including but not limited to, the [Greener Government Building Amendment Act of 2022](#), D.C. Act 24-306), the [DC Green Construction and Energy Conservation Codes, air quality regulations, and the stormwater regulations](#), among other laws and regulations, provide a strong foundation for the District’s sustainability goals. However, to achieve the targets set forth in [Sustainable DC 2.0, Clean Energy DC](#) (as amended, including but not limited to, D.C. Act 24-528, Clean Energy DC Building Code Amendment Act of 2021), and [Climate Ready DC](#) plans, Respondents are encouraged to exceed the basic legal requirements and strive to achieve deeper levels of energy efficiency, greenhouse gas emissions reductions, and climate resilience. Respondents are encouraged to review these plans, include members on the development team with qualifications and experience in developing sustainable projects, and highlight qualifications and experience in developing sustainable projects, if any, in their Proposals. To minimize permitting delays, Respondents are strongly encouraged to retain the services of environmental consultants well versed in District regulations particularly in the areas of stormwater management, remediation, and energy codes.

Minimum Requirements

In addition to the applicable sustainability standards identified in the Green Building Act of 2006, the Project must achieve Enterprise Green Communities (“EGC”) certification at the “Plus” level (EGC+) for residential uses and LEED Gold or above for non-residential uses. For more information and guidance, please contact the [Department of Buildings](#).

Further, the Respondent shall demonstrate that its Project will be all-electric, maximizes renewable energy generation from rooftop photovoltaics, and adhere to the net-zero energy (NZE) standard defined in [Appendix Z of the 2017 District of Columbia Energy Conservation Code](#). Any provisions for back-up power generation shall meet applicable federal and District air quality regulations, including requirements to obtain applicable permits before construction; and the selected Respondent shall be required to document that battery electric storage systems were considered. Any future Solar Renewable Energy Certificate (SREC) income streams must be included as a revenue source in the development and operating pro forma required as part of any Proposal.

Regarding air quality, the selected Respondent must be prepared to obtain the proper air quality permits and follow all air quality regulations found at 20 DCMR Chapters 1 through 15. Respondents are encouraged to review these air quality regulations and direct questions to the DOEE Air Quality Division (AQD). For further detail see <https://doee.dc.gov/air>. Applicable regulations include, but are not limited to the following:

- Any development project that includes plans to install or operate stationary equipment that has the potential to emit air pollutants, including, but not limited to, boilers with heat input ratings greater than 5 million BTU/hr, stationary generators (any size, any fuel), paint booths, gasoline dispensing stations, concrete plants (portable or permanent), crushers/screeners, etc. will be subject to air quality permitting regulations pursuant to [20 DCMR §200](#) and potentially other requirements.
- Any development project that has the potential to emit dust or odors may be required to develop plans to mitigate these issues pursuant to [20 DCMR §§605 and 903](#), respectively.
- Engine idling must be limited pursuant to [20 DCMR §900](#).
- Other air quality requirements may apply depending upon the characteristics of a development project.

Respondents must consider other regulations requiring mandatory compliance including, but not limited to, [20 DCMR Chapter 31, regarding Flood Hazard Rules](#), [21 DCMR Chapters 5,18, 25-26](#) regarding water quality, and [20 DCMR Chapters 57, 61-62](#) regarding underground storage tanks.

Respondents should comply with Green Procurement requirements (D.C. Official Code § 2–361.01) by following the [Environmentally Preferable Products and Services \(EPPS\) Specifications](#) associated with the project.

Regarding Underground Storage Tanks (“UST”) / Leaking Underground Storage Tanks (“LUST”), the selected Respondent shall comply with District UST and LUST corrective action requirements according to the Underground Storage Tank Management Act of 1990, (D.C. Official Code [§8-113.01](#), et seq.), and the District of Columbia Underground Storage Tank Regulations, as set forth in Title 20 of the District of Columbia Municipal Regulations, Chapters 55-70 ([20 DCMR 55-70](#)). Environmental due diligence shall include identification of known and recognized potential for unknown or historic USTs and petroleum contamination onsite. The selected Respondent shall retain the services of an environmental consultant that is District certified and suitably trained and experienced, as it pertains to an investigation, installation, removal/closure, site assessments, and cleanup of UST-related contamination. Consult UST regulations, including [20 DCMR Chapters 57, 61-62](#), and DOEE UST Branch for additional details as costs vary greatly on a case-by-case basis, which may significantly impact project timeline and cost. For further detail see UST Weblink: <https://doee.dc.gov/service/underground-storage-tank-program>.

Exceeding Minimum Requirements

In light of the District's statutory commitment to carbon neutrality and climate resilience by 2045, Respondents that exhibit a commitment to environmental performance beyond the requirements enumerated herein and set forth in existing Applicable Law may receive additional consideration. Examples of such commitments include:

- Achieving LEED certification at the Platinum level;
- Coupling battery storage with on-site solar photovoltaics to provide resilient backup power and allow the project to save money or earn revenue through battery deployment;
- Achieving zero waste (meaning 80% or greater diversion of waste both during construction and operation, including composting);
- Retaining stormwater volume for a 1.7-inch rain event and collecting and reusing rainwater and greywater on-site;
- Conducting a life-cycle assessment (LCA) to measure the Project's embodied carbon and other non-operational impacts;
- Using low embodied carbon materials or existing and efficient materials, such as low embodied carbon concrete or environmentally preferable asphalt;
- Using zero-emission construction equipment;
- For commercial or multi-unit buildings with 3 or more off-street vehicle parking spaces, installing publicly accessible electric vehicle charging stations at 20% or more of the parking spaces.
- Incorporating adaptive design features that account for future climate conditions, including increased risks of flooding and extreme heat, as detailed in the Resilient Design Guidelines; for sites in the 500 year floodplain, build at least to two feet above flood elevation, or avoid floodplain areas for developed areas; and/or
- Designing to build away from wetlands and streams and not impact these sensitive environmental areas. Respondents should note that District regulations require developers first avoid and minimize impact to wetlands and streams; if impacts to those resources do occur, the required mitigation can be quite costly.

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](#) rebates, RiverSmart Rewards, and Stormwater Retention Credits. For more information, contact the Department of Energy and Environment's Urban Sustainability Administration at doeegreenbuilding@dc.gov.

In addition to available incentives, financing for sustainability projects is available through DC Green Bank 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 for more information.

First Source

Pursuant to [§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, the selected Respondent shall enter into a First Source Employment Agreement ("First Source Agreement") with the Department of Employment Services ("DOES") prior to DMPED's submission of the proposed disposition to Council. Collective bargaining agreements shall not be a basis for the waiver of these requirements. Respondent shall sign, and submit with its Proposal, the Form of Acknowledgement attached as Appendix A.

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

Certified Business Enterprises

Pursuant to [§10-801\(b\)\(6\)](#), the AWI Act, as applicable, and 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"), the District supports the development, economic growth, and retention of Washington, D.C.-based businesses. Accordingly, the selected Respondent shall enter into a Certified Business Enterprise Utilization and Participation Agreement ("CBE Agreement") with the Department of Small and Local Business Development ("DSLBD") prior to DMPED's submission of the proposed disposition to Council. The CBE Agreement shall require Respondent to, at a minimum, contract with certain categories of Certified Business Enterprises (each a "CBE", collectively "CBEs") for at least 35% of the contract dollar volume of the Project and shall require at least 20% sponsor equity by certain categories of

CBEs or certified equity participants. Respondent is encouraged to exceed the District's CBE subcontracting and participation requirements. Respondent shall sign, and submit with its Proposal, the Form of Acknowledgement attached as Appendix A.

Please contact DSLBD to obtain a copy of the Certified Business Enterprise Utilization and Participation Agreement. For more information on CBE certification, please contact Melissa A. Resil, Business Certification Manager with DSLBD's CBE Certification Division at 202-741-8683 or melissa.resil@dc.gov.

Davis Bacon

It shall be Respondent's responsibility to determine if the Davis-Bacon Act is applicable to its Project. 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.

Hotel Uses

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 and submit the executed agreement 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.

COMMUNICATION

Communication with District

Upon release of this RFP and until Selection (as defined in the "Selection & Notice" sub-section of the "Selection Process" section), Respondent shall not communicate with DMPED, its staff, or any other District staff about the RFP or matters related to the RFP, except as follows:

Pre-Submission

As indicated in the "Where" sub-section of the "Logistics" section, Respondents are encouraged to attend the Site Tour; and Respondents are invited to pose questions about the RFP during the Pre-Response Question & Answer Period through the Q&A Portal. Responses to Respondent questions submitted through the Q&A Portal will be aggregated and posted on the Project Website by the Project Development Manager on a rolling basis prior to the Submission Due Date (as identified in the "When" sub-section of the "Logistics" section).

Respondent shall not direct inquiries to any other person within the District other than Project Development Manager except as allowed elsewhere in this RFP. For clarity, various sections and sub-sections of this RFP provide contact information for District staff to whom Respondents wishing to learn more about the topic addressed in such section or sub-section may direct inquiries. Respondents are encouraged to communicate with the provided point of contact to better understand the relevant topic and better capture its responsibilities and commitments in its Proposal.

Post-Submission

While Respondents are encouraged to engage with the Project Development Manager and other identified District staff points of contact prior to submission in developing their Proposals, to maintain the integrity and confidentiality of the RFP process, from the Submission Due Date and through Selection, Respondents shall only communicate with the Project Development Manager and not communicate with any other DMPED staff, or any other District staff about the RFP or matters related to the RFP; and any such communication shall be in writing.

Community & Stakeholder Engagement

Pre-Submission

The success of any development project is heavily reliant 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. Proposals must consider and incorporate stakeholder and community preferences, to the extent feasible and practicable.

Post-Submission

While Respondents are encouraged to engage with the community prior to submission in developing their Proposals, to maintain the integrity and confidentiality of the RFP process, from the Submission Due Date and through Selection, Respondents' communications are restricted as follows:

Respondent agrees not to communicate with any party outside of DMPED about its Proposal until after Selection. Respondents that violate this provision may be disqualified from consideration under this RFP at DMPED's sole discretion. Respondents may only have discussions about their Proposals as explicitly authorized by DMPED in writing or required under [§10-801](#) prior to Selection.

Pursuant to [§10-801\(b-2\)\(1\)](#), prior to Selection, DMPED will hold a public disposition hearing in the community to "obtain community comment and suggestions on the proposed use of the [Development Parcel]." Each Respondent may be required to prepare and deliver a presentation at such hearing, which presentation shall be limited to conveying the proposed development plan encompassed in Respondent's Proposal. For the avoidance of doubt, Respondent's presentation and any follow-on responses to questions asked by the community may not include any statements or information beyond that included in Respondent's Proposal.

SOLICITATION PROCESS

RFP Submission Requirements

The District shall determine, in its sole discretion, whether each Proposal received is complete and responsive to the RFP. The decision of the District is final and any determination on incompleteness and non-responsiveness shall be explained to the applicable Respondent(s) upon request. **Proposals that do not meet the following requirements may be deemed “incomplete” and/or “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.
- ii. Proposals must respond to each RFP item in the order outlined below in the “Proposal Contents” sub-section.
- iii. Each Proposal part must be separated by a separator page labeled with the part heading.
- iv. Proposals must not exceed a total of fifty-five pages, excluding labeled separator pages and appendices.

PROPOSAL CONTENTS

Part 1: Transmittal Letter

Respondent shall provide a separate transmittal letter with its Proposal. The transmittal letter shall not exceed two 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 community will benefit from the Project (i.e., economic impact, job creation, etc.);
- iii. Describe how the Project fits within the existing neighborhood fabric; and
- iv. Describe how the Proposal meets and incorporates the goals delineated in the “Equitable Development Focus” section.

Part 2: Respondent Identities & Details

Respondent shall provide an introduction for, and description of, each member of its team, which shall include a complete, detailed narrative clearly identifying each principal, partner, co-venturer, or known major subcontractor proposing to participate in Respondent. 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). In addition, Respondent shall provide the following information:

- i. Equity Participants: Describe the Respondent entity's
 - a. Equity allocation—Quantify equity ownership percentages with a capitalization table. Summarize each member's nonfinancial contributions to the Project, such as member’s expertise. Outline each member's share in the equity returns of the Project as well as anticipated fees for services to be provided. Summarize any related parties among members/investors in the Respondent entity.
 - b. Management structure—Summarize control and decision making within the Respondent entity. Identify the general partner(s)/managing member(s).
 - c. Member entity structure—Include the full legal entity name for each Respondent entity member; describe each entity structure, including whether it is a corporation, a non-profit or charitable institution, a partnership, a limited liability company, a business association, joint venture, or other. For each Respondent entity member, identify the decision-making individual for the entity and, if different, the day-to-day contact person available for requests of information.
 - d. Respondent entity creation—Respondent shall provide a copy of any written agreements or documents evidencing the creation of, or the intent to create, the Respondent entity; however, it is not necessary to have a project-specific legal entity formed in advance of submitting a Proposal.
 - e. Equitable inclusion—Describe in detail, with individual leadership and/or inclusion as well as entity ownership and/or control details, how development partners meet and incorporate the goals delineated in the “Equitable Development Focus” section. Provide a completed Equitable Inclusion Priority Form attached as Appendix G. In the event the project-specific entity is to be formed after submission of Respondent’s Proposal, such project-specific entity must satisfy the requirement of the Equitable Inclusion Priority and must remain consistent with the completed Equitable Inclusion Priority Form through completion of the Project.
- ii. Non-Equity Participants: Describe Respondent team members that are not part of the Respondent entity
 - a. Identify and describe the role of any contractors, consultants, or advisors.
 - b. For each entity, identify the decision-making individual for the entity and, if different, the day-to-day contact person available for requests of information.

- c. Identify each lender and/or debt provider anticipated for the Project, with a summary of anticipated loan terms.
- iii. CBE Partners: Identify all CBE partners and team members and certified equity participants for the Project and identify whether the entity is currently CBE certified or in the process of obtaining such certification. In addition, identify the basis for each CBE partner's or team member's qualification as a CBE or certified equity participant. Provide one of the following: (a) executed partnership agreement, (b) executed term sheet, (c) executed letter(s) of commitment, or (d) any other firm commitments from or with each CBE partner or certified equity participant entity.
- iv. Proposed Guarantor: Identify the entity(ies) and/or individual(s) that Respondent proposes to guaranty completion of the Project and provide information regarding such proposed guarantors' net worth and liquid assets that may be pledged to the Project. Such information shall include, but shall not be limited to, providing such proposed guarantor(s) most recent year's balance sheet reflecting and supporting any statements regarding net worth and liquid assets.
- v. Proposed Tenant: If applicable, identify any proposed tenant(s) for any commercial and/or retail space within the Project.
- vi. Design Team: 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:

- First and last name
- Title
- Address
- Telephone Number
- Email Address

For each entity identified above, Respondent shall provide the status of Respondent member entities, the jurisdiction under which they are organized and operating, and 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 to do business in the District of Columbia. The principals, partners, or joint-venture partners that are part of Respondent must be eligible to transact business in the District of Columbia.

Part 3: Litigation and Liabilities

Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults

Respondent shall provide a statement regarding any debarments, suspensions, bankruptcies, or loan defaults on real estate development projects or government contracts of any of Respondent members' entities or affiliates listed above in "Part 2: Respondent Identities & Details".

Evidence Regarding Tax Liabilities

Respondent shall provide a statement regarding any outstanding or pending tax liabilities and other government impositions that are in arrears for any of Respondent members' entities or affiliates listed above in "Part 2: Respondent Identities & Details".

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 "Part 2: Respondent Identities & Details". 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 consideration under this RFP.

Part 4: 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 development plan for the Project, with which Respondent or its member entities have had primary involvement. Respondent should include past projects that have a comparable 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" sub-section of the "Common 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, email addresses, telephone numbers, and a letter authorizing each reference to respond to inquiries regarding the design, financing, development, disposition, or management of prior projects.

Part 5: Project Concept

Respondent shall identify and describe in detail the elements of its proposed development. Respondent must submit a development plan, which must include a concept design and construction schedule. Consistent with AIA's description available on the Internet, "The primary goal for the concept design phase is to establish the vision for the project and test whether the team's project vision can be effectively implemented on the site within the project schedule and budget. The concept design deliverable will serve as the basis for all future phases." As such, the concept design deliverable included in Respondent's Proposal will become an exhibit to the disposition agreement and shall be the basis from which the Project's plans and specifications will be further elaborations. Respondent is encouraged to describe in detail how it believes the development plan 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 disclosed in this RFP or discovered while performing any preliminary 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, map amendment, 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, including a delineation of FAR by use;
- iv. A visual representation of the proposed development and schematic plans that convey design and material intent, including typical materials planned to be used. For each structure proposed, Respondent shall include a basement plan, ground floor plan, typical floor plan and roof plan, and elevations of front, side, and rear views. Such visual representation need not be elaborate or costly but must provide 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. A 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;
- vi. Evidence of market demand and rent/sales projections for each use contemplated in the development plan;
- vii. Gross square footage for all different uses proposed including all above and below grade parking;
- viii. For retail use, include the total gross square footage, number of bays, and intended type of retail tenant(s);
- ix. For a hotel use, include the number of keys, the level of service (i.e., full service, select service, or limited service), services available to the public, percentage of revenue anticipated from food and beverage, and the hotel operating brand; in addition, include as an appendix an executed 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;

- x. For residential use, include the total number of residential units, the unit mix which shall identify total unit count by unit type (i.e., studio, 1 bedroom, 2 bedroom, etc.), unit size (in square feet), and ADU MFI level or market rate, as applicable;
- xi. Parking and loading plans, including access points;
- xii. The transportation strategy, taking into account the Development Parcel's proximity to any Metrorail stations, bus stops, and transportation corridors;
- xiii. A proposed project timeline for the design, construction, and occupancy periods, including any phasing of the development;
- xiv. A proposed development schedule and related contingencies, if any, given DMPED's stated desire to deliver a quality project within the shortest amount of time;
- xv. For proposed residential and/or commercial use, a management plan, including, but not limited to, the name of the management company, a company profile, a description of services, and, for residential, Respondent's and the management company's experience in managing affordable housing; and
- xvi. Description of any proposed project or neighborhood related amenities.

Respondent may submit more than one, but not more than two, project concepts for the Development Parcel. If Respondent elects to submit two project concepts, each shall be submitted as a separate Proposal with all required Proposal contents of an RFP submission.

Part 6: Affordable Housing (if applicable)

Any Proposal with a development plan that includes a residential component shall include ADUs consistent with the requirements of §10-801, which requirements are highlighted in the "Affordable Housing sub-section of the "Common Requirements" section. The ADUs shall be constructed, rented and/or sold, and administered in accordance with an ADU Covenant. Any residential units targeting or restricted to senior citizens must conform to the same affordability standards applicable to other residential unit types. In addition to any proposed ADUs bound by an ADU Covenant, Respondent may propose additional affordable dwelling units that will be income restricted but not bound by an ADU Covenant ("Non-§10-801 Affordable Units").

Regarding the provision of ADUs and any Non-§10-801 Affordable Units, 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 integration of the Non-§10-801 Affordable Units within Respondent's proposed development plan;
- iv. Based on the Price Schedule (as defined in the "Affordable Housing" sub-section of the "Common Requirements" section), the sales price or rent, as applicable, projections for each ADU unit type;
- v. The number of ADUs, the percentage of total residential units devoted to ADUs by MFI level and unit type, as well as the total number of square feet and the percentage of total residential square footage in the Project devoted to ADUs;
- vi. The number of Non-§10-801 Affordable Units, the term of affordability, the percentage of total residential units devoted to Non-§10-801 Affordable Units by MFI level and unit type, as well as the total number of square feet and the percentage of total residential square footage in the Project devoted to Non-§10-801 Affordable Units;
- vii. The proposed strategy for the marketing, operating, and administering of ADUs in the Project;
- viii. The proposed strategy for the certifying, marketing, operating, and administering of Non-§10-801 Affordable Units in the Project;
- ix. A delineation of the total number of ADUs proposed that is not reliant on affordable housing subsidies, including identifying ADUs that are proposed to be cross-subsidized with income generated from other proposed uses in the Project as required in the "Affordable Housing" sub-section of the "Common Requirements" section; and
- x. A delineation of the total number of Non-§10-801 Affordable Units proposed that is not reliant on affordable housing subsidies, including identifying ADUs that are proposed to be cross-subsidized with income generated from other proposed uses in the Project as required in the "Affordable Housing" sub-section of the "Common Requirements" section.

Part 7: 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—inclusive of predevelopment, construction, and permanent financing and the assumptions used to size them (which assumptions must contemplate interest rates, amortization type, period and debt coverage ratio, and all other relevant source information)—for the payment of the uses in the Project. If Respondent identifies a negative sum in performing a residual land value analysis, Respondent will include a line item for gap funding in the source of funds. In no event shall Respondent identify any specific direct or indirect public subsidy as a source of funds, including, but not limited to, competitive or non-competitive federal or District funding programs, TIFs (tax increment financing), PILOTs (payment in lieu of taxes), or tax abatements; and

- ii. Uses: A detailed project budget that breaks down all costs to be incurred in acquiring the Development Parcel and constructing new improvements (and/or rehabilitating existing improvements, as applicable) on the Development Parcel, including hard costs (such as base building costs, contingencies, furniture, fixture, and equipment costs, etc.), softs costs (such as architecture fees, engineering fees, professional service fees, development fees, etc.), historic rehabilitation costs, infrastructure construction costs (such as wet and dry utility work), remediation costs, demolition costs, and acquisition and financing costs.

DMPED shall not guarantee any public subsidy to fill any funding gap identified in the project budget sources and uses, and Respondent shall be evaluated in part on the size of such funding gap.

Part 8: Project Development and Operating Pro Forma

To prove the economic viability of the construction and operation of the Project, Respondent shall provide a detailed 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 assuming rental uses or until the final unit sale assuming for-sale uses. At a minimum, the Microsoft Excel pro forma shall include a summary sheet, a detailed development budget, and a cash flow sheet. **Respondent shall submit the detailed development and operating pro forma in a fully functional, 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.**

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, Respondent's investment strategy, which may be *either*

- i. an 'investment based' financial model, which assumes the Project generates a sufficient return on investment to attract private equity investors and Respondent participates in the Project returns; in an investment based financial model, Respondent is incentivized by the return on investment, not by the nominal developer fee; **or**
- ii. a 'fee based' financial model, which assumes there is a financial gap created by public benefits filled through public subsidies, and, therefore, the Project does not generate a sufficient, if any, internal rate of return or profit to attract private equity investors; in a fee based financial model, Respondent is incentivized only by capture of a reasonable developer fee rather than its ability to participate in the cash-flow for a similarly sized market rate project.

Respondent shall provide a summary of how the chosen structure is reflected in the pro forma inclusive of detailing the specific return metrics, fees, and where such items are located within the pro forma. Respondent shall also identify the planned key equity exit point at which time the Respondent and/or its equity partnership plans to sell a majority stake of its equity in the Project.

Investment Based Financial Model

In the event Respondent assumes an 'investment based' financial model and, therefore, makes an associated assumption that there is a zero or positive residual land value, Respondent shall state its land value offer to the District. The land value payment may not be a deferred payment of any type inclusive of a cash-flow payment concept. The land value offer shall be a payment that will be made at the time of Closing with no option for deferral. For a ground lease structure with annual payments, Respondent shall calculate the net present value of the annual ground lease rent with a 6% discount rate to demonstrate the value as if paid in full at the time of Closing.

Fee Based Financial Model

In the event Respondent assumes a 'fee based' financial model and, therefore, makes an associated assumption that there is a negative residual land value, Respondent shall provide the calculations for the residual land value for each discrete component of the proposed development and add such calculations together to produce a total net residual land value, even if the resulting discrete and/or summary residual land value is negative. Respondent shall provide the residual land value calculations in a separate fully functional, live Microsoft Excel worksheet and include the residual land value calculation for each discrete development component of the proposed development and the resulting summary residual land value of the Project. The residual land value calculation should show, at a minimum, the following assumptions for each discrete development component:

- i. The gross income;
- ii. The vacancy rate;
- iii. The expenses;
- iv. The resulting net operating income ("NOI");
- v. The capitalization rate ("Cap Rate");
- vi. The resulting value as calculated using NOI divided by Cap Rate;

- vii. The above grade hard costs;
- viii. The below grade hard costs exclusive of parking;
- ix. The parking costs;
- x. The soft costs; and
- xi. The delta between resulting value and total costs.

In addition, for any residual land value that is negative, identify in narrative form the factors that contribute to the negative land value.

Respondent shall provide a summary of all proposed developer fees for each discrete development component inclusive of identifying (i) which costs of the discrete development component are subject to the developer fee, (ii) the percentage basis for calculating the developer fee, (iii) any fixed developer fee amounts, (iv) any deferred developer fee amounts, and (v) the total developer fee as a financial amount and as a percentage of the total costs of the discrete development component. Respondent shall also provide an account of when developer fees will be paid and the terms of such payments (e.g., milestones that must be accomplished, etc.).

Respondent's development and operating pro forma must clearly identify all fees that are to be paid to Respondent or affiliated parties during the life of the Project as required by the "Disclosure of Fees" paragraph in the "Other Limiting Conditions" sub-section in the "Reservation of Rights & Miscellaneous Provisions" section.

As stated in the "Sustainability and Green Building" sub-section of the "Common Requirements" section, any future Solar Renewable Energy Certificate income streams should be included as a revenue source in the development and operating pro forma. In addition, any other financial incentives for deep energy efficiency, stormwater management, and renewable energy of which Respondent anticipates taking advantage should be included in the development and operating pro forma.

Part 9: Proposed Financing Strategy

Respondent shall identify its proposed method for funding each discrete development component identified in the project development and operating pro forma.

Respondent shall provide:

- i. Respondent's sponsor 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. If Respondent proposes a 'fee based' financial model in "Part 9: Project Development and Operating Pro Forma", a description, in narrative and/or table form, of the type of public financing subsidy(ies) for which Respondent anticipates applying to fill the Project financial gap inclusive of the timeline for such application(s) and the amount of funds by each source required. The subsidy(ies) identified shall not exceed the financial gap of the identified negative residual land value;
- iv. To ensure value is being maximized for the District as increased supportable debt results in greater land value to the District, a narrative rationale of the debt-to-equity ratio selected for the Project, comparing its modeled debt-to-equity ratio to market benchmarks for projects that are inclusive of public benefits. Respondent shall demonstrate the Project is maximizing leverage of commercial debt. Respondent shall consider that the debt-to-equity ratio in projects which include public benefits are anticipated to have a minimum 60% supportable debt to 40% equity ratio;
- v. If a mixed-use development is proposed which includes a residential use, and as required by the "Affordable Housing" subsection of the "Common Requirements" section, describe how Respondent's financing strategy seeks to cross-subsidize any ADUs proposed with income generated from other proposed uses in the Project, such as market rate units or commercial development; and
- vi. Satisfactory evidence of Respondent's ability to secure project debt and equity, including letters-of-interest from prospective investors and/or lenders.

Part 10: Financial Capacity

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

- i. A description of the financial capacity of Respondent's members and proposed commercial/retail 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 each phase of the Project, specifically predevelopment, acquisition, and redevelopment of the Development Parcel.

Part 11: Project Schedule

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

If Respondent intends to construct the Project in phases, such phasing plan must be included in Respondent's timetable and milestones and such phasing plan must be represented in the Schedule of Performance submitted in its Proposal, including the commencement and completion of each phase.

Part 12: Letter of Intent

Respondent shall complete the letter of intent (the "LOI") attached as Appendix C and submit the completed LOI as part of its Proposal. The LOI shall be relied on to establish the business terms included in the disposition agreement with the selected Respondent. **If Respondent would like to provide minimum terms in excess of the LOI, Respondent shall attach to the LOI all additional minimum terms.**

Part 13: 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 their meaningful involvement in the Proposal;
- ii. A detailed description of how Respondent's Proposal is responsive to the local community and stakeholders' input generated from Respondent's efforts to work with the local community and stakeholders; and
- iii. A detailed description of Respondent's post-Selection approach and strategies to working with the local community and stakeholders to ensure their meaningful involvement in the development process.

Part 14: Sustainability and Green Building

The District is committed to achieving the targets set forth in the Sustainable DC 2.0, Clean Energy DC, and Climate Ready DC plans. In view of this commitment, Respondent must highlight its qualifications and experience in developing sustainable projects, if any, in its Proposal. Further, Respondent is encouraged to exceed the basic legal requirements and strive to achieve deeper levels of energy efficiency, greenhouse gas emissions reductions, and climate resilience. Thus, Respondent must include a detailed description of how its Proposal meets or exceeds the District's sustainability goals. In addition, Respondent must include a LEED/EGC checklist indicating that the proposed improvements will achieve LEED/EGC certification at the appropriate LEED certification level per the requirements of the Green Building Act and/or Respondent's commitment to exceed such requirements.

Part 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. The "Common Requirements" section provides details regarding the First Source Agreement and the CBE Agreement that the selected Respondent shall enter into with DOES and DSLBD, respectively, prior to submission of the proposed disposition to Council for its authorization in accordance with §10-801.

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 said businesses' involvement in the Project.

Part 16: Proposal Summary

Respondent shall provide a summary of its Proposal, which shall not exceed two 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 plan, including parking, retail, etc., and, if the Proposal includes housing, a description of the residential unit mix, including unit type, unit size, and ADU mix.

Part 17: 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.

Part 18: Economic and Public Benefits Analysis

Respondent must provide a detailed, but concise, overall description of how its Proposal will benefit the economy of the District of Columbia. Respondent shall, at a minimum, provide the following for each component of the proposed development and for the Project in total:

- i. Estimate of new real property taxes generated on an annual basis at stabilization;
- ii. Estimate of new construction period taxes generated based on the construction schedule;
- iii. Estimate of new sales taxes generated at stabilization;
- iv. Estimate of new income taxes generated at stabilization;
- v. Estimate of new temporary jobs created, including construction jobs (including for District of Columbia residents);
- vi. Estimate of new permanent full-time and part-time jobs created (including for District of Columbia residents). Respondent shall provide an estimate of the number of permanent jobs directly created either using IMPLAN, another economic impact assessment software system, or similar methodology. If not using IMPLAN, provide documentation for the calculations or describe in detail the methodology used to create the estimate;
- vii. 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;
- viii. Opportunity for food access; and
- ix. Any multiplier effects.

Part 19: Disposition Hearing Presentation of Proposed Uses

Respondent must include a presentation of the proposed use(s) of the Development Parcel, which presentation will be used for the §10-801 required “public hearing to obtain community comment and suggestions on the proposed use of the property.” The presentation shall be no more than fifteen (15) pages and must include the following:

- i. A visual representation of the proposed development;
- ii. A summary of the proposed use(s);
- iii. An outline of community benefits proposed; and
- iv. An outline of how Respondent’s Proposal meets or exceeds the evaluation criteria identified in the “Preferences and Evaluation” sub-section of the “District Policy Goals, Requirements, and Preferences” section.

The presentation shall specifically **NOT** include any financial information or metrics, nor any type of financial data or any conclusion based on financial data. For example, the presentation may not include any assumptions regarding job creation, tax revenue, land value, or affordable housing financing sources and sums as well as any associated assumptions regarding affordable housing creation proposed above the requirements of §10-801.

SELECTION PROCESS

Selection Recommendation Panel

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 DMPED, 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 will evaluate each Proposal, taking into account the information provided in the Proposal and the best interests of the District.

Selection & Notice

DMPED reserves the right to select a Respondent with which to negotiate the disposition and development of the Development Parcel (“Selection”) on the basis of initial Proposals without discussions with any Respondent. Accordingly, Respondents’ initial Proposals should contain their best terms considering the evaluation factors identified in the “Preferences and Evaluation” sub-section of the “District Policy Goals, Requirements, and Preferences” section of this RFP. However, DMPED also reserves the right, in its sole discretion, to solicit revised Proposals, which may be in the form of amendments to this RFP and/or best and final offer (“BAFO”) requests, in order to make the Selection on the basis of such revised Proposals.

DMPED reserves the right, in its sole discretion, to reject any Proposal it deems incomplete or unresponsive to the submission requirements delineated in the "RFP Submission Requirements" sub-section of the "Solicitation Process" section. If Respondent's Proposal is deemed incomplete or unresponsive, or if Respondent is not selected, then DMPED shall make Respondent's Letter of Credit immediately available for Respondent to retrieve.

Upon review of the Proposals or at any point before Selection, DMPED may, in its sole discretion, identify a short list of Respondents. DMPED has the sole discretion to conduct discussions with all, or some, of Respondents; and DMPED has the sole discretion to invite only a short list of Respondents to respond to any amendments to this RFP and/or BAFO requests.

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

DMPED reserves the right to make a conditional Selection and selected Respondent's acceptance of such conditions, either explicitly or by engaging with DMPED to negotiate for the disposition and development of the Development Parcel, shall be deemed to amend Respondent's Proposal, including the LOI, to include such conditions.

DMPED shall contact all Respondents to inform them of the results of the selection process once a Selection has occurred.

Post-Selection

Change in Respondent's Information

Following Selection, if any change has occurred to the information provided in the selected Respondent's Proposal (e.g., deletion or modification to any of Respondent's team members or new financial information), Respondent must notify DMPED in writing and provide updated information in the same format as outlined in the "RFP Submission Requirements" sub-section of the "Solicitation Process" section. The District reserves the right to evaluate the modified Proposal, withdraw its Selection of Respondent, eliminate Respondent from further consideration, or take other action as the District may deem appropriate in its sole discretion.

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 Respondent to begin due diligence tests, studies, and investigations on the Development Parcel. The selected Respondent shall be responsible, at its sole cost and liability, for any due diligence activities it may deem necessary or desirable to perform to evaluate the Development Parcel for Respondent's proposed development plan. The selected Respondent shall perform such studies and complete its due diligence prior to DMPED's submission of the proposed disposition to Council.

Disposition Agreement & Approval

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' negotiations, DMPED will submit the proposed transaction to Council for its authorization of the disposition of the Development Parcel 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 the disposition is authorized by Council.**

If DMPED and selected Respondent are unable to complete negotiation of a disposition agreement within 60 days or a reasonable period of time, as determined by DMPED in its sole discretion, after the date of DMPED's notification to Respondent of its Selection, DMPED, in its sole discretion, may terminate negotiations with the selected Respondent; select a different Respondent's Proposal; re-issue the RFP; issue a modified RFP; or take such other measures as DMPED deems reasonable, appropriate, and/or necessary.

TRANSACTION TERMS

Site Condition

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, Development & Operating Costs

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

- **The selected Respondent shall be solely responsible for all pre-development (including, but not limited to, possible demolition of existing improvements, environmental remediation costs, and due diligence studies such as traffic, geotechnical, stormwater management, historic preservation reviews, and other site preparations), project development or redevelopment costs; and**
- The selected Respondent shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time. **The selected Respondent shall be required to utilize the Accelerated Plan Review Program, which streamlines and expedites plan reviews and the permitting processes. The selected 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 on <https://dob.dc.gov/page/plan-review>. 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") at dobacceleratedreview@dc.gov.

ALL FUNDS EXPENDED BY RESPONDENTS IN RESPONDING TO THIS RFP, AND IN PERFORMANCE OF DUE DILIGENCE AND PRE-DEVELOPMENT WORK DURING NEGOTIATION WITH THE DISTRICT SHALL BE AT THEIR 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.

THE SELECTED RESPONDENT, UPON CLOSING, SHALL BE SOLELY RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE OPERATION OF THE DEVELOPMENT PARCEL (INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF ALL UTILITIES, ASSESSMENTS, TAXES, AND IMPOSITIONS RELATING TO THE DEVELOPMENT PARCEL, WHICH TAXES MAY INCLUDE, IF APPLICABLE, POSSESSORY INTEREST TAX ASSESSED UNDER D.C. OFFICIAL CODE [§47-1005.01](#). DMPED SHALL NOT PROVIDE ANY SUBSIDY TO FILL ANY FUNDING GAPS OR SHORTFALLS.

RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

Reservation of Rights

DMPED reserves the right, in its sole 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 Submission Due Date 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;
- iv. Request modifications to Proposal(s) or the submission of BAFO(s) 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 DMPED determines, in its sole discretion, that a disposition agreement may not 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 DMPED and Respondent;
- viii. Reject any Proposal(s) 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;
- xi. Rescind the Selection and terminate negotiations with the selected Respondent for any violation by selected Respondent of Applicable Law or any provision of this RFP, or as determined by DMPED in its sole discretion; and
- xii. 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

Disclosure

By responding to this RFP, each 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 current or former employee has participated in the preparation of Respondent's Proposal or as a member of Respondent's team in conflict with the District's [Ethics Manual](#).
- iii. No person or entity currently holding (or having held) a position with a quasi-District agency, or retained by the District as a contractor on any matter: (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
- iv. Respondent has not offered to give, 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, 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.

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 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 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.

On-going Reporting

Respondent shall report to DMPED directly and without undue delay any information concerning conduct that 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, by or on behalf of any District 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

Notice of Modifications

DMPED will post on the Project Website any notices or information regarding cancellations, withdrawals, and modifications to this RFP (including modifications to the deadlines included herein). Respondents 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 Respondents.

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 or not the Proposal is selected.

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. **Respondents, therefore, agree and acknowledge that they are barred from claiming to have detrimentally relied on the District for any costs or liabilities incurred as a result of responding to this RFP.**

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.

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.

Other Limiting Conditions

Withdrawal & Cancellation

If, at any time after Selection, the selected Respondent does not wish to proceed with the Project, then Respondent must notify DMPED in writing and provide reasons for its decision. The selected Respondent wishing to withdraw may be subject to the loss of part or all of any deposits previously provided 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 the 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

Respondents shall disclose in their Proposals all development management fees, general contracting fees, construction management fees, property management fees, and other fees that are to be paid to Respondent or affiliated parties during the life of the Project. Failure to do so may result in DMPED, in its sole discretion, rescinding the Selection and terminating negotiations with the selected Respondent.

Disclosure of Submissions

From Selection and throughout the life of the Project, Respondent shall provide DMPED 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

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

Respondent hereby acknowledges that, if selected by the District to negotiate a disposition agreement, Respondent shall 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, prior to submission of the proposed disposition to the Council of the District of Columbia (“Council”) for its authorization in accordance with [§10-801](#).

Respondent hereby acknowledges that, if selected by the District to negotiate a disposition agreement, Respondent shall enter into a Certified Business Enterprise (“CBE”) Agreement with the District’s Department of Small and Local Business Development (“DSLBD”) prior to submission of the proposed disposition to the Council for its authorization in accordance with [§10-801](#). Pursuant to [§10-801](#), D.C. Official Code §2-1226, as applicable, and D.C. Official Code [§2-218.01](#), et seq., the selected Respondent shall enter into an agreement with DSLBD that shall require Respondent to, at a minimum, contract with certain categories of CBEs for at least 35% of the contract dollar volume of the project and shall require at least 20% sponsor equity by certain categories of CBEs.

Prior to submission of the proposed disposition to the Council for its authorization in accordance with [§10-801](#), the selected Respondent shall enter into a legally binding agreement between the lead development partner and the CBE equity partner(s) that demonstrate that the CBE partner(s) 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. The legally binding agreement shall include the following:

- i. The name and addresses of the CBE partner(s);
- ii. The percentage of equity 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 partner(s) that shall be applied at all stages of the project.

Date: _____

Signature: _____

Print Name: _____

Title: _____

Entity Name: _____

Phone Number: _____

Email Address: _____

Business Address: _____

(To be completed and submitted with Proposal)

Milestone	Target Completion Date	Outside Completion Date
Execution of Disposition Agreement (following Council surplus & disposition authorization)	30 days after Council approval	60 days after Council approval
Submission of 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 authorization
Construction Commencement		
[Interim milestones to be identified such that there is at least one milestone for each 12-month period of construction]		
Substantial Completion of Construction of project		
Final Completion of Construction of project		

NOTES: *The above Sample Schedule of Performance is not intended to be comprehensive, nor is it intended to, on its own, satisfy the requirements of “Part 11: Project Schedule” of the “RFP Submission Requirement” sub-section of the “Solicitation Process” section of the RFP.*

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, which Schedule of Performance shall be an exhibit to the disposition agreement.

APPENDIX C | LETTER OF INTENT

Disposition of the _____
 _____(description)

Lessor/Seller	Government of the District of Columbia, acting by and through the Office of the Deputy Mayor for Planning and Economic Development ("DMPED")
Lessee/Purchaser/Developer	Entity Name: _____("Developer")
Description of Real Property	The parcel of land known for tax and assessment purposes as Lot(s) _____ in Square _____ (the " Development Parcel ").
Description of Development Plan	Developer proposes to develop the Development Parcel pursuant to the following Development Plan: _____ (The visual representation and any narrative that together represent the concept design proposed is deemed to be incorporated herein and made a part hereof.)
Disposition Structure	Developer agrees that (a) for any portion of the Development Parcel on which a rental product is proposed, the conveyance of such portion shall be via ground lease and (b) for any portion of the Development Parcel on which a for-sale product is proposed, the conveyance of such portion shall be in fee simple via quitclaim deed. If a portion of the Development Parcel shall be conveyed in fee simple, such portion is identified as the following: _____ If a portion of the Development Parcel shall be conveyed via ground lease, such portion is identified as the following: _____
Disposition Timeline	Developer agrees that its disposition timeline shall be consistent with D.C. Official Code §10-801(d) and closing shall occur within two years of the Council of the District of Columbia's authorization of the disposition.
Project Deposit	Upon execution of a Land Disposition and Development Agreement ("LDDA"), Developer shall deliver to DMPED a letter of credit in a form acceptable to DMPED in the amount of \$ _____ (the " Project Deposit "). The Project Deposit is not a payment on account of, and shall not be credited against, the purchase price or ground rent. Rather, the Project Deposit shall be held by DMPED to be used as security to ensure Developer's compliance with the LDDA and may be drawn on by DMPED in accordance with the terms of the LDDA.
Purchase Price (If fee simple acquisition)	Developer shall pay to DMPED \$ _____ for fee simple conveyance of all or a portion of the Development Parcel at closing.

Annual Base Rent (If ground lease)	Developer shall pay to DMPED \$_____ in annual base rent for a ground lease conveyance of all or a portion of the Development Parcel.
Rent Payment Terms (If ground lease)	Rent payments shall commence at closing.
Annual Base Rent Escalation (If ground lease)	Annual base rent shall increase pursuant to the following schedule during the term of the ground lease: _____
Fair Market Value (FMV) Annual Ground Rent Recalculations	Annual base rent shall be recalculated beginning on the 15th lease year and continuing every 10th anniversary thereafter 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) as improved 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].
Development and Operational Costs	Developer shall be solely responsible for the costs of predevelopment, development, redevelopment, remediation, and future operation of the Development Parcel. 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 .
Conditions of Closing	In addition to the other DMPED standard conditions of Closing, DMPED's obligation to convey the Development Parcel via quitclaim deed, ground lease, or combination thereof is conditioned upon: <ul style="list-style-type: none"> • DMPED's approval of Developer's design for the project as reflected in the construction documents (CDs); • DMPED's approval of Developer's budget, and project financing plan; • Developer obtaining financing and equity to fund 100% of the development; • Developer providing DMPED development and completion guaranties to the DMPED's satisfaction; • Developer providing DMPED with payment and performance bonds in an amount equal to the total cost of construction of the project; • Developer having received all necessary zoning approvals, or any zoning relief deemed necessary to accomplish the project; and • Developer having received all necessary permits (including the building permit) and other approvals required for commencing construction of the project.
Developer Financing	Developer shall be responsible for obtaining financing and equity to fund 100% of the project. DMPED shall not be obligated to extend any loan to Developer or grant any funds to Developer in connection with the financing of the project by Developer, and DMPED shall incur no liability whatsoever should Developer fail to obtain or close on financing for the Project.

Project Budget	Developer agrees that its submission related to Part 8: Project Development and Operating Pro Forma of its proposal is consistent with developing the Development Parcel with the Development Plan and is deemed to be incorporated herein and made a part hereof.
Affordable Housing	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 " ADU Covenant ") 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 the ADU Covenant for the same affordability term, unless additional business terms are attached hereto and accepted by DMPED.
Green Building Requirements	<p>Developer shall construct the project improvements in accordance with all applicable federal or District laws, statutes, ordinances, rules, and regulations, including but not limited to, the <i>Green Building Act of 2006</i>, D.C. Official Code §6-1451.01, et seq., 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.</p> <p>In addition, the LEED/EGC checklist indicating that the project improvements will achieve LEED/EGC at the appropriate certification level per the requirements of the Green Building Act and/or Developer's commitment to exceed such requirements included in Developer's proposal is deemed to be incorporated herein and made a part hereof.</p> <p>Developer proposes to deliver a project with the following sustainability considerations/green building level:</p> <p>_____</p>
Design Review	Developer shall submit to DMPED for review and approval project plans, documents, 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 with the Development Plan and the project concept proposed by Developer.
Post-Closing Requirements	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.
Disclosures	Developer shall irrevocably consent to provide DMPED with any and all financial and other submissions provided to prospective and actual lenders and equity providers related to the project and shall provide DMPED 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 Letter of Intent 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 Letter of Intent unless DMPED 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 (1) 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 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 deposited in 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 institutions 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

NOTE: Download and complete fillable Microsoft Word/Excel version available on the Project Website.

Overall Project	
Total Gross Floor Area of Entire Project (exclusive of Parking)	
Lot Occupancy (%)	
Parking	
Total Parking Spaces	
Total Structured Parking Levels Above Grade	
Total Structured Parking Spaces Above Grade	
Total Structured Parking Levels Below Grade	
Total Structured Parking Spaces Below Grade	
Total Surface Parking Spaces	
Total Parking Spaces for Retail (Number or Parking Ratio)	
Total Parking Spaces for Commercial / Office (Number or Parking Ratio)	
Total Parking Spaces for Municipal / Institutional (Number or Parking Ratio)	
Total Parking Spaces for Non-Profit / Arts (Number or Parking Ratio)	
Total Parking Spaces for Hotel (Number or Parking Ratio)	
Total Parking Spaces for Residential (Number or Parking Ratio)	
Retail	
Total Gross Square Feet ("GSF")	
Total Rentable Square Feet ("RSF")	
Total Non-FAR Square Feet ("SF")	
Rental Structure [full service ("FS"), modified gross ("MG"), triple net ("NNN"), etc.]	
Annual Rental (\$/SF)	
Annual Base Rent Rental (\$/SF, if not FS)	
Tenant Improvement ("TI") Allowance (\$/SF)	
Vacancy Rate (%)	
Efficiency / Core Factor (%)	
Commercial / Office	
Total GSF	
Total RSF	
Total Non-FAR SF	
Total RSF at single price point	
Rental Structure [FS, MG, NNN, etc.]	
Annual Rental (\$/SF)	
Annual Base Rent Rental (\$/SF, if not FS)	
TI Allowance (\$/SF)	
Vacancy Rate (%)	
Efficiency / Core Factor (%)	

<i>Municipal / Institutional</i>	
Total GSF	
Total RSF	
Total Non-FAR SF	
Rental Structure [FS, MG, NNN, etc.]	
Annual Rent (\$/SF)	
TI Allowance (\$/SF)	
Vacancy Rate (%)	
Efficiency / Core Factor (%)	
<i>Non-Profit / Arts</i>	
Total GSF	
Total RSF	
Total Non-FAR SF	
Rental Structure [FS, MG, NNN, etc.]	
Annual Rent (\$/SF)	
TI Allowance (\$/SF)	
Vacancy Rate (%)	
Efficiency / Core Factor (%)	
<i>Hotel</i>	
Building Height	
Total GSF	
Total Keys	
Revenue Per Available Room ("RevPAR")	
Average Daily Rate ("ADR")	
Vacancy Rate (%)	
Efficiency / Core Factor (%)	
<i>Residential (Rental + For Sale)</i>	
Total Units (Overall)	
Total Units (Market Rate)	
Total Units (Affordable)	
Total GSF	
Total GSF Below Ground	
Total Net SF	
Total Non-FAR SF	
Weighted Average Market Rate Modeled (\$/SF)	
Weighted Average Affordable Units Rate Modeled (\$/SF)	
Weighted Average Total Units Rate Modeled (\$/SF)	
Efficiency / Core Factor (%)	
<i>Residential (For Sale)</i>	

Total Units for Sale (Overall)	
Total Units for Sale (Market Rate)	
Total Units for Sale (Affordable)	
Total GSF	
Total GSF Below Ground	
Total Net SF	
Total Non-FAR SF	
Total Sale Price (\$/SF)	
Weighted Average Market Rate Modeled Sales Price (\$/SF)	
Weighted Average Affordable Units Rate Modeled Sales Price (\$/SF)	
Weighted Average Total Units Rate Modeled Sales Price (\$/SF)	
Efficiency / Core Factor (%)	
Residential (Rental)	
Building Height	
Total Units for Rent (Overall)	
Total Units for Rent (Market Rate)	
Total Units for Rent (Affordable)	
Total GSF	
Total GSF Below Ground	
Total Net Rentable Square Feet ("NRSF")	
Total Non-FAR SF	
Weighted Average Market Rate Modeled Rental Rate (\$/SF)	
Weighted Average Affordable Units Rate Modeled Rental Rate (\$/SF)	
Weighted Average Total Units Rate Modeled Rental Rate (\$/SF)	
Vacancy Rate (%)	
Efficiency / Core Factor (%)	
Financials - Debt	
Total Construction Loan	
Other Debt	
Financials - Equity	
Total Developer Equity (Sponsor Equity)	
Total Mezzanine Equity (Non-Sponsor Equity)	
Total Investor Equity	
Total CBE Equity	
Total EB-5 Equity	
Other Equity	
Financials - Other	
Total Developer Fee (Paid at Closing)	
Total Deferred Developer Fee (Paid from Cash Flow)	

Discount Rate Used to Calculate Net Present Value ("NPV") of Deferred Developer Fee	
Years to Stabilization (Construction Start to End of Lease/Sale Period)	
Annual Stabilized Cash Flow Available for Debt Service Pre-Tax	
Debt to Equity Ratio (e.g. 65/35, 60/40, etc.)	
Capitalization Rate ("Cap Rate") - Retail (%)	
Cap Rate - Commercial / Office (%)	
Cap Rate - Municipal / Institutional (%)	
Cap Rate - Non-Profit / Arts (%)	
Cap Rate - Hotel (%)	
Cap Rate - Residential (%)	
Cap Rate - Blended (%)	
Minimum Required Debt Service Coverage Ratio ("DSCR")	
Modeled DSCR	
Minimum Required Internal Rate of Return ("IRR") (%)	
Modeled IRR - Retail (%)	
Modeled IRR - Commercial / Office (%)	
Modeled IRR - Institutional / Arts (%)	
Modeled IRR - Hotel (%)	
Modeled IRR - Residential (%)	
Modeled IRR - Blended (%)	
Minimum Required Equity Multiplier	
Modeled Equity Multiplier	
Development Costs	
<i>Total Development Costs ("TDC")- Overall</i>	
TDC for Entire Project	
Total Hard Costs ("THC") for Entire Project (including Construction Contingency)	
Total Sof Costs ("TSC") for Entire Project (including Developer Fee and All Interest)	
<i>Total Development Costs - Parking</i>	
TDC for Parking Component	
THC for Parking Component	
TSC for Parking Component	
TDC for Parking Component per Parking Space (\$/Space)	
THC for Parking Component per Parking Space (\$/Space)	
TSC for Parking Component per Parking Space (\$/Space)	
<i>Total Development Costs - Retail</i>	
TDC for Retail Component	
THC for Retail Component	
TSC for Retail Component	
TDC for Retail Component per Retail SF (\$/SF)	
THC for Retail Component per Retail SF (\$/SF)	
TSC for Retail Component per Retail SF (\$/SF)	
<i>Total Development Costs - Commercial / Office</i>	

TDC for Commercial / Office Component	
THC for Commercial / Office Component	
TSC for Commercial / Office Component	
TDC for Commercial / Office Component per Commercial / Office SF (\$/SF)	
THC for Commercial / Office Component per Commercial / Office SF (\$/SF)	
TSC for Commercial / Office Component per Commercial / Office SF (\$/SF)	
<i>Total Development Costs - Municipal / Institutional</i>	
TDC for Municipal / Institutional Component	
THC for Municipal / Institutional Component	
TSC for Municipal / Institutional Component	
TDC for Municipal / Institutional Component per Institutional / Arts SF (\$/SF)	
THC for Municipal / Institutional Component per Institutional / Arts SF (\$/SF)	
TSC for Municipal / Institutional Component per Institutional / Arts SF (\$/SF)	
<i>Total Development Costs - Non-Profit / Arts</i>	
TDC for Non-Profit / Arts Component	
THC for Non-Profit / Arts Component	
TSC for Non-Profit / Arts Component	
TDC for Non-Profit / Arts Component per Institutional / Arts SF (\$/SF)	
THC for Non-Profit / Arts Component per Institutional / Arts SF (\$/SF)	
TSC for Non-Profit / Arts Component per Institutional / Arts SF (\$/SF)	
<i>Total Development Costs - Hotel</i>	
TDC for Hotel Component	
THC for Hotel Component	
TSC for Hotel Component	
TDC for Hotel Component per Hotel Key (\$/Key)	
THC for Hotel Component per Hotel Key (\$/Key)	
TSC for Hotel Component per Hotel Key (\$/Key)	
<i>Total Development Costs - Residential (For Sale)</i>	
TDC for Residential (For Sale) Component	
THC for Residential (For Sale) Component	
TSC for Residential (For Sale) Component	
TDC for Residential (For Sale) Component per Residential (For Sale) Unit (\$/Unit)	
TDC for Residential (For Sale) Component per Residential (For Sale) SF (\$/SF)	
THC for Residential (For Sale) Component per Residential (For Sale) SF (\$/SF)	
TSC for Residential (For Sale) Component per Residential (For Sale) SF (\$/SF)	
<i>Total Development Costs - Residential (Rental)</i>	
TDC for Residential (Rental) Component	
THC for Residential (Rental) Component	
TSC for Residential (Rental) Component	
TDC for Residential (Rental) Component per Residential (Rental) Unit (\$/Unit)	
TDC for Residential (Rental) Component per Residential (Rental) SF (\$/SF)	
THC for Residential (Rental) Component per Residential (Rental) SF (\$/SF)	
TSC for Residential (Rental) Component per Residential (Rental) SF (\$/SF)	

APPENDIX F | RESIDENTIAL MATRIX

NOTE: Download and complete fillable Microsoft Word/Excel version available on the Project Website.

Type of units (rental or for sale)		
Total project residential units		
Total market units		
Total ADU Covenanted units		
Total non-ADU Covenanted units		
Term of affordability for non-ADU Covenanted units (years)		
	MARKET-RATE UNITS	
Studio @ market		
1BR @ market		
2BR @ market		
3BR @ market		
4BR @ market		
	AFFORDABLE UNITS	
	ADU Covenanted Units	Non-ADU Covenanted Units
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		
Studio @100% MFI		
1BR @100% MFI		
2BR @100% MFI		
3BR @100% MFI		
4BR @100% MFI		
Studio @120% MFI		
1BR @120% MFI		
2BR @120% MFI		
3BR @120% MFI		
4BR @120% MFI		

I, _____,
 (print name)

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

1. I acknowledge that the District of Columbia (the "District") is the owner of the real property known as and located at _____ with all improvements located thereon (the "Property").
2. I acknowledge and understand that the District has issued a Request for Proposals ("RFP") for the Property and that the District, acting by and through the Office of Deputy Mayor for Planning and Economic Development ("DMPED"), is offering potential respondents to said RFP an opportunity to view the Property, and, further, that the opportunity to view the Property does not constitute a response, representation, warranty, or any other agreement on the part of the District with regard to the Property.
3. I represent that I am attending the tour for the Property at the date and time stated:
 _____, 20__ from _____ AM / PM – _____ AM / PM
4. I hereby agree to abide by the orders and directions of the representative(s) of DMPED at the tour for the Property. If I fail to comply with such orders or directions, DMPED may, in its discretion, demand that I leave the Property in which event I agree to do so immediately and without causing a disturbance.
5. I hereby acknowledge that the Property may be, either entirely or in part, in a state of disrepair or otherwise hazardous. I hereby assume all risks and accept full responsibility for any and all damage to myself or others arising from, or related to, my presence on the Property in connection with the tour. I understand and agree that neither I, nor my heirs, personal representatives, successors, grantees, and assigns, or anyone claiming any interest through me, will bring any legal action whatsoever against the District, its officials, officers, employees, and agents as a result of any damage, injury, loss, or death to myself or my property that arises out of my presence on the Property in connection with the tour.
6. I hereby indemnify and hold harmless the District, its officials, officers, employees, and agents from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including reasonable attorney's fees), of whatsoever kind and for injury, including personal injury or death of any person or persons, and for loss or damage to any property caused by or occurring in connection with, or in any way arising out of, my presence on the Property. If any action or proceeding as described in this paragraph is brought against the District, its officials, officers, employees, or agents for which I bear responsibility as expressly provided under this Release, upon written notice from the District, I shall pay any fees, costs, or expenses incurred by the District to resist or defend such action or proceeding.
7. I hereby acknowledge and agree that the assumption of risk, promise not to sue, waiver of liability, and indemnification provided for in this Release includes loss, injury, or damage as a result of the negligent acts or omissions by the District, its officials, officers, employees, and agents.
8. I hereby agree that nothing in this Release shall be deemed to waive any rights of any kind that the District now has, or may hereinafter have, to assert any claim against me, including, without limitation, claims with respect to any and all past events or entry on the Property.
9. I hereby agree that if any provision of this Release is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable and this Release shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Release. The remaining provisions of this Release shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Release.
10. I hereby agree that this Release shall be construed under the laws of the District of Columbia without reference to conflicts of laws principles.
11. I hereby waive (i) any objection to the venue of any action filed in any court situated in the jurisdiction in which the Property is located, (ii) any right, claim, or power, under the doctrine of forum non conveniens or otherwise, to transfer any such action to any other court, and (iii) trial by jury in any action, proceeding, claim, or counterclaim brought in connection with any matter arising out of or in any way connected with this Release.
12. I hereby agree that this Release shall be binding upon my heirs, personal representatives, successors, grantees, and assigns.

Date: _____

Signature: _____

Print Name: _____

Title _____

Entity Name: _____

Phone Number: _____

Email Address: _____

Business Address: _____

WITNESS:

Date: _____

Signature: _____

Print Name: _____

Title: _____

Entity Name: _____

Phone Number: _____

Email Address: _____

Business Address: _____
