

Engine Company 12



REQUEST FOR PROPOSALS

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



GOVERNMENT OF THE
DISTRICT OF COLUMBIA
MURIEL BOWSER, MAYOR



INTRODUCTION

The Government of the District of Columbia (the "District"), through the Office of the Deputy Mayor for Planning and Economic Development ("DMPED"), is releasing this Request for Proposals ("RFP") as it seeks to receive proposals (each a "Proposal" and collectively "Proposals") from individuals and/or teams (each a "Respondent" and collectively "Respondents") for the redevelopment of District-owned land located at 2225 5th Street NE and 513 Rhode Island Avenue NE (the "Development Parcel") (see Figure 1: Development Parcel Map). The Development Parcel is currently improved by a two-story concrete building and paved parking lot, an active fire station built in 1987 and identified as Engine Company No. 12 ("Engine 12").

Proposals to redevelop the Development Parcel must include the replacement of the Engine 12 fire station on the Development Parcel.

DEVELOPMENT PARCEL DESCRIPTION

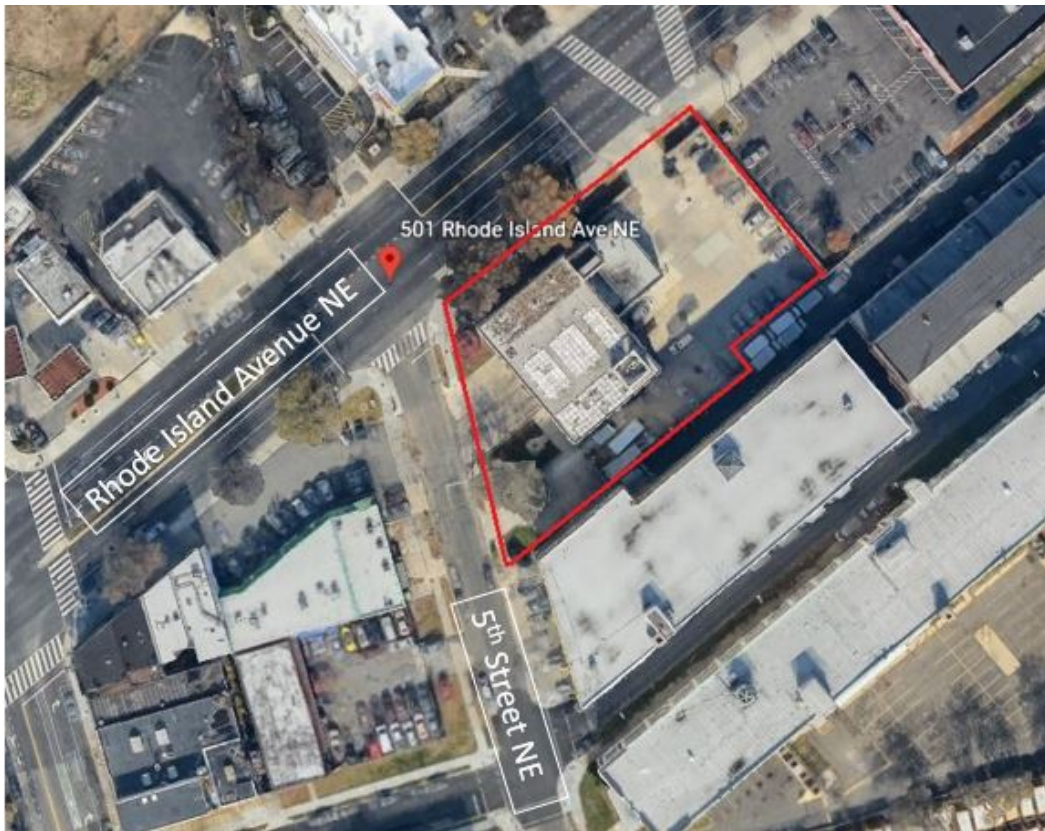


Figure 1: Development Parcel Map (not to scale)

Location	2225 5 th Street NE and 513 Rhode Island Avenue NE
Ward	5
Neighborhood	Borders both Edgewood and Eckington
ANC:	5E
Bounded by:	Rhode Island Avenue NE to the north, Rhode Island Avenue-Brentwood Red Line Metrorail Station and Metropolitan Branch Trail to the east, W Street NE to the south, and 5 th Street NE to the west
Square	0131
Lots	0216 and 0044
Total Square Footage	30,574 sq. ft. (approximate)
Frontage on:	Rhode Island Avenue NE to the north and 5 th Street NE to the west
Zone	MU-10
PUD Eligible	Yes

Engine Company 12

Visibility/Access: The Development Parcel has good visibility from both Rhode Island Avenue NE and 5th Street NE. It is walking distance to the Rhode Island Avenue – Brentwood Red Line Metrorail Station and multiple bus stops and is located approximately one-half mile from North Capitol Street, a major arterial road. See the “Transportation Planning Framework” section for more information on access.

Property Advantages: The Development Parcel is zoned MU-10 which permits medium to high density mixed-use development by right. Given robust population growth and construction activity in the area, the Development Parcel is a prime candidate for mixed use development including commercial and residential uses built in conjunction with the fire station. Its location near transit and its proximity to four universities, the National Arboretum, the Metropolitan Branch Trail, and downtown make it an attractive site prime for new investment.

Community Context: The Development Parcel is located at the corner of Rhode Island Avenue NE and 5th Street NE at the border of the Edgewood and Eckington neighborhoods. The Edgewood neighborhood to the north is bounded by Michigan Avenue NE to the north, Rhode Island Avenue NE to the south, North Capitol Street to the west and the Rhode Island Avenue – Brentwood Metrorail Station to the east. The Eckington neighborhood to the south is bounded by Rhode Island Avenue NE to the north, North Capitol Street to the west, Florida Avenue NE to the south and the Rhode Island Avenue – Brentwood Metrorail Station to the east.

Existing Tenants: Engine 12 operates and provides the following services from the Development Parcel:

- Emergency Medical and Transport
- Hazardous Materials Emergency Response and Rescue Squad
- Fire Prevention and Suppression
- DC Fire Department Credit Union

Proposals must include a new state-of-the-art fire station (“New Fire Station”) to replace the existing Engine 12 fire station on the Development Parcel that is acceptable to FEMS, the details of which shall be included in “Section 6: Project Concept” of the Proposal as further outlined in the “RFP Submission Requirements” sub-section of the “Solicitation Process” section. Respondent shall design the New Fire Station in consultation with, and with approval from, FEMS and the District of Columbia Department of General Services (“DGS”); and the proposed design shall adhere to the design and construction standards established by FEMS and DGS, as set forth in FEMS Requirements for a Fire Station (see Exhibit 1). FEMS and DGS shall have all rights to approve the design and any changes to the design.

Engine 12 is required to remain in continuous operation. Therefore, a temporary facility, acceptable to FEMS and DGS for Engine 12 must be included in Respondent’s Proposal. Such proposed temporary facility shall be included in Respondent’s Proposal only after consultation with, and approval from, FEMS and DGS, and shall be consistent, and in full compliance, with FEMS Requirements for a Fire Station (see Exhibit 1).

Respondent shall submit in “Section 9: Project Development and Operating Pro Forma” of its Proposal, in addition to the required pro forma outlined in the “RFP Submission Requirements” sub-section of the “Solicitation Process” section of this RFP, an initial budget allowance for construction and commissioning of the New Fire Station (“Preliminary Fire Station Budget”), as well as a budget for a temporary relocation of Engine 12 (“Temporary Fire Station Budget”), if applicable. The Preliminary Fire Station Budget and all future iterations of the New Fire Station budget shall be developed in consultation with, and with approval from, FEMS and DGS through designated representatives including a final New Fire Station budget approved before Closing (“Final Fire Station Budget”). The cost for building the New Fire Station shall be at Respondent’s sole expense. ***Any cost overruns from the Final Fire Station Budget shall be the selected Respondent’s sole responsibility.***

It will be the selected Respondent’s responsibility to manage the New Fire Station design and construction within the Final Fire Station Budget and in accordance with the final approved design, as such approvals are provided by FEMS and DGS, and the then applicable construction standards.

At Closing (as defined in the “Affordable Housing” sub-section of the “Common Elements & Requirements” section), Respondent shall deposit a Letter of Credit (as defined in the “What” sub-section of the “Logistics” section) in the amount of ten percent (10%) of the Final Fire Station Budget (“Fire Station Performance Letter of Credit”). Fifty percent (50%) of the Fire Station Performance Letter of Credit shall be released at substantial completion of the New Fire Station. The balance shall be released one (1) year after all warranties related to the New Fire Station expire.

A facilities condition report for the existing fire station on the Development Parcel is available for download on the Project Website. The report was completed in 2009 and DOES NOT reflect all current installations and conditions in 2021. Respondent shall not rely upon it but shall conduct its own due diligence to verify existing conditions and uses. Respondents are responsible for identifying any title issues or exceptions.

LOGISTICS

When

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

<i>RFP Process Timetable (subject to change)</i>	
Issuance of RFP	November 3, 2021
Pre-Response Question & Answer Period	December 3, 2021
RFP Proposal Submission Due Date (5:00 PM ET)	December 17, 2021

NOTE: DMPED is offering to publicly release the contact information of Respondents that want to share their information with other interested parties. If you would like your information to be released, please contact the Project Development Manager as identified below in the "Who" sub-section of this "Logistics" section with the following information by the last day of the Pre-Response Question & Answer Period:

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

Where

The RFP is posted on DMPED's website at <https://dmped.dc.gov/page/engine12> (the "Project Website").

DMPED will conduct an introductory site tour at the Development Parcel ("Site Tour") on November 16, 2021 at 1:00pm. Attendance at this session is strongly recommended for all Respondents.

The tentative schedule for the Site Tour is as follows:

1:00 pm – 1:15 pm: Arrive and Check-in

1:15 pm – 1:45 pm: Site Walk

Respondents can RSVP by November 15, 2021, by emailing the Project Development Manager as identified below in the "Who" sub-section of this "Logistics" section with the name, organization, phone number, and email address of the attendee(s).

ALL ATTENDEES MUST COMPLETE THE SITE TOUR WAIVER, RELEASE, AND INDEMNIFICATION FORM THAT HAS BEEN ATTACHED AS APPENDIX H. WAIVER FORMS WILL BE COLLECTED PRIOR TO ADMITTANCE TO THE SITETOUR. THOSE THAT HAVE NOT COMPLETED THE WAIVER, RELEASE, AND INDEMNIFICATION FORM WILL NOT BE PERMITTED ONTO THE SITE.

DMPED will conduct a pre-response information session to be held online ("Information Session") on November 24, 2021 at 1:00pm. A link to the Information Session will be provided on the Project Website. Attendance at this session is strongly recommended for all Respondents.

The tentative schedule for the Information Session is as follows:

1:00 pm – 2:00 pm: Information and Q&A Session

Respondents can RSVP by November 23, 2021, by emailing the Project Development Manager as identified below in the "Who" sub-section of this "Logistics" section with the name, organization, phone number, and email address of the attendee(s).

DMPED will also have an online question and answer portal during the dates set forth in the Pre-Response Question and Answer Period in the “When” sub-section of this “Logistics” section, and DMPED will post responses on the Project Website on or around the last date of the Pre-Response Question and Answer Period.

What

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

RFP Submission Deposit:

A \$50,000 deposit in the form of an executed, irrevocable standby letter of credit (“Letter of Credit”) is required utilizing the Form Irrevocable Letter of Credit attached as Appendix D.

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

Conditions: If a Respondent’s Proposal is not selected, the Letter of Credit shall be returned to the Respondent. If a Respondent’s Proposal is selected, the Letter of Credit will only be returned upon the Respondent’s successful completion of Closing as defined in the “Affordable Housing” sub-section of the “Common Elements & Requirements” section and as determined by the District through the terms of the disposition agreement.

Who

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

How

All Proposals must be submitted electronically to the Project Development Manager by the RFP Submission Due Date in the “When” sub-section of this “Logistics” section. The subject line for such electronic submission shall state “ENGINE 12 – RFP PROPOSAL SUBMISSION”. Hand delivered or mailed Proposals shall not be accepted. Adherence to the deadline is essential. Incomplete applications or those submitted after the deadline shall not be accepted.

Additionally, all Respondents shall also upload the Proposal electronically (including a PDF of the response and the Microsoft Excel pro forma) via the “Submit Files” link on the Project Website specified in the “Where” sub-section of this “Logistics” section. Uploaded electronic files should use the following naming convention: “ENGINE 12 RFP PROPOSAL SUBMISSION – [Team Name] – [File Type]”.

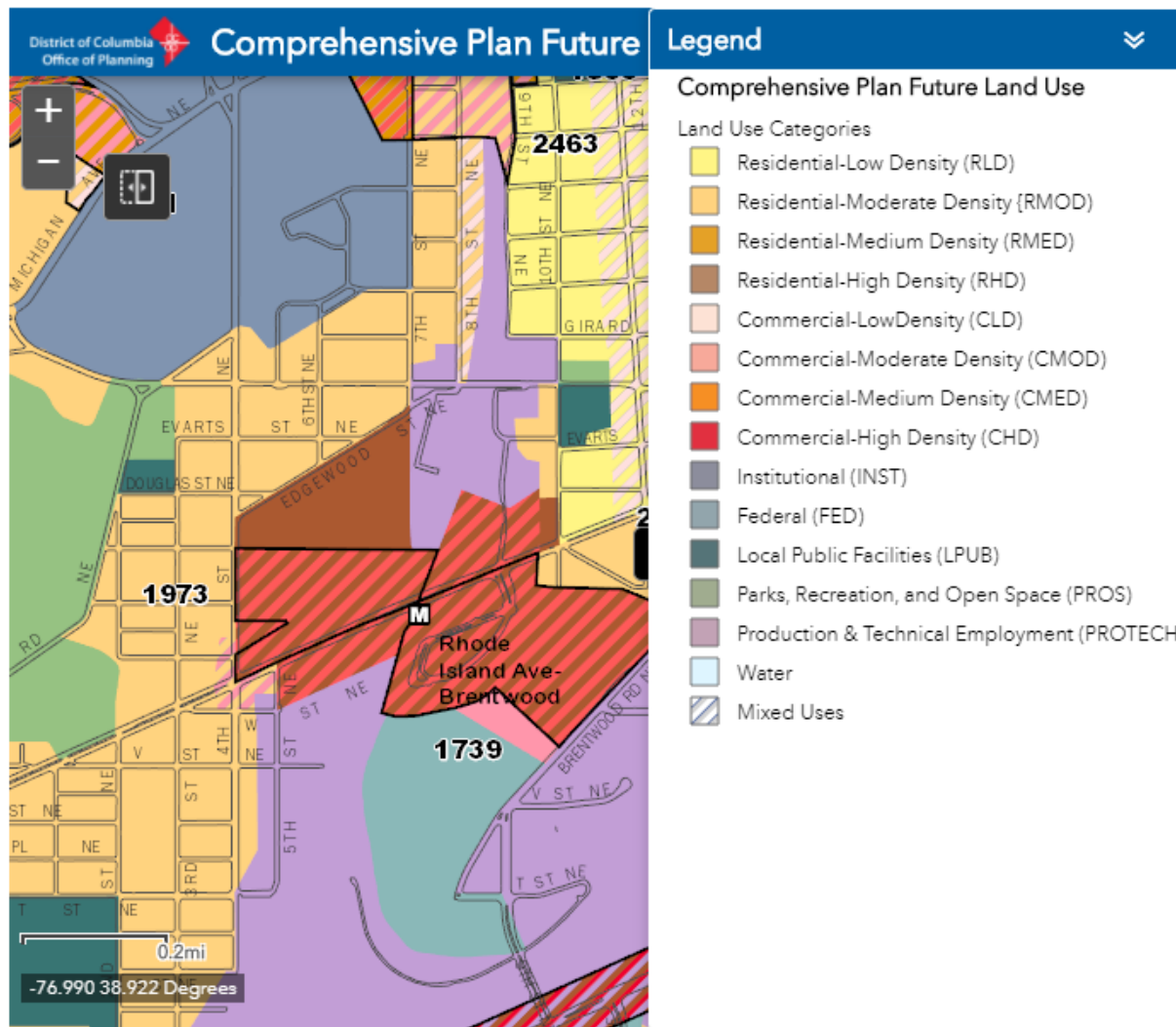
A copy of the Letter of Credit is required to be uploaded with a Respondent’s electronic Proposal, with the original hardcopy delivered to DMPED by close of business on the RFP Proposal Submission Due Date. A representative of DMPED will be available at the Office of the Deputy Mayor for Planning and Economic Development, The John A. Wilson Building, 1350 Pennsylvania Avenue, NW, Suite 317, Washington, D.C. 20004, to receive the Letter of Credit between 3pm and 5pm on the Submission Due Date.

DISTRICT POLICY GOALS, REQUIREMENTS, AND PREFERENCES

Planning and Zoning Framework

Comprehensive Plan

The Comprehensive Plan Future Land Use Map (“FLUM”) indicates the types of land uses that are appropriate in the future across the District of Columbia including areas where the mixing of two or more land uses is especially encouraged. The particular combination of uses desired in a given area is depicted in striped patterns, with stripe colors corresponding to the categories indicated in the legend. As can be seen in the graphic depicting the FLUM below, the Development Parcel is appropriate for Mixed Uses – high-density residential and medium-density commercial uses.



The Development Parcel is located within the Upper Northeast Area Element and the Rhode Island Avenue Metro Station Policy Focus Area of the Comprehensive Plan. This focus area includes the Metrorail station vicinity and the 2.7-mile corridor extending from North Capitol Street east to the Maryland line. The Rhode Island Avenue-Brentwood Metrorail Station opened in 1976 and was one of the first stations in the system. Despite the fact that the station is just one mile from Downtown DC, its current configuration has a suburban feel. Land around the Metrorail station is underutilized and does not provide the community focal point it could. Over time properties may transition to new uses. Medium to high density housing is strongly encouraged in this area, and traffic improvements are recommended to make the station more accessible for pedestrians, bicyclists, and transit users. Improvements to the Metropolitan Branch Trail are planned through this area. Infill development is encouraged to fill in "gaps" in the street wall and to create a more pedestrian friendly environment. Development that includes ground floor retail uses and upper story housing are desirable. The surrounding area is under-served by retail uses and would benefit from new restaurants, local-serving stores, and other services.

Targeted policy guidance for the area includes the following (excerpted from the Comprehensive Plan):

- Policy UNE-2.5.2: Rhode Island Avenue / Brentwood Metro Station**
 Encourage the development of additional medium- to high-density mixed-use, pedestrian and multimodal-friendly development around the Rhode Island Avenue Metro station, particularly on the surface parking lots in the station vicinity. Review the Rhode Island properties west of and proximate to the Rhode Island Avenue Metro station for transit connections and appropriate land use recommendations.
- Policy UNE-2.5.3: Redevelopment of Older Commercial and Industrial Sites**
 Encourage the long-term reuse of older commercial and industrial sites in the Rhode Island Avenue Metro station vicinity with mixed uses, including housing and PDR uses. Future mixed-use development should be pedestrian-oriented, with design features that encourage walking to the Metro station and nearby shopping.

- **Policy UNE-2.5.4: Pedestrian Improvements**
Enhance pedestrian connections between the neighborhoods around the Rhode Island Avenue Metro station and the station itself. This should include improvements to the “public realm” along Rhode Island Avenue, with safer pedestrian crossings, street trees, and other amenities that make the street more attractive.
- **Policy UNE-2.5.5: Rhode Island Avenue Corridor**
Strengthen the Rhode Island Avenue corridor from 13th to 24th Street NE as a pedestrian-oriented mixed-use district that better meets the needs of residents in the Brentwood, Brookland, Woodridge, and South Central neighborhoods. Infill development that combines ground-floor retail and upper-story office and/or housing should be encouraged, along with retention of historic significant structures and the Main Street character.

Small Area Plan

In 2011, Council adopted the Rhode Island Small Area Plan, which recommends rezoning of the area in which the Development Parcel is located to encourage medium to high density mixed-use, transit-oriented development. In 2021, the Development Parcel was rezoned.

Zoning

The Development Parcel is zoned MU-10.

MU-10 Zone

The MU-10 zone permits multi-family residential development and is consistent with the FLUM's mixed use designation. Subtitle G, Chapter 4 Section 400.9 of the zoning regulations states “The MU-10 zone is intended to:

- Permit medium- to high-density mixed-use development with a balance of uses conducive to a higher quality of life and environment for residents, businesses, employees, and institutions;
- Be applied to areas where a mixture of uses and building densities is intended to carry out elements of the Comprehensive Plan, small area plans, or framework plans, including goals in employment, population, transportation, housing, public facilities, and environmental quality;
- Require a level of public space at the ground level; and
- Allow residential and non-residential bulk to be apportioned between two (2) or more lots in the same square.”

The MU-10 zone permits a maximum density of 6.0 FAR (7.2 with Inclusionary Zoning) and no more than 3.0 FAR may be for non-residential uses. The MU-10 zone permits a maximum height of 90 feet (100 feet with IZ), not including a penthouse.

Please refer to the District of Columbia’s Zoning Regulations for the complete development standards (Subtitle G, Chapters 2 and 3) and use provisions (Subtitle U, Chapter 5) for the MU-10 zone.

The following table outlines the development standards of the MU-10 zone.

	MU-10
Permitted Uses:	Uses permitted as a matter of right in any R, RF, and RA zones, and MU-Use Groups F and G
Height:	90 feet max. 100 feet max. (IZ)
FAR:	6.0 7.2 (IZ) 3.0 Non-Residential
Penthouse Height:	20 feet max.; 1 story plus mezzanine Second story permitted for penthouse mechanical space
Lot Occupancy:	75% max. 100% (IZ)

Rear Yard:	2.5 inches/ft. of vertical distance from mean finished grade at the middle of the rear of the structure to the highest point of the main roof or parapet wall, but not less than 12 feet
Side Yard:	No side setback is required; however, if a side setback is provided it shall be at least 2 in. wide for each 1 ft. of height of building but no less than 5 ft.
GAR:	0.2 min.

Additional information on the Comprehensive Plan and Zoning may be found at the OP website: <https://planning.dc.gov>. For further information regarding land use and zoning please contact Jennifer Steingasser with OP's Development Review & Historic Preservation Division at 202-442-8808 or Jennifer.Steingasser@dc.gov.

Transportation Planning Framework

The District Department of Transportation's ("DDOT") commitment to building a safe and efficient transportation network will guide all review of transportation-related issues regarding the development of the Development Parcel. The Development Parcel has excellent multimodal transportation access as it is located one (1) block west of the Rhode Island Avenue – Brentwood Metrorail Station and is along a WMATA Metrobus Priority Corridor. DDOT anticipates a sizable share of people accessing the Development Parcel will be via non-automobile modes of travel. As such, DDOT expects the amount of vehicle parking provided on-site for uses other than those required by FEMS to be as close to zero (0) as possible, and no more than 0.30 space per residential unit, 0.40 space per 1,000 GSF office or hotel, and 1.00 space per 1,000 GSF retail, per the 2019 DDOT *Guidance for Comprehensive Transportation Review*. Priority will be given to proposals that provide less on-site parking and fewer curb cuts for vehicle parking. If the project does include off-street parking, Respondents should plan to install a minimum of one (1) electric vehicle charging station for every 50 parking spaces or more if required by applicable District laws.

Depending on the development program proposed and type of approval process the development goes through (i.e., ZC review), DDOT may require a Comprehensive Transportation Review ("CTR") study to determine the impacts on the transportation network. Proposals shall list the projected number of trips by mode generated by the proposed development program.

DDOT is committed to robust Transportation Demand Management ("TDM") that encourages non-automobile travel. Proposals shall explain any proposed TDM measures aimed at reducing single-occupant vehicle travel to and from the Development Parcel. Proposals shall meet or exceed zoning requirements for all bicycle parking and locker/changing facilities. Information regarding TDM can be found in the [2019 Guidance for Comprehensive Transportation Review](#), on the [goDCgo webpage](#), or by contacting info@godcgo.com.

Public Space Framework

DDOT, in partnership with OP, works to ensure the design of public space is of high quality and meets minimum requirements. To this end, the District has in place streetscape standards, guidelines, and policies to guide changes to public space. Uses that impact the character of public space include sidewalk cafes, vending, street festivals, and other non-permanent activities. Physical features that impact the character of public space can include sidewalk paving material, fences and retaining walls, street trees and their spacing, vault spaces, other infrastructure like streetlights or curbs and gutters, and any building encroachments into the public right-of-way. Restoration of the public space is expected as part of any redevelopment of the Development Parcel.

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

- Close existing curb cuts on Rhode Island Avenue NE and 5th Street NE to the maximum extent practicable. If a Proposal requires vehicle and loading access, ideally it will be provided via a shared driveway with the adjacent redevelopment project to the east at the existing traffic signal on Rhode Island Avenue NE (opposite the new Bryant Street development). If a shared driveway is not possible, access could also be provided off 5th Street NE so long as the driveway is as far from the intersection with Rhode Island Avenue NE as possible.

- Loading design must allow for head-in/head-out access with all turning maneuvers occurring on private property. DDOT strongly urges Proposals to provide less on-site vehicle parking.
- All sidewalks and curb ramps surrounding, and within, the Development Parcel must be upgraded to comply with Americans with Disabilities Act ("ADA") guidance. A minimum of 10 feet of pedestrian clear space must be provided on both Rhode Island Avenue NE and 5th Street NE.
- The existing Metrobus stop on Rhode Island Avenue should be maintained in its existing location. If it is necessary to temporarily relocate it, it should be kept on the same block and be moved at Respondent's sole cost.
- Design of any proposed building's first floor should contribute positively to the vibrancy and vitality of the pedestrian realm on Rhode Island Avenue (i.e., no blank concrete walls set back from the street).
- Proposed building entrances must be at-grade with the sidewalk so no ramps or stairs are necessitated in public space.
- Preserve all existing street trees and install any missing treeboxes and trees, particularly in the locations of any curb cuts to be closed on Rhode Island Avenue and 5th Street NE.
- Replace all existing cobra-head streetlights surrounding the Development Parcel with either Washington Globe or Decorative Teardrop light poles, consistent with the style of new streetlights in the area.
- Fund and install a new 19-dock Capital Bikeshare station in the area of the Development Parcel. Identify a location for the Capital Bikeshare station and design it into the public space plans or in an easily accessible location on private property.
- Incorporate public artwork into the public realm design concept.
- Coordinate with DDOT's Urban Forestry Division ("UFD") and the Ward 5 Arborist regarding the presence, preservation, or removal by permit of any Heritage Trees (greater than 100 inches in circumference) or Special Trees (between 44 inches and 99.9 inches in circumference) on the Development Parcel.

Respondents may refer to Chapters 11, 12A, and 24 of the District of Columbia Municipal Regulations ("DCMR"), DDOT's Design and Engineering Manual ("DEM"), and the Public Realm Design Manual for public space design guidance. For further information on DDOT's development review process and public space design, please contact Emma Blondin with DDOT's Planning and Sustainability Division ("PSD") at 202-391-2767 or emma.blondin@dc.gov.

Preferences and Evaluation

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

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

- I. Attainment of District Goals
 - i. Respond to the goals and objectives of the Comprehensive Plan;
 - ii. Improve the quality of life for the surrounding neighborhood;
 - iii. Address stakeholder concerns and requirements;
 - iv. Address community preferences;
 - v. Provide a state-of-the-art new fire station that meets the requirements listed above;
 - vi. Maximize affordable housing, particularly family-sized units and home ownership opportunities;
 - vii. Create job opportunities for District of Columbia residents and comply with the CBE Act (which requirements are detailed in the "First Source" and "Certified Business Enterprises" sub-sections of the "Common Elements & Requirements" section)
 - viii. Any other additional goals identified throughout this RFP and any other District policy documents.
- II. Qualifications and Experience of Respondent
 - i. Demonstrate that Respondent, its member entities, and/or key personnel have successfully served in lead developer roles for completed projects of a similar scale and scope to the project proposed by Respondent;
 - ii. Provide evidence of sufficient organizational capability to ensure successful and timely delivery of the project.
- III. Economic Benefit to the District
 - i. A commitment to build to the highest density allowable on the Development Parcel to maximize the development envelope. Respondent may consider matter-of-right development or, if applicable, a Planned Unit Development ("PUD");
 - ii. Maximize value to the District through land value proceeds (paid by Respondent to the District) and incremental property and sales taxes;
 - iii. Maximize community benefits, including affordable housing and job creation and/or apprenticeship programs for District of Columbia residents, particularly for residents within one mile of the Development Parcel;
 - iv. Seek the least amount of subsidy (either through a reduction in fair market value or through other District or federal public financing tools) to fill anticipated financing and/or investment gaps in the project's capital structure;

- v. Provide District and Ward 5 residents and businesses with opportunities to participate in the project; (evidence of the inclusion of such businesses shall be in the form of written confirmation from such neighborhood-based businesses which shall include the scope and details of the said businesses' involvement in the project).
- IV. Project Financial Feasibility and Respondent's Financial Capacity
- i. Demonstrate that Respondent possesses the financial resources, capacity, and ability to successfully close the transaction, and to execute the project requirements;
 - ii. Provide an estimated construction budget prepared by a third-party general contractor or cost estimator;
 - iii. Provide a realistic and achievable funding plan, including Sources and Uses (as defined in the "Section 8: Project Budget Sources and Uses" sub-section of the "Solicitation Process" section) and multi-year pro-forma development budgets (pre-development through 18 years post-stabilization);
 - iv. Provide a pro forma utilizing only non-competitive, by-right financing sources;
 - v. Demonstrate significant investments of "at risk" capital during the pre-development and development process;
 - vi. Exhibit a willingness to provide the District with a meaningful guarantee regarding payment and performance through final project completion.
- V. Development Vision
- i. If a Proposal includes a residential component, then maximize affordability (at a minimum, affordability levels must be compliant with the District's IZ and D.C. Official Code §10-801, as amended, affordable housing requirements). Residential development shall provide a mixture of unit types and sizes across multiple MFI (as defined in the "Affordable Housing" sub-section of the "Common Elements & Requirements" section) levels and affordable units must be comparable to market rate units;
 - ii. In addition to any proposed terms to satisfy the "Equitable Development Focus" section, promote social equity generally, including but not limited to, preferences for CBEs, District-based businesses, and/or businesses that hire District of Columbia residents;
 - iii. Promote a vibrant, walkable, and pedestrian-friendly neighborhood character, as demonstrated through a high level of streetscape design, including building features that directly link to the sidewalk level, and a high degree of visual continuity along street corridors;
 - iv. Complement the existing neighborhood and the commercial corridors;
 - v. Achieve architecture that is of the highest design qualities and standards, which further reflects the significance of the Development Parcel, complementing the neighborhood character while accommodating necessary uses;
 - vi. If appropriate, create strong retail activity on the Development Parcel that serves the neighborhood and broader areas, including retail space for local and emerging businesses;
 - vii. Provide a sustainable development that has minimal impact on the environment and achieves higher LEED certifications than required by DOEE as articulated in the "Sustainability and Green Building Requirements" section; and
 - viii. Provide an appropriate amount of parking that reflects the Development Parcel's proximity to a Metrorail station and other transportation infrastructure. All project amenities, including any rental of parking spaces, shall be offered to affordable housing units on the same terms as offered to market rate housing units.

EXHIBIT 1

REQUIREMENTS FOR A FIRE STATION

The specifications for a New Fire Station should replicate and provide for everything that FEMS currently has at the existing fire station. The existing facility accommodates 68 staff working four shifts on a 24/7/365 basis. Below is a summary of the key functional areas and equipment at the existing facility that should be verified by Respondents:

First Floor

Apparatus Bay

- Appropriately sized maintenance bays to accommodate the eight-vehicle fleet
 - (2) Engine Company Pumper Trucks
 - (2) Ambulances
 - (2) Haz Mat Units
 - (2) BFC Buggies
- 2-pole access areas from second floor
- 1-stair access from second floor
- Uniformed personnel lockers (PPE gear)
- Alerting system & FA panel
- Adequate refrigerator storage for personnel (minimum 5 refrigerators)
- Janitor's slop sink and mop storage (1 of 2)
- Workbench area and storage
- Vehicle exhaust system (Neiderman system)

Watch Desk (glass-enclosed, off of Apparatus Bay)

- Two-desk work area
- Alerting system Head IN
- File storage

Company Office

- Two-desk, file cabinets, records, and storage area
- Glass view into Apparatus Bay

EMS Office

- Two desks, file cabinets, records and storage area

EMS Medical Storage Room

- Metal shelving
- Lockable cabinets
- Refrigerator (drug dispenser)

Medical / Decon Room

- Eye washer station and stainless steel sink
- Decon collection point
- PPE gear washer / dryer

General Gear Storage

- Static metal shelving for gear
- Wall mounted hooks / brackets for storage

Commercial Kitchen

- Fully equipped, commercial-grade kitchen
 - Appliances: 6-burner gas cooktop and hood, gas oven, dishwasher, microwave, refrigerator; pot storage, food storage, food prep area, industrial sink and commercial grease interceptor.

Sitting Room (Dining/Training)

- Lounge, dining, and training area suitable for a full shift of 18 personnel
- Monitor / display / DVD / audio
- May double as sleeping space in emergency conditions
- Storage for training aids
- Icemaker and watercooler

Staff Toilet

- Half bath facility with 1 sink and 1 toilet

Public Entry Area

- ADA-compliant, half bath facility with 1 sink and 1 toilet

Laundry

- Commercial side-by-side washer & dryer
- Commercial-gear washer and drying cabinet
- Storage space for chemicals, supplies
- Dedicated hot water heater

Second Floor

1st Battalion Office

- Two desks, file cabinets, records, and storage area
- Electronic display / screen

(2) Officer's Suite

- Sleeping quarters, desk area for one on-shift officer
- Wardrobe closet / storage for officers
- Direct access to Officer's Toilet

(2) Officer's Toilet

- Sink, storage, toilet, shower

Support Spaces

- Men's locker room, 1 locker: 1 staff person, access to men's toilet
- Men's Toilet: toilets, urinals, sinks, showers, storage
- Women's locker room, 1 locker: 1 staff person, access to women's toilet
- Women's toilet: toilets, sinks, showers, storage
- Bunkroom for 18 twin-XL beds
- Exercise room with equipment
- Lactation (quiet) room
- File storage room

Exterior

- Parking for 20 personnel, including handicapped space
- Hose Bibs on both FRONT & BACK of building for washing of vehicles.

RFP Technical Section

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COMMON ELEMENTS & REQUIREMENTS

Respondent Responsibility to Applicable Laws

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

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

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

Community & Stakeholder Outreach

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

Affordable Housing

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

Affordable rental and for sale units administered in accordance with an ADU Covenant will provide that any buildings containing residential units shall have a proportional distribution of unit types and sizes across multiple MFI levels, so that ADUs are not clustered in any portion (floor, section, or tier) of the development. All project amenities, including any rental of parking spaces, shall be offered to ADUs on the same terms as offered to the market rate housing units.

As part of its Proposal, Respondent shall use the then-current Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule that is published by the D.C. Department of Housing and Community Development ("DHCD") at dhcd.dc.gov. The initial maximum purchase price or rent for an ADU to be constructed on the Development Parcel shall be the greater of: (a) the purchase price or rent set forth in the then-current Inclusionary Zoning Maximum Income, Rent, and Purchase Price Schedule on the date of the consummation of the transactions involving the conveyance of the Development Parcel ("Closing") to the selected Respondent or (b) the purchase price or rent set forth in the then-current Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule on the date the Development Parcel receives its final certificate of occupancy. All rent payments collected by the future project owner from the tenants or third parties on behalf of tenants may not exceed 30% of a household's income as further described in the then-current Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule (the "Maximum Allowable Rent"). The initial and maximum sales price for an ADU is calculated based on the assumptions included in the then-current Inclusionary Zoning

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

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

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

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

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

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

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

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

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

Sustainability and Green Building Requirements

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

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

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

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

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

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

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

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

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

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

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

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

First Source

Pursuant to D.C. Official Code §10-801(b)(7), the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84, D.C. Official Code §2-219.01, et seq.), and the rules and regulations promulgated thereunder, Mayor's Order 83-265, and, to the extent applicable, the AWI Act, one of the primary goals of the District is the creation of job opportunities for District of Columbia residents. Accordingly, Respondent selected by the District to negotiate a disposition agreement shall, prior to execution of a disposition agreement, enter into a First Source Employment Agreement ("First Source Agreement") with the Department of Employment Services ("DOES"). Collective bargaining agreements shall not be a basis for the waiver of these requirements. Respondent must complete the Form of Acknowledgement attached as Appendix A.

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

Certified Business Enterprises

The selected Respondent shall, if the District and selected Respondent shall successfully negotiate a disposition agreement, comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Act of 2005, D.C. Official Code §2-218.01, et seq. (as amended, the "CBE Act"), including entering into a CBE Agreement with the District prior to execution of a disposition agreement. Pursuant to D.C. Official Code §10-801(b)(6), the CBE Act, and, to the extent applicable, the AWI Act, Respondent shall subcontract to Small Business Enterprises ("SBEs"). The District's Department of Small and Local Business Development ("DSLBD") determines which entities qualify as SBEs, Certified Business Enterprises ("CBEs"), Small Investors, Disadvantaged Investors, and Certified Equity Participants pursuant to the CBE Act. Respondent is encouraged to exceed the District's SBE/CBE subcontracting and participation requirements. Respondents must sign, and submit with their Proposals, the Form of Acknowledgement attached as Appendix A.

Davis Bacon

To the extent applicable, the selected Respondent shall be required to develop the Development Parcel in compliance with the provisions of the Davis-Bacon Act, 40 U.S.C. §276(a), and the regulations promulgated therewith. It shall be Respondent's responsibility to determine if the Davis-Bacon Act is applicable to its project.

Hotel Uses

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

Minimum Ground Lease Terms

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

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

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

EQUITABLE DEVELOPMENT FOCUS

Equitable Development

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

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

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

Equitable Inclusion Priority

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

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

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

- Designated as Disadvantaged Business Enterprise ("DBE") and as Resident-owned Business ("ROB"); or
- Led by, or majority controlled by, individuals designated as socially disadvantaged under the Small Business Administration ("SBA") definition¹ as more specifically identified above

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

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

¹ 13 C.F.R. §124.103 - https://www.ecfr.gov/cgi-bin/text-idx?SID=e1ec97fa9394bf2190b27e524d4d03a1&mc=true&node=se13.1.124_1103&rqn=div8

SOLICITATION PROCESS

RFP Submission Requirements

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

FORMAT

All Proposals must meet the following format requirements:

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

PROPOSAL CONTENTS

Section 1: Transmittal Letter

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

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

Section 2: Respondent

Respondent Identities & Details

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

Respondent shall identify the following key member entities:

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

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

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

- iv. Telephone Number
- v. Email Address

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

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

Section 3: Litigation and Liabilities

Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults

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

Evidence Regarding Tax Liabilities

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

Evidence Regarding Litigation

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

Section 4: Organizational Documents

Organization Status

Respondent shall provide the status and roles of Respondent member entities (developers, tenants, etc., and whether each entity is a corporation, a non-profit or charitable institution, a partnership, a limited liability corporation, a business association, joint venture, or other) indicating under which laws they are organized and operating, including a brief history of each organization and its principals. For any entity required to file reports in the jurisdiction of its formation, include a certificate of good standing for such jurisdiction and a certificate of good standing showing that it is registered in the District of Columbia.

Organizational Chart and Bios

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

Evidence Regarding Creation of Respondent

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

Section 5: Qualifications and Experience

Respondent shall exhibit its ability to deliver an economically viable project by identifying three urban infill development projects comparable to the scale and program of Respondent's proposed project, with which Respondent or its key members have had primary involvement. Respondent should include past projects that have a comparable mixed-use component. For each relevant project, Respondent shall identify the following:

- i. Development team name;

- ii. Project name or title;
- iii. Location or address of project;
- iv. Names and contact information for Respondent members involved in the project, along with a description of each party's role in the project;
- v. Description of project, including use(s), total square footage and number of units, keys, etc. (as applicable);
- vi. Period of performance;
- vii. Estimated total development costs, if project is not yet complete, OR actual total development costs, if project is complete;
- viii. Projected groundbreaking and completion date, if project is not yet complete, OR actual groundbreaking and completion date, if project is complete;
- ix. Proposed financing structure of the project; if project is not yet complete, OR actual financing structure, if project is complete;
- x. If applicable, highlight experience in obtaining or exceeding LEED certifications, including use of strategies outlined in the "Sustainability and Green Building Requirements" sub-section of the "Common Elements & Requirements" section. Highlight expertise in the areas of energy efficiency, on-site clean energy generation, green roofs, and/or environmentally friendly technologies;
- xi. Illustrative materials that shall help the District evaluate the caliber, innovation, and relevant experience of the Respondent members; and
- xii. References (at least one per project), including names, mailing addresses, e-mail addresses, telephone numbers, and a letter authorizing each reference to respond to inquiries regarding the design, financing, development, disposition, or management of prior projects.

Section 6: Project Concept

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

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

Respondent may submit more than one, but not more than two, project concepts and visions for the Development Parcel.

Section 7: Affordable Housing (if applicable)

Any Proposal that includes a development plan with a residential component shall include ADUs. The ADUs shall be constructed and rented and/or sold in accordance with an ADU Covenant. Market rate units and/or ADUs targeting senior citizens are considered an eligible residential use and must conform to the same affordability standards applicable to other residential unit types.

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

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

Section 8: Project Budget Sources and Uses

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

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

Section 9: Project Development and Operating Pro Forma

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

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

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

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

Section 10: Proposed Financing Strategy

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

- i. Respondent's equity commitment to the project and the timing/disbursement of that commitment;
- ii. A proposed project financing strategy, including a listing of all anticipated sources of construction and permanent financing (including interest rates; amortization type and period; ex-ante return on assets and equity, and internal rate of return; covenants; coverage ratios; and all other relevant information);

- iii. Detailed description of which, if any, federal government funding sources Respondent intends to attract to the project; and
- iv. Satisfactory evidence of Respondent's ability to secure project debt and equity, including commitment letters from prospective investors.

Section 11: Financial Capacity

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

- i. A description of the financial capacity of Respondent's members (including proposed tenants), in the form of annual reports, balance sheets, profit and loss statements, evidence of lines of credit and uncommitted discretionary sources of equity, and/or any other material financial statements; and
- ii. A description of the amount of sponsor equity **committed** to the acquisition and redevelopment of the Development Parcel.

Section 12: Project Schedule

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

Section 13: Statement of Minimum Business Terms

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

Section 14: Community & Stakeholder Outreach

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

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

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

First Source & Certified Business Enterprises

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

Local Hiring & Opportunities

Respondent is encouraged to incorporate in its Proposal the following:

- i. Employment and business opportunities for local residents and businesses. If included, Respondent shall submit detailed plans for apprenticeship programs that facilitate placing existing District of Columbia residents into employment opportunities within the project. The commitment and strategy to develop and implement a local apprenticeship program shall be in accordance with D.C. Official Code §32-1401, et seq.; and
- ii. Opportunities for District of Columbia neighborhood-based businesses to participate in the project. If included, Respondent shall submit evidence of the inclusion of such businesses in the form of written confirmation from such neighborhood-based businesses and shall include the scope and details of the said businesses' involvement in the project.

Section 16: Hotel Uses (if applicable)

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

Section 17: Proposal Summary for Distribution to the Community

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

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

Section 18: Completed Matrix Appendices E and F

Respondent shall complete and submit:

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

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

Section 19: Economic and Public Benefits Analysis

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

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

EVALUATION PROCESS

Selection Recommendation Panel

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

Selection & Notice

Upon review of the Proposals, DMPED may, in its sole discretion, identify a short list of Respondents. DMPED has the sole and absolute discretion to conduct discussions with all, or some, of the Respondents on the short list via best and final offer ("BAFO") submissions.

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

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

DMPED reserves the right to make the Selection on the basis of initial Proposals without discussions with Respondent. Accordingly, Respondents' initial Proposals should contain its best terms from the standpoint of the evaluation factors identified in this RFP. However, DMPED also reserves the right, in its sole and absolute discretion, to conduct discussions with all, or some, of Respondents and solicit revised Proposals in order to make the Selection on the basis of such revised Proposals.

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

Post-Selection

Due Diligence

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

Disposition Agreement & Approval

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

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

TRANSACTION TERMS

Site Condition

As-Is Condition

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

Soil or Subsurface Conditions

The District makes no representations regarding the character or extent of soil or subsurface conditions or the conditions and existence of utilities that may be encountered during the course of any work, development, or construction upon, or occupancy of, the Development Parcel.

Environmental Remediation

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

Pre-development and Development Costs

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

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

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

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

RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

Reservation of Rights

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

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

Conflicts of Interest

Disclosure

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

- i. The compensation to be requested, offered, paid, or received in connection with this RFP has been developed and provided independently and without consultation, communication, or other interaction with any other Respondent or potential Respondent for the purpose of restricting competition related to this RFP or otherwise;
- ii. No person or entity currently or formerly employed by the District or retained by the District in connection with this RFP: (a) has provided any information to Respondent that was not also available to all Respondents; (b) is affiliated with or employed by Respondent or has any financial interest in Respondent; (c) has provided any assistance to Respondent in responding to the RFP; or (d) shall benefit financially if Respondent is selected in response to the RFP; and
- iii. Respondent has not offered or given to any District officer or employee any gratuity or anything of value intended to obtain favorable treatment under the RFP or any other RFP or contract, and Respondent has not taken any action to induce any District officer or employee to violate the rules of ethics governing the District and its employees. Respondent has not and shall not offer, give, or agree to give anything of value either to the District or any of its employees, agents, job shoppers, consultants, managers, or other person or firm representing the District, or to a member of the immediate family (i.e., a spouse, child, parent, brother, or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this RFP. As used herein, "anything of value" shall include, but not be limited to, any (a) favors, such as meals, entertainment, and transportation (other than that contemplated by this RFP, if any, or any other contract with the District) which might tend to obligate a District employee to Respondent; or (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment, or business opportunity. Such term shall not include work or services rendered pursuant to any other valid District contract.

On-going Reporting

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

Miscellaneous Provisions

Notice of Modifications

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

Change in Respondent's Information

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

Ownership and Use of Proposals

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

Restricted Communications

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

Selection Non-Binding

The Selection by the District of a Respondent indicates only the District's intent to negotiate with a Respondent, and the Selection does not constitute a commitment by the District to execute a final agreement or contract with Respondent. **Respondent, therefore, agrees and acknowledges that it is barred from claiming to have detrimentally relied on the District for any costs or liabilities incurred as a result of responding to this RFP.**

Confidentiality

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

If Respondent provides information that it believes is exempt from mandatory disclosure under FOIA ("Exempt Information"), Respondent shall include the following legend on the title page of the Proposal:

"THIS PROPOSAL CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT'S FREEDOM OF INFORMATION ACT."

In addition, on each page that contains information that Respondent believes is Exempt Information, Respondent shall include the following separate legend:

"THIS PAGE CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT'S FREEDOM OF INFORMATION ACT."

On each such page, Respondent shall also specify the Exempt Information and shall state the exemption category within which it is believed the information falls.

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

Non-Liability

By participating in the RFP process, each Respondent agrees to hold the District, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this RFP or the Development Parcel.

Other Limiting Conditions

Withdrawal & Cancellation

If, at any time after Selection, Respondent does not proceed with the project, then Respondent must notify the District in writing and provide reasons for its decision. The Respondent wishing to withdraw may be subject to the loss of part or all of any deposits previously provided to the District and may be responsible for certain costs previously waived by the District, in addition to any other remedies available to the District under the executed disposition agreement, if any, or by law.

Stand-Alone Project

Respondent is prohibited from cross collateralizing and cross defaulting the Development Parcel, or any portion thereof, with any other assets. Moreover, Respondent is prohibited from assigning, pledging, hypothecating, or otherwise transferring its interest in the net cash flows or ownership in the Development Parcel and project in part, or in whole, without prior District approval, which may be granted or withheld at the District's sole discretion. Any additional debt shall require prior written District approval, which may be granted or withheld at the District's sole discretion.

Disclosure of Fees

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

Disclosure of Submissions

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

Disclosure of Final Development Costs

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

Restrictions

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

- i. Respondent, and its members, agents, and employees, are prohibited from: (a) making offers of employment, (b) conducting any negotiations for employment, (c) employing, or (d) entering into contracts of any sort, with current employees, consultants, or contractors of the District who are personally and substantially involved in any aspect of this RFP;
- ii. Respondent must disclose in its initial Proposal the names of any member, employee, or agent who were District employees, consultants, or contractors to the District within the three years prior to the publication of this RFP. On a continuing basis, Respondent shall be required to provide the District with regular and periodic notices of any and all new hires of employees, contracted agents, or consultants within five days of any such hire;
- iii. This provision shall apply to Respondent during the conduct of this competition, and shall subsequently apply to the selected Respondent until such time as final completion of the development of the project; and
- iv. Required disclosures and notices notwithstanding, failure to comply with any obligation described in this provision may result, in the District's sole and absolute discretion, in a Respondent's disqualification from consideration under this RFP, the rescission of a Respondent's Selection, and/or termination of any agreement between a Respondent and the District.

APPENDIX A | FORM OF ACKNOWLEDGEMENT

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

Respondent hereby acknowledges that, if selected by the District to negotiate a disposition agreement, Respondent shall, prior to execution of a disposition agreement, enter into a Certified Business Enterprise ("CBE") Agreement with the District's Department of Small and Local Business Development ("DSLBD"). Pursuant to §10-801, D.C. Code § 2-1226, as applicable, and D.C. Official Code §2-218.01 *et seq.*, the selected Respondent shall enter into an agreement that shall require Respondent to, at a minimum, contract with Certified Business Enterprises for at least 35% of the contract dollar volume of the project and shall require at least 20% equity and 20% development participation of Certified Business Enterprises.

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

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

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

APPENDIX B | SAMPLE SCHEDULE OF PERFORMANCE

(To be completed and submitted with Proposal)

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

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

APPENDIX C | STATEMENT OF MINIMUM BUSINESS TERMS

Disposition of the _____
 _____ (description)

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

Development and Operational Costs	The Developer shall be solely responsible for the costs of development and future operation of the Development Parcel. The Developer shall be solely responsible for the payment of all utilities, permit fees, assessments, and taxes relating to the Development Parcel, including, if applicable, possessory interest tax assessed under D.C. Official Code §47-1005.01.
Conditions of Closing	<p>In addition to the other District standard conditions of Closing, the District's obligation to convey the Development Parcel via quitclaim deed, ground lease, or combination thereof is conditioned upon:</p> <ul style="list-style-type: none"> • The District's approval of the Developer's design, budget, and project financing plan; • Developer obtaining financing and equity to fund 100% of the development; • Developer providing the District development and completion guaranties to the District's satisfaction; • 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. The District agrees to cooperate with Developer in connection with Developer's proposed financing of the project pursuant to a project funding plan (approved by the District). The District shall not be obligated to extend any additional loan to Developer or grant any funds to Developer in connection with the financing of the project by Developer, and the District shall incur no liability whatsoever should Developer fail to obtain or close on financing for the Project.
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 DMPED's ADU covenant for the same affordability term, unless additional minimum business terms are attached hereto.
Green Building Requirements	<p>Developer shall construct the project improvements in accordance with the <i>Green Building Act of 2006</i>, D.C. Official Code §6-1451.01, <i>et seq.</i> (2007 Supp.), DC's Stormwater Management Program stated in 21 DCMR, Chapter 5, and, if applicable, D.C. Official Code §2-1226.31 through §2-1226.41, and any regulations promulgated thereunder. In addition, Developer must submit with its building permit application a LEED checklist indicating that the improvements are designed to include sustainable design features such that the improvements meet the standards for certification as a LEED building at the appropriate LEED certification level per the requirements of the Green Building Act. Developer must also register the building with the U.S. Green Building Council, must construct the improvements in accordance with the building permit, and must use commercially reasonable efforts to obtain LEED certification at the appropriate LEED certification level pursuant to the requirements of the Green Building Act for the improvements once construction has been completed.</p> <p>Developer proposes to deliver a project with the following sustainability considerations/green building level (indicate whether 'designed to' or 'certified as'):</p> <hr/>

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

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

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

RESPONDENT:

_____ (entity name)

By: _____

Name: _____

Title: _____

APPENDIX D | FORM IRREVOCABLE LETTER OF CREDIT

ISSUER:
[Name of bank]
[Bank address]

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

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

Beneficiary

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

Applicant

[Name of developer]
[Address of developer]

AMOUNT: \$[Letter of Credit amount]

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

PROJECT: [Project Name]

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit [Letter of Credit number] ("Letter of Credit") in favor of Beneficiary for the account of Applicant up to an aggregate amount of _____ U.S DOLLARS (U.S. \$ [Letter of Credit amount]) available for payment when accompanied by the following three items:

1. A draft at sight drawn on [Name of bank] duly endorsed on its reverse thereof by a duly authorized representative of the Beneficiary, specifically referencing this Letter of Credit [Letter of Credit number];
2. The original of this Letter of Credit; and
3. A dated statement issued on the letterhead of Beneficiary, stating: "The amount of this drawing is \$ _____, drawn under Letter of Credit. [Letter of Credit Number] and represents funds due and owing to the District of Columbia." Such statement shall be conclusive as to such matters and Issuer will accept such statement as binding and correct. Issuer shall have no right, duty, obligation or responsibility to evaluate the performance or nonperformance of any underlying agreement between Applicant and Beneficiary before performing under the terms of this Letter of Credit.

This Letter of Credit shall automatically renew for consecutive one year terms upon the anniversary of the expiry date (The "Anniversary Date") until a date that is five (5) years after the Date of Issue set forth above unless (i) earlier released by Beneficiary in writing or (ii) Issuer delivers written notice to both Applicant and Beneficiary that this Letter of Credit will not be renewed on the Anniversary Date upon which this Letter of Credit will no longer be renewed.

If a drawing made by Beneficiary under this Letter of Credit reaches the address provided on this Letter of Credit via courier (FEDEX or DHL) on or prior to 1:00 PM (Eastern Time) on a Business Day (as defined below) and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds, on the same Business Day. If a drawing is made by Beneficiary under this Letter of Credit [Letter of Credit number] after 1:00 PM (Eastern Time) on a Business Day and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds on the next Business Day. If requested by Beneficiary, payment under this Letter of Credit may be deposit of immediately available funds into an account designated by Beneficiary. As used herein, the term "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institution in the District of Columbia are authorized or required by law to close.

Drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented by the Mayor, City Administrator, Deputy Mayor for Planning and Economic Development, or one of their duly authorized representatives, on or before the Expiry Date to Issuer's office at the address of Issuer set forth above.

This undertaking is issued subject to the International Standby Practices 1998 ("ISP98"). As to matters not expressly governed by ISP98, this Letter of Credit is governed by and shall be construed in accordance with the laws of the District of Columbia.

This Letter of Credit set forth in full terms of our undertaking. This undertaking shall not in any way be modified, amended, amplified or incorporated by reference to any document, contract or other agreement, without the express written authorization of Issuer, Beneficiary and Applicant.

Should you have occasion to communicate with us regarding the Letter of Credit, kindly direct your communication to the attention of Letters of Credit Dept. to the address aforementioned stating as reference our Standby Letter of Credit No. [Insert Letter of Credit Number].

Truly Yours,

Authorized Signature

Name (printed)

APPENDIX E | PROJECT SUMMARY MATRIX

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

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

APPENDIX F | RESIDENTIAL MATRIX

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

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

APPENDIX G | EQUITABLE INCLUSION PRIORITY FORM

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

Signature: _____

Date: _____

Print Name: _____

Title: _____

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

Equity Participation Percentage Table instructions:

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

APPENDIX H | SITE TOUR WAIVER, RELEASE, AND INDEMNIFICATION

I, _____,
(print name)

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

1. I acknowledge that the District of Columbia (the "District") is the owner of the real property known as 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 at an "open house," 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, my heirs, personal representatives, successors, grantees, and assigns, or anyone claiming any interest through me, will bring any legal action whatsoever against the District, its officials, officers, employees, and agents as a result of any damage, injury, loss or death to myself or my property that arises out of my presence on the Property in connection with the tour.

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

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

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

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

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

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

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

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

WITNESS:

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____
