



2 Patterson

Square 0672, Lot 0245

Release Date: June 22, 2018

Submission Deadline: September 7, 2018

Responses are to be sent to the following address:

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



REQUEST FOR PROPOSALS

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

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Questions regarding this Request for Proposals should be submitted via e-mail only to patrick.smith3@dc.gov. Respondents shall not direct questions to any other person within the District of Columbia government except as allowed elsewhere in this RFP. Responses to Respondent questions will be aggregated and posted on the following website: <http://dmped.dc.gov/>.

INTRODUCTION

The Government of the District of Columbia (the “District”), through the Office of the Deputy Mayor for Planning and Economic Development (“DMPED”), seeks to redevelop Lot 0245 in Square 0672, a parcel of land located at 2 Patterson Street, NE (the “Development Parcel” or “Site”, see Figure 1 for Development Parcel Map). The Development Parcel is approximately one acre and sits within the NoMa area of Washington, D.C.

The Development Parcel is zoned D-5, which allows for matter-of-right high density residential and commercial uses including hotel. It is currently vacant and serves as a surface parking lot. Respondents are required to research title to the Development Parcel and incorporate all findings into their development proposals for an “as is” conveyance of the Development Parcel.

DMPED seeks proposals that encompass the goals set out in this RFP, and will consider both matter-of-right and Planned Unit Development (“PUD”) development proposals. DMPED will also consider development proposals that include nearby public or private parcels as part of the proposed project. DMPED will consider proposals that contemplate either a ground lease of 20 years or more or a fee simple transfer where a proposal offers for sale residential units. The proposed development plans should further reflect the important value of this Site to the surrounding community and embody the following characteristics:

- Maximize affordable housing;
- Maximize opportunities for CBE participation;
- Uses that are compatible with, and leverage, surrounding neighborhood development;
- Responsiveness to community and stakeholder preferences;
- Sustainable and energy efficient buildings;
- Minimize public subsidy;
- High architectural design quality; and
- A transit oriented development that reflects the project's close proximity to multiple public transit options.

The Timeline

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

<i>Selection Process Timetable (subject to change)</i>	
1. Issuance of RFP	June 22, 2018
Pre-Response Information Session and Site Visit Location: TBD (will be posted to dmped.dc.gov)	July 12, 2018
2. RFP Response Submission Due Date (3:00 PM ET)	September 7, 2018
3. Selection Recommendation Panel Interviews	September 2018
Community Presentation by Development Team Respondents	October 2018
Request for Best and Final Offer (If Applicable)	TBD
Best and Final Submission Due Date (If Applicable)	TBD
4. Final Selection of Development Team	Winter 2018*

****Subject to change.***

PROJECT DESCRIPTION

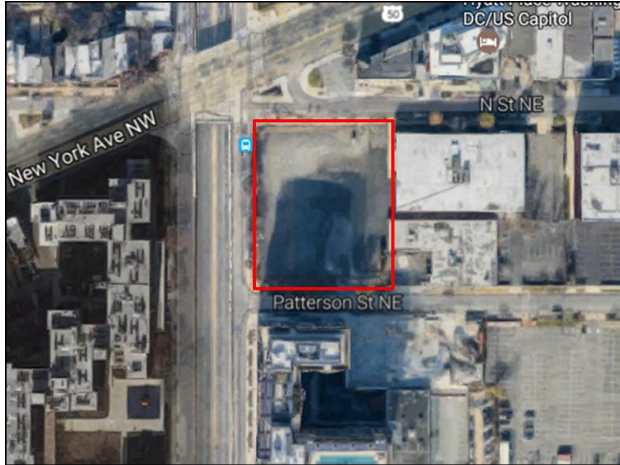


Figure 1: Development Parcel Map (Map not to scale)

Location	2 Patterson Street, NE, Washington DC
Square	0672
Lot	0245
Total Square Footage	42,252 sq. ft. (approximate)
Owner	District of Columbia (DMPED)
Status	Parking lot on a monthly lease
Zone	D-5
Adjacent Stakeholders/Property Owner	2M Street (WC Smith), The Belgard (under construction by Wood Partners), Walker Jones Health Clinic (DC Dept. of Health), Tyler House

Figure 2: Development Parcel Information.

Location: The Development Parcel is located in Ward 6 and bounded by North Capitol Street to the west, Patterson Street to the south, and N Street to the north. The Development Parcel is identified as Lot 0245 in Square 0672.

Frontage, Size, and Shape: The Development Parcel has frontage along North Capitol Street to the west, along Patterson Street to the south, and along N St NE to the north. The Development Parcel consists of approximately 42,252 sq. ft. according to the Office of Tax and Revenue records. The parcel is an unimproved vacant lot and is rectangular in shape.

Visibility/Access: The Development Parcel has good visibility from North Capitol Street and frontage on three public streets: North Capitol to the west, Patterson Street to the south, and N St to the north. See the Transportation Planning Framework section below regarding access.

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

Property Advantages: The Development Parcel is located within the burgeoning NoMa neighborhood and has excellent multi-modal transportation access due to proximity to the NoMa Metro station and multiple bus and circulator lines. The Development Parcel is located within one of the fastest developing areas of the city, with by-right D-5 high density zoning. The Site is within blocks of a full-service Harris Teeter grocery store and mixed-use commercial node along First Street, NE, with several restaurants, and retail establishments.

Neighborhood Context: The Site is on the western edge of the burgeoning NoMa neighborhood, and just south of the Mid-City East area, including the Truxton Circle neighborhood. The Site fronts North Capitol Street, a major transit corridor in close proximity to the US Capitol and Union Station. The adjacent neighborhoods are anchored by a variety of new businesses, offices, and residential development. The NoMa Business Improvement District (“BID”) is an active community stakeholder that helps oversee and facilitate planning and economic development work for the area.

- NoMa:** Located just north of Union Station and only four blocks from the US Capitol, NoMa is rapidly transforming into one of the District’s most exciting mixed-use centers. As each new building in NoMa is constructed, the neighborhood’s emergence as a vibrant mixed-use center comes closer to reality. A block east, First Street, NE, is fast becoming NoMa’s central boulevard — a walkable, tree-lined main street complete with bike lanes, retail and pedestrian amenities anchored by DC’s largest Harris Teeter. A former industrial area, this 35-block neighborhood will soon be home to more than 21 million square feet of high density, mixed-use development, including thousands of new residential units interspersed with high rise office buildings and new hotels, restaurants, shops, and cafes. NoMa has approximately 4,800 completed residential units, another 1,595 currently under construction, and over 6,700 more planned. Many well-known private companies, nonprofits, and government agencies call NoMa home, including CareFirst, Kaiser Permanente, American Medical Association, Mathematica, ATF, EEOC, the Department of Justice, and the U.S. Department of Education.

DISTRICT OF COLUMBIA POLICY GOALS AND REQUIREMENTS

First and foremost, the District requires that any proposed development program be economically viable to construct and operate. Additional District goals and requirements are explained below.

Development Program

DMPED encourages proposals that include the following:

- I. For proposals that include a residential component, maximize affordability (at a minimum, affordability levels must be compliant with the District's Inclusionary Zoning and D.C. Official Code § 10-801, as amended, affordable housing requirements). Residential development should include a mixture of unit types and sizes across multiple income levels and affordable units must be substantially similar to market rate units.
- II. An appropriate amount of parking that reflects the project's proximity to a Metro station and other transportation infrastructure. All project amenities, including any rental of parking spaces, should be offered to affordable units on the same terms as offered to the market-rate units.
- III. A commitment to build to the highest density allowable for the Site.
- IV. Minimize request for District subsidy.
- V. Architectural images of the proposed project to show how it complements the neighborhood character while accommodating necessary uses.
- VI. High level of streetscape design, including building features that directly link to the sidewalk level, promote a pedestrian-friendly and walkable neighborhood character, and a high degree of visual continuity along street corridors.
- VII. For proposals that include a retail component, retail serve the neighborhood and broader areas. Proposals that include preferences for District-based businesses, and/or businesses that hire District residents, are strongly encouraged. Additionally, Respondents are encouraged to include in their proposals retail space for local and emerging businesses.

Planning and Zoning Framework

The Development Parcel has a base zoning of D-5. It is not within a Historic District.

Comprehensive Plan

The Comprehensive Plan Future Land Use Map designates the Site as High Density Commercial. This allows for office uses and a mix of other uses such as residential, hotel, and retail. The *Generalized Policy Map* designates this site as a "Land Use Change Area" within the NoMa/New York Avenue Metro area. Land Use Change Areas are areas where "change to the land use is anticipated." Further, "[a]s Land Use Change Areas are developed, the District aspires to create high quality environments that include exemplary site and architectural design and that are compatible with and do not negatively impact neighborhoods. Programs to avoid and mitigate any undesirable impacts of development of the Land Use Areas upon adjacent neighborhoods should be required as necessary."

The Site is located within the Central Washington Area Element and the NOMA/Northwest One Focus Area. The Central Washington Area Element encourages the protection of established neighborhoods, but also recognizes a need for a variety of housing choices. Targeted policy guidance for the area also includes the following:

- Policy CW-1.1.4: New Housing Development in Central Washington recommends development of high-density housing, particularly in the area north of Massachusetts Avenue, and east of Mount Vernon Square. Ground floor retail and similar uses should be strongly encouraged within these areas to create street life and provide neighborhood services for residents. 1608.5
- Policy CW-1.1.5: Central Washington Housing Diversity recommends the maintenance of low-moderate income housing to keep Central Washington a mixed income community. 1608.6
- Policy CW-1.1.9: Neighborhood Serving Retail in Central Washington Retail in Central Washington recommends providing retail uses that also serve the local neighborhood and should include basic consumer goods like drug stores, and grocery stores, to supplement the major anchors and specialty shops. 1608.10

Comprehensive Plan Update

In spring 2016, the Office of Planning ("OP") launched the second amendment cycle of the 2006 Comprehensive Plan for the National Capital: District Elements. The Comprehensive Plan was last amended in 2011 and is being amended again to ensure that the plan

is responsive to the dynamic changes in the District's population, demographics, and policy priorities. The Comprehensive Plan amendment process is open and transparent and led by robust data collection and public engagement.

OP received over 3,000 proposed amendments, during a three-month Open Call period in 2017, from a broad cross-section of stakeholders, including, but not limited to, residents, community groups, developers, and government agencies. OP completed development of amendments to the Comp Plan's Framework Element and is currently focusing on the Framework Element legislation as it moves through the Council of the District of Columbia (the "Council") deliberations. In the meantime, OP continues its evaluation and reconciliation of the remaining proposed text and map amendments for the Comprehensive Plan. OP will later release additional amendments for public comment and subsequently will submit these amendments as legislation to the Council for approval. To maximize public access to the amendment proposals that OP is currently evaluating, OP has posted all submissions received during Open Call on the [PLAN]DC website, plandc.dc.gov.

Zoning

The Development Parcel is zoned D-5. The purpose of the D-5 zone is to promote high-density development of commercial and mixed uses in areas that had been receiving areas for transferable development rights under Chapter 17 of the 1958 Zoning Regulations. A building with frontage on a designated primary or secondary street shall meet the design requirements on Subtitle I § 602. The D-5 zone is not subject to the Inclusionary Zoning provisions of Subtitle C, Chapter 10 except for new penthouse habitable space as described in Subtitle C §1001.2(d); however, a building in the D-5 zone may generate or use credits in accordance with Subtitle I, Chapters 8 and 9, which explains the credit system relating to Transferable Development Rights ("TDR") or Combined Lot Development ("CLD") rights. The permitted height of a building in the D-5 zone is based on the right-of-way width of the street upon which it fronts. A front setback is not required, except as otherwise required by Subtitle I § 612 in the case of a designated primary street segment.

Information on the Comprehensive Plan and Zoning may be found at the OP website: planning.dc.gov. For additional information regarding zoning for the Development Parcel, please contact Stephen Cochran at OP at (202) 442-8806 or e-mail at stephen.cochran@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 Site. The Site has excellent multimodal transportation access as it is near the NoMa-Gallaudet U. Metro Station and several high-capacity bus routes. Because of this, DDOT anticipates that most people accessing the Site will do so via non-automobile modes. DDOT notes that no vehicle parking is required by the property's existing D-5 zone, and DDOT strongly encourages respondents to take advantage of this benefit. The Site is not served by an alley, and DDOT will not permit access from North Capitol Street or N Street, NE. Any proposed loading or vehicle parking should be accommodated off Patterson Street, NE. DDOT encourages Respondents to maximize safety by locating proposed site access directly opposite the existing garage entry in the building across the street. DDOT also encourages applicants to coordinate with adjacent property owners to consolidate site access by providing connections—or knock-out panels for future connections—between proposed below-grade garages. DDOT is committed to robust Transportation Demand Management ("TDM"). Respondents should discuss any proposed TDM measures to reduce single-occupant vehicle travel to and from the Site.

Additional information on DDOT's policies regarding development review guidelines can be located at DDOT's website: <http://ddot.dc.gov/page/development-review>. For further information, please contact Patrick Reed at DDOT's Planning and Sustainability Division at 202.741.8520 or patrick.reed2@dc.gov. Information regarding TDM can be found at <https://ddot.dc.gov/service/godcgo>, 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 impermanent activities. Physical features that impact the character of public space can include sidewalk paving material, fences and retaining walls, street trees and their spacing, vault spaces, other infrastructure like street lights or curb and gutters, and any building encroachments into the public space. Full restoration of the public space is expected, including installation of sidewalks (minimum 6-feet on Patterson Street and 8-feet on North Capitol Street and N Street), street trees, and the "public parking" zone. Streetscape designs must be consistent with the NoMa Streetscape Guidelines. If a curb cut is requested, it is expected to be from Patterson Street and comply with all applicable DDOT standards. DDOT notes that there are existing street trees on Patterson Street. A permit is required to remove a tree between 44" & 99.9" in circumference, and any tree greater than 100" in circumference is designated as a Heritage

Tree and cannot be removed. Respondents should consider and account for the critical root zones of existing trees. Trash storage will need to be accommodated on-site and not in public space, and designs for loading areas should allow front-in front-out access for any vehicles needing to access the site. DDOT expects utility vaults be placed on private space. Respondents may refer to the District of Columbia Municipal Regulations and DDOT's Design and Engineering Manual for specific controls of public space. A summary can be found in DDOT's Public Realm Design Manual. For further information, please contact Patrick Reed at DDOT's Planning and Sustainability Division at 202.741.8520 or patrick.reed2@dc.gov.

Community & Stakeholder Outreach

The success of any development project hinges on the inclusion and support of the local community. Respondents are strongly encouraged to work with the Advisory Neighborhood Commission (ANC) 6C and local community groups and area residents to understand how the community's goals can be met in the Respondents' proposals. The building design should demonstrate architectural excellence, consistent with the surrounding buildings, and be open and inviting as a compliment to the existing and new developments in the surrounding area. Proposals should consider and incorporate stakeholder and community preferences, to the extent feasible and practical.

Affordable Housing

In the District's efforts to provide a greater number of Affordable Dwelling Units (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 AMI (defined below) levels that are required by the Inclusionary Zoning provisions of the District of Columbia Zoning Regulations (11-C DCMR §§ 1000 *et seq.*), as applicable, and D.C. Official Code §10-801 (<https://code.dccouncil.us/dc/council/code/sections/10-801.html>). Under §10-801, responses proposing 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 long-term ground lease proposal. Respondents must ensure that their responses comply with all applicable District of Columbia laws including, but not limited to, §10-801.

Affordable rental and for-sale units shall be delivered and administered in accordance with an affordability covenant to be entered into with the District and recorded against the Development Parcel. Among other provisions, the affordability covenant will provide that any buildings containing residential units shall have a proportional distribution of unit types and sizes across multiple Area Median Income ("AMI") (also known as "Median Family Income" or "MFI") levels, so that ADUs are not clustered in any portion (floor, section, or tier) of the development. Market-rate and/or ADUs targeting senior citizens are considered an eligible residential use and must conform to the same affordability standards applicable to other residential unit types. All project amenities, including any rental of parking spaces, shall be offered to ADUs on the same terms as offered to the market-rate housing units.

As part of the response, each Respondent shall use the 2017 Inclusionary Zoning Maximum Income, Rent, and Purchase Price Schedule effective as of October 6, 2017 that may be found in Appendix F and at the following link: https://dhcd.dc.gov/sites/default/files/dc/sites/dhcd/publication/attachments/IZ%20Income%20Schedule%20as%20of%20October%206%202017_1.pdf.

While Appendix F presents the most recent published data, new AMI data is published annually and is subject to change. All rent payments collected by the future property owner from the tenants or third parties on behalf of tenants may not exceed the Maximum Allowable Rent for an ADU. The initial sales price for an ADU may not exceed the Maximum Allowable Sales Price for ADUs.

While the maximum prices and rental rates for 2017 are identified in Appendix F, each Respondent should conduct its own research into sub-market residential for sale and rent prices to ensure their estimated affordable unit rent or purchase prices are well below the market rates. Respondents that contemplate using a federal or local source of gap financing, such as Housing Production Trust Fund (HPTF) or Low Income Housing Tax Credit (LIHTC), should propose rents or purchase prices that are no more than the lowest applicable income limit. HPTF program limits are published by the D.C. Department of Housing and Community Development ("DHCD") and are available here: <https://dhcd.dc.gov/publication/2017-housing-production-trust-fund-hptf-program-limits>.

Respondents' financing proposals should seek to cross-subsidize any affordable units proposed with income generated from other uses in the project, such as market-rate units or commercial development. If a Respondent's proposed project has a financing gap due to the affordable units, the Respondent should conduct a residual land value analysis and reduce its proposed ground lease payments or purchase price for the Development Parcel to an amount that will allow the project budget to absorb the cost of the affordable units, without the need for additional subsidy or direct investment from the District.

If a Respondent proposes more than the minimum amount of required affordability or determines that the minimum requirement is not financially feasible even after reducing its proposed ground lease payments, the Respondent may submit a financing plan that assumes: (a) 4% Low Income Housing Tax Credit and Tax Exempt Bond financing from the D.C. Housing Finance Agency (“DCHFA”) or (b) Housing Production Trust Fund (“HPTF”) or 9% Low Income Housing Tax Credit financing from DHCD.

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

DHCD accepts applications for HPTF and 9% Tax Credit 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) and any proposal to DMPED that assumes an award of HPTF or 9% LIHTC financing should factor this uncertainty and timeline into their proposal.

The amount of HPTF and 9% Tax Credit 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 (81-120% of MFI), market-rate units, or non-residential units. Respondents who intend to later apply for DHCD financing through the Consolidated RFP must become familiar with the selection criteria and underwriting guidelines contained in DHCD’s most recent Consolidated RFP, available on dhcd.dc.gov. The Respondent’s response to DMPED must demonstrate a financing plan that will be competitive for DHCD funding and adheres to all applicable DHCD underwriting guidelines.

Additional District resources for affordable housing, such as Local Rent Supplement Program (LRSP) operating subsidy from the D.C. Housing Authority, 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 DHCD’s Consolidated RFP.

Separate from the 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. Respondents who propose a non-residential use should not assume CDBG financing as part of their proposal.

Sustainability and Green Building Requirements

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

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

In order to meet the Green Building Act of 2006 and allow flexibility for the development team to program the Site for uses beyond residential, the project shall be developed to LEED Silver or above. This is the substantially similar standard to Enterprise Green Communities.

In addition to the Green Building Act of 2006, Respondents are encouraged to demonstrate that they incorporate solar photovoltaics in their project and maximize their rooftop generation potential to the extent allowable by District of Columbia codes and regulations. Respondents must also demonstrate the energy benefits of the renewable energy generated on-site are serving low-income households to meet the goals of the Solar for All program, a District-wide initiative to serve 100,000 low-income households with solar in an effort to reduce these households’ energy burden by 50%.

The 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, in order to achieve the targets set forth in the Sustainable DC Plan, the District plans to lead by example and give special consideration for projects that are exceeding the basic legal requirements and forging a path towards true sustainability.

Therefore, Respondents are 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 higher; OR
- Surpass basic LEED certification by one or more of the following strategies:
 - 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 onsite and/or from newly installed renewable energy in the region);
 - zero waste (meaning above 90% diversion of waste both during construction and when occupied); and/or
 - retain stormwater volume for the 1.7 inch rain event, and collect and reuse of rainwater and greywater onsite; OR
- Design and construct the project to achieve either full or petal certification under the Living Building Challenge program. The Living Building Challenge is the most rigorous building performance standard. Projects achieving full certification demonstrate a connection to nature and place, net-positive energy generation, net-zero water use, healthy and active design, integration of ecologically responsible material, and equitable development strategies.

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

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

For more information, contact Jay Wilson of the Department of Energy and Environment’s Urban Sustainability Administration at (202) 535-2460, jay.wilson@dc.gov.

First Source

Pursuant to Official D.C. 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 and Mayor’s Order 83-265, one of the primary goals of the District is the creation of job opportunities for District of Columbia residents. Accordingly, the Respondent selected by the District to negotiate a disposition agreement shall enter into a First Source Agreement, prior to execution of a disposition agreement, with the Department of Employment Services (“DOES”). Collective bargaining agreements shall not be the basis for the waiver of these requirements. Respondents must sign the Form of Acknowledgement attached as Appendix A and submit it as part of their response to this RFP.

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: <http://does.dc.gov/service/apprenticeships>. Please contact Terry Kenner at DOES at 202-698-5849 or terry.kenner2@dc.gov should you require additional information.

Certified Business Enterprises

The Respondent selected by the District to enter into a disposition agreement shall comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Act of 2005, D.C. Official Code §§ 2-218.01, et seq., as amended (“CBE Act”). Pursuant to D.C. Official Code §10-801(b)(6) and the CBE Act, the selected Respondent shall subcontract to Small Business Enterprises (“SBEs”). The District’s Department of Small and Local Business Development (“DSLBD”) determines which entities qualify as SBEs, CBEs, Small Investors, Disadvantaged Investors, and Certified Equity Participants pursuant to the CBE Act.

Respondents are encouraged to exceed the District's SBE/CBE subcontracting and participation requirements. Respondents must sign the Form of Acknowledgment attached as Appendix A and submit it as part of their response to this RFP.

Davis Bacon

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

Hotel Uses

A Respondent whose response contemplates a hotel use within the building will be required to enter into a Labor Peace Agreement as required under Hotel Development Projects Labor Peace Agreement Act of 2002, D.C. Official Code §§ 32-851, *et seq.*, with any labor organization that seeks to represent employees involved in hotel operations at the Site as a part of its response to the RFP. "Labor Peace Agreement" means a written agreement between the Respondent and the labor organization that contains, at a minimum, a provision prohibiting the labor organization and its members from engaging in any picketing, work stoppage, boycott, or other economic interference with the Respondent's operations or the project. The requirement above shall be included in any request for proposals or similar solicitations by the Respondent that pertains to hotel operations at the Site.

Minimum Ground Lease Terms

The District has provided more information about the disposition structure from Respondents in the "RFP Process" section of this RFP. A ground lease with a term in excess of 15 years (inclusive of options) will require authorization of Council in accordance with D.C. Official Code § 10-801, prior to the District's execution or contractual obligation to transfer the Development Parcel to the selected Respondent. Respondents should be aware that the Mayor's request for Council authorization must be accompanied by an appraisal, a summary of economic factors considered, and justification for the financial terms negotiated in the ground lease.

The Respondent shall be solely responsible for the costs of redevelopment, remediation, and future operation of the Site. The Respondent shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the Site, including, if applicable, possessory interest tax assessed under D.C. Official Code § 47-1005.01. To the extent the disposition of the Site to the selected Respondent is by ground lease, upon the expiration or early termination of the ground lease, all present and future alterations, additions, renovations, improvements and installations located on or within the building shall be deemed to be the property of the District and, upon the tenant's vacation or abandonment shall remain upon and be surrendered with the property. All movable goods, inventory, office furniture, equipment, trade fixtures and any other movable personal property belonging to tenant that are not permanently affixed to the building shall remain the tenant's property. DMPED will not be providing any public subsidy to fill any funding gaps or shortfalls.

SOLICITATION PROCESS

DMPED is releasing this Request for Proposals (RFP) on behalf of the Government of the District of Columbia. The RFP is posted on DMPED's website: <http://dmped.dc.gov/page/2Patterson>

Pre-Response Information Session and Site Visit

DMPED will conduct an information session and introductory site visit on July 12 at 2:00pm. The location for the information session will be posted to the DMPED website. Attendance at this session is strongly recommended for all Respondents.

The tentative schedule for the Pre-Response Information Session and Site Visit is as follows:

- 2:00 pm – 2:15 pm: Arrive and Check-in
- 2:15 pm – 3:00 pm: Information and Q&A Session
- 3:00 pm – 3:30 pm: Site Walk

Respondents can RSVP by July 10 by emailing Patrick.smith3@dc.gov with the name, organization, phone number, and email address of the attendee(s).

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

RFP Proposal Submission Requirements

Proposals are due by Friday, September 7, 2018 at 3:00 PM Eastern Standard Time.

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

Format

All responses must meet the following format requirements:

- Responses shall be prepared on 8 ½" x 11" letter-size paper, spiral bound length-wise, with tabs to separate sections.
- Responses must respond to each RFP item in the order outlined below in the “Proposal Contents” section. Each sub-section must be separated by tabs with sub-section headings.
- Responses must not exceed a total of forty pages on twenty sheets of double-sided paper, excluding appendices.
- Five (5) hard copies shall be submitted to DMPED and one (1) electronic copy uploaded on the project webpage.

Proposal Contents:

Tab 1: Transmittal Letter

Respondent shall provide a Transmittal Letter with its response. The Executive Summary should highlight key components of the Respondent’s response. In particular the Executive Summary should (1) articulate the vision for the Site, which identifies any proposed uses and tenant(s); (2) discuss how the District and surrounding neighborhood will benefit from the proposed project (i.e., economic impact, job creation, etc.); and (3) describe how the proposed project fits within the existing neighborhood fabric. The summary should not exceed two (2) 8.5x11 pages.

Tab 2: Project Team

Respondent Team Identities & Details

The Respondent’s Project Team should be introduced and described. The “Project Team” is defined as the lead developer plus any other developers, tenants, and key team members, such as architects, engineers, contractors, lenders, attorneys, historians, etc. who are critical for consideration by the District.

Respondents shall identify the following key team entities:

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

For each team entity identified in the section above, Respondent shall provide the following information for the point-of-contact at each entity:

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

Email Address	<i>Business email address</i>
Title	<i>Business title</i>

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

Tab 3: 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 the team members' entities or affiliates (listed above in "Respondent Team Identities & Details").

Evidence Regarding Tax Liabilities

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

Evidence Regarding Litigation

Respondent shall provide a statement regarding any ongoing, or knowledge of any threatened, litigation in which the District is a party that relates to any team member, affiliate, or to any other entity or individual having a controlling interest in the entity (or entities) that comprise 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.

Tab 4: Organizational Documents

Organization Status

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

Organizational Chart and Bios

Respondent shall provide an organizational chart of the development team and 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 the project 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 bios of all the key personnel from the Respondent's team who will be working on the project and outlining relevant experience.

Evidence Regarding Creation of Respondent

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

Tab 5: Qualifications and Experience

Respondent shall exhibit its ability to deliver an economically viable project by identifying three (3) urban infill development projects comparable to the scale and program of Respondent's proposed project, with which the Respondent or its key personnel have had primary involvement. Respondent should include past projects that have a comparable mixed-use component. For each relevant project, Respondent shall identify the following:

- i. Development team name;
- ii. Project name or title;
- iii. Location or address of project;
- iv. The names and contact information for team members involved in the project, along with a description of each party's role in the project;
- v. Description of project, including use(s), total square footage and number of units, keys, etc. (if applicable);

- vi. Period of performance;
- vii. Estimated total development costs, if project is not yet complete, OR actual total development costs, if project is complete;
- viii. Projected groundbreaking and completion date, if project is not yet complete, OR actual groundbreaking and completion date, if project is complete;
- ix. Proposed OR actual financing structure of the project;
- x. If applicable, description of experience in obtaining LEED or Green Communities certifications. Highlight in particular expertise in the areas of energy efficiency, on-site clean energy generation, green roofs, and/or environmentally friendly technologies.
- xi. Illustrative materials that will help the District evaluate the caliber, innovation and relevant experience of the Development team; 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.

Tab 6: Project Concept

Respondent shall identify and describe in detail the elements of its proposed development. The Respondent must submit at least one development program along with the construction schedule. This development program (or an alternate program, if provided) will serve as the basis for evaluation. Respondent is encouraged to describe in detail how it believes the development program meets or exceeds the District's goals and objectives. Respondent shall include the following:

- I. A project narrative indicating the scope of work, scale, and character of the project, and proposes proposal of solution(s) to any potential obstacles to development discovered in the Respondent's title report and other due diligence investigation of the Development Parcel;
- II. The 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 response;
- III. The estimated achievable gross floor area below and above grade (on-site FAR);
- IV. A visual representation of the proposed development and schematic plans that include basement plan, ground floor plan, typical floor plan, and roof plan and elevations of front, side, and rear views. Such visual representation need not be elaborate or costly, but should offer DMPED a clear picture of the proposed completed project. If possible, Respondent should provide color renderings or three-dimensional graphics for better understanding of the proposed project;
- V. A summary of 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. The gross square footage for all different types of program uses, including all above and below grade parking space. For retail space, total gross square footage, the number of bays and the intended type of retail tenant must be specified;
- VIII. Parking and loading plans, including access points. The project's transportation and parking strategy, taking into account the Development Parcel's location close to multiple Metro Stations and bus stops, and major transportation corridor;
- IX. A Landscape plan showing the typical landscape materials planned to be used on the property and in the public realm, including street furnishings, lighting, landscape and streetscape elements;
- X. A proposed project timeline for the design, construction and occupancy periods, including any phasing of the development;
- XI. The proposed development schedule (see Reservation of Rights & Miscellaneous provisions) and related contingencies, if any, given DMPED's stated desire to deliver a quality project within the shortest amount of time;
- XII. A management plan for proposed housing and/or commercial space. The name of the management company, a company profile and a description of services, to include experience in affordable housing, shall be provided; and
- XIII. A description of any proposed additional project or neighborhood related amenities.

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

Tab 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 or sold in accordance with an affordability covenant to be entered into with the District. Among other provisions, the affordability covenant will provide that any building containing residential units shall have a proportional distribution of unit types and sizes across multiple AMI levels, so that ADUs are not clustered in any portion (floor, section, or tier) of the development. Market rate 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, Respondents shall provide a description of the following:

- The project's impact on the District's affordable housing goals and other economic development objectives;
- The integration of the ADUs within Respondent's proposed development plan. ADUs must be dispersed, not clustered, throughout the residential component(s) and mixed with market-rate units, if any;
- The rent projections or proposed sales prices for each ADU unit type, which shall be consistent with the Maximum Allowable Rent or Maximum Purchase Price amounts shown in Appendix F;
- The number and total percentage of ADUs by AMI and unit size type and the amount and percentage of square footage devoted to ADUs; and
- The Respondent's proposed strategy for the marketing, operating, and administering of ADUs in its project.

Tab 8: Project Budget Sources and Uses

Respondent shall provide a "Sources and Uses" analysis that shall include the following, at a minimum:

- 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, and acquisition and financing costs.
- 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, tax credit amounts and pricing, and all other relevant source information) for the payment of the uses in the project.

The sources and uses statement should not show any gaps or shortfalls. DMPED will not be providing any public subsidy to fill any funding gaps or shortfalls.

Tab 9: Project Development and Operating Pro Forma

In order 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 building from pre-development through stabilization and for 10 years beyond the projected stabilization year. At a minimum, the pro forma should 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 should be clearly stated.

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

Tab 10: Proposed Financing Strategy

In determining economic feasibility, Respondent should take into account all available sources of financing (e.g., tax credits) or other private or federal assistance that may benefit the project. DMPED will not guarantee any public subsidy to fill any funding gaps or shortfalls, and the Respondents will 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 the 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.

Tab 11: Financial Capacity

DMPED seeks to evaluate Respondents' ability and willingness to invest sponsor equity and self-fund project predevelopment costs (***Respondents are hereby put on notice that all such money expended is at the sole risk of the Respondent and under no circumstances shall the District be responsible to reimburse the same***). Therefore, Respondent shall include the following items:

- i. A description of the financial capacity of Respondent's team 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 of the Development Parcel and construction of the project.

Tab 12: Project Schedule

Respondent shall identify and describe a timetable and milestones from award through project completion. Respondent is required to complete and submit with its response a completed "Schedule of Performance" in the form attached in Appendix C.

Tab 13: Statement of Minimum Terms

Respondent shall complete the Statement of Minimum Terms attached as Appendix D, which shall serve as the basis for negotiations of a disposition agreement with the selected Respondent. Respondent may propose both or either of a ground lease and/or the purchase of the fee interest of the Development Parcel for the District's consideration.

Tab 14: Community & Stakeholder Outreach

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

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

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

First Source & Certified Business Enterprises

Respondent must complete the Form of Acknowledgement attached as Appendix A. Please refer to the "District of Columbia Policy Goals & Requirements" section of this RFP for details regarding the First Source Agreement and the Certified Business Enterprise Agreement that the selected Respondent shall enter into with the District.

Local Hiring & Opportunities

Respondent is encouraged to incorporate in their response the following:

- i. *Employment and business opportunities for local residents and businesses.*
If included, Respondent will 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.*
- ii. *Opportunities for District neighborhood-based business to participate in the project.*
If included, Respondent will 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.

Tab 16: Hotel Uses (if applicable)

A Respondent whose response contemplates a hotel use shall enter into a Labor Peace Agreement as required under the 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 Site as a part of its response to the RFP. Respondents shall provide a copy of the executed Labor Peace Agreement.

“Labor Peace Agreement” means a written agreement between the Respondent and the labor organization that contains, at a minimum, a provision prohibiting the labor organization and its members from engaging in any picketing, work stoppage, boycott, or other economic interference with the Respondent’s operations or the project.

Tab 17: Response Summary for Distribution to the Community

Respondent shall provide a summary of its response that may be shared with the local community and stakeholders. The summary should not exceed two (2) 8.5x11 pages and should include at a minimum, but not limited to, the following:

- Development team members introduction,
- Design of the proposed project, and
- Development program; to include planned retail use, and residential mix and unit size, if applicable.

Development RFP Deposit

Amount: \$50,000
Format: Standby, irrevocable letter of credit (See Appendix E for form.)
Due At: RFP response submission

Conditions: If a Respondent’s response is not selected, the letter of credit shall be returned to the Respondent. If a Respondent’s response is selected, the letter of credit will only be returned upon Closing, pursuant to the terms of the executed disposition agreement.

Submission Directions

Five (5) hard copies of the response (all marked “COPY”), one (1) electronic version of the response, and the RFP deposit shall be submitted **by 3:00 P.M. on Friday, September 7, 2018**. The electronic files, including but not limited to a PDF of the response and the Microsoft Excel pro forma, shall be uploaded to the Box link at the bottom of the project webpage here: <https://dmped.dc.gov/page/2-patterson-street-ne-request-proposals-rfp>.

Uploaded electronic files should use the following naming convention: “2 Patterson 2018 RFP Response – [Team Name] – [File Type]-[Date]”.

The hard copies and RFP deposit must be marked with “2 Patterson RFP - [Team-Name]” on the box or envelope and delivered to the following address by the submission deadline above:

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

EVALUATION PROCESS

Selection Recommendation Panel

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

Evaluation Criteria

Responsive proposals will demonstrate that the Respondent has (i) a proposed use or uses for the Site that is consistent with the District's Policy Goals and Requirements, and (ii) the financial capacity and ability to successfully close the transaction and offer an attainable redevelopment timeline to convert the Site to its optimal utility.

Among other factors, responses will be evaluated for completeness, market feasibility, innovative ideas, strength of community benefits, and the strength of the financial response. The basis upon which Respondents will be measured includes, but is not limited to, the following:

Attainment of District Goals

The District will more highly rate proposals that:

- i. Maximize affordable housing in line with the District's Policy Goals and Requirements;
- ii. Maximize the economic value to the District;
- iii. Respond to the goals and objectives of the Comprehensive Plan;
- iv. Improve the quality of life for the surrounding neighborhood;
- v. Address stakeholder concerns and requirements;
- vi. Provide employment opportunities for local residents and businesses; and
- vii. Provide contracting opportunities for CBE certified businesses.

Additionally, the District will give strong consideration to Respondents who achieve and exceed the above District policy goals by:

- i. Maximizing the overall economic benefit to the District, including:
 - Maximizing the development envelope such as through assemblage of adjacent land parcels or modification of current zoning;
 - Maximizing value to the District through land value proceeds (paid by Respondent to the District) and incremental property and sales taxes; and
 - Maximizing community benefits, including affordable housing and job creation and/or apprenticeship programs for District of Columbia residents, particularly for residents within 1-mile of the Site.
- ii. Seeking 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.
- iii. Providing District and Ward 6 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.

Development Vision

Respondents should propose innovative, market-viable ideas for redevelopment of the Development Parcel. DMPED encourages Respondents to consider, in their development vision, the District's goals with respect to promoting vibrant, walkable, mixed-use neighborhoods and commercial corridors with a high quality of building and site design. Respondents whose proposals satisfy the following criteria may be eligible for higher ratings by:

- I. Promoting a vibrant, walkable, community;
- II. Achieving high architectural design quality to this important gateway site while maximizing density;
- III. If appropriate, creating strong retail activity on the parcel; and
- IV. Providing a sustainable development that has minimal impact on the environment and achieves higher LEED certifications.

Qualifications and Experience of Respondents

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

- I. Demonstrating through entity experience and expertise of proposed key personnel that they are qualified to execute the proposed development plan;
- II. Having successfully served in lead developer roles for completed projects of a similar scale and scope to the project proposed by Respondents; and

- III. Providing evidence of sufficient organizational and financial capability to ensure successful and timely delivery of the project.

Project Financial Feasibility and Team's Financial Capacity

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

- i. Demonstrate that they possess the financial resources to execute the project requirements;
- ii. Provide an estimated construction budget prepared by a third-party general contractor or cost estimator.
- iii. Provide realistic and achievable funding plans, including sources and uses tables and multi-year pro-forma development budgets (pre-development through 10 years post-stabilization);
- iv. Display a willingness to provide the District with fair consideration for its real property assets. Land payment(s) to the District will be strongly considered;
- v. Demonstrate significant investments of "at risk" capital during the pre-development and development process; and
- vi. Exhibit a willingness to provide the District with a meaningful payment and performance guaranty through final project completion from a guarantor with appropriate financial capacity.

Announcement of Short List

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

Final Selection & Notice

Following receipt of any additional information, if requested, DMPED may submit, in its sole and absolute discretion, one or more responses, as modified through any negotiations, to the Mayor as a recommendation. The Mayor, in her absolute discretion, may accept the recommendation. Upon acceptance of a recommendation by the Mayor, DMPED shall notify the selected Respondent(s), if any. Ultimately, the Mayor will submit the proposed transaction to the Council for its approval in accordance with applicable law (see the "Disposition Agreement & Approval" section in this RFP for more details).

DMPED reserves the right, in its sole and absolute discretion, to reject any response it deems incomplete or unresponsive to the submission requirements. DMPED also reserves the right, in its sole and absolute discretion, to reject all responses and re-advertise at a later date. If a submission is deemed incomplete or if a response isn't selected, then DMPED will return the subject Respondent's letter of credit.

DMPED reserves the right to make the final development selection on the basis of initial responses without discussions with the Respondents. Accordingly, Respondents' initial responses should contain their best terms from the standpoint of the evaluation factors identified in this RFP. However, DMPED also reserves the right, in its sole and absolute discretion, to conduct discussions with all, or some, of the Respondents and solicit revised responses and best and final offers ("BAFO") in order to make the final selection on the basis of such revised proposals.

Post-Selection Due Diligence

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

Disposition Agreement & Approval

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

The District, through DMPED, and the selected Respondent will attempt to negotiate in good faith a disposition agreement which shall incorporate the requirements contained in this RFP, the Term Sheet (see Appendix D), and such other terms as may be required

by DMPED or may be agreed to by DMPED and the selected Respondent. Upon completion of the parties' negotiation, DMPED will recommend such Respondent and proposed business terms to the Mayor. If the Mayor agrees with DMPED's recommendation, then the Mayor will submit the proposed transaction to the Council for its approval of the disposition of the property in accordance with D.C. Official Code § 10-801. **In accordance with D.C. Official Code § 10-801, the District is not authorized to convey or lease any real property unless and until the disposition is authorized by the Council.**

TRANSACTION TERMS

Site Condition

As-Is Condition

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

Soil or Subsurface Conditions

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

Environmental Remediation

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

Predevelopment and Development Costs

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

- **Respondents shall be solely responsible for all pre-development (including 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.**
- Respondents shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time.

DMPED expects the selected Respondent to proceed immediately with predevelopment work upon selection and execution of a right of entry in order to meet the dates in the Schedule of Performance submitted as part of its response. All funds expended by Respondent on due diligence and predevelopment work during negotiation with the District shall be at its sole cost and risk; 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 the project is not successfully completed.

RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

Reservation of Rights

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

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

Conflicts of Interest

Disclosure

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

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

On-going Reporting

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

Miscellaneous Provisions

Notice of Modifications

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

Change in Respondents' Information

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

Ownership and Use of Responses

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

Restricted Communications

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

Confidentiality

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

If Respondents provide information that they believe is exempt from mandatory disclosure under FOIA ("exempt information"), Respondents shall include the following legend on the title page of the response:

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

In addition, on each page that contains information that Respondents believe is exempt from mandatory disclosure under FOIA, Respondents shall include the following separate legend:

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

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

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

Non-Liability

By participating in the 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 the District selects a Respondent and executes a disposition agreement with such Respondent and the Respondent does not proceed with the project, then the Respondent must notify the District in writing and provide reasons for its decision. The selected Respondent wishing to withdraw may be subject to the loss of part or all of any deposits previously provided to the District and may be responsible for certain costs previously waived by the District, in addition to any other remedies available to the District under the disposition agreement, or by law. If the District is unable to convey the Development Parcel for any reason, all deposits will be returned to the Respondent and the District shall be released from any and all further liability.

“Stand-Alone” Projects

The development of the Site is expected to be a “stand alone” project, in that Respondents are prohibited from cross collateralizing and cross defaulting the Site, or any portion thereof, with any other assets. Moreover, Respondents are prohibited from assigning, pledging, hypothecating, or otherwise transferring its interest in the net cash flows or ownership in the Site and project in part, or in whole, without prior District approval. Any additional debt shall require prior written District approval.

Disclosure of Fees

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

Restrictions

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

- i. All Respondents, and their members, agents, and employees, are prohibited from: (i) making responses of employment, (ii) conducting any negotiations for employment, (iii) employing, or (iv) entering into contracts of any sort, with current employees, consultants, or contractors of the District who are personally and substantially involved in any aspect of this RFP;
- ii. Respondents must disclose in their initial responses the names of any member, employee, or agent who were District employees, consultants, or contractors to the District within the three (3) years prior to the publication of this RFP. On a continuing basis, Respondents will be required to provide the District with regular and periodic notices of any and all new hires of employees, contracted agents, or consultants within five (5) days of any such hire;
- iii. This provision shall apply to all Respondents during the conduct of this competition, and will subsequently apply to the selected Respondent until such time as final completion of the development of the project;
- iv. Required disclosures and notices notwithstanding, failure to comply with any obligation described in this provision may result, in the District’s sole and absolute discretion, in a Respondent’s disqualification from consideration under this RFP, the rescission of a Respondent’s award, and/or termination of any agreement between a Respondent and the District.

QUESTIONS

All questions regarding this RFP must be submitted via e-mail only to Patrick.smith3@dc.gov. Respondents 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 DMPED website: <http://dmped.dc.gov/> prior to the submission deadline.

APPENDIX A | FORM OF ACKNOWLEDGEMENT

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

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

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

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

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

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 located at 2 Patterson Street, NE, known as Lot 0245 in Square 0672, and 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 the RFP an opportunity to view the Property in which the potential applicant is interested at an "open house". I acknowledge and understand 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:

_____, 2018 from _____ AM / PM – _____ AM / PM

4. I agree to strictly 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 acknowledge the Property may be, either entirely or in part, in a state of disrepair or otherwise hazardous. I hereby assume all risks and accept full responsibility for any and all damage to myself or others arising from or related to my presence on the Property in connection with the tour. I understand and agree that neither I, nor my heirs, personal representatives, successors, grantees, and assigns, or anyone claiming any interest through me, will bring any legal action whatsoever against the District, its officials, officers, employees, and agents as a result of any damage, injury, loss, or death to myself or my property that arises out of my presence on the Property in connection with the tour.

6. I hereby indemnify and hold harmless the District, and 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, or 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 and there shall be added automatically as part of this Release a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

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: _____

(To be completed and submitted with response)

Milestone	Completion Date	Party Responsible
Final Selection of development team & Notice	Winter 2018	DMPED
Submission of Disposition Agreement and supporting exhibits for Council approval		DMPED & Developer
Execution of Disposition Agreement (subject to Council approval of surplus and disposition legislation)		DMPED & Developer
Submission of Disposition Agreement Payment		Developer
Submission of Application to the Zoning Commission (if applicable)		Developer
Permit Drawing Submission to DMPED		Developer
Permit Drawing Submission to DCRA		Developer
Building Permit Issuance		Developer
Closing and Submission of Closing Payment (maximum of two years from Council approval)		Developer
Construction Commencement		Developer
Substantial Completion of Construction		Developer
Certificate of Occupancy Issued		Developer

APPENDIX D | STATEMENT OF MINIMUM BUSINESS TERMS

Disposition of 2 Patterson Street NE
(Square 0672 Lots 0245)

Lessor/Seller	Government of the District of Columbia, acting by and through the Deputy Mayor for Planning and Economic Development (the “ District ”)
Lessee/Purchaser/Developer	Entity Name: _____
Description of Real Property	The parcels of land known for tax and assessment purposes as Lot 0245 in Square 0672 (the “ Development Parcel ”).
Disposition Structure	<p>The Development Parcel may be conveyed by the District to the selected Respondent (“Developer”) via a ground lease term of no less than 15 years under D.C. Official Code § 10-801(b)(8)(C), or</p> <p>The Development Parcel may be conveyed by the District to the Developer in fee (via Special Warranty Deed) pursuant to D.C. Official Code § 10-801(b)(8)(F).</p> <p>Developer proposes the following Conveyance Structure: _____</p>
Disposition Timeline	The disposition timeline must be consistent with D.C. Official Code § 10-801, and is to occur within two years of Council authorization of the disposition.
Disposition Agreement Payment	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 \$ _____, which is equal to ten percent (10%) of the Purchase Price (if acquiring fee title) or ten percent (10%) of the appraised land value (if entering into a ground lease) (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.
Annual Base Rent Escalation	Annual base rent shall increase by ___% on (i) the ___ anniversary of the Closing date and (ii) shall increase ___% 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 10th 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 (x) 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, multiplied by (y) ____ [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 Property 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’s obtaining financing and equity to fund 100% of the development.

	<ul style="list-style-type: none"> • Developer's 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. • Developer having received all necessary permits 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 Development Program pursuant to a project funding plan (approved by the District). The District shall not be obligated to extend any loan to Developer or grant any funds to Developer in connection with the financing of the Development Program by Developer, and the District shall incur no liability whatsoever should Developer fail to obtain or close on financing for the Project.
Affordable Housing	In the event that the Development Parcel are being developed as a residential project, the District requires the Developer to comply with the requirements of the Inclusionary Zoning program, as applicable, and D.C. Official Code §10-801. Respondent proposes ____% of the housing units will include affordable units, with ____% at ____% AMI; ____% at ____% AMI; ____% at ____% AMI.
Green Building Requirements	Developer shall construct the project improvements in accordance with the <i>Green Building Act of 2006</i> , D.C. Official Code § 6-1451.01, <i>et seq.</i> (2007 Supp.) and DC's Stormwater Management Program stated in 21 DCMR, Chapter 5. 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; the appropriate LEED certification level per to 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 per to the requirements of the Green Building Act for the Improvements once construction has been completed. Complete per proposal: Developer proposes to deliver a project with the following sustainability considerations/green building level: _____
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 & Use Covenant and, if applicable, the Affordable Housing Covenant, to be attached to the Disposition Agreement, which may be amended with the approval of the District.

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

RESPONDENT:

BY: _____

Name:

Title:

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: 2 Patterson

Ladies and Gentlemen:

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

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

This Letter of Credit shall automatically renew for a one year term upon the Anniversary of the expiry date set forth above (The "Anniversary Date") until [insert date] unless (i) earlier released by Beneficiary in writing or (ii) Issuers delivers written notice to both Applicant and Beneficiary that this Letter of Credit will not be renewed on the Anniversary Date upon which this Letter of Credit will no longer be renewed. Notwithstanding any terms and/or conditions to the contrary, this Letter of Credit will expire no later than [Letter of Credit month, day, and year of expiration].

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

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

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

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

Should you have occasion to communicate with us regarding the Letter of Credit, kindly direct your communication to the attention of Letters of Credit Dept. to the address aforementioned stating as reference our Standby Letter of Credit Number [Insert Letter of Credit Number].

Truly Yours,

Authorized Signature

Name (printed)

