

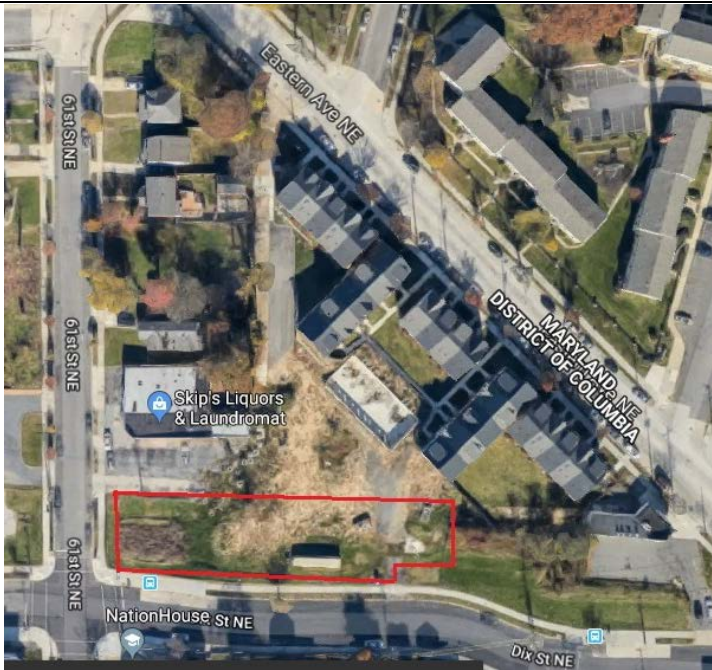
# Eden Place Phase 2

Dix Street, NE | Square 5260, Lots 0840\*, 0841, 0842, 0843, 0844, 0845, 0846, 0847, 0848, 0849, 0850, 0851, 0852, 0853, 0854, 0855, 0856

Release Date: June 22, 2018  
RFP Proposal Submission Deadline: September 14, 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: Dion Townley, Project Manager



## REQUEST FOR PROPOSALS

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



- INTRODUCTION ..... - 2 -
- PROJECT DESCRIPTION ..... - 3 -
- DISTRICT OF COLUMBIA POLICY GOALS AND REQUIREMENTS .... - 4 -
- SOLICITATION PROCESS ..... - 11 -
- EVALUATION PROCESS..... - 17 -
- TRANSACTION TERMS..... - 19 -
- RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS..... - 21 -
- QUESTIONS..... - 23 -
- APPENDIX A | FORM OF ACKNOWLEDGEMENT..... - 24 -**
- APPENDIX B | SITE TOUR WAIVER, RELEASE, AND INDEMNIFICATION ..... - 25 -**
- APPENDIX C | SAMPLE SCHEDULE OF PERFORMANCE..... - 27 -**
- APPENDIX D | STATEMENT OF MINIMUM BUSINESS TERMS. - 28 -**
- APPENDIX E | FORM IRREVOCABLE LETTER OF CREDIT..... - 30 -**
- APPENDIX F | INCLUSIONARY ZONING INCOME SCHEDULE... - 32 -**

Questions regarding this Request for Proposals should be submitted via e-mail only to [dion.townley@dc.gov](mailto:dion.townley@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 the Eden Place Phase 2 site (Lots 0840\*, 0841, 0842, 0843, 0844, 0845, 0846, 0847, 0848, 0849, 0850, 0851, 0852, 0853, 0854, 0855, 0856 in Square 5260, except approximately 123 square foot portion of Tax Lot 840) (the "Development Parcel" or "Site", see Figure 1 for Development Parcel Map). The Development Parcel is approximately 17,789 square feet and is located on Dix Street N.E.

The Site is zoned MU-4 and is located in the eastern portion of the Deanwood neighborhood. The property is currently vacant. Respondents are required to research title to the Site and incorporate all findings into their development proposal for an "as is" conveyance of the Property.

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 contemplate nearby public or private parcels. DMPED will consider proposals that include 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: Beulah Baptist Church, 5820 Dix St NE, Washington, DC 20019 (2:00 pm)	July 11, 2018
2. RFP Response Submission Due Date (3:00 PM ET)	September 14, 2018
3. Selection Recommendation Panel Interviews	October 2018
Community Presentation by Development Team Respondents	Fall 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*
Submission of Disposition Agreement & Accompanying Legislation to District of Columbia Council	Spring 2019*

*\*Subject to change.*

# PROJECT DESCRIPTION



Figure 1: Development Parcels Map. Map not to scale.

<b>Location</b>	Lots are bounded by Dix Street, NE to the south and 61 <sup>st</sup> Street, NE to the west.
<b>Square</b>	5260
<b>Lots</b>	0840*, 0841, 0842, 0843, 0844, 0845, 0846, 0847, 0848, 0849, 0850, 0851, 0852, 0853, 0854, 0855, 0856
<b>Total Square Footage</b>	Approximately 17,789 sq. ft.
<b>Owner</b>	District of Columbia (DMPED)
<b>Zone</b>	MU-4
<b>Adjacent Stakeholders/Property Owners</b>	Triple Stars, Inc. and Dix Street Corridor Revitalization Partners, LLC

Figure 2: Site Information.

**Location:** As shown in Figure 1, the Site is located on the north side of Dix Street, NE and the western boundary is 61<sup>st</sup> Street NE. The Site is identified as Lots 0840\*, 0841, 0842, 0843, 0844, 0845, 0846, 0847, 0848, 0849, 0850, 0851, 0852, 0853, 0854, 0855, and 0856 in Square 5260.

**Frontage, Size, and Shape:** The Site has frontage on the north side of Dix Street, NE and the east side of 61<sup>st</sup> Street, NE. The Site has an irregular polygonal shape and has a total site area of approximately 17,789 sq. ft.

**Visibility/Access:** The Site has visibility from Dix Street, NE and 61<sup>st</sup> Street, NE and public access from the alley.

**Soil and Environmental:** The Site 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 in close proximity to the Capitol Heights Metro Station and several bus lines. The nearby Strand Theater is under development and will deliver 86 housing units and a commercial component on the busy Nannie Helen Burroughs Avenue corridor. This will bring a viable business incubator space while providing local residents with workforce development opportunities. The Site is also proximate to the redevelopment of the 5201 Hayes Street, NE project that will deliver 150 residential units in 2018. Finally, Eden Place Phase 1 delivered 29 units of affordable townhomes immediately adjacent to the Site.

# 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 of Columbia 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 MU-4. It is not within a Historic District.

### Comprehensive Plan

The Comprehensive Plan *Generalized Future Land Use Map* designates the property for moderate density commercial. The surrounding area is designated primarily as moderate density residential. The *Generalized Policy Map* designates this site as within a "Neighborhood Commercial Center," which means that the area meets the day-to-day needs of residents and workers in the adjacent neighborhoods. Their service area is usually less than one mile. Typical uses include convenience stores, sundries, small food markets, supermarkets, branch banks, restaurants, and basic services such as dry cleaners, hair cutting, and child care. Office space for small businesses, such as local real estate and insurance offices, doctors and dentists, and similar uses, also may be found in such locations. The Site is located within the Far Northeast/Southeast Area Element of the Comprehensive Plan. While there is no site-specific guidance, there are general policies and actions that should guide development, including:

- **Policy FNS-1.1.2: Development of New Housing**- Encourage new housing for area residents on vacant lots and around Metro stations within the community, and on underutilized commercial sites along the area's major avenues. Strongly encourage the rehabilitation and renovation of existing housing in Far Northeast and Southeast, taking steps to ensure that the housing remains affordable for current and future residents.
- **Policy FNS-2.2.1: Deanwood's Residential Character**- Strongly encourage infill development on vacant lots in the Deanwood community. This development should respect and perpetuate the low density, single family character of the neighborhood, with new one and two-family homes that complement existing architectural traditions and community character.
- **Policy FNS-2.3.2: 61st and Dix**- Improve the commercial area along Dix Street between 60th and Eastern Avenue, encouraging new retail businesses and services that benefit the adjacent community.
- **Action FNS-2.3.A: Land Acquisition At 61st and Dix**- Continue to work with community development organizations in the acquisition of vacant lots at 61st and Dix Streets NE, and their development with local serving commercial uses and services.
- **Policy H-1.1.3: Balanced Growth**- Strongly encourage the development of new housing on surplus, vacant and underutilized land in all parts of the city. Ensure that a sufficient supply of land is planned and zoned to enable the city to meet its long-term

housing needs, including the need for low- and moderate-density single family homes as well as the need for higher-density housing.

- **Policy LU-1.4.1: Infill Development**- Encourage infill development on vacant land within the city, particularly in areas where there are vacant lots that create “gaps” in the urban fabric and detract from the character of a commercial or residential street. Such development should complement the established character of the area and should not create sharp changes in the physical development pattern.
- **Policy LU-1.4.2: Long-Term Vacant Sites**- Facilitate the reuse of vacant lots that have historically been difficult to develop due to infrastructure or access problems, inadequate lot dimensions, fragmented or absentee ownership, or other constraints. Explore lot consolidation, acquisition, and other measures which would address these constraints.

The Comprehensive Plan can be found on the DC Office of Planning’s website at <http://planning.dc.gov/page/comprehensive-plan>.

### **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](http://plandc.dc.gov).

### **Zoning**

The Development Parcel is zoned MU-4, a moderate-density mixed-use development, including facilities for shopping and business needs, housing, and mixed uses for large segments of the District of Columbia outside of the central core; and located in low- and moderate-density residential areas with access to main roadways or rapid transit stops, and including office employment centers, shopping centers, and moderate bulk mixed-use centers. Respondents should refer to the DCMR Title 11, Zoning Regulations for the full set of area and use regulations available on the Office of Zoning website: [www.dcoz.dc.gov](http://www.dcoz.dc.gov). Utilization of the Planned Unit Development (PUD) process could allow for greater building height and density than permitted by the underlying zone. However, because the Development Parcel is less than one acre, a waiver from the Zoning Commission would be required for a PUD.

Information on the Comprehensive Plan and Zoning can all be found at the OP website: <http://www.planning.dc.gov/>. Please contact Deborah Crain-Kemp at OP at 202.442.7615 or [deborahlcrain.kemp@dc.gov](mailto:deborahlcrain.kemp@dc.gov) for more information.

## **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 development of the Site. The Site has strong multimodal transportation access. It is under a half mile walk from the Capitol Heights Metrorail Station and is adjacent to a WMATA Metrobus stop with service to WMATA’s Potomac Avenue, Navy Yard/Ballpark, and Anacostia Metrorail stations. A Capital Bikeshare station is located two blocks south at 61st Street and Bank Place NE providing access to points northwest along the Marvin Gaye Trail, and future stations are planned within the vicinity. As such, DDOT anticipates that many of the Site’s residents and guests will access the Site via non-automobile modes.

DDOT strives to maintain a safe and attractive pedestrian realm. To achieve this end, DDOT’s 2017 *Design and Engineering Manual* dictates that site access should be provided from an alley when alleys are adjacent and present. As shown in Figure 2, the subject Site is served by an existing, partially constructed alley network featuring access from Eastern Avenue NE and 61st Street NE. An existing fence and heavy construction debris inhibit through-traffic in the alley. Vehicular access to the subject site is expected to be provided by this alley network, and the Respondent will be required to make improvements to the alley to facilitate access.



Beyond vehicular access, Respondents should propose options to improve inter-parcel connectivity by connecting the sidewalks in the adjacent northwest property through the Site to Dix Street NE and/or 61st Street NE (see Figure 2).

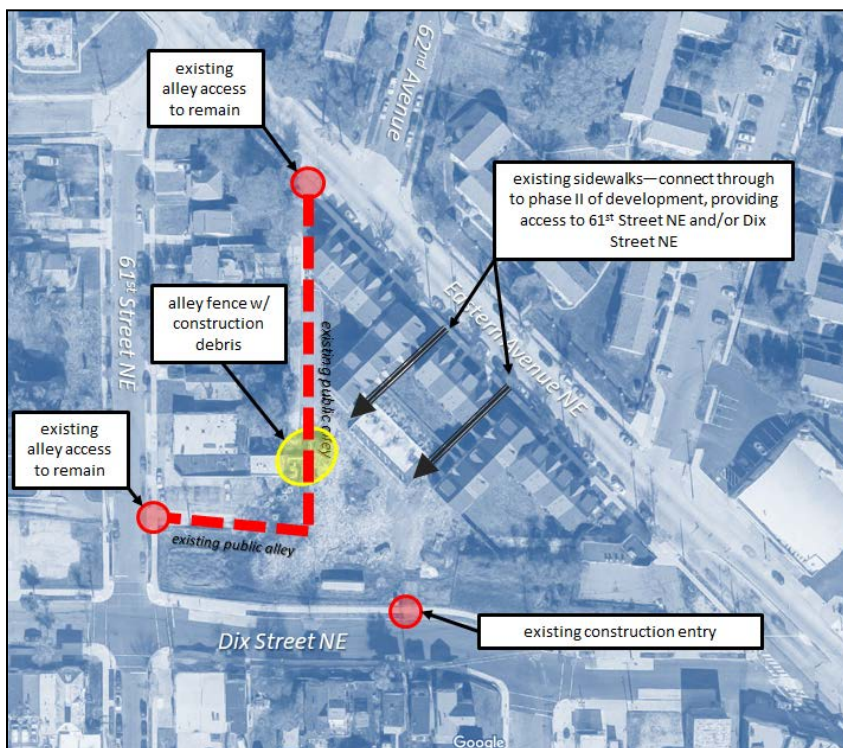


Figure 2 – Context Map (Source: Google Maps Aerial Imagery 2018)

DDOT understands that a total of five (5) vehicle parking spaces were guaranteed to adjacent townhome residents during phase I of the project, and that these spaces were not delivered. DDOT encourages Respondents to offset costs of supplying these five (5) spaces by reducing parking for residents of phase II, and will support parking relief requests as necessary.

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 can be located at DDOT’s website: <http://ddot.dc.gov/page/development-review>. For DDOT’s design and engineering standards, please see the agency’s 2017 *Design and Engineering Manual*: <https://ddot.dc.gov/publication/ddot-design-and-engineering-manual-2017>. Information regarding TDM can be found at <https://ddot.dc.gov/service/godcgo>, or by contacting [info@godcgo.com](mailto:info@godcgo.com). For further information, please contact Patrick Reed at DDOT’s Policy, Planning, and Sustainability Administration at 202.741.8520 or [patrick.reed2@dc.gov](mailto:patrick.reed2@dc.gov).

## Public Space Framework

DDOT works in partnership with OP 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. Physical features that impact the character of public space include, but are not limited to, sidewalk paving material, fences, retaining walls, street trees and their spacing, vault spaces, street lights, curbs, gutters, and any building encroachments into the public space. DDOT notes that all vaults are expected to be provided on private property.

Vehicular site access is expected to be provided via the adjacent alley. 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 will not support dedicated curbside parking or loading as these needs should be accommodated on private property.

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 Policy, Planning, and Sustainability Administration 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 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.

### **Public Input/Disposition Hearing:**

DMPED held a public Surplus Hearing for Eden Place Phase 2 in March 2018. As part of the redevelopment process, the Property must be declared surplus by the Council of the District of Columbia ("Council"). Declaring a property surplus means that it is not required for a public purpose. DMPED conducted a public meeting to receive comments and feedback from the community on the proposed designation of the Property as surplus property. Comments collected at the public meeting will be submitted to the Council for their review. The surplus meeting was conducted pursuant to D.C. Official Code §10-801.

DMPED will further engage the community by coordinating with the surrounding Advisory Neighborhood Commissions (ANC). DMPED will host a meeting where developers present their proposals to community members and will then gather comments from the public and ANCs prior to the selection of a Respondent. While DMPED will make the final decision in selecting a Respondent, involving the ANCs and local stakeholders during the process will promote community interests and produce a more positive outcome.

## Community Preferences

---

The District has been engaged with Deanwood residents regarding Eden Place Phase 2 since the original solicitation released in 2008. DMPED would like the Respondents to consider how they can incorporate the following improvements into the planning for Phase 2. (Priority below).

### **Required Phase 2 Elements to Include:**

- 5 Parking spots dedicated for Eden Place Phase 1 homeowners
- Community space with play area for children to be accessed by Phase 1 and Phase 2 residents
- Address storm water management issues to ensure no water runoff to Phase 1 parcels

## HUD Covenant

---

The Eastern Avenue Residential Property (Eden Place Phase 1) was a United States Department of Housing and Urban Development (HUD) held mortgaged property, originally with 32 units of affordable housing. Eden Place Phase 1 is subject to certain sale and use restrictions described in the said Special Warranty Deed, dated September 17, 1996, recorded in the land records of the District of Columbia as Instrument No. 9600058416, and the related Contract of Sale, dated December 7, 1994.

To further ensure full compliance and satisfaction of the HUD imposed covenants, the District shall require the Developer to execute, at closing on the Site, a covenant in favor of the District and HUD, if desired by HUD to ensure compliance with any HUD required covenants and restrictions. All 32 units of affordable housing were to be replaced in the development of Eden Place Phase 1 and Eden Place Phase 2. To date, 29 units of affordable units have been delivered in the development of Eden Place Phase 1. The remaining 3 units of affordable housing will be required in the development of Eden Place Phase 2 pursuant to that certain Amendment of Restrictive Covenants, dated June 16, 2011 recorded in the land records of the District of Columbia at LT-5-2011067259-1. All Respondents are expected to perform their own due diligence regarding the HUD Covenant requirements.

## 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](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](https://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](https://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, codified in D.C. Official Code § 6-1451.01 *et seq.* (2012) and the District's storm water management regulations published in **Chapter 5 of Title 21** of the DCMR and Chapter 31 of Title 20 of the DCMR, as the same may be amended. 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 project 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, project teams are encouraged to incorporate solar photovoltaics in their project and maximize their rooftop generation potential to the extent allowable by District of Columbia codes and regulations and that 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 and reduce their energy burden by 50%.

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 exceed the baseline requirements and forge a path towards 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 DC government has a range of initiatives that include financial assistance resources for potential project teams. These include the DC Sustainable Energy Utility, DC PACE Program, RiverSmart Communities, RiverSmart Rewards, RiverSmart Rooftops and the Stormwater Retention Credit Trading programs.

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](mailto: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](mailto: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 Acknowledgement attached as Appendix A and submit it as part of their response to this RFP.

### Davis Bacon

---

To the extent applicable, the selected Respondents shall be required to develop the property 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 Respondents responsibility to determine if Davis-Bacon Act is applicable.

### Hotel Uses

---

A Respondent whose response contemplates a hotel use within the Site 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 property 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/>.

### Pre-Responses Information Session and Site Visit

---

DMPED will conduct an information session and introductory site visit at Beulah Baptist Church, 5820 Dix St NE on Thursday, July 11, 2018. 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:

- 1:45 pm – 2:00 pm: Arrive and Check-in
- 2:00 pm – 3:00 pm: Information and Q&A Session
- 3:00 pm – 3:30 pm: Site Walk

Respondents can RSVP by July 10, 2018, by emailing [dion.townley@dc.gov](mailto:dion.townley@dc.gov) with the name, organization, phone number, and email address of the attendee.

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

### RFP Proposal Submission Requirements

---

***Proposals are due by Friday, September 14, 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 Team(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 Transmittal Letter should highlight key components of the Respondent Response. In particular it should articulate (1) the vision for the Site, which identifies any proposed tenant(s) and their use(s); (2) how the District and surrounding neighborhood will benefit from the proposed project (i.e., economic impact, job creation, public access, etc.); (3) how the proposal will incorporate the community goals established through the RFP process; and (4) 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 should provide an organization chart and information that clearly explains the relationship, as well as the management structure among team members, CBE information, their respective roles and contributions to the Project, and the structure of team decision-making.

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, Respondents 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:**

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

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

**Evidence Regarding Tax Liabilities**

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

**Evidence Regarding Litigation**

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

**Tab 4:**

**Organization Status**

Respondents shall provide the status 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**

Respondents shall provide an organizational chart of the development team and brief commentary, clearly illustrating the project ownership. Additionally, Respondents 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, Respondents shall identify discipline or specialty (e.g., community planning, A/E design, development, construction and property management). Respondents 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**

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

#### **Tab 5: Qualifications and Experience**

Respondents 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 personnel have had primary involvement. Respondents should include past projects that are comparable to the proposed development. For each relevant project, Respondents 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 & Development Plans**

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.

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

**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**

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

#### **Tab 13: Statement of Minimum Terms**

Respondents shall complete the Term Sheet attached as Appendix D, which Term Sheet shall serve as the basis for negotiations of a disposition agreement with the selected Respondent. The Development Team may propose both or either a ground lease or the purchase of a fee interest of the Site 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, Respondents must present:

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

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

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

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

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

Respondent is encouraged to incorporate in its response the following:

- i. *Employment and business opportunities for local residents and businesses.*  
If included, Respondents are asked to submit detailed plans for apprenticeship programs that facilitate placing existing District residents into employment opportunities within the project. The commitment and strategy to develop and implement a local apprenticeship program shall be in accordance with D.C. Official Code §§ 32-1401 et seq. Please contact DOES at 202.698.5099 for more information.
- ii. *Opportunities for District neighborhood-based business to participate in the project.*  
If included, evidence of the inclusion of such businesses should be submitted in the form of written confirmation from such neighborhood-based businesses and shall include the scope and details of the said businesses' involvement in the project.

#### **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 property 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: \$25,000  
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 14, 2018**. The electronic files shall be uploaded to the Box link at the bottom of the project webpage here:  
<https://dmped.dc.gov/page/eden-place-phase-2-request-proposals-rfp>

Uploaded electronic files should use the following naming convention: "Eden Place Phase 2 RFP Response – [Team Name] – [File Type] – [Date]".

The hard copies and RFP deposit must be marked with "Eden Place – Phase 2" 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: Dion Townley, 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 are 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 their 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 Policy Goals***

The District will more highly rate proposals that:

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

More specifically, higher ratings will be given to Respondents who achieve and exceed the following 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 residents, particularly for residents within 1-mile of the property.

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

#### **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 District law (see the "Disposition Agreement & Approval" section in this RFP for more details).

DMPED reserves the right, at its sole and absolute discretion, to reject any proposal it deems incomplete or unresponsive to the submission requirements. DMPED also reserves the right, at its sole and absolute discretion, to reject all proposals and re-advertise at a later date. If a submission is deemed incomplete, that Respondents' letter of credit will be returned. In the event that DMPED determines that it should reject all submissions, all deposits will be refunded.



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

## Post-Selection Due Diligence

---

Following receipt of notification from the 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 property.

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

#### **Soil or Subsurface Conditions**

Notwithstanding prior studies available for Respondents' review, 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 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. **District will not waive or abate any District fees.**

The District expects Respondents to proceed immediately with predevelopment work upon selection, in order to meet the dates in Appendix C (Schedule of Performance). All funds expended on due diligence and predevelopment work during negotiation with the District by Respondent shall be at their sole risk; under no circumstances shall the District be responsible for the reimbursement of any such costs even if the project is not successfully completed due to no fault of Respondent.

# 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, the District may request submission of additional information from some or all Respondents;
- The District may request one or more Respondents to modify its response(s), provide additional information, or provide a "Best and Final 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 best and final 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, in its sole and absolute discretion, negotiations with any Respondents if such Respondents introduce comments or changes to a development agreement that are inconsistent with its previously submitted response materials;
- Modify the deadline for responses or other actions; and (i) Reissue the original RFP, (ii) issue a modified RFP, or (iii) issue a new RFP, whether or not any responses have been received in response to the initial RFP.

## Conflicts of Interest

---

### Disclosure

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

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

### On-going Reporting

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

## Miscellaneous Provisions

---

### Notice of Modifications

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

### Change in Respondents' Information

If after Respondent has provided a response to the District, information provided in a 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 or District staff about the RFP or issues 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, Respondents 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.

## Other Limiting Conditions

---

### Withdrawal & Cancellation

If at any time after the District selects a specific Respondent and executes a disposition agreement with the Respondent, and the Respondent does not proceed with the project, then the Respondent must notify 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 Site 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 property, 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 property and project in part, or in whole, without prior District approval. Any additional debt shall require prior written District approval. This limitation shall apply until final completion of the project.

### Disclosure of Fees

Respondents shall disclose all development management fees, general contracting fees, construction management fees, property management fees, and other fees that are paid to Respondents or affiliated parties during the life of the project. Failure to do so may result in 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, its members, agents, or employees, are prohibited from: (i) making responses of employment, (ii) conducting any negotiations for employment, (iii) employing or, (iv) entering into contracts of any sort, with current employees, consultants, or contractors to the District who are personally and substantially involved in any aspect of this RFP;
- ii. Respondents must disclose in their initial responses the names of any member, employee, or agent who within three (3) years prior to the publication of this RFP were District employees, consultants, or contractors to the District. On a continuing basis, Respondents will be required to provide 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 Respondents' disqualification from consideration under this RFP, the rescission of a Respondent's award, and/or termination of any agreement between a Respondent and the District.

## QUESTIONS

All questions regarding this RFP must be submitted via e-mail only to [dion.townley@dc.gov](mailto:dion.townley@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/>.



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 known as Lots 0840, 0841, 0842, 0843, 0844, 0845, 0846, 0847, 0848, 0849, 0850, 0851, 0852, 0853, 0854, 0855, 0856 in Square 5260, with all improvements located thereon (the "Property").

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

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

\_\_\_\_\_, 2018 from \_\_\_\_\_ AM / PM – \_\_\_\_\_ AM / PM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

**WITNESS:**

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

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

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

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

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

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

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

\_\_\_\_\_

APPENDIX C | SAMPLE SCHEDULE OF PERFORMANCE

(To be completed and submitted with proposal)

Milestone	Completion Date	Party Responsible
Final Selection & Notice	Q4 2018	DMPED
Submission of Disposition Agreement and supporting exhibits for Council approval		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 DC Historic Preservation Review Board		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		Developer
Construction Commencement		Developer
Substantial Completion of Construction		Developer
Certificate of Occupancy Issued		Developer

**Disposition of the Eden Place Phase 2 Site Property**  
 (Square 5260, Lots 0840, 0841, 0842, 0843, 0844, 0845, 0846, 0847, 0848, 0849, 0850, 0851, 0852, 0853, 0854, 0855, 0856)

<b>Lessor/Seller</b>	Government of the District of Columbia, acting by and through the Deputy Mayor for Planning and Economic Development (the "District")
<b>Lessee/Purchaser/Developer</b>	Entity Name: _____
<b>Description of Real Property</b>	The parcels of land known for tax and assessment purposes as Lots 0840, 0841, 0842, 0843, 0844, 0845, 0846, 0847, 0848, 0849, 0850, 0851, 0852, 0853, 0854, 0855, 0856 Square 5260 (the "Site").
<b>Disposition Structure</b>	The Site may be conveyed by the District to the Respondent via a ground lease term to be determined, but no less than 15 years under DC Official Code § 10-801(b)(8)(C), <b>or</b> the Site may be conveyed by the District to the Respondent in fee (via Special Warranty Deed) pursuant to D.C. Official Code § 10-801(b)(8)(F).  Developer proposes the following Conveyance Structure: _____
<b>Disposition Timeline</b>	The disposition timeline must be consistent with DC Official Code § 10-801, and is to occur within two years of Council authorization of the disposition.
<b>Disposition Agreement Deposit</b>	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.
<b>Purchase Price (If fee simple acquisition)</b>	Developer shall pay to District \$ _____ for fee simple conveyance of the Site.
<b>Annual Base Rent (If ground lease)</b>	Developer shall pay to District \$ _____ in annual base rent.
<b>Annual Base Rent Escalation</b>	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.
<b>Rent Payment Terms</b>	Rent payments shall commence at Closing.
<b>Fair Market Value (FMV) Annual Ground Rent Recalculations</b>	Annual base rent shall be recalculated on every 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.
<b>Development and Operational Costs</b>	The Developer shall be solely responsible for the costs of development and future operation of the Site. The Developer 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.
<b>Conditions of Closing</b>	In addition to the other District standard conditions of Closing, the District's obligation to convey the Property is conditioned upon:

	<ul style="list-style-type: none"> <li>• The District's approval of the Developer's design, budget and project financing plan;</li> <li>• Developer's obtaining financing and equity to fund 100% of the development;</li> <li>• Developer's providing the District development and completion guaranties to the District's satisfaction;</li> <li>• Developer having received all necessary zoning approvals or any zoning relief deemed necessary to accomplish the project.</li> <li>• Developer having received all necessary permits and other approvals required for commencing construction of the project.</li> </ul>
<b>Developer Financing</b>	Developer shall be responsible for obtaining financing and equity to fund 100% of the Development Program. 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 additional 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.
<b>Affordable Housing</b>	In the event that the Site are being developed as a residential project, the District requires that the Developer comply with the requirements of the Inclusionary Zoning program, as applicable, and DC Official Code §10-801.  Complete per proposal: Respondent proposes _____% of the housing units will include affordable units, with _____% at _____% AMI; _____% at _____% AMI; _____% at _____% AMI.
<b>Green Building Requirements</b>	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 at 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: _____
<b>Design Review</b>	District shall have the right to approve project plans and drawings related to the design, development, and construction of the improvements on the Site to ensure the quality and compatibility of the proposed improvements.
<b>Post-Closing Requirements</b>	Developer shall be bound by the requirements of a Construction & 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 Developer 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.

Developer:

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. 20007  
 Attention: Deputy Mayor for Planning  
 and Economic Development

**Applicant**

[Name of developer]  
 [Address of developer]

AMOUNT:            \${[Letter of credit amount]}

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

PROJECT:           [Project Name] – [Development Team]

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 Twenty-five Thousand U.S DOLLARS (U.S. \$25,000.00) available for payment when accompanied by the following three items:

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

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

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



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

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

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

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

Truly Yours,

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

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

