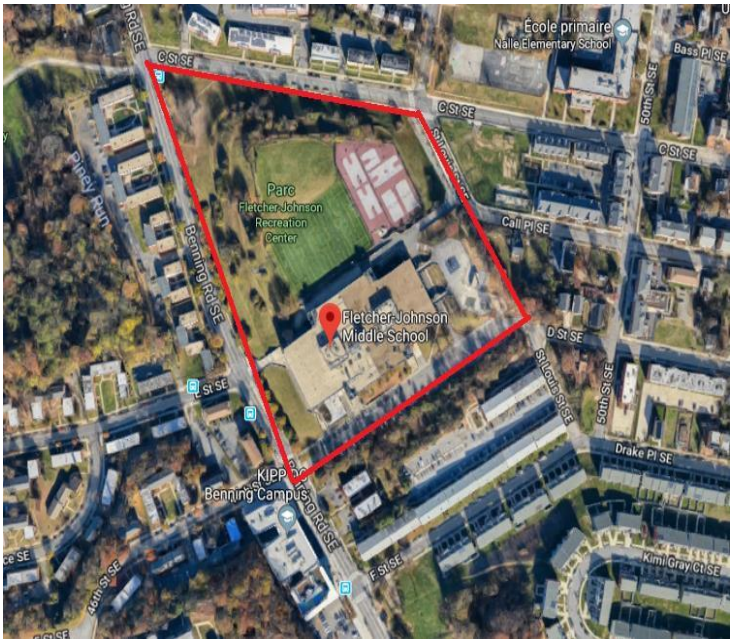


Fletcher-Johnson

4650 Benning RD, SE
Square 5344, Lot 0802

Release Date: July 2, 2019
Submission Deadline: April 20, 2020

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: Wendell.Felder@dc.gov, Project Manager

REQUEST FOR PROPOSALS

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

INTRODUCTION 2
PROJECT DESCRIPTION 3
OURRFP PROCESS AND COMMUNITY FEEDBACK 4
DISTRICT OF COLUMBIA POLICY GOALS AND REQUIREMENTS 5
SOLICITATION PROCESS 13
EVALUATION PROCESS 20
TRANSACTION TERMS 22
RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS 23
QUESTIONS 25
APPENDIX A | FORM OF ACKNOWLEDGEMENT 26
APPENDIX B | SITE TOUR WAIVER, RELEASE, & INDEMNIFICATION 27
APPENDIX C | SAMPLE SCHEDULE OF PERFORMANCE 29
APPENDIX D | STATEMENT OF MINIMUM BUSINESS TERMS 30
APPENDIX E | FORM FOR IRREVOCABLE LETTER OF CREDIT 32

Questions regarding this Request for Proposals should be submitted via e-mail only to Wendell.Felder@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/.

Mayor Muriel Bowser

Deputy Mayor for Planning & Economic Development Brian T. Kenner

INTRODUCTION

The Government of the District of Columbia (the "District"), through the Office of the Deputy Mayor for Planning and Economic Development ("DMPED"), seeks to redevelop Lot 0802 in Square 5344, a parcel located at 4650 Benning Road, SE (the "Development Parcel" or "Site", see Figure 1 for Development Parcel Map). The Development Parcel is approximately 15.26 acres and sits within the Marshall Heights neighborhood of Washington, D.C. The Development Parcel is the site of the former Fletcher-Johnson School, a 302,000 square-foot, three-floor building that still stands on the property. The building has been vacant since 2011.

The Site is currently zoned RA-1, which allows for matter-of-right low- to moderate-density residential development, including detached dwellings, rowhouses, and low-rise apartments; and institutional and semi-public buildings that would be compatible with adjoining residential uses and that are excluded from the more restrictive residential zones. The Comprehensive Plan Generalized Future Land Use Map (FLUM) designates the Site for Local Public Facilities, which allows for use by local government agencies. The District, however, began a new "Amendment Cycle" for the Comprehensive Plan in 2017, and has received feedback to-date encouraging a mix of acceptable uses for the Site, including public/institutional facilities, low- to moderate-density residential, low- to moderate-density commercial, and recreation/open space.
Respondents must submit one project concept for matter-of-right and one project concept that considers the proposed Comprehensive Plan amendments for the Development Parcel. Submitting any additional concepts is discouraged.

The Site is the sixth project to undergo the District's OurRFP process. A Public Workshop, Online Public Engagement Forum, and Follow-up Public Meeting were completed in order to understand the public's major goals for the redevelopment of the Site. Therefore, it is encouraged that any proposed development includes these major goals and attempts to incorporate as many of the additional community objectives identified in this RFP. Based on feedback received through the OurRFP process, community members desire a project that reflects the priorities that are important to the neighborhood and embodies the following characteristics:

- Mixed-Use, including a combination of residential, retail/commercial, and/or public facility
- Affordable and Mixed-Income Residential, including deeply affordable units, workforce units and senior units.
- Opportunities for Homeownership
- Community, Cultural and Educational Space
- Sustainability Features that meet or exceed green building requirements

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:

Selection Process Timetable (subject to change)	
1. Issuance of RFP	July 2, 2019
Pre-Response Information Session and Site Visit Location: TBD (will be posted to dmped.dc.gov)	July 24, 2019
2. RFP Response Submission Due Date (3:00 PM ET)	August 28, 2019
3. Selection Recommendation Panel Interviews	Fall 2019
Community Presentation by Development Team Respondents	Fall 2019
Request for Best and Final Offer (If Applicable)	TBD
Best and Final Offer Submission Due Date (If Applicable)	TBD
4. Final Selection of Development Team	Winter 2019*

***Subject to change.**

PROJECT DESCRIPTION

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

Location	4650 Benning Rd, SE, Washington DC
Square	5344
Lot	0802
Total Square Footage	664,839 sq. ft. (approximate)
Owner	District of Columbia
Status	Vacant building; parking lot on a monthly lease
Zone	RA-1
Adjacent Stakeholders/Property Owner	KIPP DC Benning Campus Hampton East Apartments Masjid-Al-Islam Inc Copeland Manor (NHTE) Benning Road Housing Cooperative Amber Overlook LLC

Location: The Development Parcel is located in Ward 7 and bounded by Benning Road SE to the west, St. Louis Street SE to the east, and C Street SE to the north. The Development Parcel is identified as Lot 0802 in Square 5344.

Frontage, Size, and Shape: The Development Parcel has frontage along Benning Road SE to the west. The Development Parcel consists of approximately 664,839 sq. ft. according to the Office of Tax and Revenue records. The parcel is trapezium in shape, with the principal improvement consisting of a vacant, approximately 302,000 square-foot former public school.

Visibility/Access: The Development Parcel has good visibility from Benning Road SE and frontage on three public streets: C Street to the north and St. Louis Street to the east, in addition to Benning Road SE. See the Transportation Planning Framework section below regarding access.

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

Property Advantages: The Development Parcel is surrounded by the Marshall Heights, Benning Ridge, and Capitol View neighborhoods, and has excellent multimodal transportation access due to its proximity to the Benning Road Metro Station and several Metrobus routes. The parcel is located within the RA-1 zone, which allows, by-right, a variety of urban residential dwelling types, as well as semi-public and institutional buildings.

Neighborhood Context: The Site is on the western edge of the Marshall Heights neighborhood, and just south of East Capital Street. The Site fronts Benning Road SE, a major thoroughfare that links the site directly to three (3) Metrobus routes, two (2) supermarkets and the H Street Corridor. There are also two (2) public libraries in the vicinity. The adjacent neighborhoods are characterized by single family homes and low-to-moderate density residential buildings.

OURRFP PROCESS AND COMMUNITY FEEDBACK

The success of development projects in the District hinge on the inclusion and support of the local community. Mayor Bowser's Administration created the OurRFP initiative to understand and incorporate community input early in the process of redeveloping publicly-owned land. The Site is located on the western edge of the Marshall Heights neighborhood and just south of East Capital Street. The Site was of great interest to residents of Marshall Heights and DMPED captured substantial input from community members during the OurRFP meetings regarding the future redevelopment of the Site.

The OurRFP process consisted of a Public Workshop Meeting, an Online Engagement Forum, and a Follow-up Public Meeting. As part of the process, DMPED invited members of the community to engage in the process by canvassing the neighborhood, meeting with the Fletcher-Johnson Task Force, Advisory Neighborhood Commissioners, stakeholders, and neighbors, and inviting community members to attend via email, online forums, community and government listservs, and social media.

The first Public Workshop Meeting for the Site was held on March 5, 2019 and had approximately 60 attendees. After presentations regarding the OurRFP process and planning context for the Site, community participants had an opportunity to provide input on topics including potential uses for the site, desired public space amenities, sustainability considerations, and options for reflecting the cultural value of the Site and neighborhood. Each small group was paired with District government employees, who facilitated the discussion and took notes from participants. Each group was asked to present the priorities they felt were the most critical to share to the larger meeting group.

In order to give those who were not able to attend the Public Workshop Meeting an opportunity to provide their thoughts on the redevelopment of the Site, DMPED created an Online Engagement Forum that mirrored the prompts in the exercise from the March 5th meeting. DMPED also received handwritten comments, emails, and phone calls from community members and stakeholders interested in sharing their thoughts on the Site.

DMPED then analyzed the data collected from the first Public Workshop Meeting and Online and Engagement Forum and categorized the responses into the following themes: Housing, Commercial/Retail, Public Space, Cultural Value, Sustainability and Community Uses. DMPED then grouped the full list of stakeholder responses within these themes to be further prioritized at the Follow-up Meeting.

The Follow-up Meeting was held on April 6, 2019 and had approximately 52 attendees. DMPED began the Follow-up Meeting with a brief overview of the Site and summary of the Public Workshop Meeting. DMPED then explained the themes and overarching priorities identified through previous community input. Participants in this second meeting then identified their 1st, 2nd and 3rd priorities for each category. The participants were given the opportunity to advance the identified priorities for the Site. The following priorities were identified by the community:

Housing Priorities:

- Opportunities for Homeownership;
- Affordable, specifically deeply affordable for extremely low-income households;
- Senior Housing; and
- Workforce, specifically for low to moderate income households.

Commercial/Retail Priorities:

- Grocery Store;
- Sit-Down Restaurant;
- Neighborhood-Serving Retail; and
- Business Incubator/Co-Working Space.

Community Uses Priorities:

- Medical Facility;
- Education Hub for adult learning and workforce development;
- Community Center; and
- Recreational and Fitness Space.

Cultural Value

- Historic Trail;
- Memorial in Bricks; and
- Arts to Highlight Ward 7 Heroes

Public Space and Sustainability:

- Pavilion;
- Public Plaza/Seating Area;
- Exceed Green Building Requirements; and
- Sustainable Landscaping (low environmental impact).

There was a consensus within the community that, given the size of the Site, the future development should include a mix of uses, including a combination of residential, retail, and/or community uses. Community members had varying preferences for the exact type of retail and community uses to be considered. Community members also expressed varying preferences regarding housing priorities, but most stakeholders expressed a priority for residential units that target senior households. Stakeholders also expressed a strong preference for seeing homeownership opportunities included as part of the redevelopment of the Site. Finally, given the size of the Site, community members expressed strong preferences for incorporating opportunities for public gathering space and maximizing sustainability measures.

DMPED is appreciative of the community members that participated in the Fletcher-Johnson OurRFP process to share their priorities for the future of the Site. The feedback and data collected in this OurRFP process illustrated that many of the priorities identified by community members align with DMPED's priorities.

DMPED's guiding priorities are:

- Increase affordable housing, including opportunities for affordable homeownership;
- Achieve significant progress on large-scale and neighborhood real estate development projects;
- Create a vibrant and competitive place for job creation, relocation, and growth; and
- Make DMPED a more open and transparent agency.

Public Input: Community Presentation by Development Team Respondents

DMPED will further engage the community by coordinating with the surrounding Advisory Neighborhood Commissions (ANC). DMPED will host a meeting during which Respondents present their proposals to community members and then will gather comments from the public and ANCs to inform the selection of a Respondent.

DISTRICT OF COLUMBIA POLICY GOALS AND REQUIREMENTS

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

Development Program

DMPED encourages proposals that include the following:

I. For proposals that include a residential component, maximize affordability (at a minimum, affordability levels must be compliant with the District's Inclusionary Zoning and D.C. Official Code § 10-801, as amended, affordable housing requirements). Residential development should include a mixt 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 requests for District subsidy.

V. Architectural images of the proposed project to show how it complements the neighborhood character and commemorate the history of Fletcher-Johnson while accommodating proposed 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. Proposals that include a retail component are strongly encouraged. 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.

VIII. Designs that support the sustainability, resource efficiency, and climate resilience goals detailed in Sustainable DC, Clean Energy DC, Climate Ready DC and other related plans are strongly encouraged.

Planning and Zoning Framework

Comprehensive Plan:

The *Comprehensive Plan for the National Capital: District Elements,* the Comprehensive Plan Generalized Future Land Use Map (FLUM) and the Comprehensive Plan Generalized Policy Map are the legislatively-adopted general policy documents that provide guidance for the future development of the District of Columbia and serves as the basis for determining how areas within the City can be developed as related to design, density, and program. The Comprehensive Plan can be found on the DC Office of Planning's website at http://planning.dc.gov/page/comprehensive-plan. Please note that the District began a new "Amendment Cycle" for the Comprehensive Plan in 2017. As that cycle was estimated to take at least two years before new amendments or policies are adopted, the development proposals can assume the current Comprehensive Plan language and policies but, may also consider the proposed "Amended" comprehensive plan goals.

The *Future Land Use Map* designates the property as Local Public Facilities, which allows for use by local government agencies. Uses include public schools including charter schools, public hospitals, government office complexes, and similar local government activities. The current *Generalized Policy Map* is silent on this Site.

The site is located within the Far Northeast and Southeast Area Element. The Far Northeast and Southeast Area Element encourages the protection of established neighborhoods, but also recognizes a need for a variety of housing and retail choices. Targeted policy guidance for the area also includes the following:

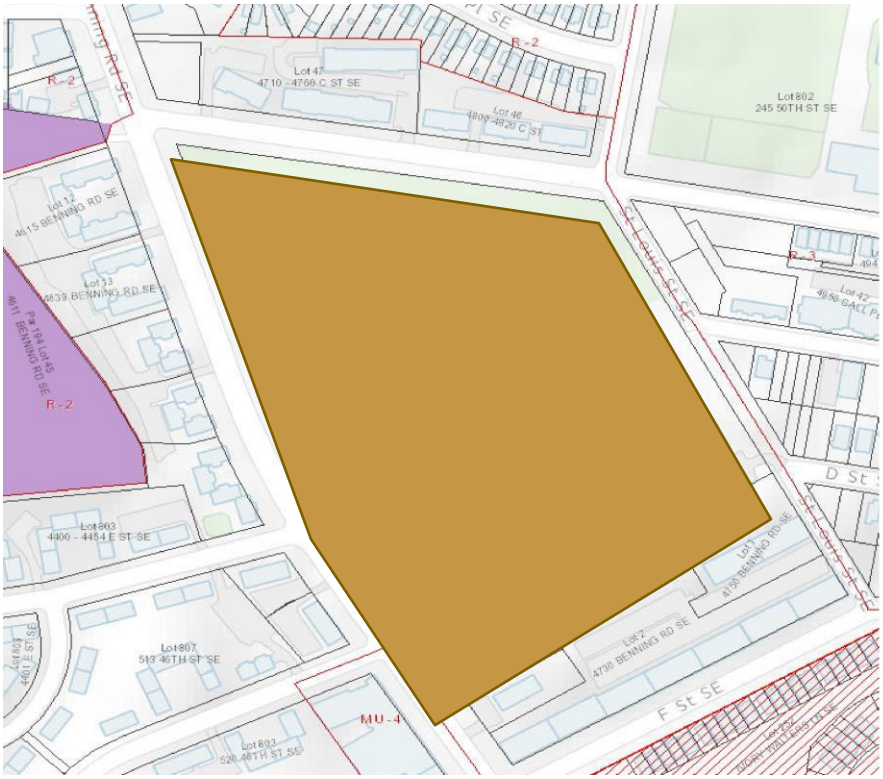
- **Policy FNS-1.1.1: Conservation of Low-Density Neighborhoods.** Recognize the value and importance of Far Northeast and Southeast's stable single-family neighborhoods to the character of the local community and to the entire District of Columbia. Ensure that the Comprehensive Plan and zoning designations for these neighborhoods reflect and protect the existing low-density land use pattern while allowing for infill development that is compatible with neighborhood character. 1708.2

- **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. 1708.3

- **Policy FNS-1.1.3: Directing Growth.** Concentrate employment growth in Far Northeast and Southeast, including office and retail development, around the Deanwood, Minnesota Avenue and Benning Road Metrorail station areas, at the Skyland Shopping Center, and along the Nannie Helen Burroughs Avenue, Minnesota Avenue, Benning Road, and Pennsylvania Avenue SE "Great Streets" corridors. Provide improved pedestrian, bus, and automobile access to these areas, and improve their visual and urban design qualities. These areas should be safe, inviting, pedestrian-oriented places. 1708.4

Zoning:

The Zoning Regulations can be found on the Office of Zoning website at www.dcoz.dc.gov. The map below shows the current zoning designations and the table shows some of the zone's allowances:



Fletcher-Johnson Zoning Map

Fletcher-Johnson: Zoning Development Standards Pertaining to Site

Permitted	Low- to moderate-density development, including detached dwellings, rowhouses, and low-rise apartments.	Subtitle F, § 300
FAR	0.9	Subtitle F, § 302
Height	40 feet and 3 stories Maximum Penthouse height: 12 feet	Subtitle I, § 303
Lot occupancy	40%. Any row dwellings shall have at least 1,800 sq. ft. of gross land area exclusive of any land area in the project used as a basis for determining the floor area ratio of multiple dwelling unit buildings.	Subtitle F, § 201 Subtitle F, § 304
Rear yard	Minimum: 20 feet	Subtitle F, § 305
Side yard	When a new dwelling, flat or multiple dwelling is erected that does not share a common division wall with an existing building or a building being constructed together with the new building, it shall have a side yard on each resulting free-standing side. If the structure contains three (3) or more dwelling units per floor, two (2) side yards shall be provided, each with the minimum distance equal to three inches (3 in.) per foot of building height but not less than eight feet (8 ft.). An eight-foot (8 ft.) side yard shall be provided for a detached or semi-detached dwelling. Side yards are not required along a side street abutting a corner lot.	Subtitle F, § 306
Green area ratio	0.4	Subtitle F, § 307

The purpose of the RA-1 zone is to promote all types of urban residential development and institutional and compatible semi-public and institutional buildings. The RA-1 zone is subject to the Inclusionary Zoning provisions of Subtitle C, Chapter 10.

For additional information regarding zoning for the Development Parcel, please contact Joel Lawson at the Office of Planning at (202) 442-7600 or e-mail at joel.lawson@dc.gov.

Comprehensive Plan Update

In the spring of 2017, 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.

An open call period for proposed amendments, now ended, was included as part of the Comprehensive Plan Update process. Furthermore, as part of the planning process, OP developed an Evaluation Framework which outlines the manner in which amendments are evaluated. The framework is available on the project website at plandc.dc.gov. OP will release a draft Amendment Report for public comment before preparing a final Amendment Report for submission to the Council of the District of Columbia (the "Council") for legislative review and approval followed by review and approval by the National Capital Planning Commission and U.S. Congress. Additional details on the amendment process are available on the Office of Planning website: http://planning.dc.gov/page/comprehensive-plan.

Transportation Planning Framework

The District Department of Transportation's (DDOT) commitment to building a safe and efficient transportation network will guide all review of transportation-related issues regarding the development of the Site. The Site has excellent multimodal transportation access as it is ½ mile from the Benning Road Metrorail Station and several high-capacity bus routes along Benning Road SE. DDOT anticipates a sizable share of people accessing the Site via non-automobile modes of travel. As such, DDOT expects the amount of vehicle parking provided on-site to be minimal. Specifically, the parking ratios must not exceed 0.40 spaces/unit for multi-family residential, 0.50 spaces/1,000 GSF office, 0.45 spaces/1,000 GSF hotel, 1.25 spaces/1,000 GSF retail, and 90% of ZR16 Subtitle C § 701.5 for all other uses. These rates are from DDOT's 2019 *Guidance for Comprehensive Transportation Review*.

Several missing road segments will be required by DDOT to be constructed as part of the redevelopment of the Site: 1) St. Louis Street SE between D Street and Call Place and 2) 46th Street SE between Benning Road and St. Louis Street SE. In the case of 46th Street Extended, a minimum 75-foot right-of-way across the southern portion of the Site must be transferred or dedicated to DDOT, which may involve an application with the Office of the Surveyor and/or further coordination with other District agencies. While DDOT understands there are significant grade issues on certain parts of the Site, it is expected that Respondents will look for opportunities to establish a grid network of local streets on the Site with a possible new connection to St. Louis Street at Call Place, as well as explore new pedestrian synergies and connections to C Street and Benning Road. DDOT considers the segments of Benning Road, C Street, and St. Louis Street surrounding the Site to be "super blocks" (all approximately 700-800 feet in length) and recommends new local street connections to shorten walking distances. The DDOT *Design and Engineering Manual* (DEM) establishes an ideal block length of 400 feet in the District. Aside from those new potential street grid connections, no new curb cuts will be permitted on Benning Road or C Street to serve individual land bays or tenants.

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

DDOT is committed to robust Transportation Demand Management (TDM) that encourages non-automobile travel. Respondents should discuss any proposed TDM measures aimed at reducing single-occupant vehicle travel to and from the Site. It is expected that the final development will meet or exceed zoning requirements for all bicycle parking and locker/changing facilities. Information regarding TDM can be found in the 2019 *Guidance for Comprehensive Transportation Review*, at https://ddot.dc.gov/service/godcgo, or by contacting info@godcgo.com.

Public Space Framework

DDOT, in partnership with the Office of Planning, works to ensure the design of public space is of high quality and meets minimum requirements. To this end, the District has in place streetscape standards, guidelines, and policies to guide changes to public space.

Uses that impact the character of public space include sidewalk cafes, vending, street festivals, and other non-permanent activities. Physical features that impact the character of public space can include sidewalk paving material, fences and retaining walls, street trees and their spacing, vault spaces, other infrastructure like street lights or curb and gutters, and any building encroachments into the public space.

Restoration of the public space is expected as part of the redevelopment of the Site, including installation of missing street trees and sidewalks (minimum 6-feet on Benning Road, C Street, St. Louis Street, and 46th Street Extended). All sidewalks and curb ramps surrounding and within the Site must be upgraded to comply with Americans with Disabilities Act (ADA) guidance. Trash storage must be accommodated on-site and not in DDOT-controlled public space, and designs for loading areas must allow front-in/front-out access from any public street. Respondents may refer to Chapters 11, 12A, and 24 of the District of Columbia Municipal Regulations (DCMR), DDOT's *Design and Engineering Manual* (DEM), and the *Public Realm Design Manual* for public space design guidance.

For further information on DDOT's development review process, please contact Aaron Zimmerman in DDOT's Planning and Sustainability Division (PSD) at 202.671.2356 or aaron.zimmerman@dc.gov.

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 or better terms as offered to the market-rate housing units.

As part of the response, each Respondent shall use the Inclusionary Zoning 2018 Maximum Income, Rent, and Purchase Price Schedule effective as of October 12, 2018 that may be found at the following link: https://dhcd.dc.gov/sites/default/files/dc/sites/dhcd/publication/attachments/IZ%20Income%20Schedule%20as%20of%20October%202018.pdf.

While this 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 2018 are identified in the schedule, 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.

ADUs will be monitored by DHCD's Inclusionary Zoning (IZ) Division to ensure the units are sold/leased pursuant to the recorded covenant and program rules. The IZ Division maintains a list of registered households interested in buying and leasing affordable units and is willing and able to conduct IZ-type lotteries for ADUs or market the available ADUs to its list of registered households. DHCD's IZ Division has procedures in place to train sales and leasing teams on the ADU process, including annual reporting requirements. Further information is available at https://dhcd.dc.gov/service/inclusionary-zoning-affordable-housing-program.

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 or purchase price, 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) HPTF or 9% Low Income Housing Tax Credit financing from DHCD.

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

DHCD accepts applications for HPTF and 9% Tax Credit financing through competitive Consolidated Requests for Proposals ("DHCD Consolidated RFP") at established intervals, approximately once every nine months. The DHCD Consolidated RFP is highly competitive (approximately 1 in 3 applications is selected for further underwriting) and any proposal to DMPED that assumes an award of HPTF or 9% LIHTC financing should factor this uncertainty and timeline into their proposal.

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

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

Sustainability and Green Building Requirements

The Site shall be developed in compliance with the District of Columbia's Green Building Act of 2006, as amended, codified in D.C. Official Code § 6-1451.01, *et seq.*, and the District's storm water management regulations published in Chapter 5 of Title 21 of the DCMR and Chapter 31 of Title 20 of the DCMR. Respondents' proposals 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 2.0 Plan establishes goals and targets to ensure that the District is the healthiest, greenest, most livable city for all District residents. The Plan encompasses 167 actions and 36 goals across 13 separate topics. The Sustainable DC 2.0 Plan is found at http://www.sustainabledc.org/sdc2/. Respondents should review the Plan and highlight their qualifications and experience in developing sustainable projects, if any, in their response.

Clean Energy DC is the District's energy and climate action plan. It identifies what actions need to be taken between now and 2032 in our buildings, our energy infrastructure, and our transportation system to meet the District's ambitious GHG reduction targets. Included in the list of 57 proposed actions is the adoption of net-zero energy construction codes by 2026 for all new construction. Respondents should review the plan at https://doee.dc.gov/cleanenergydc and demonstrate how they have considered pursuing deep energy efficiency or net-zero energy performance in their response.

Climate Ready DC is the District's strategy for making the city more resilient to climate change. It recommends adaptation strategies across four sectors: Transportation & Utilities, Buildings and Development, Neighborhoods & Communities, and Governance and Implementation. Buildings across the city are at risk from climate related hazards such as flooding, extreme

weather, and heat. Respondents should review the Plan at https://doee.dc.gov/climateready and demonstrate how they have evaluated the risks that climate change may pose to their project and designed their submission to mitigate those risks.

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

In addition to the Green Building Act of 2006, Respondents are encouraged to demonstrate that they incorporated solar photovoltaics in their project and maximize their rooftop generation potential to the extent allowable by District of Columbia codes and regulations. Respondents are also encouraged to consider coupling battery storage with solar photovoltaics in order to provide resilient backup power to the project. Any future Solar Renewable Energy Certificate (SREC) income streams should be included as a revenue source in the project budget.

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

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 the purchase of power from newly installed renewable energy in the region);
    - zero waste (meaning above 90% diversion of waste both during construction and operation);
    - retain stormwater volume for the 1.7-inch rain event, and collect and reuse rainwater and greywater onsite; and/or
    - design and construct the project to achieve either full or petal certification under the International Living Future Living Building Challenge program.

There are strong financial incentives available in the District for deep energy efficiency, stormwater management, and renewable energy. These incentives include: DC Sustainable Energy Utility, DC PACE Program, River Smart Communities, River Smart Rewards, River Smart Rooftops, Stormwater Retention Credits, and the pending Green Bank programs.

For more information, contact Casey Studhalter or Kendra Wiley of the Department of Energy and Environment's Urban Sustainability Administration at (202) 535-2460 / casey.studhalter@dc.gov or (202) 727-5838 / kendra.wiley@dc.gov.

First Source

Pursuant to D.C. Official Code § 10-801(b)(7), the Workforce Intermediary Establishment and Reform of 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 the disposition agreement, with the Department of Employment Services ("DOES"). Collective bargaining agreements shall not be the basis for the waiver of these requirements. Respondents must sign the Form of Acknowledgement attached as Appendix A and submit it as part of their response to this RFP.

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

Certified Business Enterprises

The below represents the minimum CBE required by law. On this project, DMPED has a preference to maximize CBE participation, ideally 100%. 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. ("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") at least 35% of the total development budget. If there are insufficient qualified SBEs to fulfill the 35% requirement, the requirement may be satisfied by subcontracting 35% to qualified Certified Business Enterprises ("CBEs"). A CBE Respondent selected is not required to comply with the 35% SBE subcontracting requirement if the entire development project is performed using its own organization and resources.

Pursuant to §2-218.49a of the CBE Act, Small Investors, Disadvantaged Investors, or Certified Equity Participants shall invest at least 20% of the total sponsor equity, excluding debt financing, mezzanine financing, or other equity contributions by limited or institutional investors; and, in addition to complying with the general 35% SBE subcontracting provisions, at least 20% of the dollar volume of non-construction development goods and services shall be subcontracted to SBEs, and if there are insufficient qualified SBEs to fulfill this requirement, then the requirement may be satisfied by contracting 20% of that dollar volume to any qualified CBEs. If the entity that controls the development project is an entity tax-exempt under 26 U.S.C.S. § 501(c), or other not-for-profit entity, such entity is exempt from the equity and development participation requirements, pursuant to §2-218.49a of the CBE Act, set forth above.

The District's Department of Small and Local Business Development ("DSLBD") determines which entities are certified 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 Acknowledgement Form attached as Appendix A and return to DSLBD prior to executing a disposition agreement. Please contact Kellee Leo at DSLBD at 202-727-3900 or kendrietta.leo@dc.gov should you require additional information.

Davis Bacon

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

Hotel Uses

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

Minimum Terms of Disposition

The District has provided more information about the disposition structure from Respondents in the "Solicitation Process" section of this RFP. A fee simple transfer or a ground lease with a term in excess of 15 years (inclusive of options) will require authorization by the District 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 transfer.

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 provide any public subsidy to fill 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: https://dmped.dc.gov/OurRFP_FletcherJohnson

Pre-Response Information Session and Site Visit

DMPED will conduct an information session and introductory site visit on July 24th at 2:00pm. The location for the information session will be posted to the DMPED website. Attendance at this session is strongly recommended for all Respondents.

The tentative schedule for the Pre-Response Information Session and Site Visit is as follows:
2:00 pm – 2:15 pm: Arrive and Check-in
2:15 pm – 4:00 pm: Information and Q&A Session
4:00 pm – 4:30 pm: Site Walk

Respondents can RSVP by July 19th by emailing wendell.felder@dc.gov with the name, organization, phone number, and email address of the attendee(s).

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

RFP Proposal Submission Requirements

Proposals are due by Wednesday, August 28, 2019 at 3:00 PM Eastern Standard Time.

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

Format
All responses must meet the following format requirements:

- Responses shall be prepared on 8 ½" x 11" letter-size paper and contained in a three ring binder, 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 eighty pages on forty sheets of double-sided paper, excluding appendices.
- Five (5) hard copies shall be submitted to DMPED and one (1) electronic copy on a thumb drive.

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's response. In particular the letter should (1) articulate the vision for the Site, which identifies any proposed uses and tenant(s); (2) discuss how the District and surrounding neighborhood will benefit from the proposed project (i.e., economic impact, job creation, etc.); (3) discuss how the proposal will incorporate the community goals established through the OurRFP process; and 4) describe how the proposed project fits within the existing neighborhood fabric.

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.

Respondent shall identify the following key team entities:

Development Partners	*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.*
Tenant Partners	*If applicable, identify any proposed tenant(s) for the project.*
Financial Partners	*If applicable, identify any construction and permanent lenders, major investors, and other key consultants, if any, included in the financing plan.*
Design Team	*If applicable, identify any architects, engineers, consultants, etc. included as part of the proposed team.*
Other relevant team members	*If applicable, please identify.*

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

Name	*First and last name*
Address	*Business address*
Telephone Number	*Business telephone number*
Email Address	*Business email address*
Title	*Business title*

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

Tab 3: Litigation and Liabilities

Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults
Respondent shall provide a statement regarding any debarments, suspensions, bankruptcy, or loan defaults on real estate development projects and/or government contracts of any of the team members' entities or affiliates (listed above in "Respondent Team Identities & Details").

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

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

Tab 4: Organizational Documents

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

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

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

Tab 5: Qualifications and Experience

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

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

Tab 6: Project Concept

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

I. A project narrative indicating the overall concept and vision for the Site, scope of work, scale, and character of the project, proposed solution(s) to any potential obstacles to development, 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 change. If applicable, Respondent should provide a schedule that fully describes each step in the approval process necessary for entitlements assumed in the response;
III. A visual representation of the proposed development and schematic plans that includes basement plan, ground floor plan, typical floor plan, and roof plan and elevations of front, side, and rear views for vertical structures. 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;

IV. 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;

V. Evidence of market demand and rent/sales projections for each type of proposed programmed use;

VI. 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;

VII. Parking and loading plans, including access points. The project's transportation and parking strategy, considering the Development Parcel's location close to a Metro Station and multiple bus stops, and major transportation corridor;

VIII. 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;

IX. A proposed project timeline for the design, construction and occupancy periods, including any phasing of the development;

X. 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;

XI. 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

XII. A description of any proposed additional project or neighborhood related amenities.

Respondents must submit one project concept for matter-of-right and one project concept that considers the proposed Comprehensive Plan amendments for the Development Parcel. Submitting any additional concepts is discouraged.

Tab 7: Community Preferences

Respondent shall describe how its proposed development plan incorporates the OurRFP Community Preferences described on page 4. At a minimum, Respondent should use best efforts to address in its proposal as many priorities as is feasible, while also articulating a coherent development vision for the Site. Specifically, Respondent should make best efforts to propose:

i. a mixed-use development with a retail or institutional use as an anchor;
ii. a residential component that targets extremely-low to moderate-income households;
iii. a residential component that includes opportunities for homeownership; and
iv. sustainability strategies that exceed existing green building requirements.

Tab 8: 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 the IZ Schedule;
- 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 9: 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, SREC income, green rebates and incentives, 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. The statement should assume that DMPED will not provide any public subsidy to fill funding gaps or shortfalls.

Tab 10: 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 11: 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 feasibility of the strategy proposed. 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 returns 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 12: Financial Capacity

DMPED seeks to evaluate Respondent's ability and willingness to invest sponsor equity and self-fund project predevelopment costs ***(Respondent should note 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 transfer of the Development Parcel and construction of the project.

Tab 13: Project Schedule

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

Tab 14: Statement of Minimum Terms

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

Tab 15: Community & Stakeholder Outreach

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

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

Tab 16: First Source, Certified Business Enterprises, and Local Hiring

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

Local Hiring & Opportunities
Respondent is encouraged to incorporate in their response the following:

i. *Employment and business opportunities for local residents and businesses.*
If included, Respondent will submit detailed plans for apprenticeship programs that facilitate placing existing District of Columbia residents into employment opportunities within the project. The commitment and strategy to develop and implement a local apprenticeship program shall be in accordance with D.C. Official Code §§ 32-1401, *et seq.*

ii. *Opportunities for District neighborhood-based business to participate in the project.*
If included, Respondent will submit evidence of the inclusion of such businesses in the form of written confirmation from such neighborhood-based businesses and shall include the scope and details of the said businesses' involvement in the project.

Tab 17: Hotel Uses (if applicable)

A Respondent whose response contemplates a hotel use shall enter into a Labor Peace Agreement as required under the Hotel Development Projects Labor Peace Agreement Act of 2002, D.C. Official Code §§ 32-851, et seq., with any labor organization that seeks to represent employees involved in hotel operations at the Site as a part of its response to the RFP. Respondents shall provide a copy of the executed Labor Peace Agreement.

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

Tab 18: 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 ½" x 11" pages and should include at a minimum the following:

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

Development RFP Deposit

Amount:	$50,000
Format:	Standby, irrevocable letter of credit (See Appendix E for form)
Due At:	RFP response submission
Conditions:	If a Respondent's proposal is not selected, the letter of credit shall be returned to the Respondent. If a Respondent's proposal is selected, the letter of credit will only be returned upon 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 Wednesday, August 28, 2019**. The electronic files, including, but not limited to, a PDF of the response and the Microsoft Excel pro forma, shall be uploaded to the Box link at the bottom of the project webpage here: https://dmped.dc.gov/OurRFP_FletcherJohnson

Uploaded electronic files should use the following naming convention: "Fletcher-Johnson 2019 RFP Response – [Team Name] – [File Type]-[Date]".

The hard copies and RFP deposit must be marked with "Fletcher-Johnson 2019 RFP - [Team-Name]" on the box or envelope and delivered to the following address by the submission deadline above:

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

EVALUATION PROCESS

Selection Recommendation Panel

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

Evaluation Criteria

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

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

Attainment of District Goals

The District will more highly rate proposals that:

i. Propose mixed-use development with a retail or institutional component;
ii. Maximize affordable housing in line with the District's Policy Goals and Requirements;
iii. Maximize the economic value to the District;
iv. Improve the quality of life for the surrounding neighborhood;
v. Address stakeholder concerns and requirements;
vi. Provide employment opportunities for local residents and businesses;
vii. Provide contracting opportunities for CBE certified businesses; and
viii. Support the District's sustainability goals.

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

i. Maximizing the overall economic benefit to the District, including:
   - Maximizing the development envelope such as through assemblage of adjacent land parcels or modification of current zoning;
   - Maximizing value to the District through land value proceeds (paid by Respondent to the District) and incremental property and sales taxes; and
   - Maximizing community benefits, including affordable housing and job creation and/or apprenticeship programs for District of Columbia residents, particularly for residents within 1-mile of the Site.
ii. Seeking the least amount of subsidy (either through a reduction in land value proceeds or through other District or federal public financing tools) to fill anticipated financing and/or investment gaps in the project's capital structure.
iii. Providing District and Ward 7 residents and businesses with opportunities to participate 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 while maximizing density;
iii. Creating strong retail activity on the Development Parcel; and
iv. Providing a sustainable development that has minimal impact on the environment and achieves higher LEED certifications.

Qualifications and Experience of Respondents

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

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

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

Project Financial Feasibility and Team's Financial Capacity

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

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

Announcement of Short List

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

Final Selection & Notice

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

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

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

Post-Selection Due Diligence

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

Disposition Agreement & Approval

If one Respondent is 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 <u>shall the District be responsible for the reimbursement of any such costs.</u>**

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 Statement of Minimum Terms (see Appendix D), and such other terms

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

TRANSACTION TERMS

Site Condition

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

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

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

Predevelopment and Development Costs

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

- Respondents shall be solely responsible for all pre-development (including possible demolition of existing improvements, environmental remediation costs, and due diligence studies such as traffic, geotechnical, storm water management, historic preservation reviews, and other site preparations) and project development costs.
- Respondents shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time.

DMPED expects the selected Respondent to proceed immediately with predevelopment work upon selection and execution of a right of entry in order to meet the dates in the Schedule of Performance submitted as part of its response. All funds expended by Respondent on due diligence and predevelopment work during negotiation with the District shall be at its sole cost and risk; under no circumstances shall the District be responsible for the reimbursement of any such costs even if the parties do not execute a disposition agreement or the project is not successfully completed.

RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

Reservation of Rights

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

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

Conflicts of Interest

Disclosure

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

i. The compensation to be requested, offered, paid, or received in connection with this RFP has been developed and provided independently and without consultation, communication, or other interaction with any other competitor for the purpose of restricting competition related to this RFP or otherwise;

ii. No person or entity currently or formerly employed by the District or retained by the District in connection with this RFP: (i) has provided any information to Respondents that was not also available to all entities responding to the RFP; (ii) is affiliated with or employed by Respondents or has any financial interest in Respondents; (iii) has provided any assistance to Respondents in responding to the RFP; or (iv) will benefit financially if Respondents are selected in response to the RFP; and

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

On-going Reporting

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

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

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

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

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

Selection Non-Binding
The selection by the District of a Respondent indicates only the District's intent to negotiate with a Respondent, and the selection does not constitute a commitment by the District to execute a final agreement or contract with the Respondent. Respondents therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on the District for any costs or liabilities incurred as a result of responding to this RFP.

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

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

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

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

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

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

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

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

Other Limiting Conditions

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

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

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

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

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

QUESTIONS

All questions regarding this RFP must be submitted via e-mail only to Wendell.Felder@dc.gov. Respondents shall not direct questions to any other person within the District except as allowed elsewhere in this RFP. Responses to Respondent questions will be aggregated and posted on the DMPED website: http://dmped.dc.gov/ prior to the submission deadline.

APPENDIX A | FORM OF ACKNOWLEDGEMENT

Respondent hereby acknowledges that, if selected by the District to negotiate a disposition agreement, Respondent will enter into a First Source Employment Agreement with the District's Department of Employment Services ("DOES"), pursuant to D.C. Official Code §10-801(b)(7), D.C. Official Code § 2-219.01, 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 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 Office of the Deputy Mayor 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: _____

_____

APPENDIX B | SITE TOUR WAIVER, RELEASE, AND INDEMNIFICATION

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

1. I acknowledge that the District of Columbia (the "**District'**) is the owner of the real property located at 4650 Benning Rd SE, known as Lot 0802 in Square 5344, and all improvements located thereon (the "**Property**").

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

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

_____, 2019 from_____AM / PM –_____AM / PM

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

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

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

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

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

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

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

11. I hereby waive (i) any objection to the venue of any action filed in any court situated in the jurisdiction in which the Property is located, (ii) any right, claim, or power under the doctrine of forum non convenience 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 response)

Milestone	Completion Date	Party Responsible
Final Selection of development team & Notice	Winter 2019	DMPED
Submission of Disposition Agreement and supporting exhibits for Council approval		DMPED & Developer
Execution of Disposition Agreement (subject to Council approval of surplus and disposition legislation)		DMPED & Developer
Submission of Disposition Agreement Payment		Developer
Submission of Application to the Zoning Commission (if applicable)		Developer
Permit Drawing Submission to DMPED		Developer
Permit Drawing Submission to DCRA		Developer
Building Permit Issuance		Developer
Closing and Submission of Closing Payment (maximum of two years from Council approval)		Developer
Construction Commencement		Developer
Substantial Completion of Construction		Developer
Certificate of Occupancy Issued		Developer

APPENDIX D | STATEMENT OF MINIMUM BUSINESS TERMS

Disposition of Fletcher-Johnson
(Square 5344 Lot 0802)

Lessor/Seller	Government of the District of Columbia, acting by and through the Deputy Mayor for Planning and Economic Development (the "**District**")
Lessee/Purchaser/Developer	Entity Name: _____
Description of Real Property	The parcel of land known for tax and assessment purposes as Lot 0802 in Square 5344 and all improvements existing thereon (the "**Development Parcel**").
Disposition Structure	The Development Parcel may be conveyed by the District to the selected Respondent ("Developer") via a ground lease term of no less than 15 years under D.C. Official Code § 10-801(b)(8)(C), **or** The Development Parcel may be conveyed by the District to the Developer in fee (via Quitclaim Deed) pursuant to D.C. Official Code § 10-801(b)(8)(F). Developer proposes the following Conveyance Structure: _____
Disposition Timeline	The disposition timeline must be consistent with D.C. Official Code § 10-801 and is to occur within two years of Council authorization of the disposition.
Disposition Agreement Payment	Upon execution of a Land Disposition and Development Agreement (LDDA), Developer shall deliver to District a Letter of Credit in a form acceptable to the District in the amount of $_____, which is equal to ten percent (10%) of the Purchase Price (if acquiring fee title) or ten percent (10%) of the appraised land value (if entering into a ground lease) (the "**Disposition Agreement Deposit**"). The Disposition Agreement Deposit is not a payment on account of and shall not be credited against the Purchase Price or ground rent. Rather, the Disposition Agreement Deposit shall be held by District to be used as security to ensure Developer's compliance with the LDDA and may be drawn on by District in accordance with the terms of the LDDA.
Purchase Price (If fee simple acquisition)	Developer shall pay to District $_____for fee simple conveyance of the Development Parcel at closing.
Annual Base Rent (If ground lease)	Developer shall pay to District $_____in annual base rent.
Annual Base Rent Escalation	Annual base rent shall increase by____% on (i) the_____anniversary of the Closing date and (ii) shall increase____% every subsequent_____anniversary of the initial rent escalation date during the term of the ground lease.
Rent Payment Terms	Rent payments shall commence at Closing.
Fair Market Value (FMV) Annual Ground Rent Recalculations	Annual base rent shall be recalculated on every 10th anniversary of the commencement date of the ground lease during the term of the ground lease. Each recalculation shall be based on the then-current fair market value of the Development Parcel, determined by appraisal, which shall be equal to the product of (x) 100% of the appraised value, determined as if the Development Parcel were (1) encumbered by the ground lease, (2) unimproved by any improvements, and (3) to be used for the actual uses in place, multiplied by (y)_____[enter a market rent factor]; provided that the annual base rent resulting from each recalculation shall not be greater than 120% or less than 100% of the preceding year's annual base rent.
Development and Operational Costs	The Developer shall be solely responsible for the costs of development and future operation of the Development Parcel. The Developer shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the Development Parcel, including, if applicable, possessory interest tax assessed under D.C. Official Code § 47-1005.01.
Conditions of Closing	In addition to the other District standard conditions of Closing, the District's obligation to convey the Property is conditioned upon: • The District's approval of the Developer's design, budget, and project financing plan. • Developer's obtaining financing and equity to fund 100% of the development.

	• Developer's providing the District development and completion guaranties to the District's satisfaction. • Developer having received all necessary zoning approvals or any zoning relief deemed necessary to accomplish the project. • Developer having received all necessary permits and other approvals required for commencing construction of the project.
Developer Financing	Developer shall be responsible for obtaining financing and equity to fund 100% of the project. The District agrees to cooperate with Developer in connection with Developer's proposed financing of the Development Program pursuant to a project funding plan (approved by the District). The District shall not be obligated to extend any loan to Developer or grant any funds to Developer in connection with the financing of the Development Program by Developer, and the District shall incur no liability whatsoever should Developer fail to obtain or close on financing for the Project.
Affordable Housing	In the event that the Development Parcel is being developed as a residential project, the District requires the Developer to comply with the requirements of the Inclusionary Zoning program, as applicable, and D.C. Official Code §10-801. Respondent proposes_____% of the housing units will include affordable units, with_____% at _____% AMI;_____% at_____% AMI;_____% at_____% AMI.
Green Building Requirements	Developer shall construct the project improvements in accordance with the *Green Building Act of 2006*, D.C. Official Code § 6-1451.01, et seq., and DC's Stormwater Management Program stated in 21 DCMR, Chapter 5. In addition, Developer must submit with its building permit application a LEED checklist indicating that the Improvements are designed to include sustainable design features such that the Improvements meet the standards for certification as a LEED building the appropriate LEED certification level per to the requirements of the Green Building Act. Developer must also register the building with the U.S. Green Building Council, must construct the Improvements in accordance with the building permit, and must use commercially reasonable efforts to obtain LEED certification at the appropriate LEED certification level pursuant to the requirements of the Green Building Act for the Improvements once construction has been completed. Complete per proposal: Developer proposes to deliver a project with the following sustainability considerations/green building level: _____
Design Review	District shall have the right to approve project plans and drawings related to the design, development, and construction of the improvements on the Development Parcel to ensure the quality and compatibility of the proposed improvements.
Post-Closing Requirements	Developer shall be bound by the requirements of a Construction & Use Covenant and, if applicable, an Affordable Housing Covenant, to be attached to the Disposition Agreement, which may be amended with the approval of the District.

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

RESPONDENT:

BY: _____

Name:

Title:

ISSUER:
[Name of bank]
[Bank address]

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

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

Beneficiary

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

Applicant

[Name of developer]
[Address of developer]

AMOUNT: $[Letter of credit amount]

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

Ladies and Gentlemen:

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

1. A draft at sight drawn on [Name of bank] duly endorsed on its reverse thereof by a duly authorized representative of the Beneficiary, specifically referencing this Letter of Credit Number [Letter of credit number];

2. The original of this Letter of Credit; and

3. A dated statement issued on the letterhead of Beneficiary, stating: "The amount of this drawing is $_____, drawn under Irrevocable Standby Letter of Credit No. [Insert Number] and represents funds due and owing to the District of Columbia." Such statement shall be conclusive as to such matters and Issuer will accept such statement as binding and correct. Issuer shall have no right, duty, obligation or responsibility to evaluate the performance or nonperformance of any underlying agreement between Applicant and Beneficiary before performing under the terms of this Letter of Credit.

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

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

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

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

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

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

Truly Yours,

_____ _____

Authorized Signature Name (printed)