

Hill East Phase II Development

Parcels A, B-1, B-2, C, E, F-2, G-2, and H



REQUEST FOR PROPOSALS

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



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INTRODUCTION

The Government of the District of Columbia (the "District"), through the Office of the Deputy Mayor for Planning and Economic Development ("DMPED"), is releasing this Request for Proposals ("RFP") as it seeks to receive proposals (each, a "Proposal" and collectively, "Proposals") from individuals and/or teams (each, a "Respondent" and collectively, "Respondents") for the redevelopment of certain parcels (each, a "Bundle" and collectively, "Bundles") located in the property known as Lot 0007 in Square 1112E ("Hill East") into a vibrant, mixed-use urban waterfront community.

This RFP includes two separate and distinct Bundles of parcels (each Bundle, a "Development Parcel" and collectively, "Development Parcels"), as follows:

1. Bundle 1: Parcels A, B-1, B-2, F-2, and G-2
2. Bundle 2: Parcels C, E, and H

Respondents are instructed to submit one Proposal for either Bundle 1 or Bundle 2, but not both. Respondents must determine to which Bundle they will respond and only include elements and aspects for that Bundle. Proposals that combine the Bundles will not be accepted. See Map Section ("**MAPS**") for more details on Bundle 1 with Parcels A, B-1, B-2, F-2, and G-2, and Bundle 2 with Parcels C, E, and H.

Given the Development Parcels' location within Hill East, it is critical that the proposed development plans reflect the important value of these sites to the surrounding community and embody the following characteristics:

- Comply with the Hill East Master Plan;
- Maximize affordable housing;
- Maximizes equity ownership and majority control opportunities for Disadvantaged Business Enterprises;
- Uses that are compatible with and leverage surrounding neighborhood development;
- Responsiveness to community and stakeholder preferences;
- Sustainable and energy efficient buildings;
- High architectural design quality; and
- A transit-oriented development that reflects the project's adjacency to multiple public transit options.

Further, given the location of Hill East adjacent to and abutting the land known as Reservation 343, which has included for many years a memorial to Robert F. Kennedy ("RFK") and which is known collectively (though colloquially) as RFK, and given RFK's life and legacy in the pursuit of racial equity, economic justice, and affordable housing, the District seeks and will prioritize Proposals that include tangible implementations of his ideals. These are discussed in the "Robert F. Kennedy Ideals Implementation" section of this RFP.

DEVELOPMENT PARCEL DESCRIPTION

Hill East Phase II Development is comprised of eight (8) adjacent parcels (each, a "Parcel", and multiple, the "Parcels") on the Hill East site. The District is offering these Parcels in two separate Bundles. Bundle 1 is a compilation of five (5) Parcels including A, B-1, B-2, F-2, and G-2 with 221,798 square feet in total land area. Bundle 2 is a compilation of three (3) Parcels including C, E, and H with 275,059 square feet in total land area. Respondents can choose to submit Proposals for either Bundle 1 OR Bundle 2. Each Proposal for either Bundle 1 or Bundle 2 should include all the Parcels listed in those Bundles. Respondents are not permitted to separately select Parcels from each Bundle or between Bundles or combine the Bundles in their Proposals.

Bundle 1: Development Parcel A, B-1, B-2, F-2, and G-2

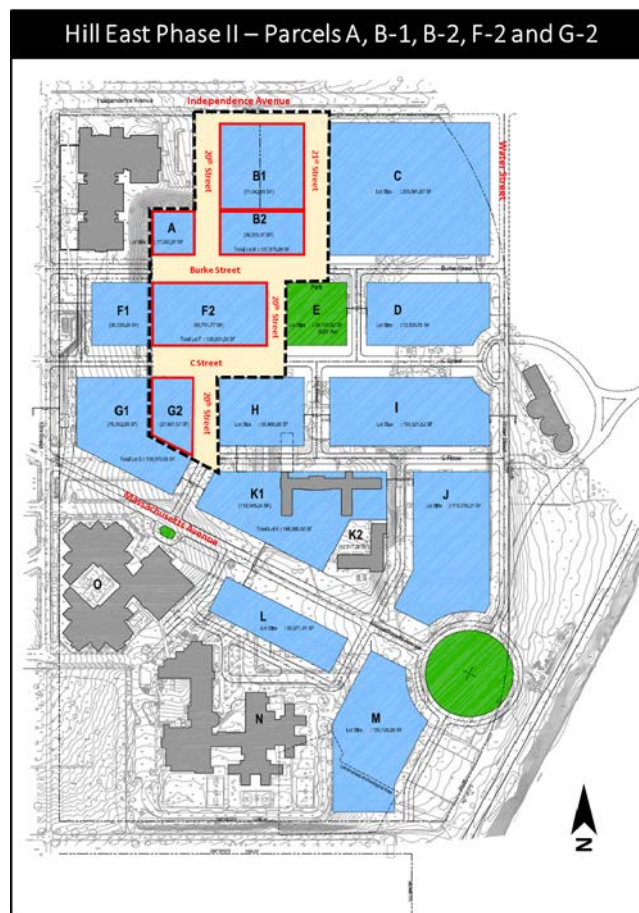


Figure 1: Bundle 1 - Development Parcel A, B-1, B-2, F-2, and G-2 (shown outlined in red). Map not to scale.

| | | |
|------------------------|----------------|---|
| LOCATION | | HILL EAST |
| PARCELS | | A, B-1, B-2, F-2, and G-2 |
| Parcel A | Square Footage | 17,061 SF |
| | Owner | District of Columbia (DMPED) |
| | Status | Vacant (except for portion of Bldg. 29 below-grade foundation and slab) |
| | Zone | HE-2 |
| Parcel B-1 | Square Footage | 71,043 SF |
| | Owner | District of Columbia (DMPED) |
| | Status | Partially Occupied (Parking lot for St. Coletta of Greater Washington & portion of Bldg. 9 below grade foundation and slab) |
| | Zone | HE-2 |
| Parcel B-2 | Square Footage | 36,334 SF |
| | Owner | District of Columbia (DMPED) |
| | Status | Vacant (except for portion of Bldg. 9 & 29 below grade foundation and slab) |
| | Zone | HE-2 |
| Parcel F-2 | Square Footage | 69,792 SF |
| | Owner | District of Columbia (DMPED) |
| | Status | Vacant (except for portion of Bldgs. 1, 2, 3 & 29 below grade foundation and slab) |
| | Zone | Zoned HE-1 and HE-2 |
| Parcel G-2 | Square Footage | 27,568 SF |
| | Owner | District of Columbia (DMPED) |
| | Status | Vacant (except for portion of Bldg. 1 below grade foundation and slab) |
| | Zone | HE-1 |
| TOTAL SQUARE FOOTAGE | | 221,798 SF |
| ADJACENT METRO STATION | | Stadium-Armory Metrorail Station |

NOTE: Square feet may vary (+/-) based on the actual boundary survey map for each Parcel.

Figure 2: Bundle 1 - Development Parcel A, B-1, B-2, F-2, and G-2

Parcel A: This Parcel is bound on the west and north by St. Coletta of Greater Washington, on the south by Burke Street, SE, and on the east by 20th Street, SE. Parcel A has frontage on the north side of Burke Street, SE, and on the west side of 20th Street, SE. Parcel A is approximately 17,061 square feet in land area. The existing Bldg. 29 improvements on Parcel A have been demolished. A small portion of Bldg. 29's below-grade foundation and slab and a portion of existing road improvements remain on-grade and will need to be demolished by the selected Respondent. See **MAPS** for details on Site Conditions and Existing Structures.

Parcel B-1: This Parcel is bound on the north by Independence Avenue, SE, on the west by 20th Street, SE, on the south by Parcel B-2, and on the east by 21st Street, SE. Parcel B-1 has frontage on the south side of Independence Avenue, SE, on the east side of 20th Street, SE, and on the west side of 21st Street, SE. Parcel B-1 is approximately 71,043 square feet in land area. This Parcel is partially occupied by St. Coletta of Greater Washington's parking lot. In addition, a portion of Bldg. 9's below-grade foundation and slab and a portion of existing road improvements remain on-grade and will need to be demolished by the selected Respondent. Any development on this Parcel will need to be coordinated with St. Coletta of Greater Washington. See **MAPS** for details on Site Conditions and Existing Structures.

There is a DC Water Sewer line that runs through, below-grade, Parcel B-1. Any development on Parcel B-1 will have to factor in impacts of building above the existing sewer line or re-routing it. See **MAPS** for details on DC Water Sewer line. All Respondents shall coordinate with DC Water on existing and proposed DC Water infrastructure improvements.

Parcel B-2: This Parcel is bound on the north by Parcel B-1, on the west by 20th Street, SE, on the south by Burke Street, SE, and on the east by 21st Street, SE. Parcel B-2 has frontage on the north side of Burke Street, SE, on the east side of 20th Street, SE, and on the west side of 21st Street, SE. It is approximately 36,334 square feet in land area. Small portions of Bldg. 29's and Bldg.

9's below-grade foundations and slabs and a portion of existing road improvements remain on-grade and will need to be demolished by the selected Respondent. See **MAPS** for details on Site Conditions and Existing Structures.

There is a DC Water Sewer line that runs through, below-grade, Parcel B-2. Any development on Parcel B-2 will have to factor in impacts of building above an existing sewer line or re-routing it. See **MAPS** for details on DC Water Sewer line. All Respondents shall coordinate with DC Water on existing and proposed DC Water infrastructure improvements.

Parcel F-2: This Parcel is bound on the north by Burke Street, SE, on the west by Parcel F-1, on the south by C Street, SE, and on the east by 20th Street, SE (next to Parcel E). Parcel F-2 has frontage on the south side of Burke Street, SE, on the north side of C Street, SE, and on the west side of the proposed Hill East Neighborhood Square on Parcel E. It is approximately 69,792 square feet in land area. The existing DC General Hospital improvements (specifically Bldgs. 1-3) on Parcels F-2 were demolished in fall 2020. A small portion of Bldg. 29's and Bldgs. 1-3's below-grade foundations and slabs and a portion of existing road improvements remain on-grade and will need to be demolished by the selected Respondent. See **MAPS** for details on Site Conditions and Existing Structures.

There is a DC Water Sewer line that runs through, below-grade, Parcel F-2. Any development on Parcel F-2 will have to factor in impacts of building above an existing sewer line or re-routing it. See **MAPS** for details on DC Water Sewer line. All Respondents shall coordinate with DC Water on existing and proposed DC Water infrastructure improvements.

Parcels G-2: This Parcel is bound on the north by C Street, SE, on the west and south by Parcel G-1, and on the east by 20th Street, SE. Parcel G-2 has frontage on the south side of C Street, SE, and on the west side of 20th Street, SE. It is approximately 27,568 square feet in land area. A small portion of existing DC General Hospital improvements (specifically Bldgs. 1-2) on Parcels G-2 were demolished in fall 2020. A small portion of Bldgs. 1-2's below-grade foundations and slabs and a portion of existing road improvements remain on-grade and will need to be demolished by the selected Respondent. See **MAPS** for details on Site Conditions and Existing Structures.

Community Context:

The Parcels in Bundle 1 are within Advisory Neighborhood Commission ("ANC") 7F.



Figure 3: Bundle 2 - Development Parcel C, E, and H (shown outlined in red). Map not to scale.

| LOCATION | | HILL EAST |
|----------|----------------|--|
| PARCELS | | C, E, and H |
| Parcel C | Square Footage | 183,431 SF |
| | Owner | District of Columbia (DMPED) |
| | Status | Vacant (except for portion of Bldg. 9 below-grade foundation and slab) |
| | Zone | Predominantly zoned HE-3 with a portion within zone HE-2 |
| Parcel E | Square Footage | 36,158 SF |
| | Owner | District of Columbia (DMPED) |
| | Status | Partially Improved (Bldg. 5 to be demolished on Parcel and a portion of Bldg. 4 below-grade foundation and slab) |
| | Zone | HE-2 |
| Parcel H | Square Footage | 55,470 SF |
| | Owner | District of Columbia (DMPED) |
| | Status | Partially Improved (Portion of Bldgs. 1, 2 & 3 below grade foundation and slab exist and portion of Anne Archbold Hall remains to be demolished) |
| | Zone | HE-1 |

| | |
|------------------------|----------------------------------|
| TOTAL SQUARE FOOTAGE | 275,059 |
| ADJACENT METRO STATION | Stadium-Armory Metrorail Station |

NOTE: Square feet may vary (+/-) based on the actual boundary survey map for each Parcel.

Figure 4: Bundle 2 - Development Parcel C, E, and H

Parcel C: This Parcel is bound on the north by Independence Avenue, SE, on the west by 21st Street, SE, on the south by Burke Street, SE, and on the east by Water Street, SE. Parcel C has frontage on the south side of Independence Avenue, SE, on the north side of Burke Street, SE, on the east side of 21st Street, SE, and on the west side of Water Street, SE. It is approximately 183,431 square feet in land area. A small portion of Bldg. 9's below-grade foundation and slab and a portion of existing road improvements remain on-grade and will need to be demolished by the selected Respondent. This Parcel is adjacent to Bldg. 6, which serves as an existing warehouse for the D.C. Department of General Services ("DGS"). Any development on this Parcel will need to be coordinated with DGS with regards to demolition of this warehouse. See **MAPS** for details on Site Conditions and Existing Structures.

Parcel E: This Parcel is bound on the north by Burke Street, SE, on the west by 20th Street, SE, on the south by C Street, SE, and on the east by 21st Street, SE. Parcel E has frontage on the south side of Burke Street, SE, on the north side of C Street, SE, on the east side of 20th Street, SE, and on the west side of 21st Street, SE. It is approximately 36,158 square feet in land area. The existing DC General Hospital improvements (specifically Bldg. 5) on Parcel E remains and will need to be demolished by the selected Respondent. A small portion of Bldg. 4's below-grade foundations and slabs and a portion of existing road improvements remain on-grade and a small portion of Bldg. 5's below-grade foundation and slabs and a portion of existing road improvements will remain on-grade and will need to be demolished by the selected Respondent. See **MAPS** for details on Site Conditions and Existing Structures.

Parcel H: This Parcel is bound on the north by C Street, SE, on the west by 20th Street, SE, on the south by C Place, SE, and on the east by 21st Street, SE. Parcel H has frontage on the south side of C Street, SE, on the east side of 20th Street, SE, on the west side of 21st Street, SE, and on the north side of C Place, SE. It is approximately 55,470 square feet in land area. The north wing of Anne Archbold Hall will need to be demolished by the selected Respondent. A small portion of Bldgs. 3 and 4's below-grade foundations and slabs and a portion of existing road improvements remain on-grade and will need to be demolished by the selected Respondent. See **MAPS** for details on Site Conditions and Existing Structures.

There is a DC Water Sewer line that runs through, below-grade, Parcel H. Any development on Parcel H will have to factor in impacts of building above an existing sewer line or re-routing it. See **MAPS** for details on DC Water Sewer line. All Respondents shall coordinate with DC Water on existing and proposed DC Water infrastructure improvements.

Community Context:

The Parcels in Bundle 2 are within ANC 7F.

DC Water

District of Columbia Water and Sewer Authority (DC Water) facilities are located east of the Development Parcels and may require continued access from the proposed Water Street, SE.

Additionally, there is a DC Water Sewer line that runs underneath multiple Parcels, including Parcels B-1, B-2, F-2, and H. Any development on Parcels B-1, B-2, F-2, and H will have to factor in the impacts of building above an existing sewer line or re-routing it. See **MAPS** for details on DC Water Sewer Line. All Respondents will provide a detailed plan, impact mitigation measures, and the associated budget to address the DC Water sewer line. These impact mitigation measures could be in any form, including:

- Entirely or partially relocating the DC Water sewer line in public right-of-way.
- Encasing the DC Water sewer line or other similar measures.
- Designing and engineering solutions that avoid or minimize any impacts on the DC Water sewer line.

All Respondents agree to coordinate with DC Water with regards to their existing improvements on the Development Parcels, including water lines, sewer lines, and storm water lines, that may have to be relocated, redesigned, or realigned in accordance with the Master Plan (as defined below).

St. Coletta of Greater Washington

Currently, St. Coletta of Greater Washington uses a portion of Parcel B-1 to park their school buses and cars. See **MAPS** for details on Site Conditions and Existing Structures. Any development on this Parcel will need to be coordinated with St. Coletta of Greater

Washington. Respondents submitting Proposals for Bundle 1 are expected to provide at least one parking solution as part of their Proposals.

Existing Building and Uses

It is anticipated all existing buildings, with the exception of Anne Archbold Hall, Karrick Hall, St. Coletta of Greater Washington, and the DC Corrections facilities, will be demolished to allow for the overall redevelopment of the Hill East site. All existing health care and correctional uses currently located on the Hill East site are scheduled to remain located on the site. The Phase 2 development of the Development Parcels should not impact, disrupt, or interrupt any of the existing health care uses on the site. Correctional uses will continue to remain in facilities south of Massachusetts Avenue, SE. See *MAPS* for the map of Hill East Current Occupants on the Development Parcel.

Historic Preservation and Archeological Requirements

The Quitclaim Deed conveying the Hill East site to the District included a covenant that, in perpetuity, any subdivision of the property within the site and any construction, alteration, or demolition of buildings or structures on property within the site, whether in existence as of the effective date of such covenant or erected thereafter, shall be undertaken in compliance with all applicable requirements of the "Historic Landmark and Historic District Protection Act of 1978" codified as of the effective date of the covenant in D.C. Official Code §§ 6-1101, *et seq.*, and Title 10A of the District of Columbia Municipal Regulations, as each and all of the same may thereafter be amended or modified.

The District's inventory of Hill East assessed the historic significance of the existing buildings. After the preparation of the Master Plan, a determination was made that the Anne Archbold Hall building was a significant building and was designated a historic landmark. The north wing of the building was determined to be a non-contributing addition and will be demolished. The historic designation of Anne Archbold Hall has resulted in minor realignments to 20th and 21st Streets so that the entrance to Anne Archbold Hall aligns with the park on Square E.

Identified archaeological sites are present in Hill East, and there is a potential for prehistoric archeological resources and remains to be throughout, including burials related to the Potter's Field and Smallpox cemeteries. Specifically, in 1988 an area on the southwestern portion of the site was landmarked as an archeological resource, Site 51SE029. The selected Respondent will be required to conduct an archeological survey for the entire Development Parcel in accordance with the 1998 *Guidelines for Archaeological Investigations in the District of Columbia* and shall work with the Historic Preservation Office and the District's Archeologist to mitigate adverse effects on eligible archaeological resources.

LOGISTICS

When

The District 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 the District's sole and absolute discretion and without prior notice:

| <i>Selection Process Timetable (subject to change)</i> | |
|--|--------------------------------------|
| Issuance of RFP | November 20, 2020 |
| Pre-Response Question & Answer Period | December 4, 2020 – December 18, 2020 |
| RFP Proposal Submission Due Date (11:59 PM ET) (the "Submission Due Date") | February 1, 2021 |

Where

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

Due to the COVID-19 pandemic, in lieu of an information session and introductory site visit, DMPED will have an online question and answer portal during the dates set forth in the Pre-Response Question & Answer Period in the "When" section of this RFP. DMPED will post responses on the Project Website on or around the last date of the Pre-Response Question and Answer Period.

What

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

RFP Submission Deposit:

A \$50,000 deposit in the form of an executed, irrevocable standby letter of credit ("Letter of Credit") is required. See **APPENDIX D** for the Form Irrevocable Letter of Credit. *Additional deposits will be required if selected and upon execution of the disposition agreement.*

Conditions: If a Respondent's Proposal is not selected, the Letter of Credit shall be returned to the Respondent. If a Respondent's Proposal is selected, the Letter of Credit will only be returned upon the Respondent's successful completion of Closing as determined by the District through the terms of the disposition agreement.

Who

All Proposals must be submitted to Daryl Thomas (the "Project Development Manager"), email daryl.thomas@dc.gov. All questions regarding this RFP must be submitted via e-mail only to the Project Development Manager. 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 Project Website prior to the Submission Due Date.

How

All Proposals must be submitted electronically via email to the Project Development Manager at daryl.thomas@dc.gov by the Submission Due Date in the "When" section. The subject line for such electronic submission shall state "HILL EAST PHASE II RFP PROPOSAL SUBMISSION". Hand delivered or mailed Proposals shall not be accepted. Adherence to the deadline is essential. Incomplete applications or those submitted after the deadline shall not be accepted.

Additionally, all Respondents shall also upload their Proposals electronically (including PDF of the response and the Microsoft Excel pro forma) to the Drop Box link at the bottom of the Project Website.

Uploaded electronic files should use the following naming convention: "HILL EAST PHASE II RFP PROPOSAL SUBMISSION – [Team Name] – [File Type]".

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

DISTRICT POLICY GOALS, REQUIREMENTS, AND PREFERENCES

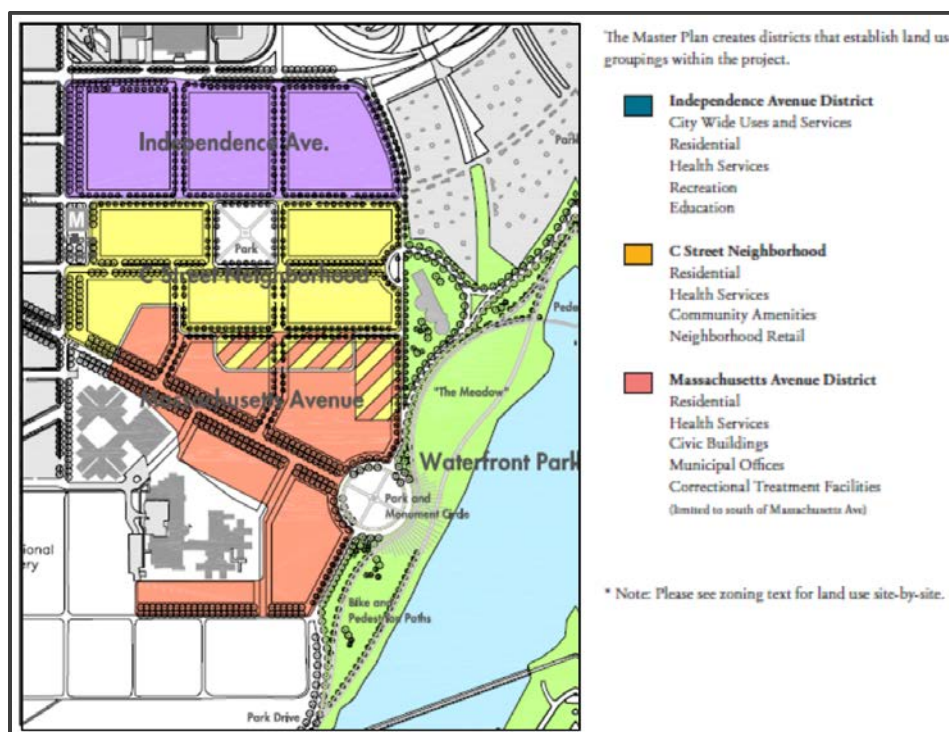
Planning and Zoning Framework

Hill East Master Plan

Hill East, formerly known as Reservation 13, is comprised of 67 acres located between the eastern edge of the Capitol Hill neighborhood and the western shore of the Anacostia River. Hill East is identified as Public Reservation 13 in some of the earliest plans for Washington, DC. The original L'Enfant Plan of 1791 shows the Reservation set apart from the traditional street grid of the city. For more than 150 years, the 67-acre site has been an isolated campus, separated from the neighborhood it adjoins and an obstacle between residents and the waterfront. The property has contained public health facilities since 1846, when it became the location of the Washington Asylum - the city's hospital for mentally ill residents. In later years, it housed a smallpox hospital and cemetery, quarantine station, and crematory, as well as the poor house and Potter's Field cemetery. Some of the site's early buildings, such as Anne Archbold Hall, remain today. However, most of the buildings on the site were constructed in the 1930s and 1940s. The site became DC General Hospital in 1953. Robert F. Kennedy was a champion for DC General Hospital. While a US Senator, he raised awareness about the shortage of medical supplies and the need for improving services at the DC General Hospital.

The District's goals for the redevelopment of Hill East is set forth in the Hill East Master Plan ("Master Plan"). The complete text of the Master Plan and the Hill East Draft Design Guidelines are available at <https://planning.dc.gov/publication/master-plan-reservation-13-hill-east-waterfront>. The Master Plan was approved by the Council of the District of Columbia on October 15, 2002 and serves as supplemental guidance to the Comprehensive Plan for the National Capital.

The Master Plan is comprised of four districts: the Independence Avenue District, the C Street Neighborhood, the Massachusetts Avenue District, and the Waterfront District. Each district is different in character and use and serves a different need.



The Independence Avenue District

The Independence Avenue District includes the site of St. Coletta's School and Parcels A, B-1, B-2, and C and is intended for "City Wide Uses", including educational and medical facilities. Parcels in this district are also large enough to support the construction of a new hospital should the future need arise. City Wide uses may include educational, retail, and/or mixed-use development.

The C Street Neighborhood

The C Street Neighborhood includes the core residential areas on Parcels D, F-1, F-2, G-1, G-2, and H that are intended to extend the existing Hill East community eastward from 19th Street to the parklands along the western edge of the Anacostia River. Two public spaces are planned for this area – the Village Square to provide retail, services, and a community gathering place around the Stadium-Armory Metrorail Station on 19th Street, SE, and the Hill East Park on Parcel E to provide a central neighborhood park for the surrounding residents.

The Massachusetts Avenue District

The Massachusetts Avenue District provides for institutional, office, and mixed-use development along the extension of Massachusetts Avenue, SE, from 19th Street, SE, eastwards to Monument Circle and includes the redevelopment of Anne Archbold Hall and the development of Parcels K-1, J, L, and M.

The Waterfront District (National Park Service Land)

New parklands characterize this district stretching along the banks of the river. These park spaces are places of great variety with a Meadow, a Monument Circle in the Washington, DC tradition, a series of bike and pedestrian paths, and a Park Drive for low speed automobile movement. Connections are proposed to Kingman Island and to linear park up and down the river.

The planning principles for Hill East also take advantage of the topography of the site, which falls 40 feet from the western boundary on 19th Street to the eastern boundary along the Anacostia River. In order to blend with the scale of townhomes adjacent to Hill East, the maximum building heights for the westernmost portion of the site will be 4 stories, with a central portion of the site rising to a maximum of 7 stories and the easternmost portion of the site allowing for a maximum height of 10 stories, taking advantage of the downward sloping topography and proximity to the riverfront.

Anacostia Waterfront Development Zone

The 30-year Anacostia Waterfront Initiative ("AWI") is transforming the shores of the Anacostia River into a world-class waterfront. Hill East falls within the Anacostia Waterfront Development Zone and is, thus, within the AWI boundaries. In 2003, the Anacostia Waterfront Framework Plan ("AWI Plan") put forth a visionary and ambitious agenda for the revitalization of the Anacostia waterfront as a world-class destination and the center of 21st century Washington, DC. The AWI Plan set in motion the implementation of a comprehensive blueprint for transformation, including new mixed-income neighborhoods, environmental restoration, transportation infrastructure, enhanced public access, new connected parks, and cultural destinations. All Respondents are encouraged to incorporate the following AWI key elements in their Proposals and give special consideration to AWI's guidance on pages 112–113 of the AWI Plan:

- Transportation Recommendations,
- Environmental Impacts,
- Economic Development,
- Community, and
- Recreation.

More information on the AWI Plan is available on the Anacostia Waterfront website at <https://www.anacostiawaterfront.org/about-awi>

Comprehensive Plan

The development plan for the redevelopment of the Development Parcels must comply with the goals and priorities outlined in the District's Comprehensive Plan¹. The Development Parcels are designated on the Future Land Use Map as follows:

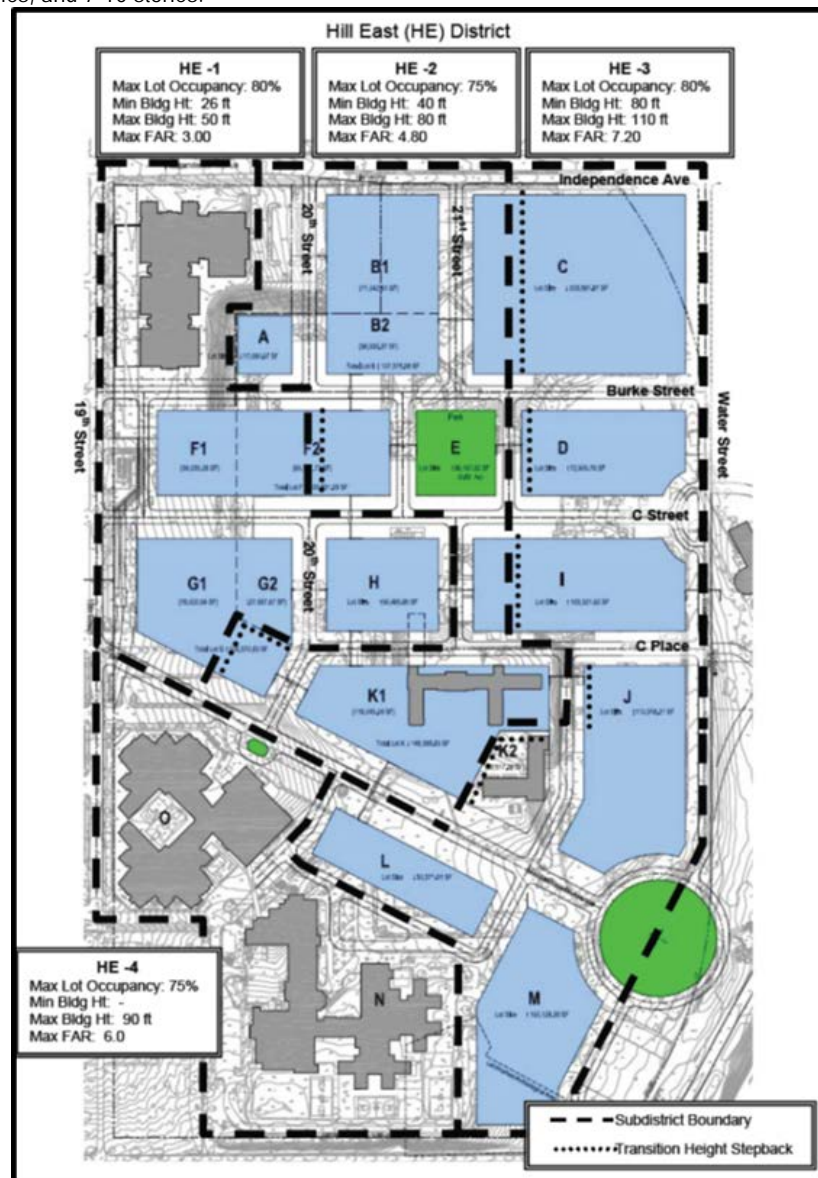
- moderate density residential/ moderate density commercial/institutional;
- medium density residential / medium density commercial/institutional;
- high density residential;
- institutional; and
- parks, recreation, and open space.

¹ In spring 2016, the Office of Planning ("OP") launched the second amendment cycle of the 2006 Comprehensive Plan for the National Capital: District Elements. The Comprehensive Plan was last amended in 2011 and is being amended again to ensure that the plan is responsive to the dynamic changes in the District's population, demographics, and policy priorities. While the Comprehensive Plan amendment process is ongoing, the 2006 Comp Plan language still applies; however, no significant changes in policy have been proposed that relate to the Development Parcels.

The Generalized Policy Map designates the Development Parcels as a "land use change" area, reflected in the Master Plan. Respondents should also review the various Citywide elements of the Comprehensive Plan and the Capitol Hill Area Element (chapter 15) for a full understanding of goals and objectives for Hill East, the surrounding neighborhoods, and the District of Columbia as a whole. The Comprehensive Plan, including the maps, is available on the OP website at www.planning.dc.gov.

Zoning

In August 2009, the Zoning Commission for the District of Columbia established the Hill East ("HE") zone for the entire site. The "Hill East District" includes a series of zoning classifications based upon the Master Plan and the Hill East Waterfront Design Guidelines established in June 2008. See 11 DCMR Subtitle K Chapter 4. The Zoning Commission Order (Case 04-05) is available on the DC Office of Zoning website at www.dcoz.dc.gov. The new form-based zoning established by the Hill East District zoning regulations allow for up to approximately 5 million square feet of gross building area, divided into separate HE zones allowing building heights of 2-4 stories, 4-7 stories, and 7-10 stories.



As shown on the map, Parcels A, B-1, B-2, and E are within the HE-2 zone. Most of Parcel C is within the HE-3 zone, while a portion of Parcel C is within the HE-2 Zone. Parcel F-2 is within the HE-1 and HE-2 zone. Parcels G-2 and H are within the HE-1 zone. All Parcels may be developed in accordance with the following density and building envelope standards:

| HE Subarea: | Maximum Lot Occupancy | Building Height | | Maximum FAR | Max. No. of Stories |
|--------------------------------|-----------------------|-----------------|---------|-------------|---------------------|
| | | Min. | Max. | | |
| HE-1 (19 th Street) | 80% | 26 ft. | 50 ft. | 3.0 | 4 |
| HE-2 (20 th Street) | 75% | 40 ft. | 80 ft. | 4.8 | 7 |
| HE-3 (21 st Street) | 80% | 80 ft. | 110 ft. | 7.2 | 10 |

Zoning Commission design review of new development is required to ensure conformity to the standards established in the zoning for the site. As part of the mandatory design review, the Commission would also be able to simultaneously consider any request for special exception or variance relief from specific aspects of the zoning. Development within Hill East is not eligible for increases in building height or floor area ratios through a Planned Unit Development ("PUD").

Please refer to the D.C. Municipal Regulations Title 11-K Chapter 4 for a full set of HE District zoning regulations, including use, building bulk, siting regulations, design guidelines, and review process.

Site Infrastructure

Development of the Parcels will require construction of improvements of the following streets, wet and dry utilities, and public spaces that comply with current regulations, standards, and guidelines:

- Independence Avenue, SE (portions of the roadway and sidewalks adjacent to Parcels B1 and C)
- Burke Street, SE (portions of the roadway and sidewalks adjacent to Parcels A, B-2, C, F-2, and E)
- C Street, SE (portions of the roadway and sidewalks adjacent to Parcels F-2, E, G-2, and H)
- C Place, SE (portions of the roadway and sidewalks adjacent to Parcels G-2 and H)
- 20th Street, SE (portion of the roadway and sidewalks adjacent to Parcels, A, B-1, B-2, E, F-2, G-2, and H. Entire section of 20th Street between Independence Avenue, SE, and Massachusetts Avenue, SE)
- 21st Street, SE (portions of the roadway and sidewalks adjacent to Parcels C, E, and H. Entire section of 21st Street between Independence Avenue, SE, and C Place, SE)
- Water Street, SE (diagonal portion of the roadway and sidewalk that intersects with Independence Avenue, SE, and adjacent to Parcel C)

See **MAPS** for the Hill East proposed road layout. The selected Respondents will be responsible for the design, phasing (if applicable), construction, and financing of the public streets and other infrastructure required to service the various Parcels within its applicable Development Parcel and will be required to work with the District Department of Transportation ("DDOT") to design all public infrastructure in accordance with applicable DDOT standards. Once the streets are designed and constructed to DDOT's satisfaction, they will be transferred to DDOT as public right-of-way and open to the public. The selected Respondents will be required to enter into a Memorandum of Agreement ("MOA") with DDOT regarding fees for design review, inspections, and acceptance of the new streets, infrastructure, and public spaces.

Respondents will provide the following details in their Proposals:

- infrastructure design in accordance with the Master Plan,
- infrastructure phasing plan (if applicable) to match the construction schedule for the various Parcels, and
- infrastructure construction budget that incorporates (at a minimum) wet and dry utilities, road work, sidewalk, green infrastructure, street trees, street furniture and other details broken down by specific streets and sections.

Additional information on DDOT's policies regarding development review guidelines can be located at DDOT's website: <http://ddot.dc.gov/page/development-review/>.

Transportation Planning Framework

DDOT's commitment to building a safe and efficient transportation network will guide all review of transportation-related issues regarding the development of the Development Parcels. The Development Parcels have excellent multimodal transportation access as they are entirely located within ¼ mile walking distance from the Stadium-Armory Metrorail Station.

DDOT anticipates a sizable share of people accessing the Development Parcels will be via non-automobile modes of travel. As such, DDOT expects the amount of off-street vehicle parking provided to be as close to zero (0) as possible, if allowable by zoning, and no more than 0.30 space per residential unit, 0.40 space per 1,000 gross square footage ("GSF") office or hotel, and 1.00 space per 1,000 GSF retail, per the 2019 DDOT Guidance for Comprehensive Transportation Review. Respondents are encouraged to include

in their Proposals minimum on-site parking, especially for western portions of the Development Parcels close to the Metrorail Station entrances.

Depending on the development program proposed and type of zoning approval process the development will be subject (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 understanding of the projected number of trips by mode generated by the proposed development program during the RFP process.

DDOT is committed to robust Transportation Demand Management ("TDM") that encourages non-automobile travel. Respondents should discuss any major proposed TDM measures aimed at reducing single-occupant vehicle travel to and from the Development Parcel. It is expected that the final development will meet or exceed zoning requirements for all bicycle parking and locker/changing facilities. A comprehensive TDM program will be further refined as the development goes through zoning and permit review. Information regarding TDM can be found in the 2019 Guidance for Comprehensive Transportation Review (<https://ddot.dc.gov/node/470382>) and on the goDCgo webpage (<https://ddot.dc.gov/service/godcgo>), or by contacting info@godcgo.com.

Public Space Framework

DDOT, in partnership with OP, works to ensure the design of the public right-of-way 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. Restoration of the public space is expected as part of the redevelopment of the Development Parcels.

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

- Road layout, cross-sections, and right-of-way widths must be consistent with the 2008 Hill East Design Guidelines;
- Minimize the number of curb cuts serving a building. This can be done by providing no vehicle parking, combining loading and parking into one driveway, or consolidating loading facilities with neighboring buildings;
- If curb cuts are unavoidable, they should be provided on secondary and tertiary streets only and the narrowest permitted width in DDOT's Design and Engineering Manual ("DEM");
- All sidewalks and curb ramps throughout Hill East must be compliant with Americans with Disabilities Act (ADA) guidance. Sidewalks must be straight, and each intersection corner will have two (2) curb ramps. Refer to the 2008 Hill East Design Guidelines for specific sidewalk clear path widths for each road;
- For two-lane roads with a row of on-street parking, provide curb extensions on all corners to shorten the crossing distance for pedestrians;
- Ensure all building entrances are at-grade with the sidewalk to avoid necessitating stairs or ramps in public space. If ramps or stairs are necessary, they must be internal to the building;
- Identify the location(s) for at least one (1) 19-dock Capital Bikeshare station and then fund and install the station (approximate cost with 12 bikes and 1 year of maintenance: \$90,000). Station dimensions are 53 feet wide by 6 feet deep with a couple extra feet needed to access the kiosk and equipment in the rear;
- Design of the building's first floor should contribute positively to the vibrancy and vitality of the pedestrian realm (i.e., no blank concrete walls or set back from the street);
- Ensure there are no vaults within the roads or pedestrian realm. If vaults are needed, they should be moved onto private property or into alleys;
- Fund and install any traffic signal equipment DDOT determines are necessary through the zoning, public space permitting, or design review processes;
- Coordinate with DDOT's Urban Forestry Division (UFD) and the Ward 7 Arborist regarding the presence and preservation of Heritage Trees or Special Trees on the Development Parcel and the permitting for removal of any trees.
- Streets intended to be dedicated to DDOT shall be designed and constructed to DDOT standards, which shall include, but not limited to, the current applicable DC Water, District Department of Energy and Environment ("DOEE"), American Association of State Highway Transportation Officials (AASHTO), and Federal Highway Administrations standards as well as the Manual of Uniform Traffic Control Devices (MUTCD), DEM, DDOT Standard Specifications for Highways and Structures, the DDOT Construction Management Manual, and the DDOT Traffic Control Manual in effect on the date that DDOT provides its approval.

In addition to the 2008 Hill East Design Guidelines, Respondents may refer to the Chapters 11, 12A, and 24 of the DCMR, the DEM, and the Public Realm Design Manual for streetscape design guidance. For further information on DDOT's development review

process and public space design, please contact Aaron Zimmerman in DDOT's Planning and Sustainability Division (PSD) at (202)671-2356 or aaron.zimmerman@dc.gov.

Preferences and Evaluation

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

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

I. Attainment of District Goals

- i. Respond to the development goals and planning principles of the Hill East Master Plan;
- ii. Improve connectivity with the Capitol Hill neighborhood by building new high-quality, resilient, public infrastructure;
- iii. Improve the quality of life for the surrounding neighborhood;
- iv. Address stakeholder concerns and requirements; and
- v. Meet any other additional goals identified throughout this RFP and any other District policy documents.

II. Qualifications and Experience of Respondent

- i. Demonstrate that Respondent, its member entities, and/or key personnel have successfully served in lead developer roles for completed projects of a similar scale and scope to the project proposed by Respondent and
- ii. Provide evidence of sufficient organizational capability to ensure successful, timely delivery of the project.

III. Economic Benefit to the District

- i. Commit to build to the highest density allowable on-site to maximize the development envelope in accordance with the Hill East Master Plan.
- ii. Maximize value to the District through land value proceeds (paid by Respondent to the District) and incremental property and sales taxes;
- iii. Maximize community benefits, including affordable housing and job creation and/or apprenticeship programs for District of Columbia residents, particularly for residents within 1-mile of the Development Parcels;
- iv. Does not seek any District subsidy or seek the least amount of subsidy (either through a reduction in fair market value or through other District or federal public financing tools) to fill anticipated financing and/or investment gaps in the project's capital structure; and
- v. Provide District and Ward 7 residents and businesses with opportunities to participate in the project (evidence of the inclusion of such businesses shall be in the form of written confirmation from such neighborhood-based businesses which shall include the scope and details of the said businesses' involvement in the project).

IV. Project Financial Feasibility and Respondent's Financial Capacity

- i. Demonstrate that Respondent possesses the financial resource, capacity, and ability to successfully close the transaction and to execute the project requirements;
- ii. Provide an estimated construction budget prepared by a third-party general contractor or cost estimator;
- iii. Provide realistic and achievable funding plans, including sources and uses tables and multi-year pro-forma development budgets (pre-development through 18 years post-stabilization);
- iv. Provide a pro forma utilizing only non-competitive, by-right financing sources;
- v. Demonstrate significant investments of "at risk" capital during the pre-development and development process; and
- vi. Exhibit a willingness to provide the District with a meaningful guarantee regarding payment and performance through final project completion.

V. Development Vision

- i. If a Proposal includes a residential component, then maximize affordability in accordance with the various affordability goals in the RFP. Residential development shall provide a mixture of unit types and sizes across multiple MFI (as defined below) levels and affordable units must be comparable to market rate units;
- ii. In addition to any proposed terms to satisfy the "Equitable Development Focus" section of this RFP and promote social equity generally, including, but not limited to, maximizing opportunities for CBE's (as defined below), businesses based in the District of Columbia, and/or businesses that hire District of Columbia residents;
- iii. Promote a vibrant, walkable, and pedestrian-friendly neighborhood character, as demonstrated through a high level of streetscape design, including building features that directly link to the sidewalk level, and a high degree of visual continuity along street corridors;

- iv. Develop mixed use neighborhoods and commercial corridors;
- v. Achieve high architectural design quality, as demonstrated through architectural images of the proposed project to show how it complements the neighborhood character while accommodating necessary uses;
- vi. If appropriate, create strong retail activity on the Development Parcels that serves the neighborhood and broader areas, including retail space for local and emerging businesses; and
- vii. Provide a sustainable development that has minimal impact on the environment and achieves higher LEED certifications than required by DOEE as articulated in the "Sustainability and Green Building Requirements" section of this RFP.

ROBERT F. KENNEDY (RFK) IDEALS IMPLEMENTATION

"I need your help, because I believe all Americans can work together. Together we can destroy the slums. Together we can make ourselves a nation that spends more on books than on bombs, more on hospitals than the terrible tools of war, more on decent houses than on military aircraft. I want to see an America that guarantees dignity now. I want to see an America that guarantees that freedom, equality and hope are not empty abstractions, but realities. Now." – Robert F. Kennedy

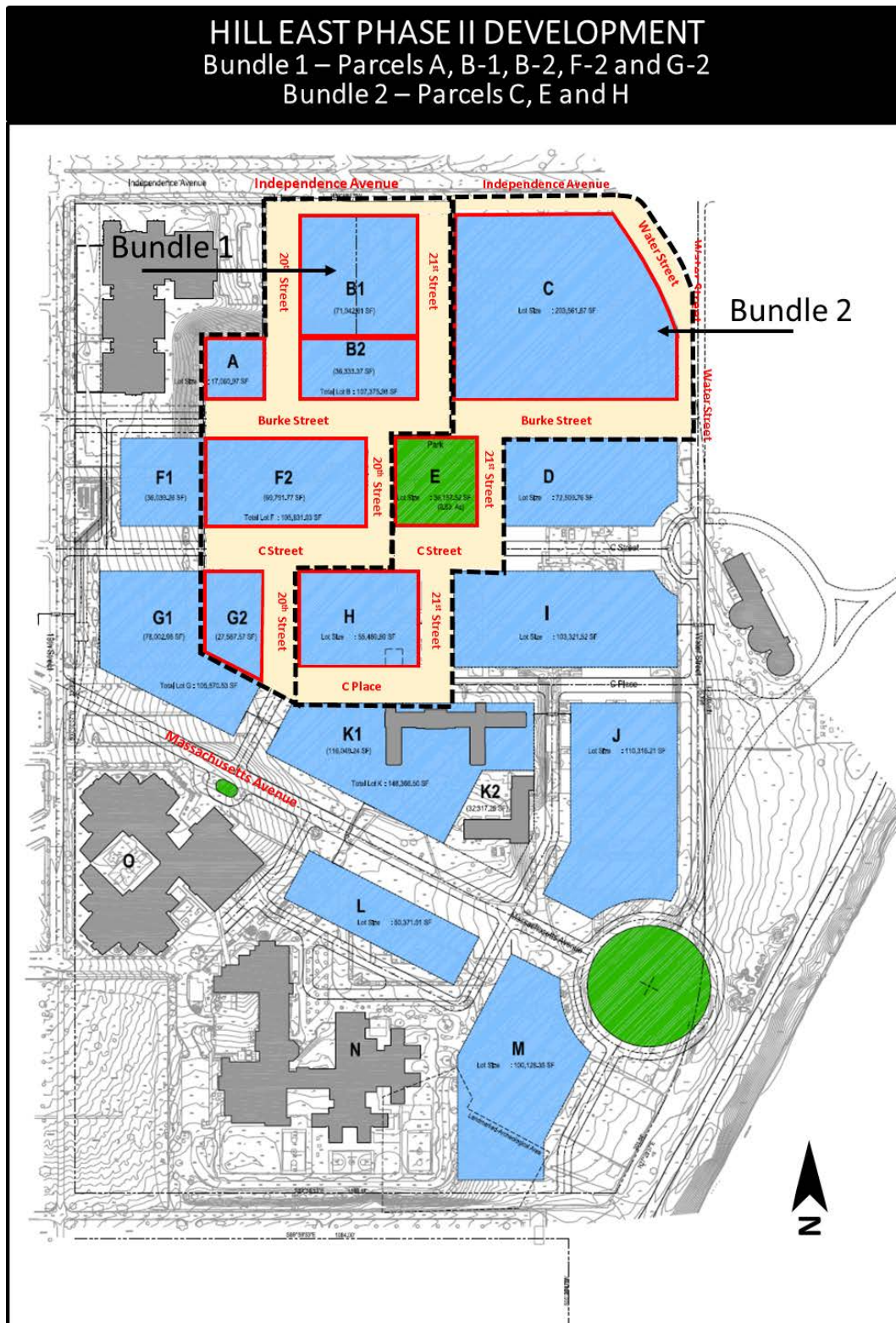
Robert F. Kennedy was born November 20, 1925, the third son of Joseph P. and Rose Fitzgerald Kennedy. He entered college in 1942 but left to volunteer for the Navy, with which he served as a seaman from 1944 to 1946. After the war, Kennedy returned to school and received his undergraduate and law degrees. He served as the 64th United States Attorney General from January 1961 to September 1964, and as a U.S. Senator from New York from January 1965 until his assassination in June 1968.

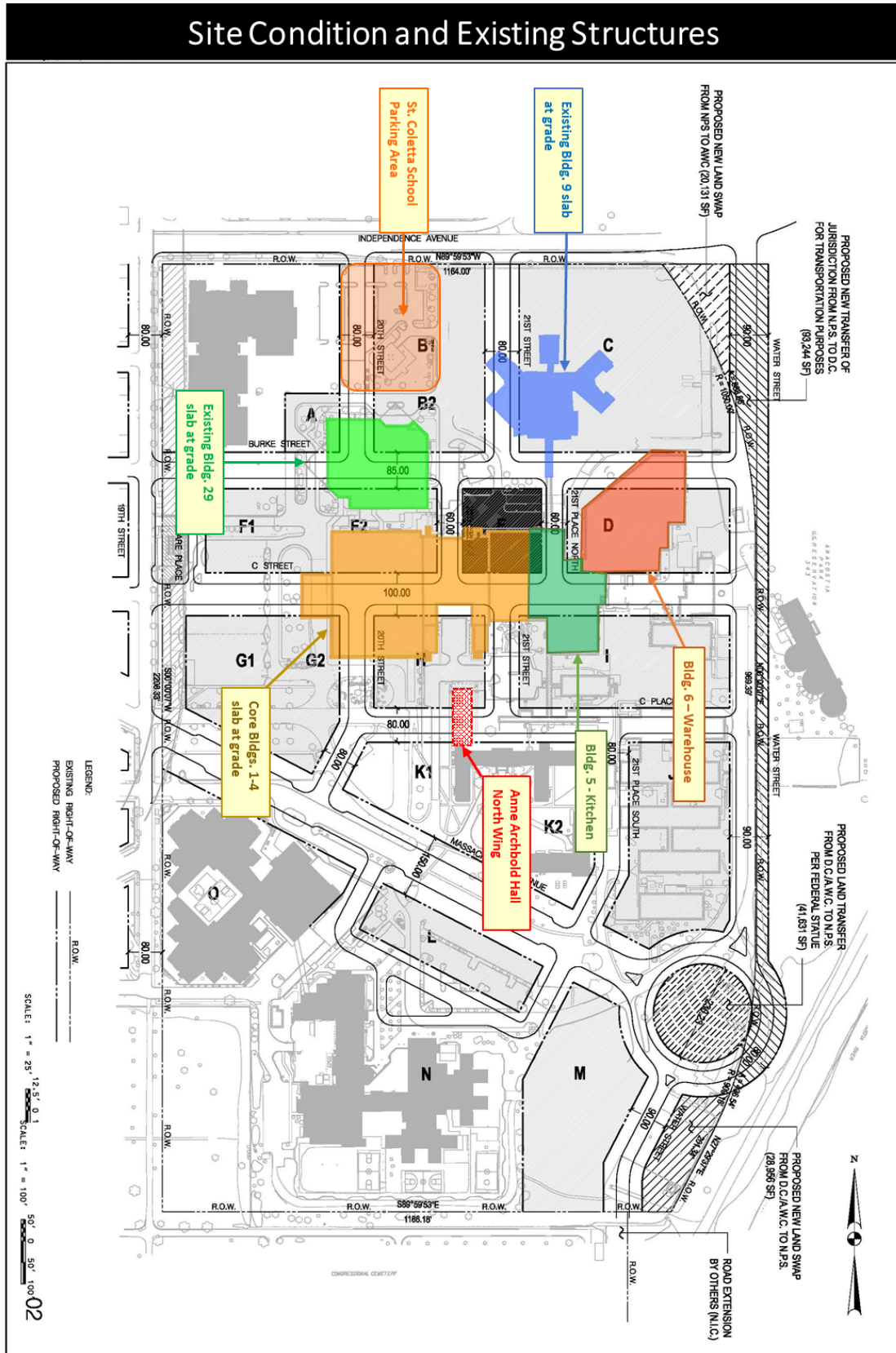
Kennedy was an advocate and an innovator. As Attorney General, Kennedy was steadfastly committed, with passion and a sense of urgency, to civil rights at a time when even those in his own party wavered on its necessity and importance. Kennedy vigorously advocated for desegregation of government, demanding opportunities for African Americans and other minorities in recruiting, hiring, and leadership positions. As Senator, after visiting the Bedford-Stuyvesant neighborhood in Brooklyn, New York and meeting with community leaders and activists, Kennedy launched a study to examine problems facing the urban poor and created an action plan for community development. Under Kennedy's leadership and with the help and support of others, Congress passed amendments to the Economic Opportunity Act of 1964 in 1967 that authorized the creation of Special Impact Programs, and, which ultimately allowed the establishment of the Bedford Stuyvesant Restoration Corporation, the United States' first community development corporation.

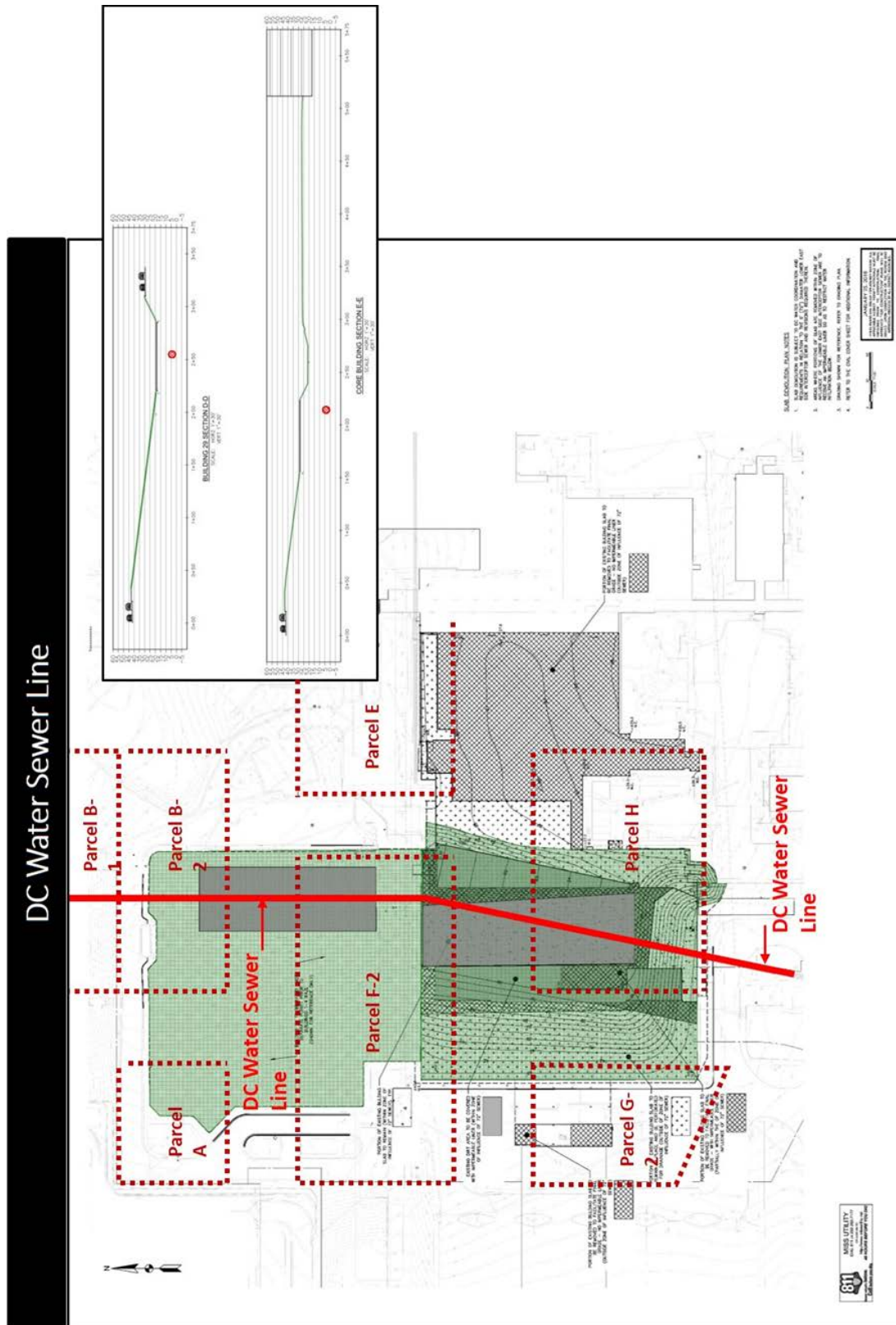
During his life and in his career, Kennedy was a champion for civil rights, economic opportunity, affordable housing, and equitable access to education. The District, through the redevelopment of Hill East, endeavors to provide a living memorial for Robert F. Kennedy that reflects and implements his ideals and the continuation of his vision for a more just, equal, and fair America.

To that end, the District will prioritize projects that provide the following:

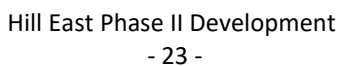
1. Subject to the requirements of §10-801 (as defined below) and the AWI Act (as defined below), a spectrum of affordable housing in the following proportions:
 - a. 1/3 Deeply Affordable (0% to 60% MFI)
 - b. 1/3 Middle Income (60% to 120% MFI)
 - c. 1/3 Market (no income restrictions)
 - d. Outside of deeply affordable units, DMPED encourages Respondents to focus on and provide as many affordable units as possible in the 50% - 80% MFI range
2. Equitable home ownership opportunities, including, but not limited to:
 - a. Cooperative housing
 - b. Mutual housing
 - c. Land trusts
 - d. Down payment assistance
3. Business opportunities (in addition to the goals set forth in the "Equitable Development Focus" section of this RFP) for businesses owned by racial and ethnic minorities, or other persons who are members of historically disadvantaged groups
4. Cultural, historical, and/or other dedications to Robert F. Kennedy's life and legacy







Hill East - Current Occupants



RFP Technical Section

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COMMON ELEMENTS & REQUIREMENTS

Respondent Responsibility to Applicable Laws

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

- D.C. Official Code § 10–801, as may be amended or restated (“10-801”). Authorization; description of property; submission and approval of resolution; reacquisition rights; notice.
- D.C. Official Code § 2–1226.01 through §2-1226.41, as may be amended or restated, together with any regulations promulgated thereunder (collectively, the “AWI Act”). Provisions applicable to development projects located within the Anacostia Waterfront Development Zone (“AWDZ”).

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

Community & Stakeholder Outreach

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

Affordable Housing

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

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

As part of the Proposal, Respondent shall use the then-current Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule that is published by the D.C. Department of Housing and Community Development (“DHCD”) at dhcd.dc.gov. The initial maximum purchase price or rent for an ADU to be constructed on the Development Parcel shall be the greater of: (a) the purchase price or rent set forth in the then-current Inclusionary Zoning Maximum Income, Rent, and Purchase Price Schedule on the date of the consummation of the transactions involving the conveyance of the Development Parcel (“Closing”) to the selected Respondent or (b) the purchase price or rent set forth in the then-current Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule on the date the Development Parcel receives its final certificate of occupancy. All rent payments collected by the future 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. For more information, please contact Gene Bulmash, DHCD's Inclusionary Zoning Program Manager at (202) 442-7168 or gene.bulmash@dc.gov.

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

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

If Respondent proposes more than the minimum amount of required ADUs or determines that the minimum ADU requirement is not financially feasible even after reducing its proposed ground lease payments, Respondent may submit a financing plan that assumes: (a) 9% LIHTC financing from DHCD, (b) 4% LIHTC and Tax Exempt Bond financing from the D.C. Housing Finance Agency ("DCHFA"), or (c) HPTF. **Notwithstanding the foregoing, any pro forma included as part of Respondent's Proposal may only include non-competitive, by-right financing sources.**

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

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

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

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

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

Sustainability and Green Building Requirements

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

The Sustainable DC 2.0 Plan establishes goals and targets to ensure that the District of Columbia is the healthiest, greenest, most livable city for all District of Columbia residents. It encompasses 167 actions and 36 goals across 13 separate topics. The Sustainable DC 2.0 Plan is found at sustainabledc.org/sdc2/. Respondent should review the Sustainable DC 2.0 Plan and highlight its qualifications and experience in developing sustainable projects, if any, in its Proposal.

Clean Energy DC is the District's energy and climate action plan. It identifies 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 greenhouse gas ("GHG") reduction targets. Included in the list of 57 proposed actions is the adoption of net-zero energy construction codes by 2026 for all new construction. Respondent should review the plan at doee.dc.gov/cleanenergydc and demonstrate how it has considered pursuing deep energy efficiency or net-zero energy performance in its Proposal.

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

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

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, to achieve the targets set forth in the Sustainable DC Plan, the District plans to lead by example and give special consideration for projects that exceed the basic legal requirements and strive to achieve deeper levels of energy efficiency, greenhouse gas emissions reductions, and climate resilience.

Therefore, Respondent is encouraged to:

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

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

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

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

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

Certified Business Enterprises

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

Davis Bacon

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

Hotel Uses

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

Minimum Ground Lease Terms

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

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

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

EQUITABLE DEVELOPMENT FOCUS

Equitable Development Process

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

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

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

Equitable Inclusion Preferences

DMPED will prioritize Respondents that maximize by leadership and/or inclusion:

- Racial and ethnic minorities
- Other persons who are members of historically disadvantaged groups

Team Composition Priority

DMPED will prioritize Proposals that maximize, by percentage of ownership and control, entities designated as Disadvantaged Business Enterprise ("DBE") and Resident-owned Business ("ROB"), or any entities (including non-profits and community institutions) led by, or majority controlled by, individuals designated as socially disadvantaged under the Small Business Administration ("SBA") definition¹.

For projects with multiple parcels or components, the above prioritization can be met if the Proposal includes a parcel or component set aside, within the larger development plan, for a team lead by and majority owned by one of the persons described in the first paragraph of this section.

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

SOLICITATION PROCESS

RFP Submission Requirements

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

FORMAT

All Proposals must meet the following format requirements:

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

PROPOSAL CONTENTS

Section 1: Transmittal Letter

Respondent shall provide a separate transmittal letter with its Proposal. The transmittal letter shall highlight the following key components of Respondent’s Proposal: (i) articulate the vision for the Development Parcel, including identifying any proposed uses and tenant(s); (ii) discuss how the District and surrounding neighborhood will benefit from the proposed project (i.e., economic impact, job creation, etc.); (iii) describe how the proposed project fits within the existing neighborhood fabric; and (iv) describe how the Proposal meets and incorporates the goals in the “Equitable Development Focus and Inclusion Preferences” section of this RFP. The transmittal letter shall not exceed two 8.5x11 pages.

Section 2: Respondent

Respondent Identities & Details

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

Respondent shall identify the following key member entities:

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

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

- i. First and last name
- ii. Title
- iii. Address
- iv. Telephone Number
- v. Email Address

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

Section 3: Litigation and Liabilities

Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults

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

Evidence Regarding Litigation

Respondent shall provide a statement regarding any ongoing, or knowledge of any potential or threatened, litigation in which the District is a party that relates to any Respondent 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. If potential or threatened litigation could exist, Respondent shall summarize the facts and actionable claims that could exist in such litigation. Should Respondent not make complete disclosures, Respondent shall be disqualified from this RFP.

Section 4: Organizational Documents

Organization Status

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

Organizational Chart and Bios

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

Evidence Regarding Creation of Respondent

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

Section 5: Qualifications and Experience

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

- i. Development team name;
- ii. Project name or title;
- iii. Location or address of project;
- iv. Names and contact information for Respondent members involved in the project, along with a description of each party's role in the project;

- v. Description of project, including use(s), total square footage and number of units, keys, etc. (as applicable);
- vi. Period of performance;
- vii. Estimated total development costs, if project is not yet complete, OR actual total development costs, if project is complete;
- viii. Projected groundbreaking and completion date, if project is not yet complete, OR actual groundbreaking and completion date, if project is complete;
- ix. Proposed financing structure of the project; if project is not yet complete, OR actual financing structure, if project is complete
- x. If applicable, highlight experience in obtaining LEED or Green Communities certifications. Highlight expertise in the areas of energy efficiency, on-site clean energy generation, green roofs, and/or environmentally friendly technologies.
- xi. Illustrative materials that shall help the District evaluate the caliber, innovation, and relevant experience of the Respondent members; and
- xii. References (at least one per project), including names, mailing addresses, e-mail addresses, telephone numbers, and a letter authorizing each reference to respond to inquiries regarding the design, financing, development, disposition, or management of prior projects.

Section 6: Project Concept

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

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

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

Section 7: Affordable Housing (if applicable)

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

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

- i. The project's impact on the District's affordable housing goals and economic development goals;
- ii. The integration of the ADUs within Respondent's proposed development plan. ADUs must be dispersed, not clustered, throughout the residential component(s) and mixed with market rate units, if any;
- iii. The sales price or rent, as applicable, projections for each ADU unit type;
- iv. The number of ADUs, as well as the percentage of total residential units, by MFI and unit size type and the amount of square footage, as well as the percentage of total square footage in the project, devoted to ADUs; and
- v. Respondent's proposed strategy for the marketing, operating, and administering of ADUs in its project.

Each Respondent shall use the most current published DHCD Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule in its Proposal.

Section 8: Project Budget Sources and Uses

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

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

Section 9: Project Development and Operating Pro Forma

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

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

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

Section 10: Proposed Financing Strategy

In determining economic feasibility, Respondent shall take into account all available sources of financing (e.g., LIHTC financing) or other private or federal assistance that may benefit the project. DMPED shall not guarantee any public subsidy to fill any funding gaps or shortfalls, and Respondent shall be evaluated in part on the size of such funding gaps. **Any pro forma included as part of Respondent's Proposal may only include non-competitive, by-right financing sources.** Respondent shall provide:

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

- iv. Satisfactory evidence of Respondent's ability to secure project debt and equity, including commitment letters from prospective investors.

Section 11: Financial Capacity

The District seeks to evaluate Respondent's ability and willingness to invest sponsor equity and self-fund project predevelopment costs. ***(Respondent is hereby put on notice that all such money expended is at the sole risk of 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 members (including proposed tenants), in the form of annual reports, balance sheets, profit and loss statements, evidence of lines of credit and uncommitted discretionary sources of equity, and/or any other material financial statements; and
- ii. A description of the amount of sponsor equity **committed** to the acquisition and redevelopment of the Development Parcel.

Section 12: Project Schedule

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

Section 13: Statement of Minimum Business Terms

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

Section 14: Community & Stakeholder Outreach

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

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

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

First Source & Certified Business Enterprises

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

Local Hiring & Opportunities

Respondent is encouraged to incorporate in its Proposal the following:

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

Section 16: Hotel Uses (if applicable)

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

Section 17: Proposal Summary for Distribution to the Community

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

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

Section 18: Completed Matrix Appendices E and F

Respondent shall complete and submit:

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

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

Section 19: Economic and Public Benefits Analysis

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

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

EVALUATION PROCESS

Selection Recommendation Panel

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

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

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

Final Selection & Notice

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

DMPED reserves the right, in its sole and absolute discretion, to reject any Proposal it deems incomplete or unresponsive to the submission requirements. DMPED also reserves the right, in its sole and absolute discretion, to reject all Proposals and publish a new Request for Proposals for the Development Parcel at a later date. If Respondent's Proposal is deemed incomplete or if Respondent is not selected, then DMPED shall return Respondent's Letter of Credit.

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

Post-Selection

Due Diligence

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

Disposition Agreement & Approval

If the District and selected Respondent are unable to execute a disposition agreement within 120 days after the date of District's notification to Respondent of its Selection, the District, in its sole and absolute discretion, may terminate negotiations and select a different Respondent's Proposal; re-issue the RFP; issue a modified RFP; or take such other measures as the District deems reasonable, appropriate, and/or necessary. **All costs incurred by Respondent in responding to this RFP and in performance of due diligence and predevelopment work shall be at Respondent's sole cost and expense. Under no circumstances shall the District be responsible for the reimbursement of any such costs.**

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

TRANSACTION TERMS

Site Condition

As-Is Condition

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

Soil or Subsurface Conditions

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

Environmental Remediation

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

Pre-development and Development Costs

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

- **Respondent shall be solely responsible for all pre-development (including possible demolition of existing improvements, environmental remediation costs, and due diligence studies such as traffic, geotechnical, storm water management, historic preservation reviews, and other site preparations) and project development costs.**
- Respondent 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 execution of a right of entry agreement in order to meet the dates in the Schedule of Performance submitted as part of its Proposal. All funds expended by Respondent on due diligence and pre-development work during negotiation with the District shall be at its sole cost and expense. Under no circumstances shall the District be responsible for the reimbursement of any such costs even if the parties do not execute a disposition agreement or proceed to Closing or if the project is not successfully completed.

RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

Reservation of Rights

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

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

Conflicts of Interest

Disclosure

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

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

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

Miscellaneous Provisions

Notice of Modifications

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

Change in Respondent's Information

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

Ownership and Use of Proposals

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

Restricted Communications

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

Selection Non-Binding

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

Confidentiality

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

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

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

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

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

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

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

Non-Liability

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

Other Limiting Conditions

Withdrawal & Cancellation

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

Stand-Alone Project

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

Disclosure of Fees

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

Disclosure of Submissions

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

Disclosure of Final Development Costs

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

Restrictions

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

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

APPENDIX A | FORM OF ACKNOWLEDGEMENT

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

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

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

- i. 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 shall be applied at all stages of the project.

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

APPENDIX B | SAMPLE SCHEDULE OF PERFORMANCE

(To be completed and submitted with Proposal)

| Milestone | Completion Date | Party Responsible |
|---|--------------------------------|-------------------|
| Selection of Development Team & Notice | | DMPED |
| Submission of Disposition Agreement and supporting exhibits for Council approval | | DMPED & Developer |
| Execution of Disposition Agreement (following Council surplus & disposition approval) | 60 days after Council Approval | DMPED & Developer |
| Submission of Application(s) for All Entitlement Approvals (if applicable) | | Developer |
| Permit Drawing Submission to DMPED | | Developer |
| Permit Drawing Submission to DCRA | | Developer |
| Building Permit Issuance | | Developer |
| Closing (maximum of two years after Council approval) | | Developer |
| Construction Commencement | | Developer |
| Substantial Completion of Construction | | Developer |
| Certificate of Occupancy Issued | | Developer |

APPENDIX C | STATEMENT OF MINIMUM BUSINESS TERMS

Disposition of the _____
 _____ (description)

| | |
|--|---|
| Lessor/Seller | Government of the District of Columbia, acting by and through the Office of the Deputy Mayor for Planning and Economic Development (the "District") |
| Lessee/Purchaser/Developer | Entity Name: _____ ("Developer") |
| Description of Real Property | The parcel of land known for tax and assessment purposes as Lot(s) _____ in Square _____ (the "Development Parcel"). |
| Disposition Structure | <p>The Development Parcel may be conveyed by the District to the Developer via a ground lease term of no less than 15 years under D.C. Official Code §10-801(b)(8)(C),</p> <p><u>or</u></p> <p>The Development Parcel may be conveyed by the District to the Developer in fee (via Quitclaim Deed) pursuant to D.C. Official Code §10-801(b)(8)(F).</p> <p>Developer proposes the following Disposition Structure:</p> <p>_____</p> |
| Disposition Timeline | The disposition timeline must be consistent with D.C. Official Code §10-801 and must occur within two years of the Council of the District of Columbia's authorization of the disposition. |
| Disposition Agreement 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 \$ _____ (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 Parcels at closing. |
| Annual Base Rent (If ground lease) | Developer shall pay to District \$ _____ in annual base rent for a ground lease conveyance of the Development Parcel. |
| Annual Base Rent Escalation | Annual base rent shall increase by (i) _____ % on the _____ anniversary of the commencement date (i.e., the closing date) and (ii) _____ % every subsequent _____ anniversary of the initial rent escalation date during the term of the ground lease. |
| Rent Payment Terms | Rent payments shall commence at closing. |
| Fair Market Value (FMV) Annual Ground Rent Recalculations | Annual base rent shall be recalculated on every 10 th anniversary of the commencement date of the ground lease during the term of the ground lease. Each recalculation shall be based on the then-current fair market value of the Development Parcel, determined by appraisal, which shall be equal to the product of (i) 100% of the appraised value, determined as if the Development Parcel were (1) encumbered by the ground lease, (2) unimproved by any improvements, and (3) to be used for the actual uses in place (provided that such uses comply with the permitted uses under the ground lease), multiplied by (ii) _____ [enter a market rent factor]; provided that the annual base rent resulting from each recalculation shall not be greater than 120% or less than 100% of the preceding year's annual base rent. |

| | |
|--|--|
| Development and Operational Costs | The Developer shall be solely responsible for the costs of development and future operation of the Development Parcel. The Developer shall be solely responsible for the payment of all utilities, permit fees, assessments, and taxes relating to the Development Parcel, including, if applicable, possessory interest tax assessed under D.C. Official Code §47-1005.01. |
| Conditions of Closing | <p>In addition to the other District standard conditions of Closing, the District's obligation to convey the Development Parcel via quitclaim deed, ground lease, or combination thereof is conditioned upon:</p> <ul style="list-style-type: none"> • The District's approval of the Developer's design, budget, and project financing plan; • Developer obtaining financing and equity to fund 100% of the development; • Developer providing the District development and completion guaranties to the District's satisfaction; • Developer having received all necessary zoning approvals, or any zoning relief deemed necessary to accomplish the project. • 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 project pursuant to a project funding plan (approved by the District). The District shall not be obligated to extend any additional loan to Developer or grant any funds to Developer in connection with the financing of the project by Developer, and the District shall incur no liability whatsoever should Developer fail to obtain or close on financing for the Project. |
| Affordable Housing | In the event the Development Parcel is being developed to include a residential component, Developer shall comply with the requirements of the Inclusionary Zoning program, D.C. Official Code §10-801, and, if applicable, D.C. Official Code § 2-1226.02, and DMPED's Affordable Housing Covenant (the " ADU Covenant ") shall be recorded on the Development Parcel at closing. Under §10-801, the term of affordability shall be in perpetuity in the case of a fee simple transfer or for the term of the ground lease in the case of a long-term ground lease transfer. Further, affordable units that are offered in addition to those required under the aforementioned laws shall also be subject to DMPED's ADU covenant for the same affordability term, unless additional minimum business terms are attached hereto. |
| Green Building Requirements | <p>Developer shall construct the project improvements in accordance with the <i>Green Building Act of 2006</i>, D.C. Official Code §6-1451.01, <i>et seq.</i> (2007 Supp.), DC's Stormwater Management Program stated in 21 DCMR, Chapter 5, and, if applicable, D.C. Official Code §2-1226.31 through §2-1226.41, and any regulations promulgated thereunder. In addition, Developer must submit with its building permit application a LEED checklist indicating that the improvements are designed to include sustainable design features such that the improvements meet the standards for certification as a LEED building at the appropriate LEED certification level per the requirements of the Green Building Act. Developer must also register the building with the U.S. Green Building Council, must construct the improvements in accordance with the building permit, and must use commercially reasonable efforts to obtain LEED certification at the appropriate LEED certification level pursuant to the requirements of the Green Building Act for the improvements once construction has been completed.</p> <p>Developer proposes to deliver a project with the following sustainability considerations/green building level (indicate whether 'designed to' or 'certified as'):</p> <hr/> |

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

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

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

RESPONDENT:

_____(entity name)

By: _____

Name: _____

Title: _____

APPENDIX D | FORM IRREVOCABLE LETTER OF CREDIT

ISSUER:
[Name of bank]
[Bank address]

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

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

Beneficiary

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

Applicant

[Name of developer]
[Address of developer]

AMOUNT: \$[Letter of Credit amount]

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

PROJECT: [Project Name]

Ladies and Gentlemen:

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

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

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

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

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

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

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

Truly Yours,

Authorized Signature

Name (printed)

APPENDIX E | PROJECT SUMMARY MATRIX

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

| | |
|--|--|
| | Total development costs of the institutional unit component only |
| | Total net institutional SF |

APPENDIX F | RESIDENTIAL MATRIX

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

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