



# Langston Slater

Square 0615, Lot 0827

Release Date: July 14, 2020

Submission Deadline: September 14, 2020

*Only electronic responses accepted, please send to:*

[gilles.stucker@dc.gov](mailto:gilles.stucker@dc.gov)

Gilles Stucker, Director of Strategic Initiatives



## REQUEST FOR PROPOSALS

District of Columbia

Office of the Deputy Mayor for Planning and Economic Development

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DMPED is releasing this Request for Proposals (RFP) on behalf of the Government of the District of Columbia. The RFP is posted on DMPED's website: <http://dmped.dc.gov/page/langstonlater>. Questions regarding this RFP should be submitted via e-mail only to [gilles.stucker@dc.gov](mailto:gilles.stucker@dc.gov). Respondent shall not direct questions to any other person within the District except as specified elsewhere in this RFP. Responses to Respondent questions will be aggregated and posted on the following website: <http://dmped.dc.gov/>.

# INTRODUCTION

The Government of the District of Columbia (the "District"), through the Office of the Deputy Mayor for Planning and Economic Development ("DMPED"), seeks to redevelop Lot 0827 in Square 0615, a parcel of land located at 33-45 P Street, NW (the "Development Parcel" or "Site", see Figure 1 for Development Parcel Map). The Development Parcel is approximately 30,000 square feet in size and sits within the Truxton Circle area of Washington, D.C.

DMPED seeks responses (each a "Proposal") from development teams (each a "Respondent") that encompass the goals set out in this RFP. DMPED will consider Proposals that contemplate both matter-of-right and Planned Unit Development ("PUD") development projects. DMPED will also consider Proposals that include nearby publicly- or privately-owned parcels. Conveyance of the Development Parcel will be via a ground lease of 99 years; a fee simple conveyance will only be considered for that portion of the Development Parcel where a proposal offers for sale residential units. Respondent is required to research title to the Development Parcel and incorporate all findings into their Proposal for an "as is" conveyance of the Development Parcel. The proposed development plans shall further reflect the important value of the Site to the surrounding community and embody the following characteristics:

- Maximize affordable housing;
- Maximize opportunities for Certified Business Enterprise ("CBE") participation;
- 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;
- A transit-oriented development that reflects the Development Parcel's proximity to multiple public transit options; and
- In continuity with its historic former use as a school, include opportunities for creative educator concepts.

## The Timeline

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*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 discretion and without prior notice:*

| <i>Selection Process Timetable (subject to change)</i> |                                 |
|--|---------------------------------|
| 1. Issuance of RFP                                     | July 14, 2020                   |
| Pre-Response Question & Answer Period <sup>1</sup>     | July 14, 2020 – August 11, 2020 |
| 2. RFP Proposal Submission Due Date (3:00 PM ET)       | September 14, 2020              |
| 3. Selection Recommendation Panel Interviews           | Fall 2020                       |
| Community Presentation by Development Team Respondent  | Fall 2020                       |
| Request for Best and Final Offer (If Applicable)       | Fall 2020                       |
| Best and Final Submission Due Date (If Applicable)     | Fall 2020                       |
| 4. Final Selection of Development Team                 | Winter 2020                     |

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<sup>1</sup> Due to the COVID-19 pandemic, DMPED will receive and compile questions from July 14, 2020 to August 4, 2020 and post responses by August 11, 2020 in lieu of an information session and introductory site visit.

## Submission Directions

All Proposals must be submitted electronically by 3:00PM on the RFP Proposal Submission Due Date. Hand delivered or mailed applications will not be accepted. Adherence to the deadline is essential. Incomplete applications or those submitted after the deadline will not be accepted.

A copy of the Letter of Credit (defined below) is required to be uploaded with a Respondent's electronic Proposal, with the original hardcopy provided to DMPED by close of business on the RFP Proposal Submission Due Date.

## PROJECT DESCRIPTION

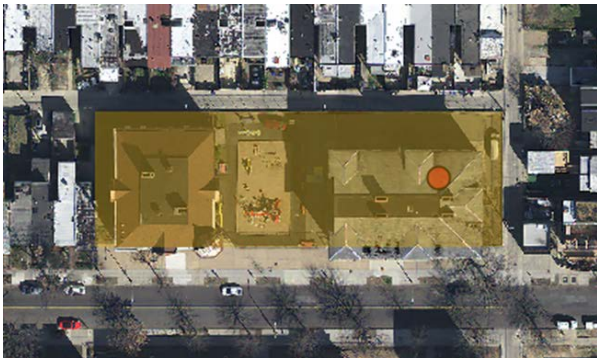


Figure 1: Development Parcel Map (not to scale)

|                                       |                                   |
|---------------------------------------|-----------------------------------|
| Location                              | 33-45 P Street, NW, Washington DC |
| Square                                | 0615                              |
| Lot                                   | 0827                              |
| Total Square Footage                  | 30,000 square feet (approximate)  |
| Owner                                 | District of Columbia              |
| Status                                | Largely improved                  |
| Zone                                  | RF-1                              |
| Adjacent Stakeholder / Property Owner | Mundo Verde Public Charter School |

**Location:** The Development Parcel is located in Ward 5 and bounded by Bates Street, NW to the North, North Capitol Street, NW to the East, P Street, NW to the South and 1st Street, NW to the West. The Development Parcel is identified as Lot 0827 in Square 0615.

**Frontage, Size, and Shape:** The Development Parcel has frontage along P Street, NW to the South. The Development Parcel consists of approximately 30,000 square feet. The parcel is an improved lot and is largely rectangular in shape as depicted in Figure 1.

**Visibility/Access:** The Development Parcel has good visibility from P Street, NW and is within walking distance to both the Shaw-Howard University (yellow/green lines) and NoMa-Gallaudet University-New York Avenue (red line) Metro stations. The 80 and P6 Metro bus lines are adjacent to the Development Parcel. See the Transportation Planning Framework section below regarding access.

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

**Property Advantages:** The Development Parcel is located within the Truxton Circle neighborhood and has excellent multi-modal transportation access due to proximity to Metro stations and multiple Metro bus lines. The Development Parcel is located within a developing area of the city, with by-right RF-1 zoning.

**Neighborhood Context:** The Site was formerly two elementary schools. Slater Elementary School is a purpose-built public school building that was constructed in 1891 for African-American students. Built when public education was segregated by race, it forms part of a complex of black schools along First Street, NW between L and P Streets. The John Mercer Langston Elementary School was built in 1902 to handle the overflow of students from the adjoining Slater School. Associates for Renewal in Education, Inc. (ARE) currently occupies the Slater Elementary School and its lease term expires on June 14, 2030. Respondents shall include provisions for ARE to remain until its lease term expires.

## 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

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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

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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 Residence 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) definition<sup>2</sup>.

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.

## DISTRICT OF COLUMBIA POLICY GOALS AND REQUIREMENTS

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

### Development Program

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DMPED encourages proposals that include the following:

- I. If a Proposal includes a residential mixed-income component, affordability should be maximized (at a minimum, affordability levels must comply with the District's Inclusionary Zoning Program and D.C. Official Code § 10-801, as amended, affordable housing requirements). Residential development should provide a mixture of unit types and sizes across multiple MFI (as defined below) levels and affordable housing units must be comparable to market-rate housing units.
- II. An appropriate amount of parking that reflects the project's proximity to Metro stations and other transportation infrastructure. All project amenities, including any rental of parking spaces, should be offered to affordable housing units on the same terms as offered to the market-rate housing units.
- III. A commitment to build to the highest density allowable on site.
- IV. Architectural images of the proposed project to show how it complements the neighborhood character while accommodating necessary uses.
- V. High level of streetscape design, including building features that directly link to the sidewalk level, promote a pedestrian-friendly and walkable neighborhood character, and a high degree of visual continuity along street corridors.
- VI. If a Proposal includes a retail component, it should serve the neighborhood and broader areas. Proposals that include preferences for District-based businesses, and/or businesses that hire District residents, are strongly encouraged. Additionally, Respondent is encouraged to include in their Proposal retail space for local and emerging businesses.
- VII. In continuity with its historic former use as a school, include opportunities for creative educator concepts.

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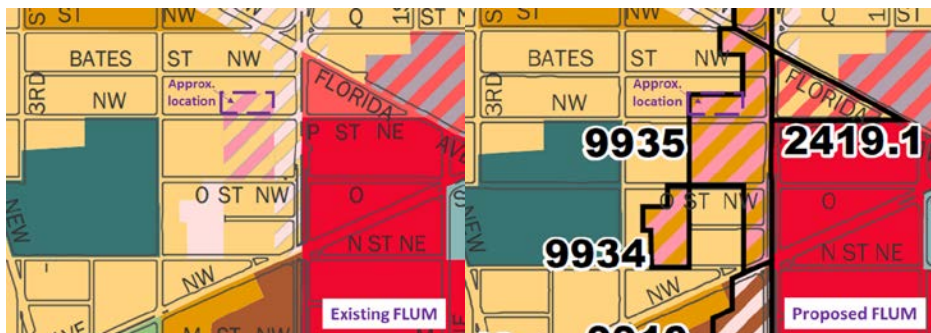
<sup>2</sup> 13 C.F.R. §124.103 - [https://www.ecfr.gov/cgi-bin/text-idx?SID=e1ec97fa9394bf2190b27e524d4d03a1&mc=true&node=se13.1.124\\_1103&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=e1ec97fa9394bf2190b27e524d4d03a1&mc=true&node=se13.1.124_1103&rgn=div8)

### Comprehensive Plan

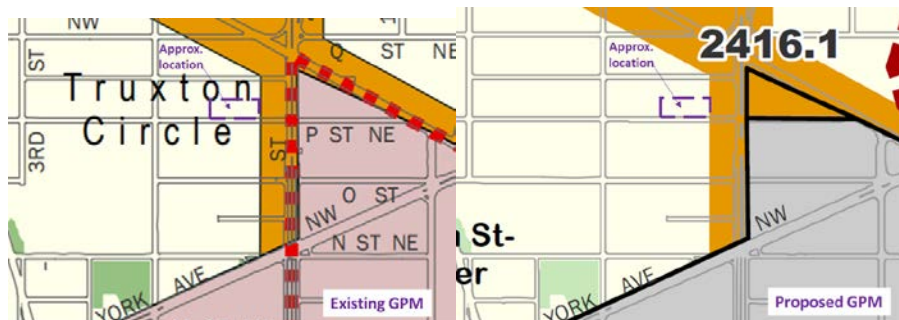
In spring 2016, the Office of Planning (OP) launched the second amendment cycle of the 2006 Comprehensive Plan for the National Capital: District Elements. The Comprehensive Plan was last amended in 2011 and is being amended again to ensure that the plan is responsive to the dynamic changes in the District’s population, demographics, and policy priorities.

As part of the robust data collection and public engagement process, OP received over 3,000 proposed amendments during a three-month Open Call period in 2017, from a broad cross-section of stakeholders. OP completed development of amendments to the Comp Plan’s Framework Element which the Council of the District of Columbia (“Council”) voted unanimously to pass in October 2019. The remaining Elements of the Comprehensive Plan underwent an additional public review period from October 2019 through February 2020. The Mayor addressed feedback and submitted a proposed update to Council in April 2020 for review and approval. OP anticipates that, although this RFP may be issued while the current Comprehensive Plan is applicable, an amended Comprehensive Plan will be in effect by the time of any redevelopment of the Development Parcel. Please refer below to the existing and proposed Comp Plan Future Land Use Map designations for the Development Parcel.

The Comprehensive Plan Future Land Use Map (FLUM) currently designates the Site for mixed-use Moderate-Density Commercial and Moderate-Density Residential development, which anticipates a mix of residential, retail, office, and/ or service businesses in low to mid-rise buildings generally with a density of less than 2.0 FAR, although additional density may be possible with Inclusionary Zoning or through a Planned Unit Development. As part of the current Comprehensive Plan Update, this designation is proposed to be changed to Mixed Medium Density Residential and Moderate Density Commercial, which would anticipate a mix of residential, retail, office, and/ or service businesses in mid-rise buildings generally with a density less than 4.0 FAR by-right, although additional density may be possible with Inclusionary Zoning or through a Planned Unit Development.



The Comprehensive Plan Policy Map (GPM), both existing and proposed as noted below, identifies the site as part of a Neighborhood Conservation Area, where new development is anticipated to be compatible with the surrounding area, with densities guided by the FLUM and Comprehensive Plan policies. Both the FLUM and the Generalized Policy Map are intended to be read in concert with Comprehensive Plan policies and actions.



The Site is located at the eastern edge of the Near Northwest (NNW) Area Element of the Comprehensive Plan, adjacent to the Mid-City and Central Washington Areas. The Site is not within a policy focus area within the NNW Element, and the NNW Element does not currently contain language specific to this site. In general, the NNW Element encourages new development to be directed to the east side of the area (NNW-1.1.2), encourages the provision of affordable housing (NNW-1.1.9), enhancing existing commercial



areas (NNW-1.1.3), and pedestrian and bicycle safety and connectivity (NNW-1.1.11; 1.1.12). The use of sustainable development is also encouraged (NNW-1.2.10).

In 2014, Council approved the Mid-City East Small Area Plan (SAP), which provides a strategic framework for revitalization of Bates/Truxton Circle, Bloomingdale, Eckington, Hanover, LeDroit Park, and Sursum Corda, as well as sections of Edgewood and Stronghold. The study area is predominately in Ward 5, with portions in Wards 1 and 6. Mid-City is traversed by five major corridors: North Capitol Street and New York, Rhode Island, New Jersey, and Florida Avenues. The vision for the Mid-City East SAP was to improve quality of life and enhance neighborhood amenities and character while supporting a community of culturally, economically, and generationally diverse residents. The Mid-City East SAP was a community-based plan guided by market-based solutions and a shared vision and principles. The plan built from previous work and provided analysis and recommendations for land use, redevelopment of underutilized and/or underdeveloped sites, walkability, retail readiness along commercial corridors, and improvements to parks and open spaces.

The Mid-City Plan notes the Site as providing an opportunity for infill development and new housing – *“As redevelopment opportunities arise for these sites, and when existing uses are no longer relevant or can be included in the redevelopment plan, adaptively reuse and redevelop both buildings together. Consider innovative business uses, including creative economy start-ups, to complement development along North Capitol Street. Residential and cultural uses should also be considered.”* (pg. 39)

Information on the Comprehensive Plan may be found at the OP website: [planning.dc.gov](http://planning.dc.gov). For additional information regarding land use and zoning please contact Evelyn Kasongo at OP by e-mail at [Evelyn.Kasongo@dc.gov](mailto:Evelyn.Kasongo@dc.gov).

## Zoning

The site is currently zoned RF-1. The RF-1 zones permits one or two family residential development to maximum height of 35 feet / three stories; or conversions of existing buildings to multi-family with Board of Zoning Adjustment approval. This zone permits considerably less density and a more narrow range of uses than what is anticipated under both the existing and the proposed Comprehensive Plan maps and policies.

Information on zoning may be found at the Office of Zoning website: [www.dcoz.dc.gov](http://www.dcoz.dc.gov). For additional information regarding zoning and land use, please contact Joel Lawson at OP by e-mail at [Joel.Lawson@dc.gov](mailto:Joel.Lawson@dc.gov).

## Transportation Planning Framework

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The District Department of Transportation's (DDOT) commitment to building a safe and efficient transportation network will guide all review of transportation-related issues regarding the development of the Site. The Site has excellent multimodal transportation access as it is located approximately 0.40 mile from the NoMa-Gallaudet Metrorail Station and one (1) block to several WMATA priority bus lines on North Capitol Street and Florida Avenue. DDOT anticipates a sizable share of people accessing the Site will be via non-automobile modes of travel. As such, DDOT expects the amount of vehicle parking provided on-site to be as close to zero (0) as possible and no more than 0.40 space per residential unit. See the 2019 DDOT *Guidance for Comprehensive Transportation Review* for DDOT's preferred maximum parking rates for other uses. Priority will be given to Proposals that provide little or no on-site parking.

Depending on the development program proposed and type of approval process the development goes through (i.e., Zoning Commission review), DDOT may require a Comprehensive Transportation Review (CTR) study to determine the impacts on the transportation network. Respondent 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. Respondent should discuss any proposed TDM measures aimed at reducing single-occupant vehicle travel to and from the Site. It is expected that the final development will meet or exceed zoning requirements for all bicycle parking and locker/changing facilities. Information regarding TDM can be found in the 2019 *Guidance for Comprehensive Transportation Review* (<https://ddot.dc.gov/node/470382>), on the goDCgo webpage <https://ddot.dc.gov/service/godcgo>, or by contacting [info@godcgo.com](mailto:info@godcgo.com).

## Public Space Framework

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DDOT, in partnership with OP, works to ensure the design of public space is of high quality and meets minimum requirements. To this end, the District has in place streetscape standards, guidelines, and policies to guide changes to public space. Uses that impact the character of public space include sidewalk cafes, vending, street festivals, and other non-permanent activities. Physical features that impact the character of public space can include sidewalk paving material, fences, and retaining walls, street trees and their

spacing, vault spaces, other infrastructure like streetlights or curb and gutters, and any building encroachments into the public right-of-way. Restoration of the public space is expected as part of the redevelopment of the Site.

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

- Ensure that there are no curb cuts to the property on P Street, NW. The Site is served by a rear alley network where all vehicle parking should be located and trash pick-up must occur.
- All sidewalks and curb ramps surrounding and within the Site must be upgraded to comply with Americans with Disabilities Act (ADA) guidance. Ensure the sidewalk clear path in front of the Development Parcel is at least 6-feet wide and connects in a straight line with the sidewalk in front of adjacent properties.
- There is currently a significant amount of pavement in public space along the P Street frontage. The space not used for the 6-foot should primarily be turned back into green space. DDOT encourages Respondent to get creative and incorporate art into the streetscape design.
- A small parking pad of approximately 6 feet by 53 feet should be incorporated into the streetscape (consider the middle section of the Site adjacent to the sidewalk) for installation of a 19-dock Capital Bikeshare station. The selected Proposal will be required to fund the installation of the bikeshare station and one-year maintenance costs (approximately \$90,000).
- Preserve all existing street trees on P Street and install any missing treeboxes and trees.
- Upgrade all existing cobra head streetlights along the P Street frontage with the Washington Globe or Decorative Teardrop poles.
- Coordinate with DDOT's Urban Forestry Division (UFD) and the Ward 5 Arborist regarding the presence, preservation, or permitting of removal for any Heritage or Special trees on the Development Parcel.

Respondent may refer to Chapters 11, 12A, and 24 of the District of Columbia Municipal Regulations (DCMR), DDOT's Design and Engineering Manual (DEM), and the Public Realm Design Manual for public space design guidance. For further information on DDOT's development review process and public space design, please contact Aaron Zimmerman in DDOT's Planning and Sustainability Division (PSD) at [aaron.zimmerman@dc.gov](mailto:aaron.zimmerman@dc.gov).

### Community & Stakeholder Outreach

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The success of any development project hinges on the inclusion and support of the local community. Respondent is strongly encouraged to work with the Advisory Neighborhood Commission (ANC) 5 and local community groups and area residents to understand how the community's goals can be met in the Proposal. The building design should demonstrate architectural excellence, consistent with the surrounding buildings, and be open and inviting as a compliment to the existing and new developments in the surrounding area. Proposals should consider and incorporate stakeholder and community preferences, to the extent feasible and practical.

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In the District's efforts to provide a greater number of Affordable Dwelling Units (ADUs), if a Respondent's proposed development plan includes a residential component, then Respondent's Proposal must include, at a minimum, the number of ADUs at MFI (defined below) levels that are required by the Inclusionary Zoning provisions of the District of Columbia Zoning Regulations (11-C DCMR §§ 1000 *et seq.*), as applicable, and D.C. Official Code §10-801 (<https://code.dccouncil.us/dc/council/code/sections/10-801.html>). Under §10-801, 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 long-term ground lease proposal. Respondent must ensure their Proposal complies with all applicable District of Columbia laws including, but not limited to, §10-801 and the specific affordability requirements set forth in §10-801(b-3). The District requires that all proposed affordable units be income restricted by recording DMPED's affordable housing covenant (an "ADU Covenant") on the Development Parcel in order to be considered ADUs.

Affordable rental and for-sale units shall be delivered and administered in accordance with an ADU Covenant, which shall be entered into with the District and recorded against the Development Parcel. Among other provisions, the ADU Covenant will provide that any buildings containing residential units shall have a proportional distribution of unit types and sizes across multiple Median Family Income ("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 (the "Rent and Price Schedule") that is published by the D.C. Department of Housing and Community Development (DHCD) and DMPED at <https://dhcd.dc.gov/>. If Respondent is selected and ultimately acquires the Site, the initial maximum purchase price or rent for an ADU shall be the greater of: (a) the purchase price or rent set forth in the then-current Rent and Price Schedule on the date of Closing, or (b) the purchase price or rent set forth in the then-current Rent and Price Schedule on the date the Site receives its final certificate of occupancy. For more information, contact Gene Bulmash, DHCD's Inclusionary Zoning Program Manager at (202) 442-7168, [gene.bulmash@dc.gov](mailto:gene.bulmash@dc.gov).

Respondent should conduct its own research into sub-market residential for sale and rent prices to ensure their estimated affordable unit rent or purchase prices are well below the market rates. 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 <https://dhcd.dc.gov/>.

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

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

DCHFA accepts applications for 4% LIHTC financing on a rolling basis, and the 4% Tax Credit is a by-right program available to any project that meets the Threshold Eligibility Requirements of the District's Qualified Allocation Plan (QAP, refer to most current version available on [dhcd.dc.gov](https://dhcd.dc.gov/).) At minimum, 20% of a project's residential units and residential square footage must be reserved as affordable housing to qualify for 4% Tax Credits. Accordingly, all 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% Low Income Housing Tax Credit financing to reduce or eliminate the need for additional District of Columbia subsidy.

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

The amount of HPTF and 9% Tax Credit financing available to a project is limited to the minimum amount necessary for the financial feasibility of the income eligible units. DHCD financing cannot be used to fund or offset a financing gap on uses that are not eligible for these sources of financing, such as workforce housing units (81-120% of MFI), market rate units, or non-residential units. If



Respondent intends to later apply for DHCD financing through the Consolidated RFP, Respondent must become familiar with the selection criteria and underwriting guidelines contained in DHCD's most recent Consolidated RFP, available on [dhcd.dc.gov](http://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 of Columbia resources for affordable housing, such as Local Rent Supplement Program (LRSP) operating subsidy from the D.C. Housing Authority, case management supportive services funding from the Department of Human Services (DHS), and grant funding from the Department of Behavioral Health (DBH) are also made available through DHCD's Consolidated RFP.

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

## Sustainability and Green Building Requirements

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The Site shall be developed in compliance with the District of Columbia's Green Building Act of 2006, as amended, codified in D.C. Official Code § 6-1451.01, *et seq.*, and the 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 <http://doee.dc.gov/publication/stormwater-guidebook>.

The Sustainable DC 2.0 Plan establishes goals and targets to ensure that the District is the healthiest, greenest, most livable city for all District residents. The Plan encompasses 167 actions and 36 goals across 13 separate topics. The Sustainable DC 2.0 Plan is found at <http://www.sustainabledc.org/sdc2/>. Respondent should review the Plan and highlight their qualifications and experience in developing sustainable projects, if any, in their 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 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 <https://doee.dc.gov/cleanenergydc> and demonstrate how they have considered pursuing deep energy efficiency or net-zero energy performance in their 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 and Development, Neighborhoods & Communities, and Governance and Implementation. Buildings across the city are at risk from climate related hazards such as flooding, extreme weather, and heat. Respondent should review the Plan at <https://doee.dc.gov/climateready> and demonstrate how they have evaluated the risks that climate change may pose to their project and designed their Proposal to mitigate those risks.

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

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

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

Therefore, Respondent is encouraged to:

- Exhibit a commitment to environmental performance beyond the requirements set forth in existing laws and regulations, including commitments to LEED certification at the Platinum level or higher OR
- Surpass basic LEED certification by one or more of the following strategies:

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

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

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](mailto:casey.studhalter@dc.gov).

### First Source

Pursuant to D.C. Official Code § 10-801(b)(7), the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84, D.C. Official Code §§ 2-219.01, et seq.), and the rules and regulations promulgated thereunder and Mayor’s Order 83-265, one of the primary goals of the District of Columbia government is the creation of job opportunities for District of Columbia residents. Accordingly, Respondent selected by the District to negotiate a disposition agreement shall enter into a First Source Agreement, prior to execution of a disposition agreement, with the Department of Employment Services (“DOES”). Collective bargaining agreements shall not be the basis for the waiver of these requirements. 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: <http://does.dc.gov/service/apprenticeships>. Please contact Terry Kenner at DOES at 202-698-5849 or [terry.kenner2@dc.gov](mailto:terry.kenner2@dc.gov) should you require additional information.

### Certified Business Enterprises

Respondent selected by the District to enter into a disposition agreement shall comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Act of 2005, D.C. Official Code §§ 2-218.01, et seq. (“CBE Act”). Pursuant to D.C. Official Code §10-801(b)(6) and the CBE Act, the selected Respondent shall subcontract to Small Business Enterprises (“SBEs”). The District’s Department of Small and Local Business Development (“DSLBD”) determines which entities qualify as SBEs, CBEs, Small Investors, Disadvantaged Investors, and Certified Equity Participants pursuant to the CBE Act. Respondent is encouraged to exceed the District’s SBE/CBE subcontracting and participation requirements. The selected Respondent must sign the Acknowledgement Form attached as Appendix A and return to DSLBD prior to executing a disposition agreement with the District.

### Davis Bacon

To the extent applicable, the selected Respondent shall be required to develop the Site in compliance with the provisions of the Davis-Bacon Act, 40 U.S.C. § 276(a), and the regulations promulgated therewith. It shall be 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 within the building, then Respondent will be required to enter into a Labor Peace Agreement as required under “Hotel Development Projects Labor Peace Agreement Act of 2002”, D.C. Official Code §§ 32-851, et seq., with any labor organization that seeks to represent employees involved in hotel operations at the Site as a part of its Proposal. “Labor Peace Agreement” means a written agreement between Respondent and the labor organization that contains, at a minimum, a provision prohibiting the labor organization and its members from engaging in any picketing, work stoppage, boycott, or other economic interference with Respondent’s operations or the project. The requirement above shall be included in any request for proposals or similar solicitations by Respondent that pertains to hotel operations at the Site.

### Minimum Ground Lease Terms

The District has provided more information about the disposition structure from Respondent in the “RFP Process” section of this

Langston Slater

RFP. A ground lease with a term in excess of 15 years (inclusive of options) will require authorization of Council in accordance with D.C. Official Code § 10-801, as amended, 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 the costs of redevelopment, remediation, and future operation of the Site. The selected Respondent shall be solely responsible for the payment of all utilities, permit fees, assessments, and taxes relating to the Site, including, if applicable, possessory interest tax assessed under D.C. Official Code § 47-1005.01. DMPED will not be providing any public subsidy to fill any funding gaps or shortfalls.

## SOLICITATION PROCESS

### RFP Proposal Submission Requirements

DMPED will 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 will be explained to the applicable Respondent upon request. **Proposals that do not meet the following requirements will be deemed “Non-Responsive” and will not be considered for selection.**

#### Format

All Proposals must meet the following format requirements:

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

#### Proposal Contents:

##### Tab 1: Transmittal Letter

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

##### Tab 2: Project Team

#### **Respondent Team Identities & Details**

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

Respondent shall identify the following key team entities:

|  |   |
|--|---|
| Development Partners                   | Identify any and all development partners for the project. Please identify (a) the decision-making individual for the entity and, if different, (b) the day-to-day lead individual who will be available to respond to questions or requests for additional information.                  |
| 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, and d) any other firm commitments from the CBE partners. |
| Tenant Partners                        | If applicable, identify any proposed tenant(s) for the project.   |
| Financial Partners/<br>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, etc. included as part of the proposed team.   |

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

|                  |                                  |
|------------------|----------------------------------|
| Name             | <i>First and last name</i>       |
| Address          | <i>Business address</i>          |
| Telephone Number | <i>Business telephone number</i> |
| Email Address    | <i>Business email address</i>    |
| Title            | <i>Business title</i>            |

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

### **Tab 3: Litigation and Liabilities**

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

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

#### **Evidence Regarding Tax Liabilities**

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

#### **Evidence Regarding Litigation**

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

### **Tab 4: Organizational Documents**

#### **Organization Status**

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

#### **Organizational Chart and Bios**

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

#### **Evidence Regarding Creation of Respondent**

Respondent shall provide a copy of any written agreements or documents evidencing the creation of Respondent or the primary entities comprising 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's team must be eligible to transact business with the District and in the District of Columbia.

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

Respondent shall exhibit their ability to deliver an economically viable project by identifying three (3) urban infill development projects comparable to the scale and program of Respondent's proposed project, with which Respondent or their key personnel have had

primary involvement. Respondent should include past projects that have a comparable mixed-use component. For each relevant project, Respondent shall identify the following:

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

#### **Tab 6: Project Concept**

Respondent shall identify and describe in detail the elements of their proposed development. Respondent must submit at least one development program along with the construction schedule and the primary Sources and Uses Statement. This development scenario (or an alternate scenario if provided) will serve as the basis for evaluation. Respondent is encouraged to describe in detail how they believe the development program meets or exceeds the District's goals and objectives. Respondent should 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 property;
- 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 achievable gross floor area below and above grade (on-site FAR);
- IV. A visual representation of the proposed development and provide 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 space. For retail space, total gross square footage, the number of bays and the intended type of retail tenant must be specified;
- VIII. Parking and loading plans, including access points. The project's transportation and parking strategy, taking into account the Development Parcel's location close to multiple Metro Stations and bus stops, and major transportation corridor;
- IX. Landscape plan showing the typical landscape materials planned to be used on the property and in the public realm, including street furnishings, lighting, landscape and streetscape elements;
- X. A proposed project timeline for the design, construction, and occupancy periods, including any phasing of the development;
- XI. Proposed development schedule (see Reservation of Rights & Miscellaneous provisions) and related contingencies, if any, given DMPED's stated desire to deliver a quality project within the shortest amount of time;
- XII. 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, if the Proposal includes a residential component, a description of its experience in affordable housing.
- XIII. Description of any proposed additional project or neighborhood related amenities.

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



#### **Tab 7: Affordable Housing (if applicable)**

Any Proposal that includes a development plan with a residential component shall include ADUs. The ADUs shall be constructed, rented, and/or sold in accordance with an affordability covenant to be entered into with the District. Among other provisions, the affordability covenant will provide that any building containing residential units shall have a proportional distribution of unit types and sizes across multiple MFI levels, so that ADUs are not clustered in any portion (floor, section, or tier) of the development. Market rate units and/or ADUs targeting senior citizens are considered an eligible residential use and must conform to the same affordability standards applicable to other residential unit types.

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

- The project's impact on the District's affordable housing goals and other economic development objectives;
- The integration of the ADUs within Respondent's proposed development plan. ADUs must be dispersed, not clustered, throughout the residential component(s) and mixed with market-rate units, if any;
- The rent projections for each ADU unit type. All affordable 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 (For calculations, see Page 15);
- The number and total percentage of ADUs by MFI and unit size type and the amount and percentage of square footage devoted to ADUs; and
- Respondent's proposed strategy for the marketing, operating, and administering of ADUs in its project.

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") and DMPED at <https://dhcd.dc.gov/>.

#### **Tab 8: Project Budget Sources and Uses**

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

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

Sources and Uses must balance.

#### **Tab 9: Project Development and Operating Pro Forma**

In order to prove the economic viability of the construction and operation of the proposed project, Respondent shall provide a detailed, line-item, fully functional Microsoft Excel development and operating pro forma for all income-producing uses proposed to be operated out of the building from pre-development through stabilization and for 10 years beyond the projected stabilization year. At a minimum, the pro forma should include a summary sheet, a detailed development budget, and a cash flow sheet.

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

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

#### **Tab 10: Proposed Financing Strategy**

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

- i. Respondent's equity commitment to the project and the timing/disbursement of that commitment;

- ii. A proposed project financing strategy, including a listing of all anticipated sources of construction and permanent financing (including interest rates; amortization type and period; ex-ante return on assets and equity, and internal rate of return; covenants; coverage ratios; and all other relevant information);
- iii. Detailed description of which, if any, federal government funding sources Respondent intends to attract to the project; and
- iv. Satisfactory evidence of Respondent's ability to secure project debt and equity, including commitment letters from prospective investors.

**Tab 11: Financial Capacity**

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 should include the following items:

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

**Tab 12: Project Schedule**

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

**Tab 13: Statement of Minimum Terms**

Respondent shall complete the Term Sheet attached as Appendix C, which Term Sheet shall serve as the basis for negotiations of a disposition agreement with the selected Respondent. The Development Team may propose both or either a ground lease and/or the purchase of a fee interest of the Development Parcel for the District's consideration. **If a Respondent would like to provide minimum terms in excess of the Term Sheet, Respondent shall attach to the Term Sheet all additional minimum terms.**

**Tab 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 their project, to the extent practical. In view of this commitment, Respondent must present:

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

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

**First Source & Certified Business Enterprises**

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

**Local Hiring & Opportunities**

Respondent is encouraged to incorporate in their Proposal the following:

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

**Tab 16: Hotel Uses (if applicable)**

A Respondent whose 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 Site as a part of its Proposal. Respondent shall provide a copy of the executed Labor Peace Agreement.

**Tab 17: Proposal Summary for Distribution to the Community**

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

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

**Tab 18: Completed Matrix Appendices E and F**

Respondent shall complete and submit:

- Appendix E – Project summary matrix
- Appendix F – Residential detail matrix

Fillable Word/Excel versions of appendix E and F are available for download on the project website

**Tab 19: Economic and Public Benefits Analysis**

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

- New real property taxes generated on annual basis
- New construction period taxes generated based on construction schedule
- New sales taxes generated
- Estimate of new construction jobs created (including District of Columbia residents)
- Estimate of new full-time and part-time jobs created (including District of Columbia residents)
- Opportunity for food access
- Any multiplier effects

**Development RFP Deposit**

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Amount: \$100,000  
Format: Standby, irrevocable letter of credit ("Letter of Credit", See Appendix D for form.)  
Due At: RFP Proposal submission

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 Respondent. If a Respondent's Proposal is selected, the Letter of Credit will only be returned upon Respondent's successful completion of Closing as determined by the District through the terms of the disposition agreement.

# EVALUATION PROCESS

## Selection Recommendation Panel

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

## Evaluation Criteria

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

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

### ***Attainment of District Goals***

The District will more highly rate Proposals that:

- i. Maximize affordable housing in line with the District's Policy Goals and Requirements;
- ii. Maximize the economic value to the District;
- iii. Respond to the goals and objectives of the Comprehensive Plan;
- iv. Improve the quality of life for the surrounding neighborhood;
- v. Address stakeholder concerns and requirements;
- vi. Provide employment opportunities for local residents and businesses;
- vii. Provide contracting opportunities for CBE certified businesses;
- viii. Any additional goals identified in Development Program in the DISTRICT OF COLUMBIA POLICY GOALS AND REQUIREMENTS Section of this RFP

Additionally, the District will give strong consideration to Respondent who achieves and exceeds the above District policy goals by:

- i. Maximizing the overall economic benefit to the District, including:
  - Maximizing the development envelope such as through assemblage of adjacent land parcels or modification of current zoning;
  - Maximizing value to the District through land value proceeds (paid by Respondent to the District) and incremental property and sales taxes; and
  - Maximizing community benefits, including affordable housing and job creation and/or apprenticeship programs for District of Columbia residents, particularly for residents within 1-mile of the Site.
- ii. Seeking the least amount of subsidy (either through a reduction in fair market value or through other District or federal public financing tools) to fill anticipated financing and/or investment gaps in the project's capital structure.
- iii. Providing District and Ward 8 residents and businesses with opportunities to participate in the project. Evidence of the inclusion of such businesses shall be in the form of written confirmation from such neighborhood-based businesses which shall include the scope and details of the said businesses' involvement in the project.

### **Development Vision**

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

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

### **Qualifications and Experience of Respondent**

Proposals that satisfy the following criteria may be eligible for higher ratings by:

- I. Demonstrating through entity experience and expertise of proposed key personnel that Respondent is qualified to execute the proposed development plan;
- II. Having successfully served in lead developer roles for completed projects of a similar scale and scope to the project proposed by Respondent; and
- III. Providing evidence of sufficient organizational and financial capability to ensure successful and timely delivery of the project.

#### ***Project Financial Feasibility and Team's Financial Capacity***

Proposals that satisfy the following criteria may be eligible for higher ratings:

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

#### ***Announcement of Short List***

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

#### **Final Selection & Notice**

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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 of a recommendation by the Mayor, DMPED shall notify the selected Respondent(s), if any. Ultimately, the Mayor will submit the proposed transaction to Council for its approval in accordance with applicable law (see the "Disposition Agreement & Approval" section in this RFP for more details).

DMPED reserves the right, in its sole and absolute discretion, to reject any 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 re-advertise at a later date. If a Proposal is deemed incomplete or if a Proposal isn't selected, then DMPED will return the subject Respondent's Letter of Credit.

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

#### **Post-Selection Due Diligence**

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

#### ***Disposition Agreement & Approval***

If Respondent is thereby chosen for commencement of negotiations, the selected Respondent may be requested by the District to proceed to negotiate a disposition agreement. If the District and selected Respondent are unable to execute a disposition agreement within one hundred and twenty (120) days after the date of selection, the District, in its absolute and sole discretion, may terminate negotiations and select a different Respondent who responded to the RFP; re-issue the RFP; issue a modified RFP, or take such other measures as it deems reasonable, appropriate, or necessary. **All costs incurred by 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 will 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 will recommend such Respondent and proposed business terms to the Mayor. If the Mayor agrees with DMPED's recommendation, then the Mayor will submit the proposed transaction to Council for its approval of the disposition of the property in accordance with D.C. Official Code § 10-801. **In accordance with D.C. Official Code § 10-801, the District is not authorized to convey or lease any real property unless and until authorized by Council.**

## TRANSACTION TERMS

### Site Condition

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#### **As-Is Condition**

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

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

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

#### **Environmental Remediation**

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

### Predevelopment and Development Costs

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Respondent should 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 selection and execution of a right of entry 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 predevelopment work during negotiation with the District shall be at its sole cost and risk; under no circumstances shall the District be responsible for the reimbursement of any such costs even if the parties do not execute a disposition agreement or the project is not successfully completed.

# RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

## Reservation of Rights

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

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

## Conflicts of Interest

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### 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 competitor for the purpose of restricting competition related to this RFP or otherwise;
- ii. No person or entity currently or formerly employed by the District or retained by the District in connection with this RFP: (i) has provided any information to Respondent that was not also available to all entities responding to the RFP; (ii) is affiliated with or employed by Respondent or has any financial interest in Respondent; (iii) has provided any assistance to Respondent in responding to the RFP; or (iv) will 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.

### Notice of Modifications

DMPED will post on its website (<http://dmped.dc.gov/>) any notices or information regarding cancellations, withdrawals, and modifications to this RFP (including modifications to the deadlines included herein). 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 will require similar notification and approval rights of any change to Respondent's Proposal or development team following award, if any.

### Ownership and Use of Responses

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 response is selected or rejected.

### Restricted Communications

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

### Confidentiality

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

**"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 will generally endeavor not to disclose information designated by Respondent as exempt information, DMPED will 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, 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

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### **Withdrawal & Cancellation**

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

### **“Stand-Alone” Projects**

The development of the Site is expected to be a “stand alone” project, in that Respondent is prohibited from cross collateralizing and cross defaulting the Site, 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 Site 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 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 the actual costs and fees incurred to develop the Site as a condition of receiving the certificate of final completion.

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

## QUESTIONS

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

APPENDIX A | FORM OF ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_



APPENDIX B | SAMPLE SCHEDULE OF PERFORMANCE

(To be completed and submitted with response)

| Milestone   | Completion Date | Party Responsible |
|---|-----------------|-------------------|
| Final Selection of Development Team & Notice  | Winter 2020     | DMPED             |
| Submission of Disposition Agreement and supporting exhibits for Council approval      |                 | DMPED & Developer |
| Execution of Disposition Agreement (following Council surplus & disposition 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 \_\_\_\_\_  
 ( \_\_\_\_\_ ) (description)

|  |  |
|--|--|
| <b>Lessor/Seller</b>   | Government of the District of Columbia, acting by and through the Deputy Mayor for Planning and Economic Development (the "District")  |
| <b>Lessee/Purchaser/Developer</b>                                | Entity Name: _____ ("Developer")   |
| <b>Description of Real Property</b>                              | The parcel of land known for tax and assessment purposes as _____ (the "Development Parcel").  |
| <b>Disposition Structure</b>                                     | 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),<br><b>or</b><br>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).<br><br>Developer proposes the following Conveyance Structure:<br>_____  |
| <b>Disposition Timeline</b>                                      | The disposition timeline must be consistent with D.C. Official Code § 10-801 and is to occur within two years of Council's authorization of the disposition.   |
| <b>Disposition Agreement Payment</b>                             | Upon execution of a Land Disposition and Development Agreement (LDDA), Developer shall deliver to District a Letter of Credit in a form acceptable to the District in the amount of \$ _____ (the "Disposition Agreement Deposit"). The Disposition Agreement Deposit is not a payment on account of and shall not be credited against the Purchase Price or ground rent. Rather, the Disposition Agreement Deposit shall be held by District to be used as security to ensure Developer's compliance with the LDDA and may be drawn on by District in accordance with the terms of the LDDA.  |
| <b>Purchase Price (If fee simple acquisition)</b>                | Developer shall pay to District \$ _____ for fee simple conveyance of the Development Parcel at closing.   |
| <b>Annual Base Rent (If ground lease)</b>                        | Developer shall pay to District \$ _____ in annual base rent for a ground lease transfer of the Development Parcel.  |
| <b>Annual Base Rent Escalation</b>                               | Annual base rent shall increase by ___% on (i) the ___ anniversary of the Closing date and (ii) shall increase ___% every subsequent ___ anniversary of the initial rent escalation date during the term of the ground lease.  |
| <b>Rent Payment Terms</b>  | Rent payments shall commence at Closing.   |
| <b>Fair Market Value (FMV) Annual Ground Rent Recalculations</b> | Annual base rent shall be recalculated on every 10th anniversary of the commencement date of the ground lease during the term of the ground lease. Each recalculation shall be based on the then-current fair market value of the Development Parcel, determined by appraisal, which shall be equal to the product of (x) 100% of the appraised value, determined as if the Development Parcel were (1) encumbered by the ground lease, (2) unimproved by any improvements, and (3) to be used for the actual uses in place, multiplied by (y) _____ [enter a market rent factor]; provided that the annual base rent resulting from each recalculation shall not be greater than 120% or less than 100% of the preceding year's annual base rent. |
| <b>Development and Operational Costs</b>                         | The Developer shall be solely responsible for the costs of development and future operation of the 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.  |
| <b>Conditions of Closing</b>                                     | In addition to the other District standard conditions of Closing, the District's obligation to convey or lease, as applicable, the Development Parcel is conditioned upon: <ul style="list-style-type: none"> <li>• The District's approval of the Developer's design, budget, and project financing plan;</li> <li>• Developer's obtaining financing and equity to fund 100% of the development;</li> </ul>   |

|                                    |  |
|------------------------------------|--|
|                                    | <ul style="list-style-type: none"> <li>• Developer's providing the District development and completion guaranties to the District's satisfaction;</li> <li>• Developer having received all necessary zoning approvals, or any zoning relief deemed necessary to accomplish the project.</li> <li>• Developer having received all necessary permits and other approvals required for commencing construction of the project.</li> </ul>   |
| <b>Developer Financing</b>         | Developer shall be responsible for obtaining financing and equity to fund 100% of the 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.  |
| <b>Affordable Housing</b>          | In the event that the Development Parcel is being developed to include a residential component, Developer shall comply with the requirements of the Inclusionary Zoning program, as applicable, and D.C. Official Code §10-801 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.   |
| <b>Green Building Requirements</b> | <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> and DC's Stormwater Management Program stated in 21 DCMR, Chapter 5. In addition, Developer must submit with its building permit application a LEED checklist indicating that the Improvements are designed to include sustainable design features such that the Improvements meet the standards for certification as a LEED building the appropriate LEED certification level per to the requirements of the Green Building Act. Developer must also register the building with the U.S. Green Building Council, must construct the improvements in accordance with the building permit, and must use commercially reasonable efforts to obtain LEED certification at the appropriate LEED certification level per to the requirements of the Green Building Act for the Improvements once construction has been completed.</p> <p>Complete per Proposal: Developer proposes to deliver a project with the following sustainability considerations/green building level (indicate whether 'designed to' or 'certified as'):</p> <p>_____</p> |
| <b>Design Review</b>               | District shall have the right to approve project plans and drawings related to the design, development, and construction of the improvements on the Development Parcel to ensure the quality and compatibility of the proposed improvements.   |
| <b>Post-Closing Requirements</b>   | Developer shall be bound by the requirements of a Construction and Use Covenant/ADU Covenant, Guaranty, and Ground Lease or Deed (as applicable) to be attached to the Disposition Agreement, which may be amended with the approval of the District.  |
| <b>Disclosures</b>                 | 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 the actual total development costs incurred to develop the Site as a condition of receiving the certificate of final completion.   |

Respondent will include additional minimum business terms: \_\_\_ (yes) or \_\_\_ (no). If yes, the attached additional minimum business terms are attached hereto.

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 Site. The terms of the disposition shall be consistent with the terms of this Statement unless the District otherwise agrees in writing, in its sole and absolute discretion.

**RESPONDENT:**

By: \_\_\_\_\_

Name:

Title:

Langston Slater

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

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

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

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

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

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

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

Truly Yours,

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

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



APPENDIX E | PROJECT SUMMARY MATRIX (FOR EACH DEVELOPMENT PROPOSAL, IF APPLICABLE)

|  |   |
|--|---|
|  | Total NNN rent net SF (retail or other)                                     |
|  | Total 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 (DSC or DSCR)                  |
|  | Modeled debt service coverage ratio (DSC or 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 sq/ft  |
|  | Total development costs of the commercial office component only             |
|  | Total net commercial office sq/ft   |
|  | Total development costs of the hotel unit component only                    |
|  | Total hotel keys  |
|  | Total development costs of the institutional unit component only            |
|  | Total net institutional sq/ft   |

APPENDIX F | RESIDENTIAL MATRIX

|  |                                    |
|--|------------------------------------|
|  | Type of units (rental or for sale) |
|  | Total project residential units    |
|  | Total market units                 |
|  | Total ADU units                    |
|  |                                    |
|  | 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                       |