

# Frank D. Reeves Center Redevelopment



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## REQUEST FOR PROPOSALS

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

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## INTRODUCTION

The Government of the District of Columbia (the "District"), through the Office of the Deputy Mayor for Planning and Economic Development ("DMPED"), is releasing this Request for Proposals ("RFP") as it seeks to receive proposals (each a "Proposal" and collectively "Proposals") from individuals and/or teams (each a "Respondent" and collectively "Respondents") for the redevelopment of the property located at 2000 14th Street NW (the "Development Parcel") (see Figure 1: Development Parcel Map). The Development Parcel is currently improved by the Frank D. Reeves Center of Municipal Affairs (the "Reeves Center") and a residential 32-unit multifamily building occupying an air rights parcel.

The U Street Corridor neighborhood has been a longstanding and historic hub of cultural, educational and commercial life for African Americans in DC. In the 1980s, Mayor Marion Barry Jr. (1936-2014), former president of the National Association for the Advancement of Colored People ("NAACP") campus chapter at LeMoyne-Owens College and later founder of the NAACP campus chapter at Fisk University, commissioned the District's investment in the construction of the Reeves Center to catalyze development in and around the neighborhood. As a direct result of Mayor Barry's vision and action, the area continues to be one of the District's most flourishing destinations.

Franklin D. Reeves (1916-1973), for whom the Reeves Center was named when it opened in 1986, was a lawyer and civil rights activist who, while working for the NAACP, was part of the team that shaped the landmark case of *Brown v. Board of Education* that rendered segregated schools unconstitutional and mandated school desegregation throughout the United States.

The NAACP, founded in 1909, is America's oldest and largest civil rights organization and is seeking to relocate its national headquarters to Washington, D.C. and more specifically to the Development Parcel. The NAACP's Washington, D.C. bureau, founded in 1913, helped to advance not only integration of the United States Armed Forces in 1948 but also passage of the Civil Rights Acts of 1957, 1964, and 1968 and the Voting Rights Act of 1965.

The Development Parcel is, therefore, culturally significant to the local history of Washington DC, the NAACP, and to the broader history of the nation, and any redevelopment should incorporate publicly accessible amenities that integrate and commemorate such significance. Additionally, redevelopment should include the concept of honoring Marion Barry Jr.'s legacy and providing for daytime pedestrian activation and retail patronization of the surrounding neighborhood.

# DEVELOPMENT PARCEL DESCRIPTION



Figure 1: Development Parcel Map (not to scale)

Location	2000 14 <sup>th</sup> Street NW
Ward	1
Neighborhood	Old City II
ANC:	1B
Bounded by:	V Street NW to the north, 14th Street NW to the east, U Street to the south, and the Sonnet and Portner Flats apartments to the west.
Square	0204
Lot	0844
Air Rights Lot	7000
Total Square Footage	97,600 sq. ft. (approximate)
Frontage on:	V Street NW to the north, 14 <sup>th</sup> Street NW to the east, U Street NW to the south
Zone	Lot 7000 zoned RA-2, lot 0844 zoned ARTS-4
PUD Eligible	Yes

**Visibility/Access:** The Development Parcel has good visibility from all street frontages. See the “Transportation Planning Framework” section regarding access.

**Property Advantages:** The Development Parcel is located within the U Street Corridor, one of the fastest developing areas of the city and a flourishing nightlife destination. The Development Parcel has excellent multi-modal transportation access due to its proximity to the U Street Greenline Metrorail station entrance 500 feet to the east and multiple Metrobus and Circulator lines with stops at the 14th and U Street intersection. Meridian Hill Park is 1000 feet away from the V Street frontage of the Development Parcel, and the Adams Morgan and Cardozo neighborhoods are within easy walking distance. There are numerous popular dining establishments along the U Street Corridor—including Busboys and Poets across the street from the Development Parcel—and along the nearby 14th Street Corridor.

**Community Context:** The Reeves Center has been the cornerstone of the U Street Corridor for over 30 years in an area once known as Uptown and now known as Shaw. The Shaw neighborhood is bounded by Florida Avenue NW and the U Street Corridor, LeDroit Park and Howard University on the north, M Street NW and Massachusetts Avenue NW, and Mount Vernon Square and Downtown Washington D.C. on the south, First St. NW and Truxton Circle on the east, and 9th Street NW and the U Street and Logan Circle neighborhoods to the west. In 1986, the District invested \$50 million to erect the Reeves Center at the intersection of 14th and U Streets as a centralized location to house District agencies and services.

**Existing Tenancies:** The air rights parcel is currently encumbered with a 99 year ground lease, of which approximately 65 years remain, entered into with the owner of the multifamily building—Horning Brothers. For questions regarding the Horning Brothers’ tenancy and how the ground lessee’s rights will be incorporated into redevelopment of the Development Parcel, Respondents should contact the ground lessee directly through Horning Brothers’ Vice President of Development, Andrew Vincent, at 202-659-0700 x 1214 or email [avincent@horningbrothers.com](mailto:avincent@horningbrothers.com).

The Reeves Center is currently tenanted by several District agencies as well as other non-municipal organizations and the District's Department of General Services ("DGS") administers leases on behalf of the District. Respondents may request more information from DGS Supervisory Realty Specialist Rashad Jenkins at 202-671-2802 or email [rashad.jenkins@dc.gov](mailto:rashad.jenkins@dc.gov). The non-municipal lessees are:

1. Metro DC Community Center – The lease expires on April 5, 2028, and Respondents shall include provisions to accommodate Metro DC Community Center's remaining lease term. Respondents may engage directly with the lessee by contacting Metro DC Community Center through Site Manager LaShaun Lightfoot by email [LLightfoot@ecmpcc.org](mailto:LLightfoot@ecmpcc.org);
2. United States Postal Services – The lease expires on June 14, 2022, and Respondents may request more information from DGS Supervisory Realty Specialist Rashad Jenkins by email [rashad.jenkins@dc.gov](mailto:rashad.jenkins@dc.gov);
3. DC Credit Union – Respondents may engage directly with the lessee by contacting DC Credit Union President/CEO Carla Decker by email [Cdecker@dccreditunion.coop](mailto:Cdecker@dccreditunion.coop);
4. Edward C. Mazique Parent Child Center, Inc. of the District of Columbia – The lease is a tenancy at sufferance and Respondents may engage directly with the lessee by Chair Rehana Mohammed by email [rehana@thedccenter.org](mailto:rehana@thedccenter.org);
5. Advisory Neighborhood Commission 1B – The lease is a tenancy at sufferance and Respondents may engage directly with the lessee by contacting ANC1B Chair James Turner by email [1B09@anc.dc.gov](mailto:1B09@anc.dc.gov).

**Existing Functions–DDOT:** The Development Parcel, located within the Mid-City Area Element and I Street/Uptown Policy Focus, currently houses mission critical services and related staff activities for the District's Department of Transportation's ("DDOT"). The facility is the most critical element of traffic operations and real-time situational awareness for the transportation infrastructure in the nation's capital and the national capital region. DDOT shall require all programs, operations, and related space to be relocated to a District-owned site north and west of the Anacostia River and activated prior to the decommissioning the Reeves Center facility. This includes all assets related to the program including hardware, software, communication infrastructure and specialized assets and devices. There are three program areas that are critical to the daily operation of the District's transportation network:

1. Traffic Management Center (the "TMC") [estimated relocation cost = ~\$50 million]
2. Traffic Control Officer Program
3. IT Infrastructure Center (hardware) [estimated relocation cost = ~\$1 Million]

The TMC is a citywide DDOT owned hard wired traffic communication infrastructure system that terminates within the Development Parcel. The TMC plays a critical role in providing real-time adjustments, information dissemination, and situational awareness for daily real time traffic operations and event management in the District of Columbia. The TMC has a number of field devices that feed data and enable TMC activities. An expansive communications network, spanning over 300 miles, primarily consisting of both FiberOptic and Ethernet over copper, converges near the Development Parcel to connect these field devices to the TMC. Included within the TMC are all of the telecommunications and data processing equipment necessary to monitor and operate all of these traffic related field devices, including the following:

- over 1700 traffic signals;
- 300 closed-circuit television (CCTV) cameras;
- 11 dynamic message signs;
- 85 vehicle detection stations;
- 13 road weather information stations;
- 15 full time staff and related office, cube and meeting space;
- 15 vehicles located in the underground parking;
- 1 spare parts storage area; ;
- 1 IT data center dedicated to the support of the TMC; and
- a centrally monitored bus transit priority system.

The Traffic Control Officer Program plays a critical role in the daily management of traffic operations throughout the District of Columbia. DDOT has a full time staff of about 175 individuals that report for work in three shift rotations 24/7/365 to the Reeves Center. The program provides for lockers, meeting space, offices and cubes for the managers and staff separate from the TMC. In addition to the staff space needs, there are 15 vehicles that currently have access to the underground parking to facilitate programmatic efforts.

The IT Infrastructure Center provides the critical IT infrastructure support for the TMC, several Advanced Traffic Management Systems (ATMS) and houses other DDOT servers to support agency applications. The IT Infrastructure Center space is not part of the TMC data center but is located in the same physical space and supports mission critical DDOT functions for the agency not necessarily related to traffic operations.

Respondents' Proposals must recognize the criticality and mission-critical nature of the TMC infrastructure and associated systems and resources, as well as the importance of coordinating timing to ensure that this critical infrastructure, systems and resources have been moved or decommissioned prior to commencement of construction on any redevelopment of the Development Parcel. Respondent will need to

guarantee that DDOT will have continued and unrestrained physical, logical and operational access to any such infrastructure, systems and resources until such time as it can move or replace and fully decommission that infrastructure. In addition, Respondents are encouraged to consider how, and to what extent, the relocation of the three programs outlined above may be addressed in their Proposals. For additional information, Respondents should contact DDOT directly through DDOT's Senior Advisor to the Director, Francisco Reinoso, at [francisco.reinoso@dc.gov](mailto:francisco.reinoso@dc.gov).

**Existing Functions–OCTO:** The Reeves Center currently houses the Office of the Chief Technology Officer's ("OCTO") mission critical fiber optic network ("DC-Net"). DC-Net manages data and voice services for 668 facilities throughout the District of Columbia; it serves all of the District, approximately 100 non-profits, and approximately 40 federal government customers.

The Development Parcel is one of three core node sites supporting the DC-Net 100G fiber optic backbone. As a critical network node, it houses OCTO's router and switching platforms and the racking and cabinets, fiber optic plant, direct current (DC) and utility power, HVAC, and backup battery systems required to support their operation. The Development Parcel is also a voice traffic aggregation hub for the District. OCTO supports many key District agency operations at the Reeves Center. In addition, OCTO's DC-Net supports the Office of Unified Communications ("OUC") managed land and mobile radio network tower at the site. Approximately, one third of DC-Net circuits and traffic are aggregated through fiber and equipment in this facility.

However, current space and other building facilities are not adequate to support operations and should not be used as a basis for OCTO's relocation requirements and costs. For example, DC-Net's current space at the Reeves Center is 1,100 square feet with a 9-foot ceiling while OCTO requires 2,000 to 2,500 square feet with a 10 to 12-foot ceiling height at a new location. In addition, OCTO shall require all programs, operations, and related space to be relocated to a District-owned site that is NOT in a known flood plain nor prone to water invasion or collection.

*Table 1: OCTO Relocation Costs*

Item	Requirement	Projected Cost
Location	District-owned facility. NOT in a known flood plain or prone to water invasion or collection. Adjacent to existing fiber backbone cable routes. Has underground power and communication utilities. Diverse and separate conduit entrances.	
Space	2,000 to 2,500 square feet of space with a 10 to 12-foot ceiling height.	TBD
Network equipment and systems	Replicate the active optical transport, routing, switching, and voice platforms and network security, demarcation hand off interface equipment, etc. Network equipment is architected as a highly available environment; most devices have redundant processor and line cards. The network segment is broken into three major components: 1) transport services, providing backbone and handoff speeds up to 100G. 2) MPLS-IP backbone, supports all District voice, data, video and wireless services. 3) Secured VoIP call processors and call accounting, processes over 30,000 call terminations daily. All equipment must be stood up in parallel with the currently operating node at the Reeves Center to facilitate a graceful migration; service cannot be cut-off, picked up, moved, and reinstalled elsewhere without severely disrupting the District's operation.	\$16,000,000
Direct Current (DC) Power	Equipment is typically DC powered and supported by a -48V DC plant, with rectifiers and batteries designed to operate the equipment for up to eight hours during the loss of commercial utility power. UPS equipment is not required. This includes installing DC power system with batteries, distribution circuit breaker facilities and breakers, rectifiers, inverter system, cabling, hardware, and installation labor.	\$580,000
Hardware infrastructure	This includes equipment racks and adjacent vertical cable management, overhead ladder rack structure, support iron work, equipment cabinets, AC power strips for the equipment cabinets, and OSP fiber patch panels and wall mounted transition splice cases. Also, associated minor hardware items to anchor racks and cabinets and assemble and secure equipment within the racks and cabinets. Cost includes hardware infrastructure and the associated labor to assemble and install.	\$302,000
Outside fiber plant	This includes materials and labor for outside plant fiber relocation/re-termination. Outside plant relocation and re-orientation work cannot be accurately projected at this stage. Materials needed and labor involved depend on how far the proposed location is from a network connecting point.	TBD based on site location and layout – no less than \$3,000,000

	<p>There are over 3,000 fibers currently terminating within the existing Reeves Center facility and over 25 separate cables—these will need to be replicated in the new location.</p> <p>In addition, special circuits from Verizon, Level 3, and other carriers must be brought to the new node site. Some of these circuits are distance sensitive and require additional equipment if they need to be relocated far from the Development Parcel. Other variables in the proposed space's physical layout can significantly alter the equipment layout and cabling distances within the facility, thus, creating cost deltas that cannot be factored at this time. Outside Plant availability is key</p> <p><b>Note: Outside plant fiber must be placed at the new site by OCTO, as opposed to the site developer, in order to ensure that fiber placement meets OCTO's diversity and security requirements.</b></p>	
Backup generator	375 kW diesel generator with minimum 1000-gallon integral fuel tank. Automatic transfer switch to intercept both of the 480-volt 3-phase panels.	TBD based on site location
HVAC	<p>Minimum of four 10-ton air conditioners, six would be preferred. The unit cannot be supported on a building's chiller plant as loss of utility equals loss of building chiller equals loss of area air conditioning while the facility remains operational.</p> <p>Fully redundant air conditioning equipment is required. Heat build-up happens very quickly when air handling facilities fail and can have a crippling effect on equipment before repairs or replacement can take place.</p>	TBD based on site layout
Utility Power	<ul style="list-style-type: none"> <li>• Two 480-volt 3-phase 225-amp panels equipped with ten 3-pole 20-amp breakers each.</li> <li>• One 208/120-volt 3-phase 225-amp circuit for inverter maintenance by-pass input.</li> <li>• One 208/120-volt 3-phase 225-amp panel for 50% of HVAC equipment and general non-critical support power.</li> <li>• One 208/120-volt 3-phase 225-amp panel (42 breaker positions) connected to output of the inverter system for 50% of HVAC equipment and critical AC powered equipment.</li> <li>• General room lighting consisting of 35 to 40 LED based equivalents to the traditional 4-foot two-tube fluorescent surface mount fixture. This to be powered from the 208/120-volt utility supported panel.</li> </ul>	TBD based on site layout

In sum, the current facility utilities and environment need to remain intact until a new location has been commissioned and services are transitioned to that new location. Current time estimates for these activities is 18-24 months, although OCTO is actively looking for ways to reduce that timeline. If OCTO's DC-Net were to relocate to a similar purpose built space, commissioning time could be reduced by as much as 6-8 months. Respondents are encouraged to consider how, and to what extent, the relocation of OCTO's DC-Net outlined above may be addressed in their Proposals. For additional information, Respondents should contact OCTO via email through OCTO's Associate Chief Technology Officer, Henry Lofton at [henry.lofton@dc.gov](mailto:henry.lofton@dc.gov) or OCTO Chief Performance Officer, Tige Johnson at [tige.johnson@dc.gov](mailto:tige.johnson@dc.gov).

# LOGISTICS

## When

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*The District shall 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:*

<b>RFP Process Timetable (subject to change)</b>	
Issuance of RFP	December 30, 2020
Pre-Response Question & Answer Period	December 30, 2020 – January 26, 2021
RFP Proposal Submission Due Date (11:59 PM ET)	February 19, 2021

**NOTE:** DMPED is offering to publicly release the contact information of Respondents that want to share their information with other interested parties. If you would like for your information to be released, please contact the Project Development Manager with the following information by the last day of the Pre-Response Question & Answer Period:

- Company name
- Company address
- Point of contact name
- Point of contact email address
- Line of business (e.g. architect, general contractor, developer, etc.)

## Where

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The RFP is posted on DMPED's website at <https://dmped.dc.gov/page/reeves-center-0> (the "Project Website").

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

## What

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DMPED seeks Proposals that reflect the important value of this Development Parcel to the surrounding community, embody those priorities identified in the "District Policy Goals, Requirements, and Preferences" section, and satisfy the requirements set forth in the "RFP Submission Requirements" sub-section of the "Solicitation Process" section. The District is targeting Closing (as defined in the "Affordable Housing" sub-section of the "Common Elements & Requirements" section) in the summer of 2022.

### **RFP Submission Deposit:**

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

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

## Who

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All Proposals must be submitted to Patrick Pendleton Smith (the "Project Development Manager"). All questions regarding this RFP must be submitted via e-mail only to the Project Development Manager. 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 Project Website prior to the Submission Due Date.

## How

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All Proposals must be submitted electronically to the Project Development Manager at [patrick.smith3@dc.gov](mailto:patrick.smith3@dc.gov) (note the number '3' after 'smith') by the RFP Submission Due Date in the "When" subsection of this "Logistics" section. The subject line for such electronic submission shall state "REEVES - RFP PROPOSAL SUBMISSION". Hand delivered or mailed Proposals shall not be accepted. Adherence to the deadline is essential. Incomplete applications or those submitted after the deadline shall not be accepted.

Additionally, all Respondents shall also upload the Proposal electronically (including a PDF of the response and the Microsoft Excel pro forma) via the "Submit Files" link on the Project Website specified in the "Where" sub-section of this "Logistics" section. Uploaded electronic files should use the following naming convention: "REEVES RFP PROPOSAL SUBMISSION – [Team Name] – [File Type]".

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

## DISTRICT POLICY GOALS, REQUIREMENTS, AND PREFERENCES

### Planning and Zoning Framework

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#### Public Life

In the summer and fall of 2020, the Office of Planning ("OP") conducted a Public Life Study centered on the Development Parcel to help re-imagine the adjacent public spaces as a welcoming, active and accessible community asset. A summary of findings is available on OP's website and can be accessed at <https://planning.dc.gov/page/re-imagining-reeves-public-life-study>. The full report will be shared with Respondents as it becomes available during the RFP process.

OP is interested in better understanding how people choose to behave and interact with one another within the city's public spaces as a means to better guide their design. A Public Life Study is a data-driven approach that uses observational, people-centric principles to inform policy and advocate for improved access and investment in the neighborhood. Based on input from two public meetings, interviews with stakeholders, and an online survey that garnered nearly 4,500 responses, OP has compiled the following guiding principles to advise the design of the Development Parcel and its public spaces:

- **Living Legacy:** Meaningfully honor the U Street corridor's historic significance to Black identity, culture, and enterprise. Acknowledge the Development Parcel's ties to civic activism and the struggle for Home Rule in the District.
- **Public Plaza:** Create a new public plaza or similar open space that prioritizes visual openness and physical access, and that reflects the shared values of the District and its people.
- **Engaging Edges:** Prioritize day-to-day activity at the Development Parcel and within the adjoining public spaces through site design, architecture, and a curated selection of ground floor tenants that reflect the surrounding neighborhood.

The final report will be available for download from the Project Website as it becomes available.

#### Comprehensive Plan

The Comprehensive Plan Future Land Use Map designates the Development Parcel as High Density Mixed-Use whereas the current designation is Medium Density Mixed-Use. This allows for office uses and a mix of other uses such as residential, hotel, and retail. The Generalized Policy Map designates this site as a "Main Street Mixed Use Corridor" within the Commercial/Mixed Use areas. Main Street Mixed Use Corridors are "traditional commercial business corridors" with a concentration of older storefronts along the street. Their common feature is that they have a pedestrian-oriented environment with traditional storefronts. Many have upper story residential or office uses. Conservation and enhancement of these corridors is desired to foster economic and housing opportunities and to serve neighborhood needs. Any development or redevelopment that occurs shall support transit use and enhance the pedestrian environment.

The Development Parcel is located within the Mid-City Area Element and the U Street/Uptown Policy Focus Area. The Mid-City Planning Area is a cultural melting pot, with a strong international flavor. It is the heart of the city's Latino business community, the home of some of Washington's most important African American landmarks and cultural resources, and a gateway for immigrants from across the globe. It includes the vibrant nightlife and ethnic restaurants of 18th Street and U Street, and other walkable neighborhood centers that embody the best qualities of urban living. The area is well-served by the District's transportation system, including the Metrorail Green and Yellow Lines, numerous bus lines, several crosstown arterials, and bikeshare. Targeted policy guidance for the area also includes the following:



- **Policy MC-2.3.1: Uptown Destination District**  
Encourage the growth and vibrancy of U Street between 6th Street and 12th Street NW, and Georgia Avenue/7th Street between Rhode Island Avenue and Barry Place NW as a mixed use residential/commercial center, with restored theaters, arts and jazz establishments, restaurants, and shops, as well as housing serving a range of incomes and household types (Comprehensive Plan citation 2013.5);
- **Policy MC-2.3.2: Uptown Subareas**  
Create a distinct and memorable identity for different sub-areas in the Uptown District, based on existing assets such as the Lincoln Theater, Howard University, the African American Civil War Memorial, and the Howard Theater (Comprehensive Plan citation 2013.6); and
- **Policy MC-2.3.6: Small Business Retention**  
Create a distinct and memorable identity for different sub-areas in the Uptown District, based on existing assets such as the Lincoln Theater, Howard University, the African American Civil War Memorial, and the Howard Theater (Comprehensive Plan citation 2013.6).

In spring 2016, OP launched the second amendment cycle of the 2006 Comprehensive Plan (“Comp Plan”) for the National Capital: District Elements. The Comp 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 of Columbia’s population and demographics, as well as the District’s policy priorities. While the Comp Plan amendment process is ongoing, the 2006 Comp Plan language still applies.

### Zoning

The Development Parcel is predominately zoned ARTS-4. The purpose of the ARTS zoning is to promote the creation of arts and arts-related uses, activated streetscapes, and new housing and business opportunities. The ARTS-4 zone is specifically intended to permit medium to high-density mixed use development. The permitted by-right Floor Area Ratio (“FAR”) in the ARTS-4 zone is 6.0 maximum, or 7.2 with Inclusionary Zoning (“IZ”). The maximum permitted FAR for non-residential development is 3.0, although bonus density for various arts and retail uses may be possible. The maximum permitted by-right height of a building in the ARTS-4 zone is 90 feet, or 100 feet with IZ. A habitable and/or mechanical penthouse is also permitted to a height of 20 feet. Lot occupancy is not limited for a non-residential building, but is limited to 75% maximum, or 80% with IZ, for residential use. A rear yard is required for a residential use, the greater of 12 feet or 2.5 inches per foot of building height. The minimum required Green Area Ratio is 0.20. The ARTS-4 zone permits most forms of residential, retail, service, office, and hotel (with restrictions) uses; eating and drinking establishments are limited to a maximum of 50% of the linear frontage along both 14th Street and U Street. Please refer to Subtitle K Chapter 8 of DCMR 11, Zoning Regulations for the complete development standards and use provisions for the ARTS-4 zone.

The northwest portion of the Development Parcel is zoned RA-2. The RA-2 zone is intended to permit predominantly moderate density residential development. The permitted by-right FAR is 1.8 maximum, or 2.16 within IZ. The maximum permitted by-right height of a building in the RA-2 zone is 50 feet. A habitable and/or mechanical penthouse is also permitted to a height of 12 feet for habitable space and 15 feet for mechanical space. Lot occupancy is limited to 60% maximum. A rear yard of the greater of 12 feet or 3 inches per foot of building height is required. A side yard is not required but, if provided, must be a minimum of 4 feet. The minimum required Green Area Ratio is 0.40. The RA-2 zone permits most forms of residential use, but does not permit most forms of non-residential uses, other than certain institutional uses such as a public school or place of worship. Please refer to Subtitle E Chapters 2 and 3 of DCMR11, Zoning Regulations for the complete development standards, and Subtitle U Chapter 4 for the Use provisions for the RA-2 zone.

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

### Transportation Planning Framework

DDOT’s commitment to building a safe and efficient transportation network will guide all review of transportation-related issues regarding the development of the Development Parcel. The Development Parcel has excellent multimodal transportation access as it is located one block west of the U Street Metrorail Station and is adjacent to a bus stop on 14th Street that is served by the DC Circulator line and several WMATA Priority Corridor Network Bus Routes. DDOT anticipates that a sizable share of people accessing the Development Parcel will do so via non-automobile modes of travel. As such, DDOT expects the amount of vehicle parking provided on-site to be as close to zero as possible, and no more than 0.30 space per residential unit, 0.40 space per 1,000 GSF office or hotel, and 1.00 space per 1,000 GSF retail, per the 2019 DDOT Guidance for Comprehensive Transportation Review. Priority will be given to Proposals that provide no on-site parking and have no curb cuts for vehicular 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.

Respondents should have a basic understanding of the projected number of trips by transportation 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 Development Parcel. 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 Development Parcel. Consistent with DDOT’s Vision Zero efforts and best practices for high quality public realm design, Respondents should incorporate the following items into the proposed streetscape design:

- Close the existing curb cut on U Street NW. If Respondent’s Proposal requires loading access, it must be provided off V Street NW. Loading design must allow for head-in/head-out access. DDOT strongly urges redevelopment Proposals to not include on-site vehicular parking.
- All sidewalks and curb ramps surrounding and within the Development Parcel must be upgraded to comply with Americans with Disabilities Act (“ADA”) guidance. A minimum of 10 feet pedestrian clear space must be provided on each of U Street, V Street, and 14th Street.
- The existing bus stop, shelter, and Capital Bikeshare station on 14th Street should be maintained in their existing locations. If it is necessary to temporarily relocate them, they should be kept on the same block and be moved at the cost of Respondent.
- Design of any proposed building’s first floor should contribute positively to the vibrancy and vitality of the pedestrian realm on U Street and 14th Street (i.e., no blank concrete walls set back from the street).
- All proposed building entrances must be at-grade with the sidewalk, so no ramps or stairs are necessitated in public space.
- Remove the existing layby on U Street NW.
- Move all vaults from public space on U Street NW to private property.
- If a Proposal includes a hotel use, the entrance and valet should be on V Street NW. DDOT is currently looking to repurpose lanes on U Street to include bicycle lanes and could potentially result in the loss of off-street parking along the Development Parcel.
- Preserve all existing street trees and install any missing treeboxes and trees, particularly in the locations of the curb cut and layby to be closed on U Street.
- Coordinate with DDOT’s Urban Forestry Division (“UFD”) and the Ward 1 Arborist regarding the presence, preservation, or removal by permit, of any trees between 44 inches and 99.9 inches in circumference (“Special Trees”) and/or trees that are greater than 100 inches in circumference (“Heritage Trees”) on the Development Parcel.

Respondents may refer to Chapters 11, 12A, and 24 of the District of Columbia Municipal Regulations (“DCMR”), DDOT’s Design and Engineering Manual (“DEM”), and the Public Realm Design Manual for public space design guidance. For further information on DDOT’s development review process, please contact Aaron Zimmerman in DDOT’s Planning and Sustainability Division (“PSD”) at 202-671-2356 or [aaron.zimmerman@dc.gov](mailto:aaron.zimmerman@dc.gov).

## Preferences and Evaluation

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

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

- I. Attainment of District Goals
  - i. Respond to the goals and objectives of the Comp Plan;
  - ii. Improve the quality of life for the surrounding neighborhood;
  - iii. Address stakeholder concerns and requirements;
  - iv. Address community preferences;
  - v. Respond to the NAACP's desire to participate in the redevelopment of the Development Parcel as an equity owner on the selected Respondent's team as well as a foundational anchor tenant. Respondents are encouraged to include approximately 50,000 square feet of commercial office space for the national headquarters of the NAACP to be leased for a minimum of 20 years or purchased as a commercial condominium by the NAACP. For questions related to the NAACP's participation in the project, Respondents should contact the NAACP directly through the NAACP Chief of Staff, Eris Sims, at 410-299-0150 or email [esims@naacpnet.org](mailto:esims@naacpnet.org);
  - vi. Include approximately 50,000 sf of space to be used by the District for municipal uses, such as office space, institutional, library, and/or constituent services;
  - vii. Maximize affordable housing, particularly family-sized units and home ownership opportunities;
  - viii. Any other additional goals identified throughout this RFP and any other District policy documents.
- II. Qualifications and Experience of Respondent
  - i. Demonstrate that Respondent, its member entities, and/or key personnel have successfully served in lead developer roles for completed projects of a similar scale and scope to the project proposed by Respondent;
  - ii. Provide evidence of sufficient organizational capability to ensure successful and timely delivery of the project;
- III. Economic Benefit to the District
  - i. A commitment to build to the highest density allowable on-site to maximize the development envelope. Respondent may consider matter-of-right development, pursuit of a map amendment, or—if applicable—a Planned Unit Development ("PUD");
  - ii. Maximize value to the District through land value proceeds (paid by Respondent to the District) and incremental property and sales taxes;
  - iii. Maximize community benefits, including affordable housing and job creation and/or apprenticeship programs for District of Columbia residents, particularly for residents within 1-mile of the Development Parcel;
  - iv. Seek the least amount of subsidy (either through a reduction in fair market value or through other District or federal public financing tools) to fill anticipated financing and/or investment gaps in the project's capital structure;
  - v. Provide District and Ward 1 residents and businesses with opportunities to participate in the project; (Evidence of the inclusion of such businesses shall be in the form of written confirmation from such neighborhood-based businesses which shall include the scope and details of the said businesses' involvement in the project.)
- IV. Project Financial Feasibility and Respondent's Financial Capacity
  - i. Demonstrate that Respondent possesses the financial resources, capacity, and ability to successfully close the transaction, and to execute the project requirements;
  - ii. Provide an estimated construction budget prepared by a third-party general contractor or cost estimator;
  - iii. Provide a realistic and achievable funding plan, including Sources and Uses (as defined in the "Section 8: Project Budget Sources and Uses" sub-section of the "Solicitation Process" section) and multi-year pro-forma development budgets (pre-development through 18 years post-stabilization);
  - iv. Provide a pro forma utilizing only non-competitive, by-right financing sources;
  - v. Demonstrate significant investments of "at risk" capital during the pre-development and development process;
  - vi. Exhibit a willingness to provide the District with a meaningful guarantee regarding payment and performance through final project completion.
- V. Development Vision
  - i. If a Proposal includes a residential component, then maximize affordability (at a minimum, affordability levels must be compliant with the District's IZ and D.C. Official Code §10-801, as amended, affordable housing requirements). Residential development shall provide a mixture of unit types and sizes across multiple MFI (as defined in the "Affordable Housing" sub-section of the "Common Elements & Requirements" section) levels and affordable units must be comparable to market rate units;
  - ii. In addition to any proposed terms to satisfy the "Equitable Development Focus" section, promote social equity generally, including but not limited to, preferences for CBE's, District-based businesses, and/or businesses that hire District of Columbia residents;
  - iii. Historical memorial art signifying the importance of this property to the African American community in the District and more broadly the United States;

- iv. Promote a vibrant, walkable, and pedestrian-friendly neighborhood character, as demonstrated through a high level of streetscape design, including building features that directly link to the sidewalk level, and a high degree of visual continuity along street corridors;
- v. Complement the existing neighborhood and the commercial corridors;
- vi. Achieve architecture that is of the highest design qualities and standards, which further reflects the significance of the site, complementing the neighborhood character while accommodating necessary uses;
- vii. If appropriate, create strong retail activity on the Development Parcel that serves the neighborhood and broader areas, including retail space for local and emerging businesses;
- viii. Provide a sustainable development that has minimal impact on the environment and achieves higher LEED certifications than required by DOEE as articulated in the "Sustainability and Green Building Requirements" section; and
- ix. An appropriate amount of parking that reflects the Development Parcel's proximity to a Metrorail station and other transportation infrastructure. All project amenities, including any rental of parking spaces, shall be offered to affordable housing units on the same terms as offered to the market rate housing units.

# RFP Technical Section

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# COMMON ELEMENTS & REQUIREMENTS

## Respondent Responsibility to Applicable Laws

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

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

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

## Community & Stakeholder Outreach

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

## Affordable Housing

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

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

As part of its Proposal, Respondent shall use the then-current Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule that is published by the D.C. Department of Housing and Community Development ("DHCD") at [dhcd.dc.gov](http://dhcd.dc.gov). The initial maximum purchase price or rent for an ADU to be constructed on the Development Parcel shall be the greater of: (a) the purchase price or rent set forth in the then-current Inclusionary Zoning Maximum Income, Rent, and Purchase Price Schedule on the date of the consummation of the transactions involving the conveyance of the Development Parcel ("Closing") to the selected Respondent or (b) the purchase price or rent set forth in the then-current Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule on the date the Development Parcel receives its final certificate of occupancy. All rent payments collected by the future property owner from the tenants or third parties on behalf of tenants may not exceed 30% of a household's income as further described in the then-current Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule (the "Maximum Allowable Rent"). The initial and maximum sales price for an ADU is calculated based on the assumptions included in the then-current

Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule (the "Maximum Purchase Price"). For more information, please contact Gene Bulmash, DHCD's Inclusionary Zoning Program Manager at 202-442-7168 or [gene.bulmash@dc.gov](mailto:gene.bulmash@dc.gov).

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

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

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

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

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

The amount of HPTF and 9% LIHTC financing available to a project is limited to the minimum amount necessary for the financial feasibility of the income eligible units. DHCD financing cannot be used to fund or offset a financing gap on uses that are not eligible for these sources of financing, such as workforce housing units (i.e., 81-120% of MFI), market rate units, or non-residential units. If Respondent intends to later apply for DHCD financing through the DHCD Consolidated RFP, Respondent must become familiar with the selection criteria and underwriting guidelines contained in the most recent DHCD Consolidated RFP, available on [dhcd.dc.gov](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 resources for affordable housing, such as Local Rent Supplement Program ("LRSP") operating subsidy from the D.C. Housing Authority ("DCHA"), case management supportive services funding from the Department of Human Services ("DHS"), and grant funding from the Department of Behavioral Health ("DBH"), are also made available through the DHCD Consolidated RFP.

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

### Sustainability and Green Building Requirements

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

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

Clean Energy DC is the District's energy and climate action plan. It identifies the actions that need to be taken between now and 2032 in city's buildings, energy infrastructure, and transportation system to meet the District's ambitious greenhouse gas ("GHG") reduction targets. Included in the list of 57 proposed actions is the adoption of net-zero energy construction codes by 2026 for all new construction. Respondent should review the plan at [doee.dc.gov/cleanenergydc](https://doee.dc.gov/cleanenergydc) and demonstrate how it has considered pursuing deep energy efficiency or net-zero energy performance in its Proposal.

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

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

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

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

Therefore, Respondent is encouraged to:

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

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

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



## First Source

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

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

## Certified Business Enterprises

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

## Davis Bacon

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

## Hotel Uses

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

## Minimum Ground Lease Terms

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

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

The selected Respondent shall be solely responsible for any and all costs of redevelopment, remediation, and future operation of the Development Parcel. The selected Respondent, upon Closing, shall be solely responsible for the payment of all utilities,

assessments, and taxes relating to the Development Parcel, including, if applicable, possessory interest tax assessed under D.C. Official Code §47-1005.01. DMPED shall not provide any public subsidy to fill any funding gaps or shortfalls.

## EQUITABLE DEVELOPMENT FOCUS

### Equitable Development Process

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

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

The District intends to take deliberate steps to assist small, local, and disadvantaged businesses and people to, not just participate in larger opportunities but, build the capacity necessary to lead and manage those opportunities 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 Resident-owned Business ("ROB"), or any entities (including non-profits and community institutions) led by, or majority controlled by, individuals designated as socially disadvantaged under the Small Business Administration ("SBA") definition<sup>1</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 entities described in the first paragraph of this sub-section.

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<sup>1</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)

# SOLICITATION PROCESS

## RFP Submission Requirements

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

### *FORMAT*

All Proposals must meet the following format requirements:

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

### *PROPOSAL CONTENTS*

#### **Section 1: Transmittal Letter**

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

#### **Section 2: Respondent**

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

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

Respondent shall identify the following key member entities:

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

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

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

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

### **Section 3: Litigation and Liabilities**

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

Respondent shall provide a statement regarding any debarments, suspensions, bankruptcy, or loan defaults on real estate development projects and/or government contracts of any of Respondent members' entities or affiliates listed above in "Section 2: Respondent".

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

Respondent shall provide a statement regarding any tax liabilities and other government impositions that are not current for any of Respondent members' entities or affiliates listed above in "Section 2: Respondent".

#### **Evidence Regarding Litigation**

Respondent shall provide a statement regarding any ongoing, or knowledge of any potential or threatened, litigation in which the District is a party that relates to any Respondent members' entities or affiliates listed above in "Section 2: Respondent". If such litigation exists, Respondent shall provide the name and civil or criminal action number of such litigation and a description of the subject matter of such litigation. If potential or threatened litigation could exist, Respondent shall summarize the facts and actionable claims that could exist in such litigation. Should Respondent not make complete disclosures, Respondent shall be disqualified from this RFP.

### **Section 4: Organizational Documents**

#### **Organization Status**

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

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

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

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

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

### **Section 5: Qualifications and Experience**

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

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

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

**Section 6: Project Concept**

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

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

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

### Section 7: Affordable Housing (if applicable)

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

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

- i. The project's impact on the District's affordable housing goals and economic development goals;
- ii. The integration of the ADUs within Respondent's proposed development plan;
- iii. The sales price or rent, as applicable, projections for each ADU unit type;
- iv. The number of ADUs, as well as the percentage of total residential units, by MFI and unit size type and the amount of square footage, as well as the percentage of total square footage in the project, devoted to ADUs; and
- v. Respondent's proposed strategy for the marketing, operating, and administering of ADUs in its project.

### Section 8: Project Budget Sources and Uses

Respondent shall provide a balanced analysis of all sources and uses of funds ("Sources and Uses"). The Sources and Uses analysis shall include the following, at a minimum:

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

### Section 9: Project Development and Operating Pro Forma

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

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

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

### Section 10: Proposed Financing Strategy

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

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

### **Section 11: Financial Capacity**

The District seeks to evaluate Respondent's ability and willingness to invest sponsor equity and self-fund project predevelopment costs. Therefore, Respondent shall include the following items:

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

### **Section 12: Project Schedule**

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

### **Section 13: Statement of Minimum Business Terms**

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

### **Section 14: Community & Stakeholder Outreach**

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

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

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

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

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

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

Respondent is encouraged to incorporate in its Proposal the following:

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

### **Section 16: Hotel Uses (if applicable)**

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

### **Section 17: Proposal Summary for Distribution to the Community**

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

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

### **Section 18: Completed Matrix Appendices E and F**

Respondent shall complete and submit:

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

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

### **Section 19: Economic and Public Benefits Analysis**

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

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



# EVALUATION PROCESS

## Selection Recommendation Panel

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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 shall be determined by the District, in its sole discretion. DMPED and/or the Panel may consult with professional consultants, advisors, and/or other stakeholders for technical assistance. DMPED and/or the Panel shall evaluate each Proposal, taking into account the information provided in the Proposal and the best interests of the District.

## Selection & Notice

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

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

DMPED reserves the right, in its sole and absolute discretion, to reject any Proposal it deems incomplete or unresponsive to the submission requirements. If Respondent's Proposal is deemed incomplete or if Respondent is not selected, then DMPED shall return Respondent's Letter of Credit.

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

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

## Post-Selection

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### Due Diligence

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

### Disposition Agreement & Approval

If the District and selected Respondent are unable to execute a disposition agreement within 120 days after the date of District's notification to Respondent of its Selection, the District, in its sole and absolute discretion, may terminate negotiations and select a different Respondent's Proposal; re-issue the RFP; issue a modified RFP; or take such other measures as the District deems reasonable, appropriate, and/or necessary.

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

# TRANSACTION TERMS

## Site Condition

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### **As-Is Condition**

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

### **Soil or Subsurface Conditions**

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

### **Environmental Remediation**

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

## Pre-development and Development Costs

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

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

DMPED expects the selected Respondent to proceed immediately with predevelopment work upon execution of a right of entry agreement in order to meet the dates in the Schedule of Performance submitted as part of its Proposal.

**ALL FUNDS EXPENDED BY RESPONDENT IN RESPONDING TO THIS RFP, AND IN PERFORMANCE OF DUE DILIGENCE AND PRE-DEVELOPMENT WORK DURING NEGOTIATION WITH THE DISTRICT SHALL BE AT ITS SOLE COST AND EXPENSE. UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE RESPONSIBLE FOR THE REIMBURSEMENT OF ANY SUCH COSTS EVEN IF THE PARTIES DO NOT EXECUTE A DISPOSITION AGREEMENT OR PROCEED TO CLOSING OR IF THE PROJECT IS NOT SUCCESSFULLY COMPLETED.**

# RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

## Reservation of Rights

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

- i. Cancel, withdraw, or modify the RFP prior to or after the response deadline for Proposals;
- ii. Modify or issue clarifications to the RFP prior to the Submission Due Date for Proposals;
- iii. Request submission of additional information from one, some, or all Respondents after review of one or more Proposals;
- iv. Request Respondent modify its Proposal or provide a BAFO for the District's review;
- v. Enter into negotiations with one or more Respondent based on Proposals submitted in response to the RFP;
- vi. Begin negotiations with a different Respondent in the event that a disposition agreement cannot be executed within the allotted period of time for negotiations with the prior selected Respondent;
- vii. Make and memorialize modifications to any Proposal between the District and Respondent during the course of negotiations between the District and Respondent;
- viii. Reject any Proposals it deems incomplete or unresponsive to the RFP requirements;
- ix. Reject all Proposals that are submitted;
- x. Terminate negotiations with a Respondent if such Respondent introduces comments or changes to a disposition agreement or any other documents the District and Respondent negotiate that are inconsistent with its previously submitted Proposal materials; and
- xi. Modify the deadline for Proposals or other actions and (a) reissue the original RFP, (b) issue a modified RFP, or (c) issue a new request for proposals, 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 Respondent or potential Respondent for the purpose of restricting competition related to this RFP or otherwise;
- ii. No person or entity currently or formerly employed by the District or retained by the District in connection with this RFP: (a) has provided any information to Respondent that was not also available to all Respondents; (b) is affiliated with or employed by Respondent or has any financial interest in Respondent; (c) has provided any assistance to Respondent in responding to the RFP; or (d) shall benefit financially if Respondent is selected in response to the RFP; and
- iii. Respondent has not offered or given to any District officer or employee any gratuity or anything of value intended to obtain favorable treatment under the RFP or any other RFP or contract, and Respondent has not taken any action to induce any District officer or employee to violate the rules of ethics governing the District and its employees. Respondent has not and shall not offer, give, or agree to give anything of value either to the District or any of its employees, agents, job shoppers, consultants, managers, or other person or firm representing the District, or to a member of the immediate family (i.e., a spouse, child, parent, brother, or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this RFP. As used herein, "anything of value" shall include, but not be limited to, any (a) favors, such as meals, entertainment, and transportation (other than that contemplated by this RFP, if any, or any other contract with the District) which might tend to obligate a District employee to Respondent; or (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment, or business opportunity. Such term shall not include work or services rendered pursuant to any other valid District contract.

### On-going Reporting

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

## Miscellaneous Provisions

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### Notice of Modifications

DMPED shall post on the Project Website any notices or information regarding cancellations, withdrawals, and modifications to this RFP (including modifications to the deadlines included herein). Respondent shall have an obligation to periodically check the Project 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 in its sole discretion. The District shall require similar notification and approval rights to any change in Respondent's Proposal or team following Selection.

### Ownership and Use of Proposals

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

### Restricted Communications

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

### Selection Non-Binding

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

### Confidentiality

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

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

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

In addition, on each page that contains information that Respondent believes is Exempt Information, Respondent shall include the following separate legend:

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

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

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

**Non-Liability**

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

**Other Limiting Conditions**

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**Withdrawal & Cancellation**

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

**Stand-Alone Project**

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

**Disclosure of Fees**

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

**Disclosure of Submissions**

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

**Disclosure of Final Development Costs**

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

**Restrictions**

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

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

APPENDIX A | FORM OF ACKNOWLEDGEMENT

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

**APPENDIX B | SAMPLE SCHEDULE OF PERFORMANCE**

(To be completed and submitted with Proposal)

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

**APPENDIX C | STATEMENT OF MINIMUM BUSINESS TERMS**

Disposition of the \_\_\_\_\_  
 \_\_\_\_\_(description)

<b>Lessor/Seller</b>	Government of the District of Columbia, acting by and through the Office of 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 Lot(s) _____ in Square _____ (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), <u>or</u> The Development Parcel may be conveyed by the District to the Developer in fee (via Quitclaim Deed) pursuant to D.C. Official Code §10-801(b)(8)(F).  Developer proposes the following Disposition Structure: _____
<b>Disposition Timeline</b>	The disposition timeline must be consistent with D.C. Official Code §10-801 and must occur within two years of the Council of the District of Columbia's authorization of the disposition.
<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 Parcels at closing.
<b>Annual Base Rent (If ground lease)</b>	Developer shall pay to District \$_____ in annual base rent for a ground lease conveyance of the Development Parcel.
<b>Annual Base Rent Escalation</b>	Annual base rent shall increase by (i) _____% on the _____ anniversary of the commencement date (i.e., the closing date) and (ii) _____% every subsequent _____ anniversary of the initial rent escalation date during the term of the ground lease.
<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 10 <sup>th</sup> anniversary of the commencement date of the ground lease during the term of the ground lease. Each recalculation shall be based on the then-current fair market value of the Development Parcel, determined by appraisal, which shall be equal to the product of (i) 100% of the appraised value, determined as if the Development Parcel were (1) encumbered by the ground lease, (2) unimproved by any improvements, and (3) to be used for the actual uses in place (provided that such uses comply with the permitted uses under the ground lease), multiplied by (ii) _____ [enter a market rent factor]; provided that the annual base rent resulting from each recalculation shall not be greater than 120% or less than 100% of the preceding year's annual base rent.



<p><b>Development and Operational Costs</b></p>	<p>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.</p>
<p><b>Conditions of Closing</b></p>	<p>In addition to the other District standard conditions of Closing, the District's obligation to convey the Development Parcel via quitclaim deed, ground lease, or combination thereof is conditioned upon:</p> <ul style="list-style-type: none"> <li>• The District's approval of the Developer's design, budget, and project financing plan;</li> <li>• Developer obtaining financing and equity to fund 100% of the development;</li> <li>• Developer 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>
<p><b>Developer Financing</b></p>	<p>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.</p>
<p><b>Affordable Housing</b></p>	<p>In the event the Development Parcel is being developed to include a residential component, Developer shall comply with the requirements of the Inclusionary Zoning program, D.C. Official Code §10-801, and, if applicable, D.C. Official Code § 2-1226.02, and DMPED's Affordable Housing Covenant (the "<b>ADU Covenant</b>") 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.</p>
<p><b>Green Building Requirements</b></p>	<p>Developer shall construct the project improvements in accordance with the <i>Green Building Act of 2006</i>, D.C. Official Code §6-1451.01, <i>et seq.</i> (2007 Supp.), DC's Stormwater Management Program stated in 21 DCMR, Chapter 5, and, if applicable, D.C. Official Code §2-1226.31 through §2-1226.41, and any regulations promulgated thereunder. In addition, Developer must submit with its building permit application a LEED checklist indicating that the improvements are designed to include sustainable design features such that the improvements meet the standards for certification as a LEED building at the appropriate LEED certification level per the requirements of the Green Building Act. Developer must also register the building with the U.S. Green Building Council, must construct the improvements in accordance with the building permit, and must use commercially reasonable efforts to obtain LEED certification at the appropriate LEED certification level pursuant to the requirements of the Green Building Act for the improvements once construction has been completed.</p> <p>Developer proposes to deliver a project with the following sustainability considerations/green building level (indicate whether 'designed to' or 'certified as'):</p> <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 and/or Quitclaim Deed (as applicable) to be attached to the LDDA.
<b>Disclosures</b>	The Developer shall irrevocably consent to provide the District with any and all financial and other submissions provided to prospective and actual lenders and equity providers related to the project and shall provide the District with documentation evidencing the actual total development costs incurred to develop the Development Parcel as a condition of receiving the certificate of final completion.

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

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

**RESPONDENT:**

\_\_\_\_\_ (entity name)

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

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

Title: \_\_\_\_\_

APPENDIX D | FORM IRREVOCABLE LETTER OF CREDIT

ISSUER:  
[Name of bank]  
[Bank address]

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

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

**Beneficiary**

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

**Applicant**

[Name of developer]  
[Address of developer]

AMOUNT:            \$[Letter of Credit amount]

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

PROJECT:           [Project Name]

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

Truly Yours,

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

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

APPENDIX E | PROJECT SUMMARY MATRIX

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

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

APPENDIX F | RESIDENTIAL MATRIX

	Type of units (rental or for sale)
	Total project residential units
	Total market units
	Total ADU units <sup>2</sup>
	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

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