



St. Elizabeths East – Parcel 15

1100 Alabama Ave. SE
 Washington, DC 20032
 Square 5868, Lot 0802

Release Date: June 22, 2018
 RFP Response Deadline: July 27, 2018

Responses are to be sent to the following address:

Office of the Deputy Mayor for
 Planning and Economic Development
 The John A. Wilson Building
 1350 Pennsylvania Avenue, NW, Suite 317
 Washington, DC 20004
 Attn: Ed Fisher, Exec. Dir., St. Elizabeths
 East



REQUEST FOR PROPOSALS

District of Columbia

Office of the Deputy Mayor for Planning and Economic Development

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Questions regarding this Request for Proposals should be submitted via e-mail only to ed.fisher2@dc.gov. Respondents shall not direct questions to any other person within the District except as allowed elsewhere in this RFP. Responses to Respondent questions will be aggregated and posted on the following website: <http://dmped.dc.gov/>.

PROJECT DESCRIPTION

The Opportunity

The Government of the District of Columbia (the “District”), through the Office of the Deputy Mayor for Planning and Economic Development (“DMPED”), seeks to redevelop the approximately 4.29 acres of land located at 1100 Alabama Ave SE known for taxation purposes as Square 5868, Lot 810 (“Parcel 15”).

Parcel 15 (“Site”) will serve as the gateway to this mixed-use, transit-oriented and entertainment community. Adjacent to the Congress Heights Metro Station, the Site comprises just over four acres and can accommodate new construction of up to 373,538 SF, by-right. The Site’s position as the gateway to St. Elizabeths East, and prominence within the historic campus provide opportunities for new buildings that exhibit design excellence and creativity. Redevelopment of this parcel should encourage pedestrian traffic and activity, particularly with ground floor retail, and take maximum advantage of its proximity to public transportation and the Entertainment & Sports Arena immediately to the north of the site. The St. Elizabeths East Master Plan includes more detailed suggested design guidelines for these parcels. While zoning requires some residential use on Parcel 15, the District envisions it as appropriate for additional Class A office use, with ground floor retail, open green space, and one or more levels of underground parking.

The Goal

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

Attainment of District Goals

The District will more highly rate proposals that:

- i. **Maximize CBE participation.**
- ii. **Detail a strategy to create immediate retail uses that complement the Entertainment & Sports Arena and serve the adjacent communities.**
- iii. **Distinct and unique architecture that serves as a landmark point of interest.**
- iv. **Detail a place-making strategy and includes operational financing plan and budget post stabilization.**
- v. Include a detailed schedule and plan to commence and complete construction of the initial retail phase.
- vi. Include letters of intent from potential retailers/tenants.
- vi. Propose a residential component that includes affordable housing units.
- viii. Propose a commercial office component.
- ix. Create direct access/sight lines to the ESA from the Congress Heights Metro Station via a pedestrian promenade.
- x. Include options for building necessary infrastructure on 13th Street.
- xi. Include plans for social and economic benefits to the community including employment training, personal development and food access.
- xiii. Ensure that parking requirements don’t detract from place-making goals.
- xiv. Identify all key members of the development team and their specific roles; and
- xv. Incorporate the St. Elizabeths East 2012 Master Plan.

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

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

The Timeline

DMPED will endeavor to follow the timetable set forth below. However, the activities and timetable represented below are a guideline only and are subject to change at DMPED's sole discretion and without prior notice:

<i>Selection Process Timetable*</i>	
1. Issuance of RFP	June 22, 2018
Pre-Response Conference and Site Tour	June 29, 2018
2. RFP Proposal Submission Deadline (3:00pm)	July 27, 2018
3. Selection Recommendation Panel Convenes	August 2018
4. Notification of Short Listed Respondents (if applicable)	August 2018
Interviews (if applicable)	TBD
Community Presentation by Respondents	TBD
Request for Best and Final Offer (if applicable)	TBD
Best and Final Submission Due (if applicable)	TBD
5. Final Selection of Respondent	October 2018
Submission of Disposition Agreement & Accompanying Legislation to District of Columbia Council	TBD

**Subject to change*

Site Information

The St. Elizabeths East campus, located at 2700 Martin Luther King Jr. Ave., SE, is located in the Congress Heights neighborhood in Southeast Washington, D.C., approximately 3 miles from the U.S. Capitol and directly across the street from the historic St. Elizabeths West Campus, the future home of the U.S. Department of Homeland Security's ("DHS") consolidated headquarters.

The Site (Square 5868, Lot 810) is located at 1100 Alabama Ave. SE. The Site is bound by Cherry St., SE to the north, Oak Drive SE to the west, Sycamore Dr. SE to the south, and the future 13th St. SE to the east. The new Entertainment and Sports Arena is located immediately to the north of the Site and the Congress Heights Metro station is immediately southeast of the Site. The Site is approximately 4.29 acres or 186,932 square feet. There are two existing historic (but non-contributing) buildings on the site that are approximately 44,013 square feet each that may be retained or demolished. The site is being used as temporary parking to serve the Entertainment and Sports Arena.

The maps and table below are based on the existing tax lots:

Figure 1: Site Map of Square 5868, Lot 0802 (labeled Parcel 15 below)



Location:	1100 Alabama Ave. SE
Ward:	8
SMD:	8C03
Square/Lots	5868-S/810
Lot Size:	Approximately 186,932 square feet
Owner:	District of Columbia
Zoning:	STE-15

Figure 4: Site Information

PARCEL 15



Figure 3.97: Illustrated plan focused on Parcel 15.

<i>Parcel Area</i>	4.0 Acres
<i>New Development Pad Area</i>	3.92 Acres
<i>Recommended Building Heights</i>	7 Stories
<i>Allowable Land Uses</i>	Residential, Commercial Office, Hospitality
<i>Ground Floor Retail</i>	Allowed, See Fig. 2.15 for specific locations
<i>Recommended FAR</i>	3.5
<i>Programmed Open Space</i>	Transit Plaza

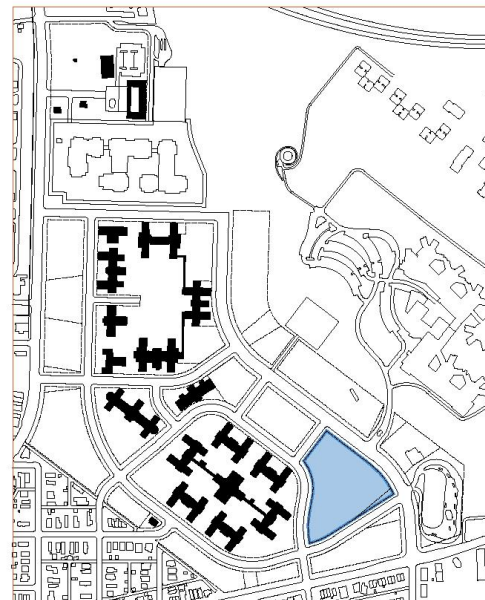


Figure 3.98: Parcel 15 Key Map

Source: St. Elizabeths 2012 Master Plan
http://www.stelizabethseast.com/wp-content/uploads/21087-GL-DRAFT_2012_0605_FINAL_with_appendices.pdf

District of Columbia Policy Goals & Requirements

St. Elizabeths East Master Plan

The District completed the St. Elizabeths East Master Plan in June 2012, with significant community input. The Master Plan is intended to guide Respondents' thinking about development, not to constrain fresh ideas. The Master Plan allows for newly constructed buildings with larger footprints alongside the existing historic buildings, promoting interaction among all components of the development, from large and small firms to government agencies and academic institutions. As part of Phase I, the Master Plan also envisions a transit-oriented "town center" of housing, retail, and other amenities serving the public. These uses are critical to providing the density and 24/7 activity needed to support the entertainment, residential and office uses proposed on the Campus. The Master Plan also contemplates the creation of both civic and tech space within specified historic structures, to create a gateway for local residents to access the innovation economy.

Because of the historic nature of St. Elizabeths East, both the plan and design guidelines were developed in coordination with the historic preservation community. The St. Elizabeths East Master Plan and Design Guidelines may be accessed via the following link <http://www.stelizabethseast.com/our-opportunity/master-plan/>.

St. Elizabeths East Redevelopment Framework Plan

In 2008, the District refined and updated the Saint Elizabeth's East Campus Framework Plan to establish development principles. The Framework Plan calls for the creation of new and improved infrastructure, improved multi-modal transportation connectivity and access, a commitment to historic preservation and adaptive reuse, and a strategy for sustainable development. The St. Elizabeths East Redevelopment Framework Plan can be viewed online at the following link: <https://planning.dc.gov/sites/default/files/dc/sites/op/publication/attachments/St-Es%2520Plan.pdf>

Comprehensive Plan (Chapter 18: Far Southeast/Southwest Area Element)

In spring 2016, the Office of Planning (OP) launched the second amendment cycle of the 2006 Comprehensive Plan for the National Capital: District Elements. The Comprehensive Plan was last amended in 2011 and is being amended again to ensure that the plan is responsive to the dynamic changes in the District's population, demographics, and policy priorities. The Comprehensive Plan amendment process is open and transparent and led by robust data collection and public engagement.

OP received over 3,000 proposed amendments, during a three-month Open Call period in 2017, from a broad cross-section of stakeholders, including, but not limited to, residents, community groups, developers, and government agencies. OP completed development of amendments to the Comp Plan's Framework Element and is currently focusing on the Framework Element legislation as it moves through DC Council deliberations. In the meantime, OP continues its evaluation and reconciliation of the remaining proposed text and map amendments for the Comprehensive Plan. OP will later release additional amendments for public comment and subsequently will submit these amendments as legislation to the DC Council for approval. To maximize public access to the amendment proposals that OP is currently evaluating, OP has posted all submissions received during Open Call on the [PLAN]DC website, plandc.dc.gov.

The Comprehensive Plan identifies St. Elizabeths as a "policy focus area," and provides specific policy goals for development including but not limited to the items outlined below:

Policy FSS-2.2.1: St. Elizabeths East Campus: Redevelop the East Campus of St. Elizabeths Hospital as a new community containing a mix of uses, including mixed density housing, retail shops, offices, a comprehensive mental health care facility, and parks and open space. Mixed-use development, including retail and service uses, should be promoted along Martin Luther King Jr Avenue, should face the street and should be open to the public. Other uses such as satellite college campuses, civic uses, and local public facilities should be incorporated.

Policy FSS-2.2.5: Leveraging Neighborhood Economic Development: Leverage the location of the Department of Homeland Security on the West Campus to bring needed economic development opportunities to Ward 8, especially retail opportunities to serve both the new nonresidential daytime population and the existing and new residential populations. The District of Columbia Comprehensive Plan (Chapter 18: Far Southeast/Southwest Area Element) can be viewed online at the following link: https://planning.dc.gov/sites/default/files/dc/sites/op/publication/attachments/District%20Elements_Volume%20II_Chapter%2018_April%208%202011.pdf

Zoning

The District's Zoning Commission approved the St. Elizabeths (StE) zone district for St. Elizabeths East on February 11, 2013. The zoning established 19 sub-districts within St. Elizabeths East (see map included in the zoning provisions) and will allow up to approximately 5 million square feet of new construction and the reuse of historic buildings. This zone allows for "by-right" development with flexible uses across the campus, including all parcels included as part of Phase I. Respondents are strongly encouraged to review *all applicable* District zoning regulations prior to preparing their responses.

The applicable zoning regulations for St. Elizabeths East can be found at: <http://stelizabethseast.com/wp-content/uploads/2015/06/Zoning-Commission-Notice-of-Final-Rulemaking-Order-No.-12-08.pdf>

Historic Preservation & Rehabilitation:

Respondents are encouraged to consult with the Historic Preservation Office ("HPO") within the Office of Planning early in their project planning and to review preservation guidance and direction on the review process at www.planning.dc.gov/hpo. For additional preservation information, please contact Timothy Dennee at HPO at timothy.dennee@dc.gov.

Transportation Planning Framework

The District Department of Transportation's ("DDOT") commitment to building a safe and efficient transportation network will guide all review of transportation-related issues regarding development of the Site. The Site has excellent multi-modal transportation access, as it is near the Congress Heights Metro Station and several high capacity bus routes on Martin Luther King Jr. and Alabama Avenues. Because of this, DDOT anticipates many people accessing the Site will do so via non-automobile modes.

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

For further information, please contact Aaron Zimmerman, DDOT, at 202.671.2356 or aaron.zimmerman@dc.gov.

Public Space

The District Department of Transportation (DDOT) in partnership with the Office of Planning works to ensure the design of public space is of high quality and meets minimum requirements. To this end, the District has in place streetscape standards, guidelines, and policies to guide changes to public space. Uses that impact the character of public space include sidewalk cafes, vending, street festivals, and other impermanent activities. Physical features that impact the character of public space can include sidewalk paving material, fences and retaining walls, street trees and their spacing, vault spaces, other infrastructure like street lights or curb and gutters, and any building encroachments into the public space.

The Respondent may refer to the District of Columbia Municipal Regulations and DDOT's Design and Engineering Manual (<http://ddot.dc.gov/page/design-and-engineering-manual>) for specific controls of public space. A summary can be found in DDOT's Public Realm Design Manual (<http://ddot.dc.gov/PublicRealmDesignManual>).

For further information, please contact Aaron Zimmerman, DDOT, at 202.671.2356 or aaron.zimmerman@dc.gov.

Community & Stakeholder Outreach

- DMPED held a Public Surplus meeting on March 27, 2018 at the RISE Demonstration Center.
- DMPED presented at ANC 8A monthly meeting on May 2, 2018.
- DMPED presented at the May 14, 2018 Congress Heights Citizen Association meeting.

Sustainability and Green Building Requirements

The Site shall be developed in compliance with the District of Columbia's Green Building Act of 2006, codified in D.C. Official Code § 6-1451.01 *et seq.* (2012) and the District's stormwater management regulations published in Chapter 5 of Title 21 of the DCMR and Chapter 31 of Title 20 of the DCMR. Respondents' responses shall be based on these regulations. Specific design criteria are stated in the Storm Water Guidebook which is available online at <https://doee.dc.gov/swguidebook>.

The Sustainable DC Plan has been established to ensure that the District is the healthiest, greenest, and most livable city in the nation. The Plan encompasses 32 goals and 31 targets, and offers 143 specific actions in the areas of the built environment, energy, food, nature, transportation, waste and water. The Sustainable DC Plan is found at <http://www.sustainabledc.org/about/sustainable-dc-plan/>. Respondents should review the plan and highlight their qualifications and experience in developing sustainable projects, if any, in their response.

Furthermore, as outlined in the Sustainable DC Plan, the District of Columbia has committed to improving the performance of existing buildings and ensuring the highest standards of green building design for new construction. By 2032, the District has committed to retrofit 100% of existing commercial and multi-family buildings to achieve net-zero energy standards and meet net-zero energy use standards with all new construction projects. The existing laws and regulations, including the Green Building Act of 2006, the DC Green Construction Code, and the updated stormwater regulations, among others, provide a strong foundation for the broader sustainability goals of the District. However, in order to achieve the targets set forth in the Sustainable DC Plan, the DC government plans to lead by example and give consideration for projects that are exceeding the basic legal requirements and forging a path towards true sustainability. Therefore, in this RFP, preference may be given to projects that:

- Exhibit a commitment to environmental performance beyond the requirements set forth in existing laws and regulations, including commitments to LEED certification at the Gold level or higher and/or a commitment to follow LEED v4, the newest version of the LEED rating system.
- Surpass basic LEED certification by designing to achieve net zero energy "ready" buildings (deep efficiency with energy use intensities below 30 kBtu/square foot/year), net zero energy (either produced onsite and/or from newly installed renewable energy in the region), net zero waste (meaning above 90% diversion of waste both during construction and when occupied), and / or the processing of stormwater for the 1.7 inch stormwater or higher, and a collection and reuse of rainwater and greywater onsite, or full Living Building Challenge certification.

DC-specific market analysis reveals that there are strong financial incentives for building deeply green, utility efficient buildings with renewable energy systems. The Net Zero and Living Building Challenge Financial Study: A Cost Comparison Report for Buildings in the District of Columbia found a 3-year simple payback for typical multifamily or office new construction when incorporating deep energy efficiency and then achieving net zero energy by deploying renewables. A national study of solar financial incentives also lists DC as one of the top cities to invest in solar photovoltaics.

To build capacity for this type of deep green building, the DC government has a range of initiatives that include financial assistance resources for potential project teams. These include the DC Sustainable Energy

Utility, DC PACE Program, RiverSmart Communities, RiverSmart Rewards, RiverSmart Rooftops and the Stormwater Retention Credit Trading programs.

For more information, contact Jay Wilson of DOEE's Urban Sustainability Administration at (202) 535-2460, jay.wilson@dc.gov

First Source and Apprenticeship Requirements

Pursuant to D.C. Official Code § 10-801(b)(7) and 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.*), the rules and regulations promulgated thereunder and Mayor's Order 83-265, as the same may be amended, Respondents shall recognize that one of the primary goals of the District is the creation of job opportunities for District of Columbia residents. Accordingly, the Respondent selected by the District to negotiate a Disposition Agreement (defined below) shall enter into a First Source Employment Agreement, prior to execution of a Disposition Agreement, with the Department of Employment Services ("DOES") that shall, among other things, require the Respondent to: (i) hire and require its architects, engineers, consultants, contractors, and subcontractors to hire at least fifty-one percent (51%) District of Columbia residents for all new jobs created by the development project (projects with development of more than \$5 million shall meet the required hours worked percentages for all jobs created as broken down in Section VII of the First Source Agreement), all in accordance with such First Source Employment Agreement and (ii) ensure that at least thirty-five percent (35%) of apprentice hours worked be completed by residents of the District of Columbia and are registered in apprenticeship programs approved by the DC Apprenticeship Council as required under D.C. Official Code §§ 32-1401, *et seq.*

Collective bargaining agreements shall not be the basis for the waiver of these requirements. Respondents must complete the Form of Acknowledgement attached as Appendix A.

Please refer to the following website for information on the First Source Agreement: <http://does.dc.gov/page/first-source-employment-program>

Please refer to the following website for additional information on the District's DOES apprenticeship program: <http://does.dc.gov/service/apprenticeships>.

For additional information on First Source, please contact DeCarlo Washington at decarlo.washington@dc.gov or at 202-698-5772

Certified Business Enterprises

The Respondent selected by the District to enter into a Disposition Agreement shall comply with the requirements of the Small and Certified Business Enterprise Development and Assistance Act of 2005, D.C. Official Code §§ 2-218.01 *et seq.* ("CBE Act"), as the same may be amended. Pursuant to D.C. Official Code §10-801(b)(6) and the CBE Act, the selected Respondent shall contract with Small Business Enterprises ("SBEs") at least 35% of the total development budget. If there are insufficient qualified SBEs to fulfill the 35% requirement, the requirement may be satisfied by contracting at least 35% of the total development budget to qualified Certified Business Enterprises ("CBEs"). Pursuant to §2-218.49a of the CBE Act, Small Investors, Disadvantaged Investors, or Certified Equity Participants shall invest at least 20% of the total sponsor equity, excluding debt financing, mezzanine financing, or other equity contributions by limited or institutional investors; and, in addition to complying with the general 35% SBE contracting provisions, at least 20% of the dollar volume of non-construction development goods and services shall be contracted to SBEs. If the entity that controls the development project is an entity tax-exempt under 26 U.S.C.S. § 501(c), or other not-for-profit entity, such entity is exempt from the equity and development participation requirements set forth above. The District's Department of Small and Local Business Development ("DSLBD") determines which entities qualify as SBEs, CBEs, Small Investors, Disadvantaged Investors, and Certified Equity Participants pursuant to the CBE Act. Respondents are encouraged to exceed the District's SBE/CBE contracting and participation requirements. Respondents must sign the

Acknowledgement Form attached as Appendix A and return to DSLBD prior to executing a Disposition Agreement.

Davis Bacon

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

Local Hiring & Business Opportunities

Respondents are encouraged to incorporate the following in their responses: (1) Employment and business opportunities for local residents and businesses; and (2) Opportunities for District neighborhood-based business to participate in the project.

Affordable Housing

In the District's efforts to provide a greater number of Affordable Dwelling Units (ADUs), if a Respondent's proposed development plan includes a residential component, then Respondent's proposal must include, at a minimum, the number of ADUs at AMI (defined below) levels that are required by the Inclusionary Zoning provisions of the District of Columbia Zoning Regulations (11-C DCMR §§ 1000 et seq.), as applicable, and D.C. Official Code §10-801 (<https://code.dccouncil.us/dc/council/code/sections/10-801.html>). Under §10-801, responses proposing multi-family residential units are required to reserve 30% of the units to be affordable in perpetuity in the case of a fee simple proposal or consistent with the term of the ground lease in the case of a long-term ground lease proposal. Respondents must ensure that their responses comply with all applicable District laws including, but not limited to §10-801.

Affordable rental and for-sale units shall be delivered and administered in accordance with an affordability covenant to be entered into with the District and recorded against the Development Parcel. Among other provisions, the affordability covenant will provide that any buildings containing residential units shall have a proportional distribution of unit types and sizes across multiple Area Median Income ("AMI") levels, so that ADUs are not clustered in any portion (floor, section, or tier) of the development. Market rate and/or ADUs targeting senior citizens are considered an eligible residential use and must conform to the same affordability standards applicable to other residential unit types. All project amenities, including any rental of parking spaces, shall be offered to ADUs on the same terms as offered to the market rate housing units.

As part of the response, each Respondent shall use the 2017 Inclusionary Zoning Maximum Income, Rent, and Purchase Price Schedule effective as of October 6, 2017 that may be found in Appendix [] and at the following link:

https://dhcd.dc.gov/sites/default/files/dc/sites/dhcd/publication/attachments/IZ%20Income%20Schedule%20as%20of%20October%206%202017_1.pdf While Appendix G presents the most recent published data, new AMI data is published annually and is subject to change. All affordable rent payments collected by the future property owner from the tenants or third parties on behalf of tenants may not exceed the Maximum Allowable Rent for an ADU. The initial sales price for an affordable unit may not exceed the Maximum Allowable Sales Price for ADUs.

While the maximum prices and rental rates for 2017 are identified in Appendix G, each Respondent should conduct its own research into sub-market residential for sale and rent prices to ensure their estimated affordable unit rent or purchase prices are well below the market rates. Respondents that contemplate using a federal or local source of gap financing, such as Housing Production Trust Fund (HPTF) or Low Income Housing Tax Credit (LIHTC), should propose rents or purchase prices that are no more than the lowest applicable income limit. HPTF program limits are published by the D.C. Department of Housing and Community Development (DHCD) and are available here: <https://dhcd.dc.gov/publication/2017-housing-production-trust-fund-hptf-program-limits>.

Respondents' financing proposals should seek to cross-subsidize any affordable units proposed with income generated from other uses in the project, such as market rate units or commercial development. If a

Respondent's proposed project has a financing gap due to the affordable units, the Respondent should conduct a residual land value analysis and reduce its offer price to an amount that will allow the project budget to absorb the cost of the affordable units or propose a ground lease structure that achieves the same outcome, without the need for additional subsidy or direct investment from the District.

If a Respondent proposes more than the minimum amount of required affordability or determines that the minimum requirement is not financially feasible even after reducing the offer price, the Respondent may submit a financing plan that assumes: (a) 4% Low Income Housing Tax Credit and Tax Exempt Bond financing from the D.C. Housing Finance Agency (DCHFA) or (b) Housing Production Trust Fund (HPTF) or 9% Low Income Housing Tax Credit financing from the D.C. Department of Housing and Community Development (DHCD).

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

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

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

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

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

RESPONSE REQUIREMENTS AND SELECTION PROCESS

DMPED is releasing this RFP on behalf of the Government of the District of Columbia. The RFP is posted on DMPED's website: <http://dmped.dc.gov/>.

Pre-Response Information Session and Site Visit

DMPED will conduct a pre-response information session and site visit at RISE Demonstration Center, 2730 Martin Luther King Jr. Ave., SE. on June 29, 2018.

3:30 – 3:45 pm: Check-in
3:45 – 4:30 pm: Information and Q&A Session
4:30 – 5:00 pm: Tour of Site

Respondents should RSVP by June 27, 2018, by emailing ed.fisher2@dc.gov with the name, organization, phone number, and email address of the attendee.

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

RFP Proposal Submission Requirements

DMPED will determine, in its sole and absolute discretion, whether each response received is responsive to the RFP and acceptable. The decision of DMPED, in its sole and absolute discretion, shall be final. **Responses that do not meet the following requirements will be deemed “Non-Responsive” and will not be considered for selection.**

Format:

All responses must meet the following format requirements:

- Response shall be prepared on 8 ½” x 11” letter-size paper, bound length-wise, with tabs to separate sections.
- Responses must respond to each RFP item in the order outlined below in the “Response Contents” section.
- Each sub-section must be separated by tabs with sub-section headings.
- Responses must not exceed a total of forty (40) pages, twenty (20) sheets of paper, excluding appendices.

Response Contents:

Tab 1: Transmittal Letter

Respondents shall provide a Transmittal Letter with their response. The Transmittal Letter should highlight key components of the Respondent’s response. In particular, it should articulate (1) the vision for the Site and identify any proposed tenant(s) and use(s); (2) how the District and surrounding neighborhood will benefit from the proposed project (i.e., economic impact, job creation, etc.); and (3) how the proposed project fits within the existing neighborhood fabric.

Tab 2: Respondent Team Identities & Details

Respondents shall identify the following key team entities:

Development Partners	<i>Identify any and all development partners for the project. Please identify (a) the decision-making individual for the entity and, if different, (b) the day-to-day lead individual who will be available to respond to questions or requests for additional information.</i>
Tenant Partners	<i>If applicable, identify any proposed tenant(s) for the project.</i>

Financial Partners/Capital Sources	<i>If applicable, identify any construction and permanent lenders, major investors, and other key consultants, if any, included in the financing plan.</i>
Design Team	<i>If applicable, identify any architects, engineers, consultants, etc. included as part of the proposed team.</i>
Other relevant team members	<i>If applicable, please identify.</i>

For each team entity identified in the section above, Respondents shall identify the following for the point-of-contact at each entity:

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

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

Tab 3:

Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults

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

Evidence Regarding Tax Liabilities

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

Evidence Regarding Litigation

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

Tab 4:

Organization Status

Respondents shall provide (1) the corporate structure of the primary entities (developers, tenants, etc., and whether each entity is a corporation, a non-profit or charitable institution, a partnership, a limited liability corporation, a business association, joint venture, or other), the jurisdiction under which they are organized and operating, and (2) a brief history of each organization and its principals. For any entity required to file reports in the jurisdiction of its formation, the Respondent shall include a certificate of good standing issued by such jurisdiction and, if it is not a District of Columbia entity, a certificate of good standing issued by the District showing that it is registered as a foreign entity to do business in D.C.

Organizational Chart and Bios

Respondents shall provide an organizational chart showing Key Personnel from the primary entities (developers, tenants, etc.) and/or joint venture partners who will be working on the project and a brief biography for each person outlining relevant experience.

Evidence Regarding Creation of Respondent

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

Tab 5: Qualifications and Experience

Respondent shall identify three (3) urban infill development projects comparable to Respondent's proposed project, and with which Respondent or their key personnel have had primary involvement. Respondent should include past projects that have a comparable mixed-use component. For each relevant project, Respondent shall identify the following:

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

Tab 6: Project Concept

Respondents shall describe, in detail:

- i. The overall concept and vision for the Site and how the vision will integrate with and enhance the surrounding community that borders the Site;
- ii. Development plans.
- iii. Evidence of market demand for the project's proposed uses;
- iv. To the extent Respondents propose combining the Site with adjacent parcel(s) as part of the project, Respondent's property rights in such other parcels;
- v. Respondent's zoning strategies for the projects, including, if applicable, a detailed explanation and justification for any proposed zoning variance. Respondents should provide a schedule that fully describes each step in the approval process necessary for entitlements assumed in the response. The residential component of the project, if any, should meet or exceed the affordability requirements of the District's Inclusionary Zoning program and the DC Code §10-801; and

- vi. Respondents' transportation and parking strategy, taking into account the project's location close to a Metro station, multiple bus stops, and a major transportation corridor.

Tab 7: Affordable Housing (If Applicable)

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

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

- The project's impact on the District's affordable housing goals and other economic development objectives;
- The integration of the ADUs within Respondent's proposed development plan. ADUs must be dispersed, not clustered, throughout the residential component(s) and mixed with market-rate units, if any;
- The rent and/or purchase price projections for each ADU unit type. All affordable rent payments collected by the future property owner from the tenants or third parties on behalf of tenants may not exceed the Maximum Allowable Rent for an ADU (For calculations, see Page 15);
- The number and total percentage of ADUs by AMI and unit size type and the amount and percentage of square footage devoted to ADUs; and
- The Respondent's proposed strategy for the marketing, operating, and administering of ADUs in its project. Partnering with an organization that has demonstrated expertise in the administration, operation and management of affordable housing is encouraged, if Respondent does not already have this expertise.

Each Respondent should use the most current Department of Housing and Urban Development (HUD) uncapped AMI data. While Appendix G presents the most current data as of October 6, 2017, new AMI data is published annually.

Tab 8: Proposed Financing Strategy

In determining economic feasibility, Respondent should take into account all available non-District sources of financing (e.g., tax credits) or other private or federal assistance that may benefit the project. The District will not be providing any public subsidy or tax abatement to fill any funding gaps or shortfalls. Respondents should provide:

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

Tab 9: Project Budget Sources and Uses

Respondents shall provide a “Sources and Uses” analysis that shall include the following, at a minimum:

- **Uses:** A detailed project budget that breaks down all costs to be incurred for construction on the Site, including hard costs (including base building costs, contingencies, furniture, fixture, and equipment costs, etc.); soft costs (including architecture fees, engineering fees, professional service fees, development fees, etc.); and acquisition and financing costs.
- **Sources:** A breakdown of all funds to be obtained (including equity, debt, fundraised capital, non-District grants, etc.) for the payment of the Uses in the project.

Sources and Uses should not show any gaps or shortfalls. The District will ***not*** be providing any public subsidy or tax abatement to fill any funding gaps or shortfalls.

Tab 10: Project Development and Operating Pro Forma

Respondent shall provide a detailed, line-item, fully functional Microsoft Excel development and operating pro forma for all income-producing uses proposed to be operated out of the building from pre-development through stabilization and for at least 10 years beyond the projected stabilization year.

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

Tab 11: Financial Capacity

The District seeks to evaluate Respondents’ ability and willingness to invest sponsor equity and self-fund project predevelopment costs (***Respondents are hereby put on notice that all such money expended is at the sole risk of the Respondents and their team members and under no circumstances shall the District be responsible to reimburse the same***). Therefore, Respondents should include the following items:

- i. A description of the financial capacity of Respondent’s team members (**including proposed tenants**), by providing the last three (3) years of audited (strongly preferred) or unaudited financial statements, 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 development of the Site and letter of commitment(s) from each equity investor for their proposal, stating the full terms and conditions under which amounts will be provided to the project. The schedule for the provision of equity shall be consistent with the Respondent’s requirement for construction and permanent financing.
- iii. Newly formed entities, partnerships, and joint ventures should provide deliverables from subparagraphs i and ii for each of their entities’ members.

Tab 12: Project Schedule

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

Tab 13: Statement of Minimum Terms and Conveyance

Respondents shall complete and execute the non-binding Statement of Minimum Terms attached as Appendix D, and submit this non-binding Statement of Minimum Terms with their proposal. The non-binding Statement of Minimum Terms shall serve as the basis, but not be a limitation of, negotiations of a Disposition Agreement with the selected Respondent.

Tab 14: Community & Stakeholder Benefits & Outreach

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

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

Tab 15: Economic Impact and Public Benefits Analysis

Respondents must provide a detailed, but concise, overall description as to how their proposal will benefit the economy of the District of Columbia. In particular, Respondents should identify the following:

- i. New construction and permanent jobs to be created for District residents. List the number of full-time jobs and full-time equivalent jobs by type;
- ii. All new tax revenue to be generated on annual basis for 10 years from closing (e.g. construction period taxes, property taxes, sales taxes, etc.);
- iii. Contracting opportunities for CBE business; and
- iv. Additional community benefits, if any, that the proposal offers.

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

First Source & Certified Business Enterprises

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

Local Hiring Opportunities and Apprenticeships

Respondents are encouraged to incorporate in their responses the following:

- i. Employment and business opportunities for local residents and businesses.
If included, Respondents are asked to submit detailed plans for apprenticeship programs that facilitate placing existing District residents into employment opportunities within the project. The commitment and strategy to develop and implement a local apprenticeship program shall be in accordance with D.C. Official Code §§ 32-1401 *et seq.* For more information on the District's DOES apprenticeship program, please visit the following website: <http://does.dc.gov/service/apprenticeships> please contact Drew Hubbard at drew.hubbard@dc.gov.
- ii. Opportunities for District neighborhood-based businesses to participate in the project.
If included, evidence of the inclusion of such businesses should be submitted in the form of written confirmation from such neighborhood-based businesses and shall include the scope and details of the said businesses' involvement in the project.

Tab 17: Response Summary for Distribution to the Community

Respondents shall provide a summary of their response that may be shared with the local community and stakeholders. Summaries should not exceed 300 words.

Tab 18: Hotel Uses (if applicable)

A Respondent whose response contemplates a hotel use at the Site shall enter into a Labor Peace Agreement with any labor organization that seeks to represent employees involved in development of the hotel as a part of its response to the RFP. Respondents shall provide a copy of the executed Labor Peace Agreement.

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

Deposit

Amount: \$50,000
Format: Standby, irrevocable letter of credit (see Appendix E for form)
Due At: RFP response submission deadline
Conditions: If a Respondent's response is not selected, the letter of credit shall be returned to the Respondent. If a Respondent's response is selected, the letter of credit will be considered a non-refundable deposit, only to be returned as determined by the terms of the Disposition Agreement.

Submission Directions

Five (5) hard copies of the response (all marked "COPY"), one (1) electronic version of the response, and the RFP deposit shall be submitted **by 3:00 P.M. on Friday, July 27, 2018**. The electronic files, including but not limited to a PDF of the response and the Microsoft Excel pro forma, shall be uploaded to the Box link at the bottom of the project webpage here:

<https://dmped.dc.gov/page/st-elizabeths-east-parcel-15-request-proposals-rfp>

Uploaded electronic files should use the following naming convention: "St. Elizabeths Parcel 15 2018 RFP Response – [Team Name] – [File Type]".

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this solicitation are not desired and may be construed as an indication of the Respondent's lack of cost consciousness. Elaborate artwork, expensive paper bindings, and expensive visual and other presentation aides are neither necessary nor desired. No credit will be given for general marketing or promotional materials

Hard copies must be identified by "St. Elizabeths Parcel 15 – 2018 RFP" on the envelope and delivered to the following address:

Office of the Deputy Mayor for Planning and Economic Development
The John A. Wilson Building
1350 Pennsylvania Avenue, NW, Suite 317
Washington, DC 20004
Attn: Ed Fisher, Executive Director, St. Elizabeths East

A Respondent including proprietary or confidential information in its proposal shall conspicuously mark each page as proprietary or confidential if the Respondent does not want the proprietary or confidential information disclosed to the public or used by DMPED for other than evaluation purposes. DMPED reserves the right to determine the proprietary or confidential nature of the information and shall treat such information accordingly, based on its sole determination.

Selection Process

Selection Recommendation Panel

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

Evaluation Criteria

Successful proposals will demonstrate that the Respondent has proposed uses for the Site that are consistent with District's overall policy goals and requirements, and has the financial capacity and ability to successfully close the transaction and offer an attainable redevelopment timeline to convert the Site to its optimal utility. Among other factors, responses will be evaluated for completeness, market feasibility, innovative ideas, strength of community benefits, and the strength of the financial response. The basis upon which Respondents will be measured includes, but is not limited to, the following:

The District will more highly rate proposals that:

- i. Maximize CBE participation.**
- ii. Provide an estimated construction budget prepared by a third-party general contractor or cost estimator.**
- ii. Detail a strategy to create immediate retail uses that complement the Entertainment & Sports Arena and serve the adjacent communities.**
- iii. Distinct and unique architecture that serves as a landmark point of interest.**
- iv. Detail a place-making strategy and includes operational financing plan and budget post stabilization.**
- v. Include a detailed schedule and plan to commence and complete construction of the initial retail phase.
- vi. Include letters of intent from potential retailers/tenants.
- vi. Propose a residential component that includes affordable housing units.
- viii. Propose a commercial office component.
- ix. Create direct access/sight lines to the ESA from the Congress Heights Metro Station via a pedestrian promenade.
- x. Include options for building necessary infrastructure on 13th Street.
- xi. Include plans for social and economic benefits to the community including employment training, personal development, and food access.
- xiii. Ensure that parking requirements don't detract from place-making goals; propose structured parking on parcel 13.
- xiv. Identify all key members of the development team and their specific roles; and
- xv. Incorporate the St. Elizabeths East 2012 Master Plan.

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

- xvi. Maximize the overall economic benefit to the District, including:
 - Maximizing value to the District through land value proceeds (paid by Respondent to the District) and incremental property and sales taxes; and
 - Maximizing community benefits, including affordable housing and job creation and/or apprenticeship programs for District residents, particularly for residents within 1-mile of the property.
- xvii. Provide funding plans, including sources and uses tables and multi-year pro-forma development budgets.
- xviii. Display a willingness to provide the District with fair consideration for its real property assets;
- xix. Demonstrate significant investments of "at risk" capital during the pre-development and development process;
- xx. Exhibit a willingness to provide the District with a meaningful guarantee regarding payment and performance through final project completion.
- xxi. Seeking the least amount of subsidy (either through a reduction in fair market value or through other District or federal public financing tools) to fill anticipated financing and/or investment gaps in the Project's capital structure; and

- xxii. Providing District residents and businesses with opportunities to participate in the Project. Evidence of the inclusion of such businesses shall be in the form of written confirmation from such neighborhood-based businesses which shall include the scope and details of the said businesses' involvement in the Project.

Announcement of Short List

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

Best and Final Offer Submission

If a Respondent is asked to submit a "Best and Final Offer" (BAFO), Respondent is expected to adhere to the additional guidance provided by DMPED and submit a final revised proposal for DMPED's final consideration. Upon receiving the BAFO, DMPED reserves the right to have additional rounds of requests for information, and conduct further discussions and negotiations if the BAFOs lack adequate information to reach a final selection. At DMPED's sole discretion, the short list of Respondents may be asked to present their BAFOs to the community to gain additional community feedback.

Final Selection & Notice

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

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

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

Post-Selection Due Diligence

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

Disposition Agreement & Approval

The selected Respondent may be requested by DMPED to proceed to negotiate a Disposition Agreement and related legal documents (collectively, "Disposition Agreement"). If DMPED and the selected Respondent are unable to reach an agreement on all of the business terms and negotiate final forms of the Disposition Agreement within one hundred and twenty (120) days after notification of selection, DMPED, in its sole and absolute discretion, may terminate negotiations and select a different Respondent who responded to the RFP; re-issue the RFP; issue a modified RFP, or take such other measures as it deems reasonable, appropriate, or

necessary. **All costs incurred by the Respondents in responding to this RFP and in performance of due diligence and predevelopment work shall be at Respondents' and their team members' sole cost and expense. Under no circumstances shall the District be responsible for the reimbursement of any such costs.**

The District, through DMPED, and the selected Respondent will negotiate a Disposition Agreement which shall incorporate the requirements contained in this RFP, the Statement of Minimum Terms Sheet (see Appendix D), and such other terms as may be required by DMPED or may be agreed to by DMPED and the selected Respondent. Upon completion of the parties' negotiation, DMPED will recommend such Respondent and proposed business terms to the Mayor. If the Mayor agrees with DMPED's recommendation, then the Mayor will submit the proposed transaction to the Council of the District of Columbia ("Council") for its approval of the disposition of the Site in accordance with D.C. Official Code § 10-801 *et seq.* **In accordance with D.C. Official Code § 10-801 *et seq.*, the District is not authorized to convey any real property unless and until authorized by the Council.**

TRANSACTION TERMS

Site Condition

As-Is Condition

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

Soil or Subsurface Conditions

Notwithstanding prior studies available for Respondents’ review, the District makes no representations regarding the character or extent of soil or subsurface conditions or the conditions and existence of utilities that may be encountered during the course of any work, development, construction or occupancy of the Site.

Environmental Remediation

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

Predevelopment and Development Costs

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

- **The selected Respondent shall be solely responsible for all pre-development (including demolition of existing improvements, environmental remediation costs and due diligence studies such as traffic, geotechnical, stormwater management, historic preservation reviews, and other site preparations) and project development costs.**
- The selected Respondent shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time, including, without limitation.

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

RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

Reservation of Rights

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

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

Conflicts of Interest

Disclosure

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

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

equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment, or business opportunity. Such term shall not include work or services rendered pursuant to any other valid District contract.

On-going Reporting

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

Miscellaneous Provisions

Notice of Modifications

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

Change in Respondents' Information

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

Ownership and Use of Responses

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

Restricted Communications

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

Selection Non-Binding

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

Confidentiality

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

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

“THIS RESPONSE CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT’S FREEDOM OF INFORMATION ACT.”

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

“THIS PAGE CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY DISCLOSURE UNDER THE DISTRICT’S FREEDOM OF INFORMATION ACT.”

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

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

Litigation

Respondents shall provide a statement regarding any prior (whether filed or resolved within the previous seven (7) years), or pending litigation or administrative claims or knowledge of litigation (or threatened litigation in which the District is a party) that relates to any team member, affiliate or to any other entity or individual having a controlling interest in the entity (or entities) that comprise Respondents. For any such litigation or claim, the Respondent shall provide the name and civil, criminal or administrative action number of such litigation or claim and a description of the subject matter of such litigation or claim.

Non-Liability

By participating in the RFP process, Respondents agree to hold the District, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this RFP.

Other Limiting Conditions

Withdrawal & Cancellation

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

“Stand-Alone” Project

The development of the Site is expected to be a “stand alone” project, in that Respondents are prohibited from cross collateralizing and cross defaulting the project, or any portion thereof, with any other assets. Moreover, Respondents are prohibited from assigning, pledging, hypothecating, or otherwise transferring their interest in the net cash flows or ownership of the project in part, or in whole, without prior District approval. Any additional debt shall require prior written District approval. This limitation shall apply until final completion of the project.

Disclosure of Fees

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

Restrictions

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

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

QUESTIONS

Any questions regarding this RFP should be submitted via e-mail only to ed.fisher2@dc.gov. Respondents shall not direct questions to any other person within the District except as allowed elsewhere in this RFP. Responses to Respondent questions will be aggregated and posted on the DMPED website: <http://dmped.dc.gov/>.

APPENDIX A | FORM OF ACKNOWLEDGEMENT FOR FIRST SOURCE AND CBE AGREEMENTS

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

Respondent hereby acknowledges that, if selected by the District to enter into a disposition agreement, Respondent will enter into a Certified Business Enterprise (“CBE”) Agreement with the District’s Department of Small and Local Business Development (“DSLBD”). Pursuant to D.C. Official Code §10-801(b)(6) and D.C. Official Code §§ 2-218.01 *et seq.*, the selected Respondent will enter into an agreement that shall require the Respondent to, at a minimum, contract with Certified Business Enterprises for at least 35% of the contract dollar volume of the project, and shall require at least 20% equity and 20% development participation of Certified Business Enterprises.

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

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

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business
Address: _____

I, _____,
 (print name)

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

1. I acknowledge that the District of Columbia (the “**District**”) is the owner of the real property known as Lots 810 in Square S5868 (the “**Property**”).

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

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

_____, 2018 from _____ AM / PM – _____ AM / PM

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

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

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

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

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

9. I hereby agree that if any provision of this Release is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Release. The remaining provisions of this

Release shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Release.

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

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

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

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business

Address: _____

WITNESS:

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business

Address: _____

APPENDIX C | SCHEDULE OF PERFORMANCE

(To be completed and submitted with Response)

Milestone	Completion Date	Party Responsible
Final Selection & Notice	Fall 2018	DMPED
Execution of Disposition Agreement (subject to Council approval of surplus and disposition legislation)		DMPED & Developer
Submission of application to the DC Zoning Commission (if applicable)		Developer
Permit Drawing Submission to DMPED		Developer
Permit Drawing Submission to DCRA		Developer
Building Permit Issuance		Developer
Closing and Submission of Closing Payment		DMPED & Developer
Construction Commencement		Developer
Substantial Completion of Construction		Developer
Certificate of Occupancy Issued		Developer
Final Completion of Construction		Developer

**APPENDIX D | STATEMENT OF MINIMUM BUSINESS TERMS
DISPOSITION OF ST. ELIZABETHS EAST PARCEL 15 PROPERTY
1100 ALABAMA AVE., SE; SSL: 5868, 0810)**

Lessor/Seller	Government of the District of Columbia, acting by and through the Deputy Mayor for Planning and Economic Development (the “ District ”)
Lessee/Buyer (Developer)	Entity name: _____
Description of Real Property	The parcel of land known for tax and assessment purposes as Lots 0810 in Square 5868 (“ Site ”)
Disposition Structure	The Development Parcels may be conveyed by the District to the Respondent via a ground lease term of no less than 99 years under DC Official Code § 10-801(b)(8)(C), or the Development Parcels may be conveyed by the District to the Respondent in fee (via Special Warranty Deed) pursuant to DC Code § 10-801(b)(8)(F). Respondent proposes the following Conveyance Structure: _____
Disposition Agreement Payment	In consideration of the District entering into the disposition agreement, Developer shall pay to District \$ _____, which is equal to ten percent (10%) of the Purchase Price (if acquiring fee title) or ten percent (10%) of the Land Value (if entering into a ground lease) at the time of executing the disposition agreement (the “ Disposition Agreement Payment ”). The Disposition Agreement Payment shall be placed in escrow until Closing but shall not be refundable, except in event of District default under the Disposition Agreement.
Purchase Price (If fee simple acquisition)	Developer shall pay to District \$ _____ for fee simple conveyance of the property.
Purchase Price Payment Structure	<i>Developer to propose payment structure and timing of Purchase Price:</i>
Annual Base Rent (if ground lease)	Developer shall pay to District \$ _____ in annual base rent.
Annual Ground Rent Escalation	Annual base rent shall increase by ___% on (i) the ___ anniversary of the Closing date and (ii) shall increase ___% every subsequent ___ anniversary of the initial rent escalation date during the term of the ground lease.
Rent Payment Terms	Rent payments shall commence at Closing. <i>Developer to propose annual payment terms:</i>
Fair Market Value (FMV) Annual Ground Rent Recalculations	Annual base rent shall be recalculated on every 10th anniversary of the commencement date of the ground lease during the term of the ground lease. Each recalculation shall be based on the then-current fair market value of the Development Parcel, determined by appraisal, which shall be equal to the product of (x) 100% of the appraised value, determined as if the Development Parcel were (1) encumbered by the ground lease, (2) unimproved by any improvements, and (3) to be used for the actual uses in place, multiplied by (y) 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.
Redevelopment and Operational Costs	The Developer shall be solely responsible for the costs of redevelopment and future operation of the Development Parcels. The Developer shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the

	Property, including, if applicable, possessory interest tax assessed under D.C. Official Code § 47-1005.01.
Conditions of Closing	<p>In addition to the other District standard conditions of Closing, the District's obligation to convey the Property is conditioned upon:</p> <ul style="list-style-type: none"> • The District's approval of the Developer's design, budget and project financing plan; • Developer's obtaining financing and equity to fund 100% of the development; • Developer's providing the District development and completion guaranties and land note guaranties to the District's satisfaction; • Developer having received all necessary zoning approvals or any zoning relief deemed necessary to accomplish the Project. <p>Developer having received all necessary permits and other approvals required for commencing construction of the project.</p>
Developer Financing	Developer shall be responsible for obtaining financing and equity to fund 100% of the Development Program. The District agrees to cooperate with Developer in connection with Developer's proposed financing of the Development Program pursuant to a project funding plan (approved by the District). The District shall not be obligated to extend any additional loan to Developer or grant any funds to Developer in connection with the financing of the Development Program by Developer, and the District shall incur no liability whatsoever should Developer fail to obtain or close on financing for the Project.
Affordable Housing	<p>In the event that the Development Parcels are being developed as a residential project, the District requires that the development team comply with the applicable Inclusionary Zoning affordable housing requirements, and the requirements of the Disposition of District Land for Affordable Housing Amendment Act of 2014 (D.C. Act 20-485) ("ADU Act"), as amended.</p> <p>Complete per Proposal: Respondent proposes ____% of the housing units will include affordable units, with ____% at ____% AMI; ____% at ____% AMI; ____% at ____% AMI.</p>
Green Building Requirements	<p>Developer shall construct the project improvements in accordance with the <i>Green Building Act of 2006</i>, D.C. Official Code § 6-1451.01, <i>et seq.</i> (2007 Supp.) and DC's Stormwater Management Program stated in 21 DCMR, Chapter 5. In addition, Developer must submit with its building permit application a LEED checklist indicating that the Improvements are designed to include sustainable design features such that the Improvements meet the standards for certification as a LEED building the appropriate LEED certification level per to the requirements of the Green Building Act. Developer must also register the building with the U.S. Green Building Council, must construct the Improvements in accordance with the building permit, and must use commercially reasonable efforts to obtain LEED certification at the appropriate LEED certification level per to the requirements of the Green Building Act for the Improvements once construction has been completed.</p> <p>Complete per Proposal: Respondent proposes to deliver a project with the following sustainability considerations/green building level:</p> <p>_____</p>

Design Review	District shall have the right to approve project plans and drawings related to the design, development, and construction of the improvements on the Site to ensure the quality and compatibility of the proposed improvements.
Post-Closing Requirements	Developer shall be bound by the requirements of a Construction & Use Covenant and the Affordable Housing Covenant to be attached to the Disposition Agreement, which may be amended with the approval of the District.

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

RESPONDENT:

BY: _____

Name:

Title:

Office of Attorney General for the District of Columbia Form Letter of Credit

ISSUER:

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

[Name of bank]

[Bank address]

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

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

[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: St. Elizabeths East Parcel 15, 1100 Alabama Ave, SE

Ladies and Gentlemen:

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

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

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

If a drawing made by Beneficiary under this Letter of Credit reaches the address provided on this Standby Letter of Credit via Courier (FEDEX or DHL) on or prior to 1:00 PM (Eastern Time) on a Business Day (Defined below) and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds, on the same Business Day. If a drawing is made by Beneficiary under this Letter [Letter of credit number] of Credit after 1:00 pm (Eastern Time) on a Business Day and, provided that such drawing and the statement

presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds on the next Business Day. If requested by Beneficiary, payment under this Letter of Credit may be deposit of immediately available funds into an account designated by Beneficiary. As used herein, the term "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institution in the District of Columbia are authorized or required by law to close.

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

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

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

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

Truly Yours,

Authorized Signature

Name (printed)

APPENDIX G | SURPLUS MEETING MINUTES

A surplus meeting for Parcel 15 was held on March 28, 2018 at 6:30pm at the RISE Demonstration Center located at 2730 Martin Luther King Jr. Ave., SE. The transcript of the meeting can be found here:

<http://stelizabethseast.com/wp-content/uploads/2018/05/Parcel-13-15-Surplus-Meeting-Transcript.pdf>