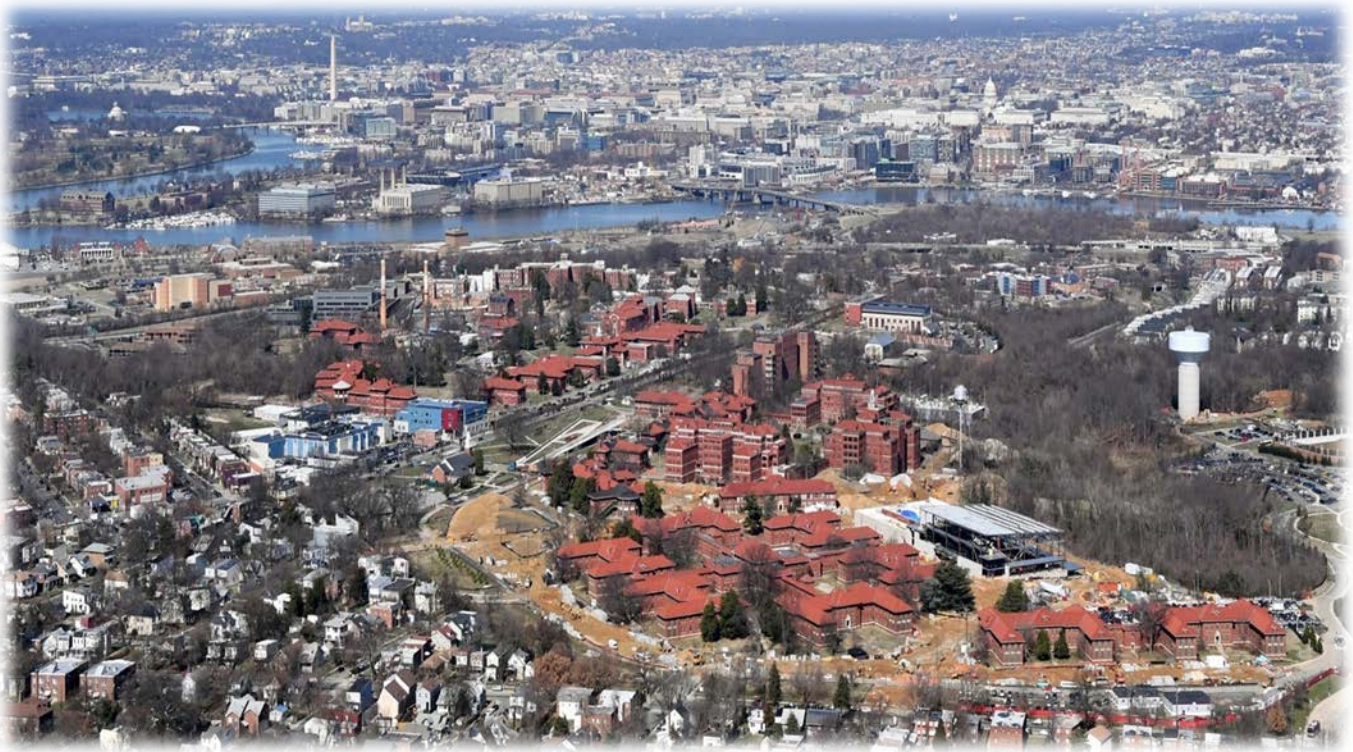


St. Elizabeths East Redevelopment Parcels 7, 8 & 9



REQUEST FOR PROPOSALS

District of Columbia

Office of the Deputy Mayor for Planning and Economic Development



INTRODUCTION

The Government of the District of Columbia (the "District"), through the Office of the Deputy Mayor for Planning and Economic Development ("DMPED"), is releasing this Request for Proposals ("RFP") as it seeks to receive proposals (each, a "Proposal" and collectively, "Proposals") from individuals and/or teams (each, a "Respondent" and collectively, "Respondents") for the redevelopment of certain parcels located at 1100 Alabama Ave SE and on the East Campus of St. Elizabeths Hospital ("St. Elizabeths East") with parcels including Lot 0856 in Square 5848S ("Parcel 7"), Lot 0822 in Square 5848S ("Parcel 8"), and Lot 0839 in Square 5848S ("Parcel 9") (each, a "Development Parcel"; multiple parcels, the "Development Parcels") (see Figures 1-3: Development Parcel Maps). The Development Parcels collectively total 7.38 acres or 321,600 square feet.

Located at in the Congress Heights neighborhood of Washington, D.C., St. Elizabeths East sits approximately three miles from the U.S. Capitol, and is directly across the street from the historic St. Elizabeths West campus—the home of the U.S. Department of Homeland Security's consolidated headquarters. St. Elizabeths Hospital was arguably the most famous mental health hospital in the United States because it was the first federal facility of its kind and the first facility devoted to the treatment of U.S. Armed Forces personnel and African Americans. It was established by the U.S. Congress at the urging of reformer Dorothea Dix, who sought humane therapeutic treatment for the mentally ill to replace the incarceration typical of the time.

As part of this RFP and Mayor Bowser's East of the River leasing strategy, DMPED is requesting proposals to construct the future home of the District's Department of Consumer and Regulatory Affairs ("DCRA") at St. Elizabeths. DMPED anticipates the redevelopment of Parcel 7 to include a mixed-use building including office and retail. To support these uses, the District of Columbia's Department of Consumer and Regulatory Affairs ("DCRA") and other agencies supporting the work of DCRA will occupy space in the new office portion of such mixed-use building. Accordingly, the Department of General Services ("DGS"), through this RFP, is seeking proposals to lease-back the office component of the development as further detailed in the "Parcel 7" sub-section of the "Development Parcel Description" section.

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

- Comply with the allowable land uses outlined in the 2012 St. Elizabeths East Master Plan;
- Maximize affordable housing;
- Maximizes equity ownership and majority control opportunities for Disadvantaged Business Enterprises;
- Uses that are compatible with and leverage surrounding neighborhood development;
- Responsiveness to community and stakeholder preferences;
- Sustainable and energy efficient buildings;
- Distinct and unique architecture design quality that maximizes density;
- A transit-oriented development that reflects the project's adjacency to the Congress Heights Metro and other public transit options;
- Mix of uses that are consistent with the, compatible with the existing Entertainment & Sports Arena, leverage surrounding neighborhood development, serve the needs of the District Agencies which will occupy the office space, and serve the adjacent community.
- Detailed plan of finance and operational proforma starting at construction through post stabilization
- Detailed terms for the DGS lease (including rent, term and concessions – see more details below)
- Detailed schedule and plan to commence construction of the office and retail component of Parcel 7 within thirteen (13) months of DC Council approval;
- Parking requirements that provide for one (1) space per 1,500 SF of office and retail development on Parcel 7
- Identify all key members of the development team and their specific roles.

DEVELOPMENT PARCEL DESCRIPTION

Parcel 7

PARCEL 7



Figure 3.48: Illustrated plan focused on Parcel 7.

Parcel Area	3.4 Acres
New Development Pad Area	3.2 Acres
Recommended Building Heights	4 - 7 Stories
Allowable Land Uses	Residential, Commercial Office
Ground Floor Retail	Allowed, See Fig. 2.15 for specific locations
Recommended FAR	2.5
Programmed Open Space	MLK Plaza

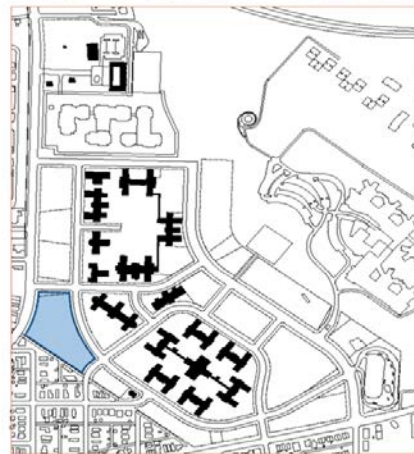


Figure 3.49: Parcel 7 Key Map

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PARCEL		SITE INFORMATION
Parcel 7	Square Footage/Footprint	164,079 SF
	Total Buildout	410,198 SF, By-Right Development
	Owner	District of Columbia (DMPED)
	ANC	8C
	Bounded by	Martin Luther King Jr. Ave. to the South, Cypress St. to the West, 8 th St. and Sycamore Dr. to the North
	Status	New Construction - Interim Use Demonstration Center
	Zone	StE-7

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

An alley separates the southwest part of Parcel 7 from the existing Congress Heights residential neighborhood. Parcel 7 affords a new development opportunity for the MLK corridor. The R.I.S.E. Demonstration Center ("R.I.S.E."), renovated in 2014, is non-contributing to the historic campus. It is currently in use for local and regional events and programming, including community meetings, and it houses the office for Advisory Neighborhood Commission ("ANC") 8C. This facility is an interim use that must be available for local community events and programming until 2024. The majority of Parcel 7 is currently occupied by a temporary surface parking lot (224 spaces). Building 99 was razed and is no longer on Parcel 7. Parcel 7 is intended to support mixed-use development with residential, office and ground-floor retail, while providing a lively hub of economic and public activity for St. Elizabeths East. In addition, new designs should consider views from across the St. Elizabeths East and, in particular, the relationship to Building 100 on the adjacent Parcel 8. The prominence of Parcel 7 within the historic East Campus provides an opportunity for design creativity and excellence that can influence the quality of new architecture on other parcels within St. Elizabeths East. The new buildings within Parcel 7 will play a critical role in the successful redevelopment of St. Elizabeths East.

DMPED anticipates the office building will be approximately 200,000 – 225,000 Rentable Square Feet ("RSF") above grade including 180,000 to 200,000 RSF of office space to accommodate DCRA and the supporting District Agencies, and 20,000 - 25,000 RSF of first floor amenity and retail space. DCRA will require some first-floor space (minimum of 5,000 RSF) and below-grade storage space (square footage TBD) and approximately 200 SF to 350 SF for an MDF / server room. It is important that DCRA and the supporting agencies be the only occupants in the building except for retail tenants on the ground floor. The specific lease requirements are detailed in the "Competitive Office Space Lease Terms" subsection of the "Preferences and Evaluation" section.

DCRA and Support Agencies: DCRA protects the health, safety, economic interests and quality of life of residents, businesses and visitors in the District of Columbia by ensuring code compliance and regulating business. DCRA is responsible for regulating construction and business activity in the District of Columbia. The agency issues construction permits after reviews of construction documents to ensure compliance with building codes and zoning regulations. Construction activity, buildings, and rental housing establishments are inspected, and housing code violations are abated, if necessary. To protect consumers, DCRA issues business and professional licenses, registers corporations, inspects weighing and measuring devices used for monetary profit, and issues special events permits.

The Office of Planning, Department of Transportation, Fire & Emergency Medical Services, Public Employee Relations Board and the District of Columbia Water all support the work of DCRA and may be joining DCRA in the building. More information on each Agency can be found on the District of Columbia website.

The District Agency(s) initially occupying the premises will be DCRA and other District Agencies listed above. The District retains the right to change occupying agencies without such substitution constituting a sublet of the Premises or an assignment of the Lease, or otherwise requiring Respondent's consent.

PARCEL 8



Figure 3.54: Illustrated plan focused on Parcel 8.

Parcel Area	2.6 Acres
New Development Pad Area	0 Acres
Recommended Building Heights	2 Stories
Allowable Land Uses	Civic/Community
Ground Floor Retail	Not Allowed, See Fig. 2.15
Recommended FAR	0.37
Programmed Open Space	Community Park 1

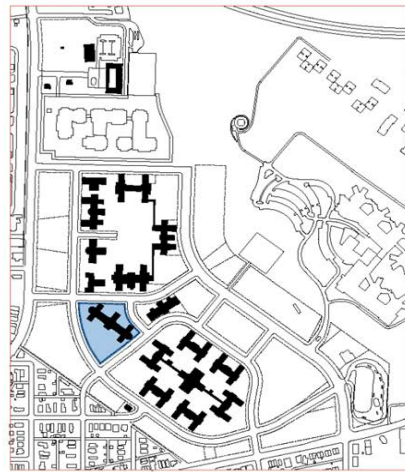


Figure 3.55: Parcel 8 Key Map

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PARCEL		SITE INFORMATION
Parcel 8	Square Footage/Footprint	118,021 SF
	Total Buildout	47,208 SF, By-Right Development
	Owner	District of Columbia (DMPED)
	ANC	8C
	Bounded by	Cypress St. to the West, Sycamore Dr. to the South, Oak Dr., and Poplar St. to the North
	Status	Vacant Historic Building
	Zone	ST-E-8

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

Parcel 8 is centrally located on St. Elizabeths East and is improved with one existing historic building, Building 100, which was constructed with the 1920 Buildings. This building should be preserved and redeveloped into a community and innovation hub with the ability to accommodate activities such as education, workforce development, and business development needs for DC entrepreneurs and innovators. The open space around the building should be landscaped and incorporate a fresh air design strategy

that provides residents and workers a quiet place to work and relax. A key opportunity and responsibility is to successfully link the historic areas of St. Elizabeths East with larger-scale new development along 13th Street. The District envisions a commercial office component and innovative incubator concept for creatives (i.e., photography, dance studios, art, etc.) and entrepreneurs.

Parcel 9

PARCEL 9



Figure 3.62: Illustrated plan focused on Parcel 9.

<i>Parcel Area</i>	2.0 Acres
<i>New Development Pad Area</i>	0.96 Acres
<i>Recommended Building Heights</i>	5 Stories
<i>Allowable Land Uses</i>	Commercial/Innovation, Educational Institution
<i>Ground Floor Retail</i>	Allowed, See Fig. 2.15 for specific locations
<i>Recommended FAR</i>	1.5
<i>Programmed Open Space</i>	None

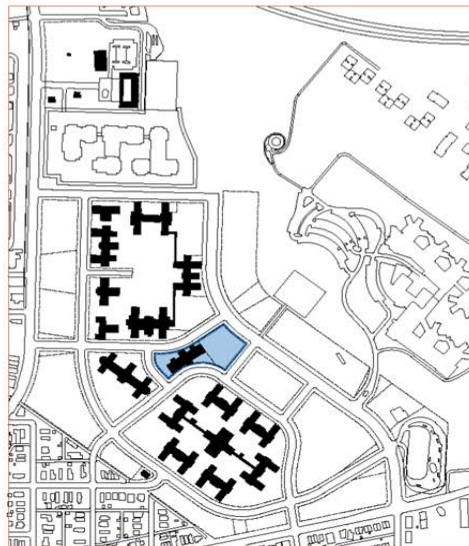


Figure 3.63: Parcel 9 Key Map

PARCEL		SITE INFORMATION
Parcel 9	Square Footage	39,534 SF, By-right (lot size was reduced to accommodate parking for ESA)
	Owner	District of Columbia (DMPED)
	ANC	8C
	Bounded by	Cypress St. to the West, Oak Dr. to the East, Poplar St. to the South, and the future 13 th St. to the North
	Status	Vacant Historic Building
	Zone	StE-9

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

Parcel 9 is centrally located on St. Elizabeths East and is improved with one existing historic building, Building 102, and is an historic building that should be preserved and rehabilitated. This site is a 5-minute walk to the Congress Heights Metro Station and next to the Entertainment and Sports Arena ("ESA"). The building should be designed and reprogrammed for commercial tenants and/or educational uses. A portion of the building lot was used to accommodate staff parking at the ESA.

The Development Parcels (collectively)

Visibility/Access: The Development Parcels have good visibility from Martin Luther King Jr. Avenue, Sycamore Street and Cypress Street.

Property Advantages: The Development Parcels on the campus of St. Elizabeths East, is approximately 3 miles from the U.S. Capitol and directly across the street from the historic St. Elizabeths West Campus, the home of the U.S. Department of Homeland Security's ("DHS") consolidated headquarters. St. Elizabeths East is the home of the Entertainment Sports Arena ("ESA") an innovative and unique venue that is also the home of the WNBA Washington Mystics and NBA G League Team, Capital City Go-Go, as well as the official practice facility for the NBA Washington Wizards.

Community Context: St. Elizabeths East is located in the heart of the District's Ward 8. It occupies the northern edge of a triangular plateau that it shares with the neighborhoods of Congress Heights and Henson Ridge. Barry Farm, a DC Housing Authority property and one of the District's New Communities Initiatives, lies just across the northern property line of St. Elizabeths East, although a grade change of more than sixty feet creates a strong feeling of separation between St. Elizabeths East and the neighborhood. Historic Anacostia lies further north, across Suitland Parkway.

St. Elizabeths East is located immediately adjacent to the District's expanding Center City area, which has been growing toward the campus over the past ten years, with the expansion of the Southeast Federal Center, the redevelopment of the Washington Navy Yard, and the proposed development at Poplar Point. Most of the land surrounding St. Elizabeths East is low to moderate density, low-rise residential and commercial supporting institutional and community uses such as schools, churches and parks.

Existing Tenancies: DMPED shall require all programs, operations, and related space currently provided by R.I.S.E on Parcel 7 to be relocated to Parcel 8 or a mutually agreed upon site in close proximity to St. Elizabeths East. Respondents shall activate a temporary or permanent space prior to decommissioning the R.I.S.E. The new space must be comparable or exceed existing building specifications and use requirements.

LOGISTICS

When

The District will endeavor to follow the timetable set forth below; however, the activities and timetable represented below are a guideline only and are subject to change at the District's sole and absolute discretion and without prior notice:

<i>RFP Process Timetable (subject to change)</i>	
Issuance of RFP	March 24, 2021
Pre-Response Question & Answer Period	Issuance of RFP - 30 days after Issuance of RFP
Pre-Response video conference with DGS & DMPED	7 days after Issuance of RFP
RFP Proposal Submission Due Date (5:00 PM ET) (the "Submission Due Date")	60 days after Issuance of RFP

** If the last day shall fall on a Saturday, Sunday, or District-observed holiday, the last day is extended until the following business day.*

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

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

Where

The RFP is posted on DMPED's website at <https://dmped.dc.gov/page/stelizabeths-east-parcels-7-8-9-rfp> (the "Project Website").

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

What

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

RFP Submission Deposit:

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

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

Who

All Proposals must be submitted to James Parks (the "Project Development Manager"). All questions regarding this RFP must be submitted via e-mail only to the Project Development Manager. Respondents shall not direct questions to any other person within the District except as allowed elsewhere in this RFP. Responses to Respondent questions will be aggregated and posted on the Project Website prior to the Submission Due Date.

How

All Proposals must be submitted electronically via email to the Project Development Manager at james.parks2@dc.gov by the Submission Due Date in the "When" sub-section of this "Logistics" section. The subject line for such electronic submission shall state "ST. ELIZBETHS EAST RFP PROPOSAL SUBMISSION". Hand delivered or mailed Proposals shall not be accepted. Adherence to the deadline is essential. Incomplete applications or those submitted after the deadline shall not be accepted.

Additionally, all Respondents shall also upload their Proposals electronically (including a PDF of the response and the Microsoft Excel pro forma) via the "Submit Files" link at the bottom of the Project Website specified in the "Where" sub-section of this "Logistics" section-

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

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

DISTRICT POLICY GOALS, REQUIREMENTS, AND PREFERENCES

Planning and Zoning Framework

Public Life

Public life is what people create when they connect with each other in public spaces—the streets, plazas, parks, and city spaces between buildings. As DC grows, a robust public life can nurture a sense of community, value our commonalities, and celebrate our diversity in the neighborhoods we call home. Ensuring that our shared public spaces are designed to be inclusive, inviting, and delightful is a key component to maintaining a high quality of life for current and future DC residents of all ages and abilities.

Development at St. Elizabeths should:

- Be responsive to the surrounding community's cultural identity and needs;
- Be inclusive, open, inviting, safe, and delightful place for children, families, seniors, and persons with disabilities;
- Promote interesting pedestrian experiences and a unique and consistent design for the public realm; and
- Encourage vibrant street life throughout the day.

St. Elizabeths East Master Plan

The District completed the St. Elizabeths East Master Plan and Design Guidelines (the "Master Plan") in June 2012, with significant community input. The Master Plan was developed with sensitivity to the historic character of the campus. The Master Plan is intended to guide Respondents' thinking about development, not to constrain fresh ideas. The Master Plan is intended to be a roadmap for future development with specific steps to achieving each objective outlined in the Master Plan. 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. To accomplish this, the Master Plan carefully balances preservation goals with a market-responsive development approach; this is critical to ensure that the resources generated from private sector development can be reinvested into the renewal of St. Elizabeths East's infrastructure and historic resources. The District's vision is to interweave threads of opportunity into a realistic strategy for implementation. The result of these

intentions is a Master Plan that knits together the unique historic campus with the Congress Heights neighborhood, to create a destination for both current and future residents to live, work, shop, play, and learn.

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 Master Plan may be accessed via the following link: https://stelizabethseast.com/wp-content/uploads/21087-GL-DRAFT_2012_0605_FINAL_with_appendices.pdf

St. Elizabeths East Redevelopment Framework Plan

In 2008, the District refined and updated the Saint Elizabeth's East Campus Framework Plan (the "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 Framework Plan may be accessed via the following link: https://planning.dc.gov/sites/default/files/dc/sites/op/publication/attachments/St.%20Es%20Final%20Plan_2.pdf

DC Innovation Strategy for St. Elizabeths East

In the 2012 DC Innovation Strategy for Saint Elizabeths Final Report, the District identified St. Elizabeths East as an ideal location for an innovation hub (the "Hub") that would harness the city's expanding technology sector and grow the entrepreneurial base and talent capacity in Ward 8 for the benefit of residents and local businesses. The Hub is defined by uses that support the full lifecycle of product innovation and business development, including education, training, business incubation, research and development, and private sector activities. There are three distinct goals for the Hub:

- Build an environment (both programmatic and physical) that encourages the growth of entrepreneurial businesses in dynamic, innovation-driven industries in the District and facilitate partnering among public and private sectors in support of innovation and commercialization;
- Serve as a centerpiece for District-wide efforts to diversify the DC economy and enable DC-based businesses to increase their competitiveness in the private sector global market;
- Leverage assets and build capacity in underserved communities to ensure DC residents and businesses participate in economic opportunities at Saint Elizabeths.

The District's Innovation Strategy for St. Elizabeths East may be accessed via the following link: <https://planning.dc.gov/sites/default/files/dc/sites/op/publication/attachments/DC%2520Innovation%2520Strategy%2520December%252012%2520Final%5B1%5D.pdf>

Comprehensive Plan

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

The Comp Plan identifies St. Elizabeths East 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 St. Elizabeths East 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 of St. Elizabeths Hospital to bring needed economic development opportunities to Ward 8, especially retail opportunities to serve both the new non-residential 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%20I_Chapter%2018_April%208%202011.pdf

Zoning

The Saint Elizabeths East (StE) zones (StE-1 through StE-19) are unique location zones created to implement the public policy goal and objectives of the Comp Plan, the Framework Plan, and the Master Plan.

The purposes of the StE zones are to:

- Provide for the development of St. Elizabeths East with a mix of uses, achieved through the adaptive reuse of existing buildings as well as new construction;
- Provide for a broad mix of uses, including residential, commercial, hospitality, educational, and civic uses consistent with the Master Plan, with a target of approximately four million two hundred thousand square feet (4,200,000 sq. ft.) of development, exclusive of the StE-2, StE-18, and StE-19 zones and specified above-grade parking;
- Improve community connectivity and access to and through St. Elizabeths East;
- Enhance the unique and historic identity of St. Elizabeths East;
- Reinvigorate the campus as an important neighborhood center;
- Preserve and adaptively reuse the historic resources;
- Embody the District's design and sustainability goals;
- Create a safe public realm and enhanced pedestrian experience;
- Enhance multi-modal transportation networks; and
- Support wider economic development initiatives.

The StE zones are divided into the StE-1 through StE-19 subzones for the purpose of outlining the development standards for the zones including floor area ratio (FAR), lot occupancy, and building height. The StE zone allows for by-right development with flexible uses across St. Elizabeths East, including all parcels included as part of Phase I. Respondents are strongly encouraged to review *all applicable* District zoning regulations prior to preparing their Proposals.

Additional applicable zoning regulations for St. Elizabeths East can be found at:

<https://handbook.dcoz.dc.gov/zones/special-purpose-zones/st-elizabeths-east-campus/>

<http://stelizabethseast.com/wp-content/uploads/2015/06/Zoning-Commission-Notice-of-Final-Rulemaking-Order-No.-12-08.pdf> and

<https://stelizabethseast.com/wp-content/uploads/2019/12/ZC-Case-12-08C-Zoning-Text-Amendment.pdf>

Parcel 7	Floor Area Ratio (maximum) ^{1,2}	Height (feet)	Penthouse Height (feet)/Stories	Lot Occupancy (percentage)	Rear Setback (feet)	Zoning Regulation Reference
StE-7	1.50	For a distance of 250 ft. measured from the north property line bounding Cypress Street, 80 ft.	20 / 1 story, 2nd story for penthouse mechanical space	60%	None Required	Subtitle K Chapter 6 NOTE: If above grade parking is not used, Subtitle K § 602.2 (b) allows for up to 1.0 FAR for any permitted use (residential/office)
	1.0 (minimum required residential)	Remainder of this parcel, the maximum permitted height shall be fifty feet (50 ft.)	Remainder of this parcel 12 ft.; 15 ft. for mechanical space and 1 story, 2nd story for penthouse mechanical space			
	1.0 (additional density allowed for above ground parking)					

Parcel 8	Floor Area Ratio (maximum) ^{1, 2}	Height (feet)	Penthouse Height (feet)/Stories	Lot Occupancy (percentage)	Rear Setback (feet)	Zoning Regulation Reference
StE-8	0.40	25	12 / 15 for mechanical space	60%	None Required	Subtitle K Chapter 6
			1; Second story permitted for penthouse mechanical space			
Parcel 9	Floor Area Ratio (maximum) ^{1, 2}	Height (feet)	Penthouse Height (feet)/Stories	Lot Occupancy (percentage)	Rear Setback (feet)	Zoning Regulation Reference
StE-9	1.50	65	12 / 18 ft. 6 in. for mechanical space	60%	None Required	Subtitle K Chapter 6

¹ The minimum lot area for row dwellings in any StE zone shall be one thousand eight hundred square feet (1,800 sq. ft.) with a minimum lot width of eighteen feet (18ft.).

² Except for lots located in the StE-2, StE-10, StE-14a, StE-14b, StE-18, or StE-19 subdistrict, two (2) or more lots in one (1) or more StE subdistrict(s) may be combined for the purpose of achieving the minimum required FAR equivalent of residential uses, subject to the following: (a) The total height and density limits of the zone(s) shall not be exceeded; The lots may be located in the same StE subdistrict or in different StE subdistricts; (b) The lot(s) receiving residential gross floor area need not be located in a StE subdistrict with a residential requirement; and (c) The total height and density limits of the subdistricts shall not be exceeded.

Historic Preservation and Archeological Requirements

With the federal deregulation of mental healthcare, the 183-acre comprising St Elizabeths East was transferred to the District in 1987. It represents one of the few remaining large economic development opportunities in D.C. Listed in the National Register of Historic Places in 1979 and designated as a National Historic Landmark in 1990, the entire campus was designated a local historic district in 2005.

Because of the unique history and ownership of St. Elizabeths East, there are four agencies that have some role in design review, beyond code and zoning compliance, as identified below.

Because the land is District property and has been designated a historic district, the review of subdivisions, new construction, demolition and alterations are subject to review under the local historic preservation law. The Historic Preservation Office ("HPO") within OP consults with applicants and clears permit applications for minor, compatible work. Most interior work would be routinely approved. New construction, additions, some subdivisions, and substantial demolition of historic buildings can be expected to require review by the Historic Preservation Review Board ("HPRB"). Final archaeological investigations of the Development Parcels have been completed. Respondents are encouraged to consult with HPRB early in their project planning to review preservation guidance and direction on the review process at <https://planning.dc.gov/page/hprb-concept-review>. For additional preservation information, please contact Timothy Dennee with HPO at timothy.dennee@dc.gov.

The 1987 deed transferring the property from the federal government requires that projects on the Development Parcels be submitted for preservation review by the federal Advisory Council on Historic Preservation ("ACHP"). Such reviews will apply to the construction of new buildings and to the initial rehabilitation of historic ones. Plans can be submitted to Katherine Kerr with ACHP at kkerr@achp.gov.

The U.S. Commission of Fine Arts ("CFA") reviews the design of exterior and site work at District-owned properties. Substantial projects are first reviewed as concepts and then as "final" or permit-level plans. See: <https://www.cfa.gov/project-review/government>. Plans are submitted directly to the CFA office. For additional information, contact Frederick Lindstrom with CFA at flindstrom@cfa.gov.

At St. Elizabeths East, the National Capital Planning Commission ("NCPC") has advisory review of large projects for consistency with the *Comprehensive Plan for the National Capital: Federal Elements*.

Concept applications may be submitted concurrently to each of these agencies. They are also willing to conduct joint meetings as necessary.

Transportation Planning Framework

DDOT's commitment to building a safe and efficient transportation network will guide all review of transportation-related issues regarding the development of the Development Parcels. St. Elizabeths East has excellent multimodal transportation access, as it is

near the Congress Heights Metrorail Station and several other existing and planned high capacity bus routes on Martin Luther King Jr. and Alabama Avenues. Because of this, DDOT anticipates that a sizable share of people accessing the Development Parcels will do so via non-automobile modes of travel. As such, DDOT expects the amount of off-street vehicle parking provided on-site to be as close to zero (0) as possible, if allowable by zoning, especially considering a 750-800 space parking garage is going to be constructed near the Development Parcels. In no event, should there be more than 0.40 space per residential unit, 0.45 space per 1,000 GSF hotel, 1 space per 1,500 GSF office, and 1.25 space per 1,000 GSF retail, per the 2019 DDOT *Guidance for Comprehensive Transportation Review*. DDOT expects the project will adhere to the St. Elizabeths East Campus overall parking cap. Priority will be given to Proposals that provide zero (0) or minimal vehicle parking and take additional actions to support nearby transit. If a Proposal includes off-street parking, Respondent should plan to install a minimum of one (1) electric vehicle charging station for every 50 parking spaces or more, if required by applicable District laws.

Each Parcel should be designed with a maximum of one (1) curb cut to the entire block, which curb cut will serve both vehicle parking and loading/trash. No curb cuts will be allowed to Martin Luther King Jr. Avenue SE. Loading should be designed with no backing of trucks through DDOT public space and all truck turning maneuvers occur on private property.

DMPED with the assistance from DGS completed Stage 1 Phase 1 roadway infrastructure network improvements and is currently commencing construction of Stage 2, which includes local roadways, wet and dry utilities and bicycle and pedestrian facilities. This new transportation network will serve the needs of the redeveloped St. Elizabeths East and its community by providing connectivity and access to the adjacent neighborhood, the new hospital, and along the 13th Street corridor. (See **MAPS** section).

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

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

Public Space Framework

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

Restoration of the public space is expected as part of the redevelopment of the Development Parcels. Consistent with DDOT's Vision Zero efforts and best practices for high quality public realm design, Respondents should incorporate the following items into the proposed streetscape design:

- Ensure there are no curb cuts to Martin Luther King Jr. Avenue and that there is a maximum of one (1), ideally zero (0), curb cuts to each Development Parcel.
- All sidewalks and curb ramps surrounding and within each Development Parcel must comply with the Americans with Disabilities Act ("ADA"). Specifically, on Martin Luther King Jr. Avenue, ensure the pedestrian clear path is widened to at least 10 feet.
- Install curb extensions on each corner of the internal St. Elizabeths East streets surrounding the Development Parcels where a row of on-street parking is present.
- Design of each building's first floor should contribute positively to the vibrancy and vitality of the pedestrian realm (i.e., no blank concrete walls set back from the street).
- Entrances of new buildings must be at-grade with the adjacent public sidewalk, so no ramps or stairs are necessary in public space.

- Ensure there are no existing or future vaults in public space surrounding the site. They must be located on private property and out of the sidewalk space.
- Preserve all existing street trees and install any missing treeboxes and trees in the 'furniture zone' on all public street-facing sides of the Development Parcels.
- Along Martin Luther King Jr. Avenue SE, replace all existing cobra-head streetlights surrounding the site with either Washington Globe or Decorative Teardrop-style light fixtures, consistent with newer streetlight installations in the area.
- Underground any remaining telephone poles and electrical wires surrounding the Development Parcels, specifically on Martin Luther King Jr. Avenue SE, so they do not take up space in the streetscape.
- Remove all over-height fencing currently along Parcel 7's frontage on Martin Luther King Jr. Avenue.
- Fund and install a 19-dock Capital Bikeshare station on one of the Development Parcels. A location should be identified and designed into the project in an easily accessible location on private property or within the DDOT public right-of-way. Station dimensions are 53 feet wide by 6 feet deep with a couple of extra feet needed to access the kiosk and equipment in the rear.
- Fund and install any traffic signal equipment DDOT determines are necessary through the zoning, public space permitting, or design review processes.
- DDOT encourages Respondents to incorporate public artwork and creativity into the public realm design concept. All non-standard items in the DDOT right-of-way will need to be approved by the Public Space Committee ("PSC") and will require a covenant of maintenance.
- Coordinate with DDOT's Urban Forestry Division ("UFD") and the Ward 8 Arborist regarding the presence and preservation of any Heritage Trees or Special Trees on the Development Parcels and permitting for the removal of any trees.
- Streets intended to be dedicated to DDOT shall be designed and constructed to DDOT standards, which shall include, but not limited to, the current applicable DC Water, District Department of Energy and Environmental ("DOEE"), American Association of State Highway Transportation Officials ("AASHTO"), and Federal Highway Administration standards, as well as the Manual of Uniform Traffic Control Devices ("MUTCD"), DDOT Design and Engineering Manual ("DEM"), DDOT Standard Specifications for Highways and Structures, the DDOT Construction Management Manual, and the DDOT Traffic Control Manual in effect on the date that DDOT provides approval.

Respondents may refer to Chapters 11, 12A, and 24 of the District of Columbia Municipal Regulations (DCMR), DDOT's DEM, and the Public Realm Design Manual for public space design guidance. For further information on DDOT's development review process and public space design, please contact Aaron Zimmerman with DDOT's Planning and Sustainability Division (PSD) at 202.671.2356 or aaron.zimmerman@dc.gov.

Preferences and Evaluations

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

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

- I. Attainment of District Goals
 - i. Respond to the development goals and planning principles of the 2012 St. Elizabeths East Master Plan;
 - ii. Improve connectivity with the Congress Heights neighborhood by building new high-quality, resilient, public infrastructure;
 - iii. Improve the quality of life for the surrounding neighborhood;
 - iv. Address District and stakeholder concerns and requirements;
 - v. Respond to the goals and objectives of the Comp Plan;
 - vi. Address community preferences;
 - vii. Maximize affordable housing, particularly family-sized units and home ownership opportunities; and
 - viii. Meet any other additional goals identified throughout this RFP and any other District policy documents.
- II. Qualifications and Experience of Respondent

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

III. Economic Benefit to the District

- i. Commit to build to the highest density allowable on-site to maximize the development envelope in accordance with the 2012 St. Elizabeths East Master Plan (See MAPS section);
- ii. Maximize value to the District through land value proceeds (paid by Respondent to the District) and incremental property and sales taxes;
- iii. Maximize community benefits, including affordable housing and job creation and/or apprenticeship programs for District of Columbia residents, particularly for residents within 1-mile of the Development Parcels;
- iv. Does not seek any District subsidy or seeks the least amount of subsidy (either through a reduction in fair market value or through other District or federal public financing tools) to fill anticipated financing and/or investment gaps in the project's capital structure; and
- v. Provide District and Ward 8 residents and businesses with opportunities to participate in the project. (Evidence of the inclusion of such businesses shall be in the form of written confirmation from such neighborhood-based businesses which shall include the scope and details of the said businesses' involvement in the project.)

IV. Project Financial Feasibility and Respondent's Financial Capacity

- i. Demonstrate that Respondent possesses the financial resources, capacity, and ability to successfully close the transaction and to execute the project requirements;
- ii. Provide an estimated construction budget prepared by a third-party general contractor or cost estimator;
- iii. Provide realistic and achievable funding plans, including Sources and Uses (as defined in the "Section 8: Project Budget Sources and Uses" sub-section of the "Solicitation Process" section);
- iv. Provide a multi-year development and operating pro forma (pre-development through 18 years post-stabilization);
- v. Demonstrate significant investments of "at risk" capital during the pre-development and development process; and
- vi. Exhibit a willingness to provide the District with a meaningful guarantee regarding payment and performance through final project completion.

V. Competitive Office Space Lease Terms

Rental rate / rent structure and required lease terms for the DCRA and support agencies lease of approximately 180,000 – 200,000 RSF will be evaluated and scored in the context of the overall value to the District and the competitiveness relative to market, considering such factors as efficiency of space, proposed tenant improvement allowance ("TIA") and flexibility in the utilization of the TIA, rental abatement period, escalations, etc. Rent structure should be submitted based on the following proposed structure. (The terms below are based on RSF.)

- i. Net Rent: Escalations will be allowed on the Net Rent only. Do not include any escalation on the Annual Rent (as hereinafter defined).
- ii. Operating Expenses: The Annual Rent for the first year shall include operating expenses ("OpEx"). OpEx is subject to annual escalations according to changes in the Consumer Price Index (CPI). The amount of the OpEx for the first year proposed by Respondent will be subject to verification by the District and may be subject to revision prior to lease execution.
- iii. Real Estate Taxes: The Annual Rent for the first Lease year shall include the "Real Estate Tax Base," which shall be equal to the District's proportionate share of real estate taxes for the building for such first year. For purposes of this proposal, please use \$9.00/RSF. Commencing on the anniversary of the first lease year, the District will owe its proportionate share of real estate taxes for the building that exceeds the Real Estate Tax Base. The Real Estate Tax Base will be subject to verification by the District and the amount may be subject to revision prior to lease execution.
- iv. Tenant Improvement Allowance: Annual Rent shall include TIA amortized over the initial lease term.
- v. Annual Rent: Total of all the above factors. Please provide an aggressive, market sensitive rent proposal (including concessions such as rent abatement). Please use a full-service gross rental structure.
- vi. Below is an EXAMPLE ONLY of how the proposed rent structure should be presented:

a. Net Rent	
b. Operating Expenses	
c. Real Estate Tax Base	
d. TIA Amortization	
e. Annual Rent for first lease year	\$20.00
	\$10.00
	\$ 9.00
	\$15.40

\$54.40 RSF

- vii. Purchase Option: A preference will be given to Respondents willing to provide the District with a purchase option as part of the lease
- viii. Test Fit: Respondent shall, at its sole cost and expense, without any reimbursement from the District, provide \$0.15/RSF in funding for, and delivery of, one test fit for the premises based upon the programming requirements provided by the District, which shall include two (2) revisions to the test fit, together with the architect's detailed pricing notes. The tenant improvement architect utilized by each Respondent shall be subject to the District's prior approval.
- ix. Lease Term: Fifteen (15) years.
- x. Option Term: The District requests an option to extend the term for one (1) additional period of five (5) years.
- xi. Rent Commencement Date: The District shall commence paying rent when the Premises is delivered to the District with any work to be performed by the Respondent completed to the premises, base building, parking areas and site, as evidenced by a certificate of occupancy. Please confirm Respondent can deliver the substantially completed premises by the first quarter of 2025.
- xii. Use: Primarily administrative office and any other lawful use except for ground floor retail.
- xiii. Assignment / Subletting: Please confirm the District shall have the right, subject to Respondent's consent, which consent shall not be unreasonably withheld, conditioned or delayed, to assign the lease or sublease all or any portion of the premises.
- xiv. Parking: Please reference the amount and type of parking proposed. Please offer the District a parking ratio of 1 per 1,500 RSF leased. Please provide the cost per parking space on a monthly basis, including any scheduled escalations in cost.
- xv. Rent Abatement & TIA: The District is seeking competitive proposals that include rental abatement and a TIA. A typical requirement requires a concession package of approximately \$190.00 to \$225.00 per RSF. Please provide a separate TIA and rent abatement period. The District reserves the right to convert some or all of its rental abatement to TIA and convert any unused TIA to rental abatement. The District requires a non- restrictive TIA. Specifically, the District may use its allowance for hard and soft construction costs, IT, FF&E, specific electronic equipment and relocation services. The District may require Respondent to contract for the build-out of the space.
- xvi. Work Exhibit: If the District requires that Respondent build-out the Premises, the lease shall include a work agreement ("Work Exhibit"). In such event, the TIA thereunder shall be subject to the requirements of D.C Code Section 2-218.46 regarding the use of Small Business Enterprises and Certified Business Enterprises (as such term is defined under D.C. Code Section 2-218.02), provided that 50% SBE/CBE participation shall be required (rather than 35% as included in the current Statute). The Work Exhibit shall set forth the foregoing requirement. Please see Exhibit A.
- xvii. Brokerage: Savills, Inc. ("Savills") is recognized as the exclusive broker representing the District in this proposed transaction. Upon execution of a lease with the District, Respondent shall compensate Savills with a commission equivalent to 4% of the Lease value based on the Annual Rent (as defined above) over the initial Lease Term.

VI. Development Vision

- i. If a Proposal includes a residential component, then maximize affordability "(at a minimum, affordability levels must be compliant with the District's IZ and D.C. Official Code §10-801, as amended, affordable housing requirements)". Residential development shall provide a mixture of unit types and sizes across multiple MFI (as defined in the "Affordable Housing" sub-section of the "Common Elements & Requirements" section) levels and affordable units must be comparable to market rate units;
- ii. In addition to any proposed terms to satisfy the "Equitable Development Focus" section of this RFP and promote social equity generally, including but not limited to, maximizing opportunities for CBEs, community serving retail, businesses based in the District of Columbia, and/or businesses that hire District of Columbia residents, with priority given to hiring and contracting Ward 8 residents and businesses, and fresh food access;
- iii. Promote a vibrant, walkable, and pedestrian-friendly neighborhood character, as demonstrated through a high level of streetscape design, including building features that directly link to the sidewalk level, and a high degree of visual continuity along street corridors;
- iv. Develop mixed use neighborhoods and commercial corridors;
- v. Achieve high architectural design quality, as demonstrated through architectural images of the proposed project to show how it complements the neighborhood character while accommodating necessary uses;
- vi. If appropriate, create strong retail activity on the Development Parcels that serves the neighborhood and broader areas, including retail space for local and emerging businesses; and
- vii. Provide a sustainable development that has minimal impact on the environment and achieves higher LEED certifications than required by DOEE as articulated in the "Sustainability and Green Building Requirements" section of this RFP.

BUILDING HEIGHTS MAP

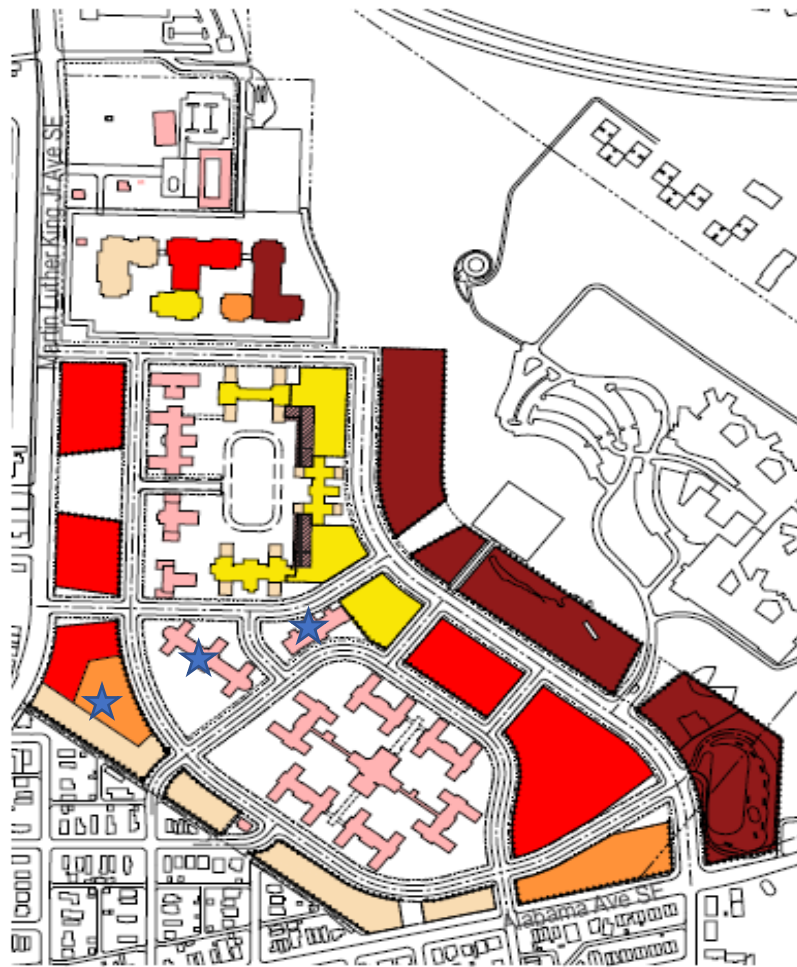
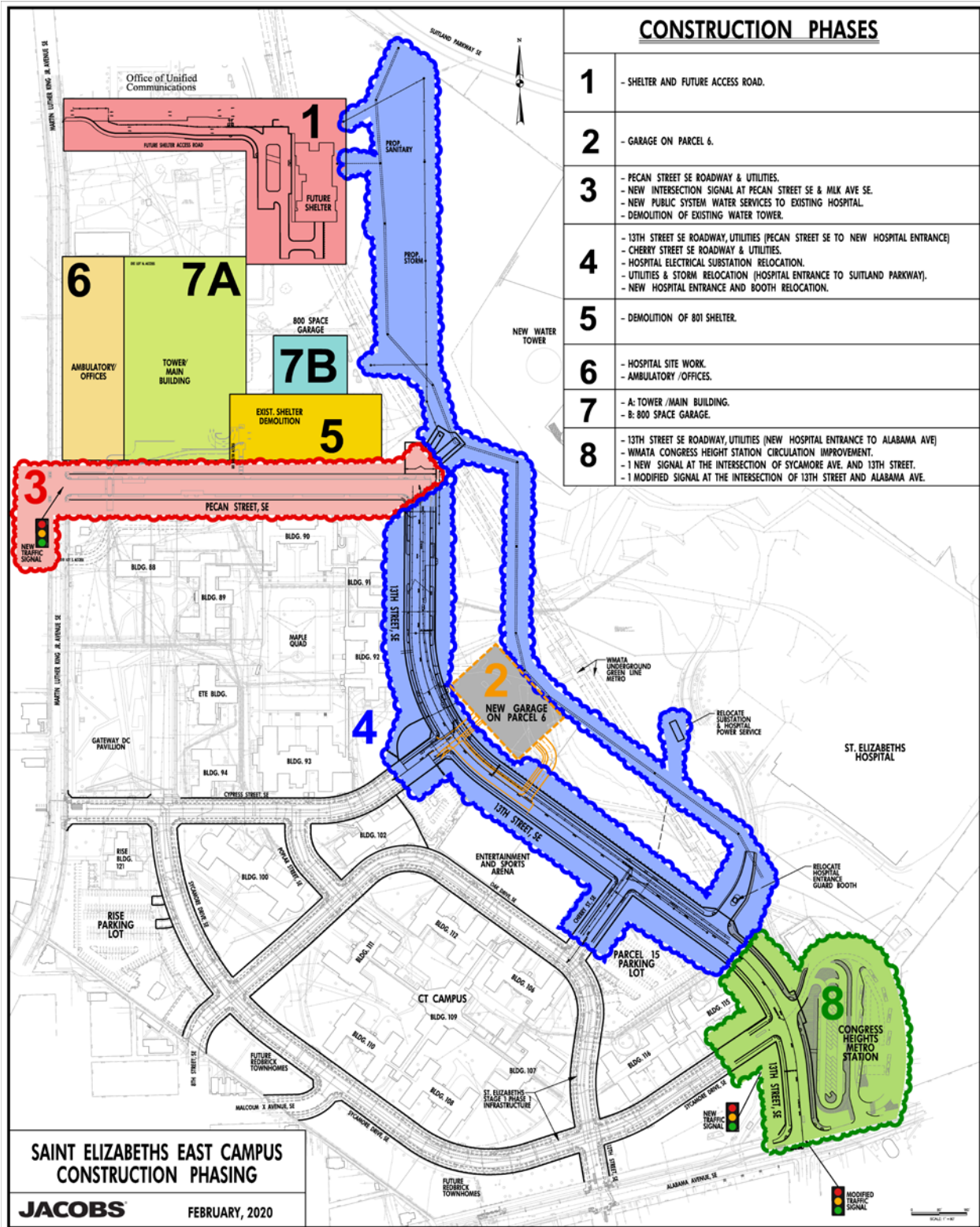


Figure 2.17: Maximum Building Height Diagram

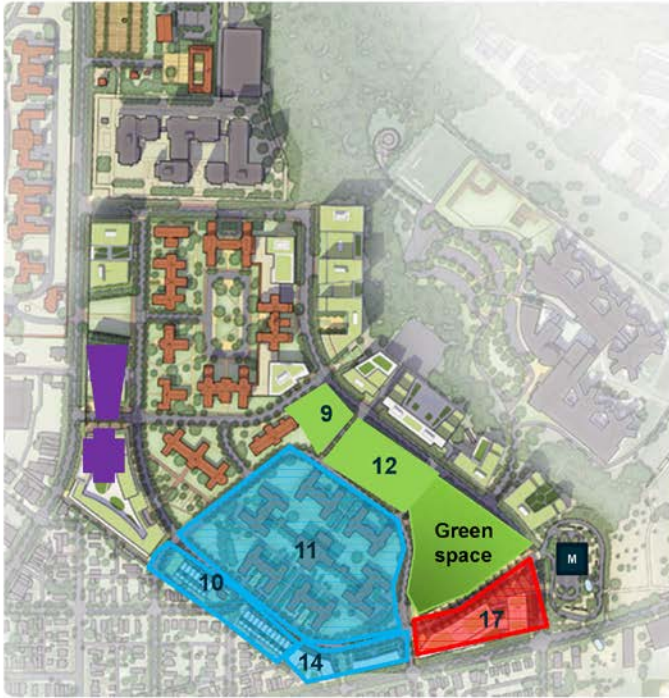
Building Heights Legend

-  1 Story
-  2 Stories
-  4 Stories
-  5 Stories
-  6 Stories
-  7 Stories
-  8 - 9 Stories
-  Suggested Setback Area
(Parcels marked with blue star).

CONSTRUCTION PHASES MAP



PHASE 1 5-YEAR PLAN



Anticipated 5-Year Land Use Map	
Blue	Phase One Development Residential - Townhomes/Multifamily
Red	Phase One Development Mixed Use
Purple	Buildings In-Use - Gateway DC - RISE Demonstration Center
Green	Events DC's Planned Washington D.C. Entertainment and Sports Arena

Phase One Key Features:	
Mixed-Use (Parcel 17)	+30,000 SF of Retail ; 171,000 SF of Office; 30,000 SF Innovation Greenspace
Townhomes (Parcel 10/14)	+60 homes Townhomes (30% affordable); +15 live-work-units
Multi-family (Parcel 11)	250 units multifamily units (80% affordable) in 6 historic buildings and one center amenity building; +14,000 SF innovation/arts/culture space
Entertainment (Parcels 9/12)	5,000 seat Entertainment and Sports Arena for use as a concert/ entertainment venue, Wizards Training Facility and arena for Mystics and other sports teams

NOTE: The area designated as “Green Space” is the future Parcel 15 development. This development consists of two (2) commercial office buildings, two (2) residential building and a hotel.

RFP Technical Section

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COMMON ELEMENTS & REQUIREMENTS

Respondent Responsibility to Applicable Laws

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

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

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

Community & Stakeholder Outreach

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

Affordable Housing

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

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

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

Inclusionary Zoning Maximum Income, Rent and Purchase Price Schedule (the “Maximum Purchase Price”). For more information, please contact Gene Bulmash with DHCD’s Inclusionary Zoning Program Manager at 202-442-7168 or gene.bulmash@dc.gov.

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

Respondent’s financing proposals should seek to cross-subsidize any ADUs proposed with income generated from other uses in the project, such as market rate units or commercial development. If Respondent’s Proposal has a financing gap due to the ADUs, Respondent shall conduct a residual land value analysis and reduce the land value as necessary to offset such gap. If a gap remains after reducing the land value to zero, Respondent shall demonstrate the negative land value.

If Respondent proposes more than the minimum amount of required ADUs or determines that the minimum ADU requirement is not financially feasible even after reducing the land value (and, therefore, reducing its proposed ground lease payments or purchase price, as applicable), Respondent may submit a financing plan that assumes: (a) 9% LIHTC financing from DHCD, (b) 4% LIHTC and Tax Exempt Bond financing from the D.C. Housing Finance Agency (“DCHFA”), or (c) HPTF. **Notwithstanding the foregoing, Respondent shall delineate in its Proposal the total number of ADUs proposed that is not reliant on competitive financing sources.**

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

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

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

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

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

Sustainability and Green Building Requirements

The Development Parcel shall be developed in compliance with the District’s Green Building Act of 2006, as amended, codified in D.C. Official Code §6-1451.01, *et seq.*, the AWI Act, to the extent applicable, and the storm water management regulations published

in [Chapter 5 of Title 21](#) of the DCMR and [Chapter 31 of Title 20](#) of the DCMR. Proposals shall be based on these regulations. Specific design criteria are stated in the Storm Water Guidebook which is available online at doee.dc.gov/publication/stormwater-guidebook.

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

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

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

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

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

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

Therefore, Respondent is encouraged to:

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

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

In addition to available incentives, financing for sustainability projects is available through DC Green Bank financing options including: DC PACE (Property Assessed Clean Energy), CLEER (Commercial Loan for Energy Efficiency and Renewable Energy), pre-

development loans, and direct fund projects. The team at DC Green Bank continues to explore additional financing products, please email info@dcbank.org for more information.

First Source

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

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

Certified Business Enterprises

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

Davis Bacon

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

Hotel Uses

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

Minimum Ground Lease Terms

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

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

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

EQUITABLE DEVELOPMENT FOCUS

Equitable Development

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

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

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

Equitable Inclusion Priority

In the District's efforts to advance equitable access to opportunities to manage meaningful development activities ("Equitable Inclusion Priority"), DMPED will prioritize Proposals that maximize, by leadership and/or inclusion, individuals who are either:

- Black Americans;
- Hispanic Americans;
- Members of other groups for which a rebuttable presumption exists that the individuals are socially disadvantaged (13 C.F.R. §124.103(b)(1)); or
- Socially disadvantaged as established by a preponderance of the evidence (13 C.F.R. §124.103(c))

Further, DMPED will prioritize Proposals that maximize, by percentage of ownership and control, entities that are either:

- Designated as Disadvantaged Business Enterprise ("DBE") and as Resident-owned Business ("ROB"); or
- Led by, or majority controlled by, individuals designated as socially disadvantaged under the Small Business Administration ("SBA") definition¹ as more specifically identified above

For RFPs with multiple parcels or components, the above prioritization can be met if the Proposal includes a parcel or component set aside, within the larger development plan, for a team satisfying the criteria above.

Respondents must complete the Equitable Inclusion Priority Form attached as Appendix G, which form shall be used to calculate Respondent's percentage of equity participation and reflect Respondent's total equity participation percentage.

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

SOLICITATION PROCESS

RFP Submission Requirements

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

FORMAT

All Proposals must meet the following format requirements:

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

PROPOSAL CONTENTS

Section 1: Transmittal Letter

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

Section 2: Respondent

Respondent Identities & Details

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

Respondent shall identify the following key member entities:

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

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

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

Respondent is required to complete and submit with its Proposal the Equitable Inclusion Priority Form attached as Appendix G.

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

Section 3: Litigation and Liabilities

Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults

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

Evidence Regarding Tax Liabilities

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

Evidence Regarding Litigation

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

Section 4: Organizational Documents

Organization Status

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

Organizational Chart and Bios

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

Evidence Regarding Creation of Respondent

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

Section 5: Qualifications and Experience

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

- i. Development team name;
- ii. Project name or title;
- iii. Location or address of project;

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

Section 6: Project Concept

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

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

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

Section 7: Affordable Housing (if applicable)

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

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

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

Section 8: Project Budget Sources and Uses

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

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

Section 9: Project Development and Operating Pro Forma

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

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

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

Section 10: Proposed Financing Strategy

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

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

Section 11: Financial Capacity

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

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

Section 12: Project Schedule

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

Section 13: Statement of Minimum Business Terms

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

Section 14: Community & Stakeholder Outreach

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

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

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

First Source & Certified Business Enterprises

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

Local Hiring & Opportunities

Respondent is encouraged to incorporate in its Proposal the following:

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

Section 16: Hotel Uses (if applicable)

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

Section 17: Proposal Summary for Distribution to the Community

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

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

Section 18: Completed Matrix Appendices E and F

Respondent shall complete and submit:

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

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

Section 19: Economic and Public Benefits Analysis

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

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

EVALUATION PROCESS

Selection Recommendation Panel

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

Selection & Notice

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

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

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

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

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

Post-Selection

Due Diligence

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

Disposition Agreement & Approval

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

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

TRANSACTION TERMS

Site Condition

As-Is Condition

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

Soil or Subsurface Conditions

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

Environmental Remediation

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

Pre-development and Development Costs

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

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

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

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

RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

Reservation of Rights

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

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

Conflicts of Interest

Disclosure

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

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

On-going Reporting

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

Miscellaneous Provisions

Notice of Modifications

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

Change in Respondent's Information

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

Ownership and Use of Proposals

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

Restricted Communications

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

Selection Non-Binding

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

Confidentiality

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

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

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

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

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

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

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

Non-Liability

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

Other Limiting Conditions

Withdrawal & Cancellation

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

Stand-Alone Project

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

Disclosure of Fees

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

Disclosure of Submissions

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

Disclosure of Final Development Costs

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

Restrictions

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

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

APPENDIX A | FORM OF ACKNOWLEDGEMENT

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

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

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

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

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

APPENDIX B | SAMPLE SCHEDULE OF PERFORMANCE

(To be completed and submitted with Proposal)

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

APPENDIX C | STATEMENT OF MINIMUM BUSINESS TERMS

Disposition of the _____
 _____(description)

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

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

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

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

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

RESPONDENT:

_____ (entity name)

By: _____

Name: _____

Title: _____

ISSUER:
 [Name of bank]
 [Bank address]

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

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

Beneficiary

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

Applicant

[Name of developer]
 [Address of developer]

AMOUNT: \$[Letter of Credit amount]

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

PROJECT: [Project Name]

Ladies and Gentlemen:

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

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

This Letter of Credit shall automatically renew for consecutive one year terms upon the anniversary of the expiry date (The "Anniversary Date") until a date that is five (5) years after the Date of Issue set forth above unless (i) earlier released by Beneficiary in writing or (ii) Issuer 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.

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

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

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

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

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

Truly Yours,

Authorized Signature

Name (printed)

APPENDIX E | PROJECT SUMMARY MATRIX

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

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

APPENDIX F | RESIDENTIAL MATRIX

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

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

APPENDIX G | EQUITABLE INCLUSION PRIORITY FORM

Section 1. General Information	1. Development Parcel _____ 2. Respondent _____ 3. Does Respondent include one or more entities that meet the requirements as indicated in the "Equitable Inclusion Priority" sub-section of the "Equitable Development Focus" section of the RFP? <input type="checkbox"/> YES <input type="checkbox"/> NO
Complete Section 2 and the table below only if the answer to Section 1, #3 is YES.	
Section 2. Equitable Inclusion Priority Entity	4. Total Equity Participation Percentage to meet the Equitable Inclusion Priority (<i>the sum of equity participation in the table below</i>): _____ 5. I certify that the entity or entities listed in the table below are designated as Disadvantaged Business Enterprise (DBE) and Resident-Owned Business (ROB) by the DC Department of Small and Local Business Development (DSLBD) or led by or majority controlled by individuals designated as socially disadvantaged in accordance with the requirements found under 13 C.F.R. §124.103. <input type="checkbox"/> YES <input type="checkbox"/> NO
Section 3. Declaration	I declare, certify, verify, attest, and state that this form and any supporting documents are true and correct to the best of my knowledge and belief. Pursuant to D.C. Official Code §22-2405, any person convicted of making false statements shall be fined not more than the amount set forth in §22-3571.01 or imprisoned for not more than 180 days, or both.

Signature: _____ Date: _____
 Print Name: _____ Title: _____

Equity Participation Percentage Table (instructions below)							
ENTITY NAME	STREET ADDRESS	ZIP CODE	A. (Y OR N?)	B. (Y OR N?)	C. (Y OR N?)	D. (Y OR N?)	EQUITY PERCENTAGE (%)
TOTAL EQUITY PARTICIPATION PERCENTAGE							

- Equity Participation Percentage Table instructions:*
- If Respondent is comprised of one or more entities that meet the requirements for the Equitable Inclusion Priority, the Respondent should complete this table to identify each such entity.
 - Answer "Yes" or "No" to all designations that apply to each entity
 - A. Black Americans
 - B. Hispanic Americans
 - C. Individuals who are members of other groups for which a rebuttable presumption exists that the individuals are socially disadvantaged (13 C.F.R. §124.103(b)(1))
 - D. Individuals who establish social disadvantage by a preponderance of the evidence (13 C.F.R. §124.103(c))
 - Equity Percentage = The percentage of equity participation in the Proposal for each entity listed