



Parcel 42

7th Street, R Street and Rhode Island Ave. NW | Square 0442,
Lots 0106 and 0803

Vacant Parcel in the Vibrant Shaw Neighborhood

Release Date: September 4, 2015
Submission Deadline: January 8, 2016

Responses are to be sent to the following address:

Office of the Deputy Mayor for
Planning and Economic Development
The John A. Wilson Building
1350 Pennsylvania Avenue, NW
Suite 317
Washington, D.C. 20004
Attn: Anna Shapiro, Project Manager



REQUEST FOR PROPOSALS

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

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Questions regarding this Request for Proposals should be submitted via e-mail only to Parcel42@dc.gov. Respondents shall not direct questions to any other person within the District except as allowed elsewhere in this RFP. Responses to Respondent questions will be aggregated and posted on the following website: <http://dmped.dc.gov/>.

INTRODUCTION

The Government of the District of Columbia (the "District"), through the Office of the Deputy Mayor for Planning and Economic Development ("DMPED"), seeks to redevelop the vacant Lots 0106 and 0803 in Square 0442, located at the northeast corner of the intersection of 7th Street NW, R Street NW, and Rhode Island Avenue NW

DMPED invites qualified Development Teams ("Respondents") to respond to this Request For Proposals ("RFP") for the disposition and development of Lots 0106 and 0803 in Square 0442 ("Development Parcels"), totaling approximately 17,008 sq. ft. (see Figure 1 & 2 for Development Parcels Information in more detail) pursuant to a ground lease of no less than fifty (50) years or a fee simple transfer.

Parcel 42 was the pilot project in the District's new OUR RFP process. A Public Workshop, Online Public Engagement Forum and Follow-up Public Meeting were completed in order to understand the public's major goals for the redevelopment of this site. Therefore, it is critical that any proposed development include these major goals and attempts to incorporate as many of the additional community objectives identified in this solicitation. Based on feedback received through the OUR RFP process, residents and community members desire a project that reflects the important value of these sites to the neighborhood and embody the following characteristics:

- High architectural design quality that establishes a signature gateway on this visible corner;
- If residential is proposed, it should be a mixed-income residential component that maximizes affordability; and
- A vibrant retail mix that includes destination and neighborhood serving retail.

The Development Parcels are zoned Arts/C-2-B (Lot 0106) and R-4 (Lot 0803). DMPED seeks a developer that will develop the lots in keeping with the goals set out in this RFP, and will accept both matter-of-right and Planned Unit Development ("PUD") development proposals. However, DMPED encourages Respondents to submit PUD development proposals that maximize the density of the Development Parcels.

The Respondents that present the most innovative, comprehensive, and community supported solution may be "short listed" and/or a "best and final" proposal may be requested before a final selection is made.

The Timeline

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

<i>Selection Process Timetable (subject to change)</i>	
1. Issuance of RFP	September 4, 2015
Pre-Response Information Session and Site Visit Location: Shaw Neighborhood Library, 1630 7th St NW, 3:45 pm	September 9, 2015
2. RFP Response Submission Due Date (3:00 PM ET)	January 8, 2015
3. Selection recommendation Panel Interviews	January 2016
Community Presentation by Development Team Respondents	February 2016
Request for Best and Final Offer (If Applicable)	TBD
Best and Final Submission Due Date (If Applicable)	TBD
4. Final Selection of Development Team	Spring 2016*
Submission of Disposition Agreement & Accompanying Legislation to District of Columbia Council	Fall 2016*

***Subject to change.**

PROJECT DESCRIPTION



Figure 1: Development Parcels Map. Map not to scale.

Location	7 th Street N.W., R Street, and Rhode Island Ave N.W.
Square	0442
Lots	0106 (approx. 15,317 sq. ft.) & 0803 (approx. 1,691 sq. ft.)
Total Square Footage	Approximately 17,008 sq. ft.
Owner	District of Columbia (DMPED)
Status	Vacant
Zone	Lot 0106 (A/C-2-B, Commercial) & Lot 0803 (R-4 Residential)
Adjacent Stakeholders/Property Owner	United House of Prayers for The People

Figure 2: Development Parcels Information.

Location: As shown in Figure 1, the Development Parcels are a compilation of two (2) lots located on the east side of 7th St NW and are bound by R St to the South, and Rhode Island Ave to the Southeast. The Development Parcels are identified as Square 0442, Lots 0106 and 0803 in the Shaw neighborhood in Washington, DC, and are split by a public alley.

Frontage, Size, and Shape: The Development Parcels have frontage on the East side of 7th St, the North side of R St, and the Northeast side of Rhode Island Ave. The Development Parcels consist of Lot 0106 (approx. 15,317 sq. ft.) and Lot 0803 (approx. 1,693 sq. ft.) for a total site area of approximately 17,008 sq. ft.

Visibility/Access: The Development Parcels have good visibility from 7th St and Rhode Island Ave, and public access at the rear and front.

Soil and Environmental: The Development Parcels are offered “as-is”. DMPED makes no representations or warranties as to any soil or environmental conditions at the site.

Property Advantages:

- Located across the street from the south entrance of the Shaw/Howard Metro Station, allowing for dense development with access to public transportation and travel throughout the city.
- Located in the Shaw community, just below the revitalized U St corridor, both of which have surging housing and retail development markets.
- Near the new 2.3 million sq. ft. Washington Convention Center, hosting major trade shows and public events attracting as many as 40,000 people per day, projected to generate \$1.4 billion in revenue over the next five (5) years. The center includes 44,000 sq ft of retail space.
- Proximity to cultural, entertainment and sporting events at the Verizon Center, and in Chinatown and Penn Quarter, museums, theater and art galleries.
- Proximity to the new 300,000 sq. ft. mixed-use project known as Progression Place/UNCF Headquarters. This project is the new headquarters for United Negro College Fund, and includes neighborhood serving retail and affordable housing units.
- Near the new 1 million sq ft mixed-use project, City Market at O Street, which includes a full service Giant grocery store, sit down restaurant, and senior housing units, among other amenities.

OUR RFP PROCESS AND FEEDBACK

OUR RFP Process

The success of development projects in the District hinge on the inclusion and support of the local community. Parcel 42 served as the pilot project for the OUR RFP process. This Mayor Bowser initiative was created to understand and incorporate community input early in the process of redeveloping publicly-owned land. A series of public engagements were conducted by DMPED in the summer of 2015. A number of ideas were received from over eighty participants at the Public Workshop and through the Online Engagement Forum. These were then further prioritized by the attendees of the Follow-up Public Meeting and are provided herein ("Community Preferences"). DMPED will further engage the community by informing the surrounding Advisory Neighborhood Commissions (ANC) of the submitted proposals, hosting a community engagement where developers present their proposals to community members and gathering comments from the public and ANCs prior to the selection of a Respondent. While DMPED will make the final decision in selecting a Respondent, involving the ANCs and local stakeholders during the process will promote community engagement and produce a more positive outcome.

Responses should incorporate the below Community Preferences, to the extent feasible. Respondents are also strongly encouraged to work with local community members, and in particular, ANC 6E and other surrounding ANCs, to understand how the community's goals can be met in the Respondent's response.

Community Preferences

DMPED seeks proposals to build a development with a creative mix of uses. The ground floor should be activated by retail, both neighborhood-serving and destination, and other vibrant uses. The upper floors should include a market viable use. If the upper floors include a residential use, the project should include a mix of incomes, at minimum consistent with the Affordable Housing requirements provided in the "Affordable Housing" section. Any residential use should maximize the number of affordable housing units. DMPED will accept proposals that can be developed as a matter of right under the current zoning designation, but encourages Respondents to submit proposals that maximize development density through a PUD.

DMPED encourages proposal submissions that include the following:

- High quality and innovative architectural design that establishes a signature gateway on this visible corner. Proposals should incorporate an architectural image that complements the neighborhood character while accommodating necessary uses. Design layouts should produce a varied and interesting pedestrian environment by which to enhance the liveliness of the public sidewalk next to the site.
- Mixed use development should include a vibrant retail mix that includes destination and neighborhood serving retail. Proposals which include preferences for District-based businesses, and/or businesses that hire District residents, are strongly encouraged. Additionally, proposals are encouraged to include some retail space for local and emerging businesses.
- The residential mixed income component should maximize affordability beyond the requirements of the Inclusionary Zoning program (District of Columbia Zoning Regulations 11 DCMR §§ 2600 *et seq.*), as applicable, and the Disposition of District Land for Affordable Housing Amendment Act of 2014 (D.C. Act 20-485) ("ADU Act"). Proposed developments that include a residential component should provide a mixture of unit types and sizes across multiple AMI levels and any below market-rate units should be comparable in size to the market rate units in the proposal. While the charts in the Affordable Housing section present the most current data, new AMI data is published annually, and all RFP's must reflect the most current data. Respondents are encouraged to maximize affordability across multiple income levels and provide for a variety of unit types, including family-sized units.
- Active, publically accessible space on Lot 803. The community expressed a strong desire for the activation and public use of the small triangle parcel.
- The proposed redevelopment should encourage pedestrian activity, include vibrant streetscapes, and incorporate sustainable landscaping in the surrounding public space. Proposals should also consider the rich history of the Shaw neighborhood in any proposed public art or streetscape.
- Any structures and landscaping should have a minimal impact on the environment and should strive to exceed the minimum Green Building requirements stated in the "Sustainability and Green Building Requirements" section of this RFP.
- Local hiring and business opportunities. Respondents are encouraged to include in their plans: (1) Employment and business opportunities for local residents and businesses; and (2) Opportunities for District, and particularly Shaw-based business to participate in the project.

DISTRICT OF COLUMBIA POLICY GOALS AND REQUIREMENTS

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

Planning and Zoning Framework

Lot 0106 and Lot 0803 have different zoning and Comprehensive Plan designations. Additionally, Development Parcels are separated by an open, public alley. The District does not anticipate closing the alley, as the alley system currently serves other properties in the square.

Lot 0106:

Comprehensive Plan: This lot is designated on the Comprehensive Plan Future Land Use Map for mixed "Medium Density Commercial/Residential" development, which anticipates residential, office, retail, hotel, or other commercial or mixed-use development. The Comprehensive Plan Generalized Policy Map places this site within a Main Street Mixed Use Corridor, which is a business corridor that typically features a pedestrian-oriented environment with traditional storefronts and upper story residential or office uses. The site is within the Shaw/Convention Center policy focus area of the Near Northwest Area Element.

Zoning: This lot is zoned ARTS/C-2-B. The ARTS Overlay was established to, among other things, encourage the provision of arts, and arts related, uses and to address scale of development. The ARTS Overlay includes use, Combined Lot Development, and bonus density provisions for preferred uses including arts uses and residential. Refer to Chapter 19 of DCMR Title 11, Zoning Regulations for the complete ARTS Overlay requirements, available on the Office of Zoning website: www.dcoz.dc.gov. C-2-B is a medium density zone that allows a broad range of residential, office, retail, hotel and other uses. Maximum by right density is 4.2 FAR (including Inclusionary Zoning bonus density) for residential or mixed use development, of which a maximum of 1.5 FAR may be non-residential. Maximum by-right height is sixty five (65) feet. Through a PUD, a density of up to 6.0 FAR, of which a maximum of 2.0 FAR can be utilized for non-residential, and a height up to ninety (90) feet may be permitted by the Zoning Commission, using guidance as provided by the ARTS Overlay provisions.

Lot 0803:

Comprehensive Plan: This lot is designated on the Comprehensive Plan Future Land Use Map for mixed "Moderate Density Residential" development, which anticipates rowhouse or low rise multi-family development. The Comprehensive Plan Generalized Policy Map places this site within a Neighborhood Enhancement Area, where small scale infill development is anticipated.

Zoning: This lot is zoned R-4, a low to moderate density residential zone allowing detached, attached, or row house dwellings, but not multi-family buildings. The zone does not permit retail, office, or many other forms of non-residential uses. Maximum height allowance for R-4 zoning is three (3) stories/forty (40) feet. Respondents should refer to the DCMR Title 11, Zoning Regulations, available on the Office of Zoning website: www.dcoz.dc.gov.

Both properties are also within the DUKE Plan and the Convention Center Area Plan boundaries. The DUKE Plan is a neighborhood revitalization plan which seeks to strategically guide future development by capitalizing upon the area's historic context and emerging reputation as an arts and entertainment district, through the creation of a cohesive and memorable place with diverse sub-areas, and by knitting new development with surrounding neighborhoods. The Convention Center Area Plan is intended to help guide private and public investment to strengthen neighborhood businesses; generate quality housing; and improve the public realm. The Comprehensive Plan map and text, the DUKE Plan, and the Convention Center Area Plan Maps and text can all be found at the Office of Planning ("OP") website: <http://www.planning.dc.gov/>. Please contact Joel Lawson at the Office of Planning at 202.442.7600, joel.lawson@dc.gov, for more information.

Transportation Planning Framework

The District Department of Transportation's (DDOT) commitment to building a safe and efficient transportation network will guide all review of transportation-related issues regarding development of the site. The site has excellent multi-modal transportation access, as it is adjacent to the Shaw/Howard Metro Station and several bus routes, as well as an existing westbound bike lane on R Street. Because of this, DDOT anticipates many people accessing the site will do so via non-automobile modes. Site access is expected to be provided via the alley. Site access will not be permitted from Rhode Island Avenue or 7th Street.

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

For further information, please contact Jonathan Rogers of DDOT's Policy, Planning, and Sustainability Administration at 202.671.3022, jonathan.rogers2@dc.gov.

Public Space

The District Department of Transportation (DDOT) in partnership with the Office of Planning works to ensure the design of public space is of high quality and meets minimum requirements. To this end, the District has in place streetscape standards, guidelines, and policies to guide changes to public space. Uses that impact the character of public space include sidewalk cafes, vending, street festivals, and other impermanent activities. Physical features that impact the character of public space can include sidewalk paving material, fences and retaining walls, street trees and their spacing, vault spaces, other infrastructure like street lights or curb and gutters, and any building encroachments into the public space. Site access is expected to be provided via the adjacent alley. Loading must be accommodated with front-in/front-out maneuvers. Full restoration of the public space is expected, including planting additional street trees, upgrading street lights, and closing the existing curb cut on 7th Street.

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

For further information, please contact Jonathan Rogers of DDOT's Policy, Planning, and Sustainability Administration at 202.671.3022, jonathan.rogers2@dc.gov.

Affordable Housing

In the District's efforts to provide a greater number of Affordable Dwelling Units (ADUs), if a Respondent's proposed development plan includes a residential component, then Respondent's proposal must include, at a minimum, the number of ADUs at the AMI (defined below) levels that are required by the Inclusionary Zoning provisions of the District of Columbia Zoning Regulations (11 DCMR §§ 2600 et seq.), as applicable, and the Disposition of District Land for Affordable Housing Amendment Act of 2014 (D.C. Act 20-485) ("ADU Act"). Respondents are encouraged to propose more affordable housing than the minimum requirements.

Each Respondent should use the most current Department of Housing and Urban Development (HUD) uncapped AMI data (reference Chart 1). While Chart 1 presents the most current data, new AMI data is published annually. The rent calculation formula is provided in Chart 2, the Occupancy Standard Factor used to price each ADU is provided in Chart 3, and the sale price formula is provided in Chart 4. All affordable rent payments collected by the future property owner from the tenants or third parties on behalf of tenants may not exceed the Maximum Allowable Rent for an ADU (reference Chart 2). Appendix H ("HUD Housing Allowance Tables") may be updated periodically by the District of Columbia Housing Authority. The initial sales price for an affordable unit may not exceed the Maximum Allowable Sales Price for ADUs (reference Chart 4).

Respondents shall describe the strategy for marketing, operation and administration of their affordable housing units. Partnering with an organization that has demonstrated expertise in the administration, operation and management of affordable housing is encouraged, if Respondent does not already have this expertise.

Chart 1: Income Limits based on the AMI for Washington DC MSA as of March 2015

Household Size	100% AMI	80% AMI	60% AMI	50% AMI	30% AMI
1	\$ 76,440	\$ 61,152	\$ 45,864	\$ 38,220	\$ 22,932
2	\$ 87,360	\$ 69,888	\$ 52,416	\$ 43,680	\$ 26,208
3	\$ 98,280	\$ 78,624	\$ 58,968	\$ 49,140	\$ 29,484
4	\$ 109,200	\$ 87,360	\$ 65,520	\$ 54,600	\$ 32,760
5	\$ 120,120	\$ 96,096	\$ 72,072	\$ 60,060	\$ 36,036
6	\$ 131,040	\$ 104,832	\$ 78,624	\$ 65,520	\$ 39,312

Chart 2: Affordable Housing Rent Calculation Includes Monthly Utilities

Affordable Housing Rent Calculation	
MAR=(AMI*DAL*OSF*30%)/12-MU	
MAR	Maximum Allowable Rent

the broader sustainability goals of the District. However, in order to achieve the targets set forth in the Sustainable DC Plan, the DC government plans to lead by example and give consideration for projects that are exceeding the basic legal requirements and forging a path towards true sustainability. Therefore, in this RFP, preference may be given to projects that:

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

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

To build capacity for this type of deep green building, the DC government has a range of initiatives that include financial assistance resources for potential project teams. These include the [DC Sustainable Energy Utility](#), [DC PACE Program](#), [RiverSmart Communities](#), [RiverSmart Rewards](#), [RiverSmart Rooftops](#) and the [Stormwater Retention Credit Trading](#) programs.

For more information, contact Jay Wilson of DOE's Urban Sustainability Administration at 202.535.2460, jay.wilson@dc.gov.

First Source

Pursuant to DC Code § 10-801(b)(7) and the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84, D.C. Official Code §§ 2-219.01 et seq.) and the rules and regulations promulgated thereunder and Mayor's Order 83-265, Respondents recognize that one of the primary goals of the District of Columbia government is the creation of job opportunities for District of Columbia residents. Accordingly, the Respondent selected by the District to negotiate a disposition agreement shall enter into a First Source Agreement, prior to execution of a disposition agreement, with the Department of Employment Services ("DOES") that shall, among other things, require the Respondent to: (i) hire and require its architects, engineers, consultants, contractors, and subcontractors to hire at least fifty-one percent (51%) District of Columbia residents for all new jobs created by the development project, all in accordance with such First Source Employment Agreement and (ii) ensure that at least fifty-one percent (51%) of apprentices and trainees employed are residents of the District of Columbia and are registered in apprenticeship programs approved by the DC Apprenticeship Council as required under D.C. Official Code §§ 32-1401 et seq. Collective bargaining agreements shall not be the basis for the waiver of these requirements. Respondents must complete the Form of Acknowledgement attached as Appendix B.

Please contact DOES to obtain a copy of the First Source Agreement. For more information on the District's DOES apprenticeship program, please visit the following website: <http://does.dc.gov/service/apprenticeships>. Please contact Drew Hubbard at DOES at 202.698.6006 or drew.hubbard@dc.gov should you require additional information.

Certified Business Enterprises

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

Equity Participants pursuant to the CBE Act. Respondents are encouraged to exceed the District's SBE/CBE subcontracting and participation requirements. Respondents must sign the Acknowledgement Form attached as Appendix A and return to DSLBD prior to executing a disposition agreement.

Davis Bacon

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

Hotel Uses

A Respondent whose response contemplates a hotel use within the building will be required to enter into a Labor Peace Agreement as required under "Hotel Development Projects Labor Peace Agreement Act of 2002", D.C. Official Code §§ 32-851 et seq. with any labor organization that seeks to represent employees involved in hotel operations at the property as a part of its response to the RFP. "Labor Peace Agreement" means a written agreement between the Respondent and the labor organization that contains, at a minimum, a provision prohibiting the labor organization and its members from engaging in any picketing, work stoppage, boycott, or other economic interference with the Respondent's operations or the Project. The requirement above shall be included in any request for proposals or similar solicitations by the Respondent that pertains to hotel operations at the property.

Minimum Ground Lease Terms

The District has provided more information about the disposition structure from Respondents in the "RFP Process" section of this RFP. A ground lease with a term in excess of 20 years (inclusive of options) will require authorization of Council in accordance with D.C. Official Code § 10-801 (2012 supp.) prior to the District's execution or contractual obligation to enter into the ground lease with the selected Respondent. Respondents should be aware that the Mayor's request for Council authorization under D.C. Official Code § 10-801 must be accompanied by an appraisal, economic factors considered, and justification for the financial terms negotiated in the ground lease.

The Respondent shall be solely responsible for the costs of redevelopment, remediation, and future operation of the property. The Respondent shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the property, including, if applicable, possessory interest tax assessed under D.C. Official Code § 47-1005.01. Upon the expiration or early termination of the ground lease, all present and future alterations, additions, renovations, improvements and installations located on or within the building shall be deemed to be the property of the District and, upon the tenant's vacation or abandonment shall remain upon and be surrendered with the property. All movable goods, inventory, office furniture, equipment, trade fixtures and any other movable personal property belonging to tenant that are not permanently affixed to the building shall remain the tenant's property. DMPED will not be providing any public subsidy to fill any funding gaps or shortfalls.

SOLICITATION PROCESS

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

Pre-Responses Information Session and Site Visit

DMPED will conduct an information session and introductory site visit at the Watha T. Daniel/Shaw Neighborhood Library, 1630 7th St NW, on Wednesday, September 9th, 2015. This session is strongly recommended for all Respondents.

The tentative schedule for the Pre-Response Information Session and Site Visit is as follows:

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

Respondents can RSVP by Tuesday, September 8th, by emailing Parcel42@dc.gov with the name, organization, phone number, and email address of the attendee.

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

RFP Proposal Submission Requirements

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

Format

All responses must meet the following format requirements:

- Response shall be prepared on 8 ½" x 11" letter-size paper, bound length-wise, with tabs to separate sections.
- Responses must respond to each RFP item in the order outlined below in the "Response Contents" section. Each sub-section must be separated by tabs with sub-section headings.
- Responses must not exceed a total of one hundred pages, including appendices, on fifty sheets of double-sided paper.

Proposal Contents:

Tab 1: Transmittal Letter

Respondents shall provide a Transmittal Letter with their response. The Transmittal Letter should highlight key components of the Respondent Team's response. In particular it should articulate (1) the vision for the Development Parcels, which identifies any proposed tenant(s) and their use(s); (2) how the District and surrounding neighborhood will benefit from the proposed project (i.e., economic impact, job creation, public access, etc.); (3) how the project will incorporate the community goals established through the OURRFP process; and (4) how the proposed project fits within the existing neighborhood fabric.

Tab 2: Project Team

Respondent Team Identities & Details

The Respondent's Project Team should be introduced and described. The "Project Team" is defined as the lead developer plus any other developers, tenants, and key team members, such as architects, engineers, contractors, lenders, attorneys, historians, etc. who are critical for consideration by the District. Respondents should provide an organization chart and information that clearly explains the relationship, as well as the management structure among team members, Certified Business Enterprise entities, their respective roles and contributions to the Project, and the structure of team decision-making. Respondents shall identify the following key team entities:

Development Partners	Identify any and all development partners for the project. Please identify (a) the decision making individual for the entity and, if different, (b) the day-to-day lead individual who will be available to respond to questions or requests for additional information.
Tenant Partners	If applicable, identify any proposed tenant(s) for the project.
Financial Partners	If applicable, identify any construction and permanent lenders, major investors, and other key consultants, if any, included in the financing plan.
Design Team	If applicable, identify any architects, engineers, consultants, etc. included as part of the proposed team.
Other relevant team members	If applicable, please identify.

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

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

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

Tab 3:

Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults

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

Evidence Regarding Tax Liabilities

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

Evidence Regarding Litigation

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

Tab 4:

Organization Status

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

Organizational Chart and Bios

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

Evidence Regarding Creation of Respondent

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

Tab 5: Qualifications and Experience

Respondent shall exhibit their ability to deliver an economically viable project by identifying three (3) urban infill development projects comparable to the scale and program of Respondent's proposed project, with which the Respondent or their key personnel have had primary involvement. Respondent should include past projects that have a comparable mixed use component. For each relevant project, Respondent shall identify the following:

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

Tab 6: Project Concept

Respondents shall describe, in detail:

- i. The overall concept and vision for each of the Development Parcels; and describe how the vision will integrate with and enhance the surrounding community that borders the Development Parcels;
- ii. Development plans (Respondents are strongly encouraged to provide conceptual design drawings that are sufficient in detail to be easily evaluated by the District, including elevations and project renderings);
- iii. Each proposed use for the Development Parcels and the following for each use:
 - a. Name of tenant or operator;
 - b. Current form of agreement with tenant or operator and Letter of Intent (LOI);
 - c. Approximate square footage and location of the use in the building;
 - d. Proposed hours of operation;
 - e. Whether or not the use will be accessible at any time to the public; and
 - f. Evidence of market demand for each of Respondent's proposed uses.
- iv. Evidence of market demand for each of Respondent's proposed uses;
- v. Respondent's property rights in other parcels, if any, that may be accretive to the project;
- vi. The project's zoning strategies, including a detailed explanation and justification for any proposed variance from the zoning requirements or PUD. If applicable, Respondents should provide a schedule that fully describes each step in the approval process necessary for entitlements assumed in the response; and
- vii. If applicable, the phasing plan that describes Respondent's strategy and timing for delivering various components of the project.

Respondents may submit more than one project concept and vision for the Development Parcels.

Tab 7: Community Preferences

Respondent shall describe how their proposed development plan incorporates the Community Preferences described on page 4. At minimum, each proposal must address items (i) through (iii) and should make best efforts to incorporate (iv) through (vii) below:

- i. Design high quality and innovative architecture that establishes a signature gateway on this visible corner;
- ii. Plan a vibrant Retail mix that includes neighborhood serving and destination retail;
- iii. Encourage pedestrian activity, vibrant streetscapes, and sustainable landscaping in the surrounding public space.
- iv. If Residential is proposed, maximize affordable housing for a range of income levels;

- v. Propose an active, publically accessible space on Lot 803.
- vi. Strive to exceed the minimum Green Building requirements.
- vii. Create local hiring and business opportunities.

Tab 8: Affordable Housing (If Applicable)

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

- The project's impact on the District's affordable housing goals and other economic development objectives.
- The integration of the ADUs within Respondent's proposed development plan. ADUs must be dispersed, not clustered, throughout the residential component(s) and mixed with market-rate units.
- The rent and/or sale projections for each ADU unit type. All affordable rent payments collected by the future property owner from the tenants or third parties on behalf of tenants may not exceed the Maximum Allowable Rent for an ADU (For calculations, see Page 7).
- The number and total percentage of ADUs by AMI and unit size type and the amount and percentage of square footage devoted to ADUs.
- The Respondent's proposed strategy for the marketing, operating and administering of ADUs in its project.

Tab 9: Project Budget Sources and Uses

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

- Uses: A detailed project budget that breaks down all costs to be incurred to construct new improvements on the Development Parcels 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.); and acquisition and financing costs.
- Sources: A breakdown of all funds to be obtained (including equity, debt, fundraised capital, non-District funding, etc.) for the payment of the Uses in the project.

Sources and Uses should not show any gaps or shortfalls. DMPED will not be providing any public subsidy to fill any funding gaps or shortfalls.

Tab 10: Project Development and Operating Pro Forma

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

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

Tab 11: Proposed Financing Strategy

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

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

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

Tab 12: Financial Capacity

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

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

Tab 13: Project Schedule

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

Tab 14: Statement of Minimum Terms

Respondents shall complete the Term Sheet attached as Appendix D, which Term Sheet shall serve as the basis for negotiations of a disposition agreement with the selected Respondent. The Development Team may propose both or either a ground lease and/or the purchase of a fee interest of the Development Parcels for the District's consideration.

Tab 15: Community & Stakeholder Outreach

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

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

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

First Source & Certified Business Enterprises

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

Local Hiring & Opportunities

Respondents are encouraged to incorporate in their responses the following:

- i. *Employment and business opportunities for local residents and businesses.*
If included, Respondents are asked to submit detailed plans for apprenticeship programs that facilitate placing existing District residents into employment opportunities within the project. The commitment and strategy to develop and implement a local apprenticeship program shall be in accordance with D.C. Official Code §§ 32-1401 et seq. Please contact DOES at 202.698.5099 for more information.
- ii. *Opportunities for District neighborhood-based business to participate in the project.*
If included, evidence of the inclusion of such businesses should be submitted in the form of written confirmation from such neighborhood-based businesses and shall include the scope and details of the said businesses' involvement in the project.

Tab 17: Hotel Uses (if applicable)

A Respondent whose response contemplates a hotel use within the building shall enter into a Labor Peace Agreement as required under "Hotel Development Projects Labor Peace Agreement Act of 2002", D.C. Official Code §§ 32-851 et seq. with any labor

organization that seeks to represent employees involved in hotel operations at the property as a part of its response to the RFP. Respondents shall provide a copy of the executed Labor Peace Agreement.

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

Tab 18: Response Summary for Distribution to the Community

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

Deposit

Amount:	\$50,000
Format:	Standby, irrevocable letter of credit (See Appendix G for form.)
Due At:	RFP response submission
Conditions:	If a Respondent’s response is not selected, the letter of credit shall be returned to the Respondent. If a Respondent’s response is selected, the letter of credit will be considered a non-refundable deposit, only to be returned upon the Respondent’s successful completion of Closing as determined by the District through the terms of the disposition agreement.

Submission Directions

Ten (10) hard copies and one (1) electronic version on CD-ROM in PDF and Excel formats, of the response and the Deposit, must be submitted by 3:00 P.M. on Friday, January 8, 2016. Such responses must be identified by “Parcel 42 – RFP” on the envelope and delivered to the following address:

Office of the Deputy Mayor for Planning and Economic Development
The John A. Wilson Building
1350 Pennsylvania Avenue, NW
Suite 317
Washington, D.C. 20004
Attn: Anna Shapiro, Project Manager

EVALUATION PROCESS

Selection Recommendation Panel

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

Evaluation Criteria

Successful proposals will demonstrate that the Respondent has (i) a proposed use(s) for the Development Parcels that are consistent with District's Policy Goals and Requirements and the Community Preferences identified through the OUR RFP Process; and (ii) the financial capacity and ability to successfully close the transaction and offer an attainable redevelopment timeline to convert the Development Parcels to their optimal utility.

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

Attainment of District Policy Goals

The District will more highly rate Development Teams who:

- i. Maximize economic value to the District;
- ii. Demonstrate, through entity experience and expertise of proposed key personnel, that they are qualified to execute a high-quality project of this scale;
- iii. Provide evidence of sufficient organizational and financial capability to ensure on budget and timely delivery of the Project; and
- iv. Improve the quality of life for the surrounding neighborhood by incorporating the District's goals with respect to promoting vibrant, walkable, mixed-use neighborhoods and commercial corridors.

More specifically, higher ratings will be given to Respondents who achieve and exceed the following District policy goals by:

- i. Maximizing the overall economic benefit to the District, including:
 - Maximizing the development envelope such as through assemblage of adjacent land parcels or modification of current zoning;
 - Maximizing value to the District through land value proceeds (paid by Respondent to the District) and incremental property and sales taxes; and
 - Maximizing community benefits, including affordable housing and job creation and/or apprenticeship programs for District residents, particularly for residents within 1-mile of the property.
- ii. Seeking the least amount of subsidy (either through a reduction in fair market value or through other District or federal public financing tools) to fill anticipated financing and/or investment gaps in the Project's capital structure.
- iii. Providing Ward 6 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.

Incorporation of Community Preferences

Teams should propose innovative, market-viable ideas for redevelopment of the building. The District encourages Teams to consider, in their vision, the Community Preferences detailed on page 4.

Higher ratings will be given to Respondents who design development programs that:

- i. Envision an innovative architectural design that establishes a signature gateway at the corner of 7th St. and R St. NW;
- ii. Incorporate a variety of retail options that include both neighborhood-oriented retail or services and destination retail;
- iii. Stimulate pedestrian activity, include vibrant streetscapes, and sustainably landscape the surrounding public space;
- iv. Maximize affordable housing for a range of income levels (if residential is proposed);
- v. Create a sustainable development that has a minimal impact on the environment and strives to achieve higher levels of green building than the minimum requirements (See Page 8);

- vi. Propose an active and accessible public space on Lot 0803; and
- vii. Create local hiring and business opportunities.

Project Financial Feasibility and Team's Financial Capacity

Teams whose responses satisfy the following criteria may be eligible for higher ratings:

- i. Demonstrate that they possess the financial resources to execute the project requirements;
- ii. Provide realistic and achievable funding plans, including sources and uses tables and multi-year pro-forma development budgets;
- iii. Display a willingness to provide the District with fair consideration for its real property assets. Land payment(s) to the District will be strongly considered;
- iv. Demonstrate significant investments of "at risk" capital during the pre-development and development process; and
- v. Exhibit a willingness to provide the District with a meaningful guarantee regarding payment and performance through final project completion.

Announcement of Short List

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

Best and Final Offer Submission

Upon review of the responses, DMPED and/or the Panel may, at its sole and absolute discretion, conduct discussions with all, or some, of the Respondents via "Best and Final Offer" submissions. If Respondents are asked to submit a "Best and Final Offer", Respondents are expected to adhere to the additional guidance provided by DMPED and submit a final revised proposal for DMPED's final consideration. Upon receiving the "Best and Final Offer", DMPED reserves the right to have additional rounds of requests for information, and conduct further discussions and negotiations if the Best and Final Offers lack adequate information to reach a final selection. At DMPED's sole discretion, Respondents may be asked to present their "Best and Final Offers" to the community to gain additional community feedback.

Final Selection & Notice

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

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

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

Post-Selection Due Diligence

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

Disposition Agreement & Approval

If one Respondent is thereby chosen for commencement of negotiations, the selected Respondent may be requested by the District to proceed to negotiate a disposition agreement. If the District and selected Respondent are unable to execute a disposition agreement within one hundred and twenty (120) days after the date of selection, the District, in its absolute and sole discretion, may terminate negotiations and select a different Respondent who responded to the RFP; re-issue the RFP; issue a modified RFP, or take such other measures as it deems reasonable, appropriate, or necessary. **All costs incurred by the Respondents in responding to this RFP and in performance of due diligence and predevelopment work shall be at Respondents' sole cost and expense. Under no circumstances shall the District be responsible for the reimbursement of any such costs.**

The District, through DMPED, and the selected Respondent will attempt to negotiate in good faith a disposition agreement which shall incorporate the requirements contained in this RFP, the Term Sheet (see Appendix D), and such other terms as may be required by DMPED or may be agreed to by DMPED and the selected Respondent. Upon completion of the parties' negotiation, DMPED will recommend such Respondent and proposed business terms to the Mayor. If the Mayor agrees with DMPED's recommendation, then the Mayor will submit the proposed transaction to the Council of the District of Columbia ("Council") for its approval of the disposition of the property in accordance with D.C. Official Code § 10-801 (2008 Supp.). **In accordance with D.C. Official Code § 10-801, the District is not authorized to convey or lease any real property unless and until authorized by the Council.**

TRANSACTION TERMS

Site Condition

As-Is Condition

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

Soil or Subsurface Conditions

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

Environmental Remediation

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

Predevelopment and Development Costs

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

- Respondents shall be solely responsible for all pre-development (including 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.
- Respondents shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time, including, without limitation.

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

RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

Reservation of Rights

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

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

Conflicts of Interest

Disclosure

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

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

On-going Reporting

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

Miscellaneous Provisions

Notice of Modifications

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

Change in Respondents' Information

If after Respondent has provided a response to the District, information provided in a response changes (e.g., deletion or modification to any of Respondents' team members or new financial information), Respondents 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 response, eliminate Respondents from further consideration, or take other action as the District may deem appropriate. The District will require similar notification and approval rights of any change to Respondents' response or Development Team following award, if any.

Ownership and Use of Responses

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

Restricted Communications

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

Selection Non-Binding

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

Confidentiality

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

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

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

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

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

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

Although DMPED will generally endeavor not to disclose information designated by Respondents as exempt information, DMPED will independently determine whether the information designated by Respondents is exempt from mandatory disclosure.

Moreover, exempt information may be disclosed by DMPED, at its discretion, unless otherwise prohibited by law, and the District shall have no liability related to such disclosure.

Non-Liability

By participating in the RFP process, Respondents 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.

Other Limiting Conditions

Withdrawal & Cancellation

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

“Stand-Alone” Projects

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

Disclosure of Fees

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

Restrictions

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

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

QUESTIONS

All questions regarding this RFP must be submitted via e-mail only to Parcel42@dc.gov. Respondents shall not direct questions to any other person within the District except as allowed elsewhere in this RFP. Responses to Respondent questions will be aggregated and posted on the DMPED website: <http://dmped.dc.gov/>.

APPENDIX A | FORM OF ACKNOWLEDGEMENT

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

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

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

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

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

APPENDIX B | SITE TOUR WAIVER, RELEASE, AND INDEMNIFICATION

I, _____,
(print name)

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

1. I acknowledge that the District of Columbia (the "District") is the owner of the real property known as Lots 0106 and 0803 in Square 0442, together with all improvements located thereon (the "Property").

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

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

_____, 2015 from _____ AM / PM – _____ AM / PM

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

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

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

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

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

9. I hereby agree that if any provision of this Release is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Release. The remaining provisions of this Release shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Release.

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

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

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

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

WITNESS:

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

APPENDIX C | SCHEDULE OF PERFORMANCE

(To be completed and submitted with Proposal)

Milestone	Completion Date	Party Responsible
Final Selection & Notice	Spring 2015	DMPED
Submission of Disposition Agreement and supporting exhibits for Council approval		Developer
Execution of Disposition Agreement (subject to Council approval of surplus and disposition legislation)		DMPED & Developer
Submission of Disposition Agreement Payment		Developer
Submission of application to the DC Historic Preservation Review Board		Developer
Permit Drawing Submission to DMPED		Developer
Permit Drawing Submission to DCRA		Developer
Building Permit Issuance		Developer
Closing and Submission of Closing Payment		Developer
Construction Commencement		Developer
Substantial Completion of Construction		Developer
Certificate of Occupancy Issued		Developer

APPENDIX D | STATEMENT OF MINIMUM BUSINESS TERMS

Disposition of Parcel 42 Property
(Square 0442, Lots 0106 and 0803)

Lessor	Government of the District of Columbia, acting by and through the Deputy Mayor for Planning and Economic Development (the "District")
Lessee/Purchaser/Developer	Entity Name: _____
Description of Real Property	The parcels of land known for tax and assessment purposes as Lots 0106 or 0803 in Square 0442 (the "Development Parcels").
Disposition Structure	The Development Parcels may be conveyed by the District to the Respondent via a ground lease term of no less than 50 years under DC Official Code § 10-801(b)(8)(C), or The Development Parcels may be conveyed by the District to the Respondent in fee (via Special Warranty Deed) pursuant to DC Code § 10-801(b)(8)(F). Respondent proposes the following Conveyance Structure: _____
Disposition Agreement Payment	In consideration of the District entering into the disposition agreement, Developer shall pay to District \$ _____ at the time of executing the disposition agreement (the "Disposition Agreement Payment"). The Disposition Agreement Payment shall be placed in escrow until Closing but shall not be refundable, except in event of District default under the Disposition Agreement.
Closing Payment	In partial consideration of the District's conveyance of the Development Parcels to the Developer, Developer shall pay to District \$ _____ at the time of Closing (the "Closing Payment"). The Closing Payment shall not be refundable.
Purchase Price (If fee simple acquisition)	Developer shall pay to District \$ _____ for fee simple conveyance of the property.
Purchase Price Payment	<i>Developer to propose payment structure of Purchase Price:</i>
Annual Base Rent (If ground lease)	Developer shall pay to District \$ _____ in annual base rent.
Annual Base Rent Escalation	Annual base rent shall increase by ___% on (i) the ___ anniversary of the Closing date and (ii) shall increase ___% every subsequent ___ anniversary of the initial rent escalation date during the term of the ground lease.
Rent Payment Terms	Rent payments shall commence at Closing. <i>Developer to propose annual payment terms:</i>
Fair Market Value (FMV) Annual Ground Rent Recalculations	Annual base rent shall be recalculated on every 10th anniversary of the commencement date of the ground lease during the term of the ground lease. Each recalculation shall be based on the then-current fair market value of the Development Parcel, determined by appraisal, which shall be equal to the product of (x) 100% of the appraised value, determined as if the Development Parcel were (1) encumbered by the ground lease, (2) unimproved by any improvements, and (3) to be used for the actual uses in place, multiplied by (y) the Rent Factor; provided that the annual base rent resulting from each recalculation shall not be greater than 120% or less than 100% of the preceding year's annual base rent.
Redevelopment and Operational Costs	The Developer shall be solely responsible for the costs of redevelopment and future operation of the Development Parcels. The Developer shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the Property, including, if applicable, possessory interest tax assessed under D.C. Official Code § 47-1005.01.

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

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

RESPONDENT:

BY: _____

Name:

Title:

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. Ste 317
 Washington D.C. 20007
 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: 1923 Vermont Avenue, NW and 912 U Street, NW – Development Team

Ladies and Gentlemen:

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

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

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

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

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

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

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

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

Truly Yours,

Authorized Signature

Name (printed)

APPENDIX F | UTILITIES DATA FOR AFFORDABLE HOUSING

US Department of Housing and Urban Development Section 8 Existing Housing Allowances for Tenant Furnished Utilities and Other Services					3/24/2015	
Washington, DC			High Rise			
Utility or Service	Monthly Dollar Allowance					
	EFF.	1BR	2BR	3BR	4BR	5BR
Heating						
a. Natural Gas	\$25	\$33	\$41	\$50	\$58	\$66
b. Bottle Gas						
c. Oil	\$56	\$75	\$93	\$112	\$131	\$149
d. Electric	\$67	\$90	\$112	\$135	\$157	\$180
Air Conditioning						
	\$8	\$11	\$14	\$17	\$20	\$22
Cooking						
a. Natural Gas	\$12	\$12	\$15	\$17	\$19	\$20
b. Electric	\$11	\$14	\$20	\$24	\$28	\$31
c. Bottle Gas						
Other Electric: Lighting, Refrigeration, etc						
	\$25	\$33	\$42	\$50	\$58	\$67
Water Heating						
a. Natural Gas	\$10	\$16	\$21	\$26	\$32	\$42
b. Electric	\$9	\$19	\$28	\$37	\$46	\$65
c. Bottle Gas						
d. Oil	\$10	\$20	\$30	\$40	\$50	\$70
Water						
	\$13	\$26	\$39	\$52	\$65	\$90
Sewer						
	\$15	\$30	\$45	\$61	\$76	\$106
Trash Collection						
Excess Charges						
Window Air Conditioner	\$7	\$7	\$7	\$7	\$7	\$7
Washer	\$7	\$7	\$10	\$12	\$14	\$16
Freezer	\$5	\$5	\$5	\$5	\$5	\$5
Dryer	\$7	\$7	\$11	\$13	\$16	\$18
Dishwasher	\$4	\$4	\$4	\$5	\$5	\$6
Name of Family	Utility or Service		Per Month			
	Heating					
	Air Conditioning					
	Cooking					
	Other Electric					
	Water Heating					
	Water					
	Sewer					
	Trash Collection					
	Range					
	Refrigerator					
	Other (specify)					
Address of Unit						
Number Of Bedrooms	Total					

* Cost per appliance per month based on an annualized cost derived from data from the U.S. Department of Energy's Efficiency and Renewable Energy Clearinghouse and the General Services Administration

** Washer and dishwasher charges will not be assessed until further notice.