



Northwest One

Square 0621, Lots 0246 and 0860

Release Date: September 22, 2016

Submission Deadline: December 15, 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: Lee Goldstein, Project Manager

REQUEST FOR PROPOSALS

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



- INTRODUCTION - 2 -
- PROJECT DESCRIPTION - 3 -
- OURRFP PROCESS AND FEEDBACK - 6 -
- DISTRICT OF COLUMBIA POLICY GOALS AND REQUIREMENTS - 8 -
- SOLICITATION PROCESS - 18 -
- EVALUATION PROCESS..... - 25 -
- TRANSACTION TERMS..... - 28 -
- RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS..... - 28 -
- QUESTIONS..... - 31 -
- APPENDIX A | FORM OF ACKNOWLEDGEMENT..... - 32 -**
- APPENDIX B | SITE TOUR WAIVER, RELEASE, AND INDEMNIFICATION - 33 -**
- APPENDIX C | SAMPLE SCHEDULE OF PERFORMANCE - 35 -**
- APPENDIX D | STATEMENT OF MINIMUM BUSINESS TERMS .- 36 -**
- APPENDIX E | FORM IRREVOCABLE LETTER OF CREDIT..... - 38 -**
- APPENDIX F | UTILITIES DATA FOR AFFORDABLE HOUSING ..- 40 -**
- APPENDIX G | KEY DEAL TERMS..... - 41-**
- APPENDIX H | BUDGET PRO FORMA (ATTACHED SEPARATELY)**

Questions regarding this Request for Proposals should be submitted via e-mail only to Lee.Goldstein@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 approximately 3.5 acres of land located at 1010-1024 North Capitol Street and 33 K Street, NW, known for taxation and assessment purposes as Lots 0246 and 0860 in Square 0621. The Site is a designated redevelopment area under the New Communities Initiative ("NCI"), a District of Columbia Government program designed to revitalize severely distressed subsidized housing and redevelop communities plagued with concentrated poverty, high crime, economic segregation, underperforming schools and underutilized public facilities. The Site includes the former site of Temple Courts, a 211-unit federally subsidized apartment complex. A special purpose entity of the District of Columbia Housing Authority ("DCHA"), Northwest One / Temple Courts Redevelopment Corporation ("NOTCRC"), acquired the property in 2007 with District funds and the building was demolished in 2008. The District, as a result, is obligated to return 211 units to the Northwest One area as replacements for the units that were demolished, and to further offer those units to former Temple Courts residents who have an existing right to return. The Northwest One area (bounded by North Capitol Street, New York Avenue, New Jersey Avenue, and K Street) was designated a New Community in 2005 and the Northwest One Redevelopment Plan ("the Plan") was approved and adopted by D.C. Council through the Northwest One / Sursum Corda Affordable Housing Protection, Preservation and Production Act of 2006. The goal of the Plan is to create a mixed-income, mixed-use community where residents have quality housing options, real economic opportunities and access to appropriate human services.

DMPED invites qualified Development Teams ("Respondents") to respond to this Request For Proposals ("RFP") for the disposition and development of Lots 0246 and 0860 in Square 0621 ("Development Parcels" or "Site"), totaling approximately 155,000 square feet of land (see Figures 1-2 for Development Parcel information in more detail) pursuant to a ground lease of no less than twenty (20) years or a fee simple transfer.

This solicitation is the fourth iteration of the District's OurRFP process. A Public Workshop Meeting, Online Public Engagement Forum, and Follow-up Public Meeting were completed in order to understand the community's preferences for the redevelopment of the Site. Based on feedback received through the OurRFP process, residents and community members desire a project that reflects the important value of the Site to the neighborhood and embodies the following characteristics:

- Affordable housing for low-income households within a mixed-income framework, that realizes the policy goals of the New Communities Initiative and the Northwest One Redevelopment Plan
- Larger, family-sized units that meet the housing needs of returning residents and the District's demographics as whole
- A quality design that fosters connections throughout the site and provides public and communal spaces for residents
- Non-residential uses on the ground floor and/or second level (commercial, office, community uses)
- Improved public realm and promotion of opportunities for both active and passive public uses

The Development Parcels are zoned RA-4, MU-4, and MU-5. 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. Any proposal should reserve the northern portion of the site for the anticipated future reconnection of L Street.

The Respondents that present the most innovative, comprehensive, feasible, and community supported solution may be "short listed" and/or a "best and final" (BAFO) 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 22, 2016
Pre-Response Information Session and Site Visit Location: TBD (will be posted to dmped.dc.gov)	October 17, 2016
2. RFP Response Submission Due Date (3:00 PM ET)	December 15, 2016
3. Selection recommendation Panel Interviews	January 2017

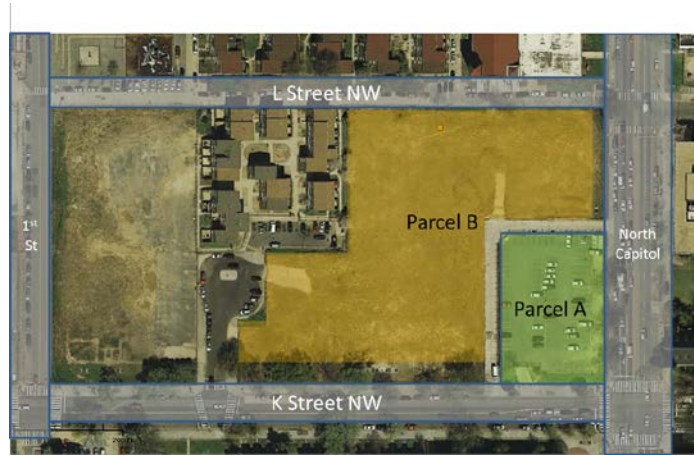
Community Presentation by Development Team Respondents	February 2017
Request for Best and Final Offer (If Applicable)	TBD
Best and Final Submission Due Date (If Applicable)	TBD
4. Final Selection of Development Team	Spring 2017*

**Subject to change.*

PROJECT DESCRIPTION



Figure 1: Development Parcel Maps



*Note: Maps are not to scale.

Parcel A

Location	1010-1024 North Capitol Street
Square	0621
Lot	0860
Total Square Footage	25,452 sq. ft. (approximately)
Owner	District of Columbia (DMPED)
Status	Parking lot on a monthly lease
Zone	MU-4
Adjacent Stakeholders/Property Owner	Gonzaga College High School

Parcel B

Location	33 K Street, NW
Square	0621
Lot	0246
Total Square Footage	125,164 sq. ft. (approximately)
Owner	Northwest One/Temple Courts Redevelopment Corporation (a subsidiary of the District of Columbia Housing Authority)
Status	Parking lot on a monthly lease
Zone	MU-5, and R-4
Adjacent Stakeholders/Property Owner	Gonzaga College High School; SeVerna; Mt. Airy Baptist, Turnkey Townhomes (DCHA), Sursum Corda Cooperative

Figure 2: Development Parcel Information.

Location: The Development Parcels are located in Ward 6 on the west side of North Capitol St NW and bounded by K St NW to the South, L Street NW to the North and abuts Lots 0244, 0247, and 0248 to the west. The Development Parcels are identified as lots 0246 and 0860, in Square 0621 in the Northwest One neighborhood of Washington, DC.

Ownership:

Parcel A is a vacant lot owned by the District.

Parcel B is a vacant lot and the former site of the Temple Courts Apartment building, a housing complex that consisted of 211 affordable rental units. The NOTCRC acquired the site with District funds in 2007 and the building was demolished in December 2008. Residents were relocated with assistance from DCHA and the New Communities human capital service provider. Relocated residents have the first priority to return to replacement units that are developed throughout Northwest One.

Frontage, Size, and Shape: The Development Parcels have frontage on its eastern side facing towards North Capitol Street NW, on its southern side facing towards K Street NW and on its northern side facing towards L St NW. The Development Parcels consist of approximately 155,000 sq. ft. The parcels are either rectangular or squared in shape.

Visibility/Access: The Development Parcels have good visibility from North Capitol Street and K Street, and direct access from three public streets: North Capitol to the east, K Street to the south, and L St to the North. There are multiple existing curb cuts around the perimeter of the site.

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:

The Development Parcels are located just blocks from Union Station and the United States Capitol. The property has excellent multi-modal transportation access due to proximity to multiple Metro stations, bus and circulator lines that have made the Development Parcels prime real estate. Additionally, the development parcels are located between two burgeoning neighborhoods known as NoMa and Mount Vernon Triangle. The Site is within blocks of three full-service grocery stores (Safeway, Harris Teeter, and Walmart), as well as several restaurants, and retail establishments.

Neighborhood Context:

The Site is at an important nexus between two burgeoning neighborhoods, NoMA and Mt. Vernon Triangle, and the Site fronts major transit corridors in close proximity to the US Capitol and Union Station. The redevelopment of Northwest One offers the opportunity to serve as a conduit between NoMA and Mt. Vernon Triangle, and create continuity and connections along K Street. The two adjacent neighborhoods are anchored by a variety of new businesses, offices, and residential development. The NoMA Business Improvement District ("BID") and Mt. Vernon Triangle Community Improvement District ("CID"), respectively, help oversee and facilitate planning and economic development work for the area. The redevelopment of the Northwest One site offers a transformational opportunity to connect these neighborhoods and activate a key corner parcel at the intersection of North Capitol and K Street, NW.

- **NoMa:**

Located just north of Union Station and only four blocks from the US Capitol, NoMa is rapidly transforming into one of the District's most exciting mixed use centers. As each new building in NoMa is constructed, the neighborhood's emergence as a vibrant mixed-use center comes closer to reality. A block east, First Street, NE, is fast becoming NoMa's central boulevard — a walkable, tree-lined main street complete with bike lanes, retail and pedestrian amenities anchored by DC's largest Harris Teeter. A former industrial area, this 35-block neighborhood will soon be home to more than 20 million square feet of high density, mixed use development, including thousands of new residential units interspersed with high rise office buildings and new hotels, restaurants, shops, and cafes. NoMa has approximately 3,800 units with another 960 currently under construction. NoMa is also the future site of a flagship REI. Between 2000 and 2015, home values in NoMa increased 244%. Many well-known private companies, nonprofits and government agencies call NoMa home, including CareFirst, Kaiser Permanente, American Medical Association, Mathematica, ATF, EEOC, the Department of Justice and the U.S. Department of Education. NoMa is also a growing hub for media companies with CNN, Sirius XM Radio, CQ-Roll Call and NPR's new headquarters.

- **Mt. Vernon Triangle:**

Mt. Vernon Triangle is an emerging downtown neighborhood offering an exciting mix of new places to live, work, shop, and dine. Location is everything for this 15-square block neighborhood on the East End of downtown within walking distance of the Washington Convention Center, Verizon Center and United States Capitol. With approximately 3,600 residential units, 1.2 million square feet of office space, and 150,000 square feet of retail space, Mount Vernon Triangle is now both a destination and growing neighborhood to live in. Furthermore, with 1,200 additional residential units in the pipeline, Mt. Vernon Triangle is on the fast track

for development. CityVista, a large mixed-use project with 685 residential units and 117,000 square feet of retail space, is the draw at 5th and K Streets, NW. Perennial DC favorites, such as Busboys & Poets restaurant, Taylor Gourmet, Mandu, Chipotle, sweetgreen, an urban lifestyle Safeway, 5th Street Ace Hardware, and Vida Gym draw a dynamic urban population. Mount Vernon Triangle is easily walkable and accessible. Public transit is abundant with four Metrorail stations (Mount Vernon Square-Convention Center, Gallery Place-Chinatown, Judiciary Square, and Union Station) ringing the neighborhood and extensive bus service, including the popular DC Circulator. Major roads serving The Triangle include K Street, Massachusetts Avenue, New York Avenue, and I-395.

Roles of the District and DCHA

DMPED

DMPED is the lead agency in the solicitation and redevelopment process, and will assist with coordination between the selected Team and District agencies, as well as DCHA, throughout the planning, design and implementation of the redevelopment. The District, through DMPED, will negotiate a disposition agreement for the Site (through long term ground lease or purchase). In addition, DMPED will coordinate with the NOTCRC Board of Directors to cause the disposition of Parcel B. Additional activities will include the following:

- **Planning:**
DMPED will convene government partners throughout the redevelopment process to aid in the navigation of key government agencies, processes and resources for the Team. DMPED will advise the Team on programming decisions to ensure that the District's New Communities goals are met.
- **Community Engagement:**
DMPED will work with DCHA and the Team on community engagement efforts to ensure the views of the residents, ANC Commissioners and community stakeholders are integrated into planning activities associated with the redevelopment.
- **Case Management:**
DMPED currently provides annual funding to support comprehensive case management services for former Temple Courts households under the Human Capital Program. Subject to annual funding allocation, DMPED will continue to provide case management funding during the implementation phase of the project.
- **Reentry Planning:**
DMPED will coordinate with DCHA, and the human capital case manager on developing and implementing a reentry plan for former residents of Temple Courts and Golden Rule.
- **Capital Funder:**
DMPED may provide capital subsidy to ensure feasibility of the proposed redevelopment in accordance with the affordable housing policies of the District of Columbia and the New Communities Initiative. In evaluating competing proposals, DMPED may consider the cost-benefits of different proposals in its ranking (e.g. public investment requested in relation to the public purpose benefits received, such as number of low-income households served). Teams are encouraged to be creative in their proposals (e.g. using cross subsidies and land value to minimize the public investment required.)

Northwest One / Temple Courts Redevelopment Corporation / DCHA

DCHA will support DMPED throughout the redevelopment process, and will advise DMPED and the Team during the planning and design phase.

- **HUD Coordination:**
DCHA will prepare and submit approvals required from the US Department of Housing and Urban Development ("HUD") as necessary.
- **DCHA Board of Commissioners Coordination:**
DCHA will prepare and submit approvals required from the DCHA Board of Commissioners as needed.

OURRFP PROCESS AND FEEDBACK

OURRFP Process

Successful development projects in the District hinge on the inclusion and support of the local community. Mayor Bowser's Administration created the OurRFP initiative to understand and incorporate community input early in the process of redeveloping publicly-owned land. The Site is located in Ward 6, and is centrally located in close proximity to Wards 2 and 5. The Site has been incorporated in the New Communities Initiative since 2005, and the neighborhood has experienced significant development and change over this period. For these reasons, the District determined this Site to be a prime candidate for the OurRFP process. As such, community preferences were considered before a solicitation for the Site was released.

The OurRFP process consisted of a Public Workshop Meeting, an Online Engagement Forum, and a Follow-Up Public Meeting. As part of the process, DMPED invited members of the community to engage in the process by canvassing the neighborhood, meeting and calling Advisory Neighborhood Commissioners, stakeholders, and neighbors, and inviting community members via email, online forums, listservs, and social media.

The first Public Workshop Meeting for the Northwest One site was held on June 21, 2016, and had approximately 40 attendees. After presentations regarding the OurRFP process and planning context for the Site, community participants had an opportunity to provide input on topics including housing, design and density, and ground floor and public space uses in small discussion groups. Each small group was paired with a District government employee to facilitate the discussion and record ideas from the community members. Each group reached consensus on three priorities and were asked to present the priorities they felt were the most critical to share to the larger meeting group.

In order to give those who were not able to attend the Public Workshop Meeting an opportunity to provide their thoughts on the redevelopment of the Site, DMPED created an Online Engagement Forum that mirrored the prompts in the exercise from the June 21st meeting. This online forum was advertised on DMPED's website, neighborhood listservs, and social media. DMPED also received handwritten comments, emails, and phone calls from community members and stakeholders interested in sharing their thoughts on the Site.

DMPED then analyzed the data collected from the Public Workshop Meeting and Online Engagement Forum and categorized the responses into the following elements: Housing Priorities, Design and Density, and Ground Floor and Public Space. DMPED then found common themes of community preferences within these elements to be further prioritized at the Follow-up Meeting.

The Follow-up Meeting, held on July 26, 2016, received over 65 attendees. DMPED began the Follow-up Meeting with a brief overview of the Site and summary of the first Public Workshop Meeting. DMPED then explained the elements and overarching priorities identified through the community input. These priorities are listed below:

Housing Priorities:

- Family-sized units
- Opportunities for homeownership
- Multigenerational housing
- Accessible units (for persons with disabilities)

Design and Density:

- Mix of architectural styles and elements (including historic, modern, contextual)
- Amenities for building residents (indoor/outdoor gathering spaces, computer access)
- Connections through the site (eliminate superblocks; provide pedestrian friendly access)
- Exceed Green Building requirements (add sustainable elements; maximize energy efficiency)
- Maximize density through a Planned Unit Development "(PUD)"

Ground Floor and Public Space:

- Neighborhood serving restaurants and retail (e.g. grocer, restaurant, convenience store)
- Neighborhood services (non-retail uses; e.g. gym, dry cleaner, daycare, medical, etc.)
- Active public spaces (playground, recreational opportunities, youth programming, splash park, picnic tables, grills)

- Passive public spaces (green space, seating/street furniture, public art)

DMPED then gave the Follow-up Meeting attendees the opportunity to further prioritize these themes. The results of this prioritization are described in the following section, "Community Preferences."

Community Preferences

DMPED's guiding priorities are to:

- Increase affordable housing;
- Grow the District's technology and innovation employment sector;
- Achieve significant progress on large-scale and neighborhood real estate development projects;
- Create a vibrant and competitive place for job creation, relocation, and growth; and
- Make DMPED a more open and transparent agency.

New Communities Guiding Principles are:

- One for One Replacement (of deeply subsidized affordable units)
- The Opportunity to Return/Stay (for current/former residents)
- Mixed-Income Housing (to end the concentration of low-income housing)
- Build First (to build new housing prior to demolition of existing housing)

DMPED is appreciative of all of the District residents that participated in the Northwest One OurRFP process and shared their priorities for the future of the Site. The feedback and data collected in this OurRFP process illustrated that many of the priorities identified by District residents align with DMPED's priorities. These community preferences are further described below.

Housing Priorities:

DMPED received a great amount of input, thoughts, and preferences from OurRFP participants regarding the populations that should be served by the housing created at the Site. Many participants expressed a passionate preference to maximize the number of affordable units, and to ensure that many of these units are affordable in perpetuity to low income households. The most salient priority that came out of the OurRFP Follow Up Meeting is a strong preference for larger, family-sized units to accommodate the needs of growing families and returning residents. Participants also expressed a desire for multigenerational housing, units accessible for persons with disabilities, and opportunities for homeownership. As such, *preference will go to proposals that include a significant portion of larger, family-sized units, and as much affordable housing above the 211 replacement units and the 30% minimum requirement for District dispositions as viable, targeting the lowest income bands.*

Design and Density:

DMPED also received significant input on design and density considerations for the redevelopment of the Site. OurRFP participants expressed a strong preference for incorporating connections throughout the site, making sure the development is pedestrian friendly, and the elimination of "super blocks." Participants also expressed a desire for the development to include ample amenities and public space for building residents, both indoor and outdoor. As such, *preference will be given to proposals that are designed to incorporate connections throughout the site and provide residents access to amenities and gathering space.*

Ground Floor and Public Space:

DMPED received input suggesting community preferences for creative non-residential ground floor uses and activation of public space. Participants expressed a desire for a mix of both neighborhood serving retail, neighborhood services, and/or community space within the ground floor space(s). In particular, community members expressed a desire for services to meet the demand of the new households, including educational, medical, and/or workforce development uses. Additionally, participants expressed a preference for public spaces with both active and passive uses for residents and community members to enjoy. As such, *preference will go to proposals that include opportunities for the activation of ground floor uses, such as retail or neighborhood services, and sustainable public space improvements that promote both active and passive use.*

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.

New Communities Initiative and the Northwest One Redevelopment Plan

The New Communities Initiative (“NCI”) is a comprehensive public-private partnership designed to improve the quality of life for families and individuals living in the Park Morton neighborhood in Ward 1, Barry Farm in Ward 8, Lincoln Heights/Richardson Dwellings in Ward 7 and Northwest One in Ward 6 through neighborhood revitalization.

New Communities began in 2005 as a local response to neighborhood redevelopment in the wake of federal budget cuts to housing revitalization programs and increasing crime and poverty in District neighborhoods. The New Communities Initiative planning process included government officials, residents, community stakeholders, advocates and technical advisors. Through a series of public meetings, working groups and charrettes, the vision and redevelopment plans for the New Communities Initiative were developed and adopted by D.C. Council.

The vision for the New Communities Initiative, including the Northwest One Redevelopment Plan, is the creation of vibrant mixed-income neighborhoods that address both the physical architecture and human capital needs, where residents have quality affordable housing options, economic opportunities and access to appropriate human services. Four (4) Guiding Principles lay the framework for the New Communities Initiative:

1. ***One for One Replacement*** of existing affordable units to ensure that there is no net loss of affordable housing units in the neighborhood. The District is committed to rebuilding the same number of affordable housing units that are demolished as a result of the redevelopment plan.

Northwest One Replacement Units: A total of 250 units have been demolished under the Northwest One plan (the Temple Courts Apartments, which was a former project-based section 8 building consisting of 211 units, and the Golden Rule Apartments, which was a former privately-owned affordable building consisting of 39 units). Under this RFP, the number of demolished units that must be replaced is 211. For the purposes of this RFP, respondents should assume a minimum of 211 replacement units targeted to households with a range of incomes at/below 30% of the Area Median Income (“AMI”); however, the ultimate development program will be determined through further analysis and planning to reflect the income levels of former residents of Temple Courts and Golden Rule, and as a result there may be a need for replacement units offered to households above 30% AMI.

2. ***The Opportunity for Residents to Return*** to the community to ensure that residents that have been displaced as a result of the redevelopment plan will have a priority to apply for new replacement units.

Northwest One Opportunity for Residents to Return: Former residents from Temple Courts and Golden Rule will have a priority to apply for the newly developed replacement units. The specific application protocol and criteria for replacement units within Northwest One will be developed in conjunction with DMPED, DCHA, the community, and the selected development Team.

3. ***Mixed-Income Housing*** to ensure the long term viability of the neighborhood and its current families, by providing a range of housing types and amenity options for a range of incomes.

Northwest One Mixed-Income Housing Approach: The unit mix to satisfy the replacement unit requirement of this RFP must include a minimum of 211 replacement units, which may be spread across Parcels A and B. For the purposes of this RFP, respondents should assume these units are at deep affordability (0-30% AMI). Beyond the replacement units, proposals should also include moderately affordable units at a range of income tiers at/or below 80% of the AMI. The number of affordable units and market rate units will depend on the overall programming and financing plan proposed; however, respondents are encouraged to exceed the requirement for 211 replacement units and create additional, moderately affordable housing. For Parcel A, respondents must comply with the requirements outlined in the Affordable Disposition of District Land for Affordable Housing Amendment Act of 2014 (D.C. Act 20-485) (“ADU Act”), which requires a minimum of 30% of all units to be affordable units at specified AMI thresholds. Any of the 211 replacement units planned for Parcel A may count toward fulfilling the requirements of D.C Act 20-485 on that parcel. While Parcel B is not technically subject to D.C. Act 20-485, respondents are encouraged to meet or exceed its requirements on

this parcel as well, and any of the 211 replacement units planned for Parcel B may count toward fulfilling the requirements. The units can include a mix of rental and for-sale.

4. The **Build First** Principal calls for new housing to be built prior to the demolition of existing housing to minimize displacement.

Northwest One Build First Approach: This principal has been satisfied in the New Communities Initiative with the development of the SeVerna Phase I (60 units total), SeVerna on K (133 units total) and 2M Street (314 units total).

Recommendations of the Northwest One Redevelopment Plan

In addition to the Guiding Principles above, the Northwest One Redevelopment Plan made detailed recommendations for improvements in housing, public facilities, urban design, parks and open space and transportation. Key elements of the physical revitalization plan for the Northwest One neighborhood include:

- Establishment of a vibrant new neighborhood that reflects the historic patterns and traditions of one of the most livable neighborhoods in the District of Columbia.
- New retail along K and North Capitol Streets including restaurants, dry cleaners, bookstores, and drugstores, as well as space suitable for a market or a small grocery store.
- Creation of a new neighborhood "main street" along K Street that links with the developing K Street promenade in Mount Vernon Triangle.
- New street patterns, including the reopening of L Street, low density buildings and public open spaces that provide neighborhood definition and create a sense of place appropriate for family living.
- New infill development along North Capitol Street which extends its identity as a grand avenue.
- Establishment of New Jersey Avenue as a new two-way neighborhood avenue with the new school and new housing fronting it and the Capitol as its vista.
- Preservation of many of the existing institutions within the neighborhood, including Perry School, Holy Redeemer Church, Mount Airy Baptist Church, St. Phillips Church, St. Aloysius Church and their attendant programs and services.

Since the development of the plan, New Communities has made several updates to clarify its intention for how all NCI developments should proceed and continue to build on its core principles:

100% Resident Success: NCI is striving for the success of all residents impacted by NCI developments. This means creating a clear and realistic path to success for every single resident. That means:

- Every resident is strongly encouraged to return/stay and thrive as an important part of their new mixed-income community.
- Every resident has both the opportunity and a path to return/stay.
- Every resident has access to all the information they need to make the best choice for them and their family.
- Every resident is offered the support needed for a successful relocation, whether temporary or permanent, and whether or not they choose to live in the new mixed-income community.
- 10 years from now, every original resident is stably housed and personally thriving, wherever they have chosen to live.

As part of NCI, a re-entry protocol is being developed for former residents to ensure all former residents have the opportunity to return to one of the replacement units:

WHO HAS A RIGHT TO RETURN?

- Residents have a right to return to a new unit if they lived at Temple Courts or Golden Rule at the time of their demolition in (2008).
- Residents have a right to return to a unit that fits their family size, which will be determined by who is on their lease at the time of return.
- Residents and other community stakeholders will decide through a community process which households will be offered units first, second, and so on.

HOW LONG DOES A RESIDENT'S RIGHT TO RETURN LAST?

- Residents keep their right to return until all units in all phases are built.
- If Northwest One is redeveloped in phases, residents do not lose their right to return if they are offered units in an early phase and do not take it.
- Once a resident moves into a new unit (including "Build First" developments to date, i.e. SeVerna I, SeVerna II, 2M Street), their right to return will be deemed to have been fulfilled. After that, any moves would be subject to availability.

WHAT IS THE CRITERIA FOR RETURNING?

Criteria to return to a new unit will be the same as or less stringent than the following:

- Work Requirements –No work requirements.
- Criminal Background –Applicants may be denied for the following 1) a felony conviction within the last 5 years; 2) a conviction for manufacturing methamphetamines; and/or 3) current requirement to register on the National Sex Offender Registry.
- Credit Screening –No minimum credit score to meet, but consideration of applicants' past rental history.
- Drug Screening – No drug screening requirements.

The new property manager of the redeveloped units must also follow these guidelines.

Proper noticing procedures should be followed to conform to the Uniform Relocation Act, but in the case of Northwest One residents have already been relocated offsite, though DMPED would anticipate notices and relocation assistance for residents moving back into redeveloped units.

The Respondent Team should consider this information in preparing their response, particularly in describing qualifications and/or an approach for human capital, community outreach and property management.

Key updates to the Northwest One Redevelopment Plan:

- **Sursum Corda:** The Sursum Corda Cooperative is a privately owned, limited equity cooperative, located adjacent to the Development Parcels included in this RFP. Sursum Corda was included in the Plan but has elected to chart its own redevelopment plan. Consequently, the 190 unit Sursum Corda development is no longer included in the redevelopment area as envisioned by the Northwest One Redevelopment Plan. The proposed redevelopment plan for Sursum Corda received first stage PUD approval to be redeveloped into a mixed-income, mixed-use community with approximately 1,142 residential units, 49,420 square feet of non-residential use, and 12,583 square feet of green space/park.
- **Clarification of the Mixed-Income Approach:** The Northwest One Redevelopment Plan called for a *target unit mix* that would create one-third of the units as deeply subsidized, one-third as moderately affordable, and one-third market rate. This target should serve as a guideline, not a rigid formula. While the RFP requires a minimum of 211 replacement units, respondents are encouraged to maximize the number of affordable units based on the economic feasibility of the overall programming proposed.

Achievements under the Plan:

Several elements of the Plan have been achieved, including:

- *SeVerna Phase I* - a 60 unit residential development consisting of low and moderate income units in a mix of midrise and townhome units. Opened January 2012.
- *SeVerna on K* - a 9-story, 133 unit multi-family development. The project includes affordable and market rate units. Opened Fall 2014.
- *2M Street Apartments* – a 314 unit mixed-income development. Opened Summer 2014.

- *The Walker Jones Education Campus*- a 100,000 sq. ft. educational campus consisting of a pre-kindergarten through eighth grade public school, public library and a public recreation/community center.

The Northwest One Redevelopment Plan can be found at: <http://dcnewcommunities.org/wp-content/uploads/2014/06/Northwest-One-Plan.pdf>

HUD Compliance (*Federal Requirements*)

Temple Courts, 33 K Street NW/ Square 621 Lot 246, was acquired by Northwest One/Temple Courts Redevelopment Corporation ("NOTCRC") in 2007 with funding provided through a grant agreement to NOTCRC. The grant agreement includes a Declaration of Covenants requiring 211 Extremely Low Income units to be constructed in the Northwest One area, and in accordance with the Northwest One / Sursum Corda Affordable Housing Protection, Preservation and Production Act of 2006. NOTCRC is a special purpose entity of the District of Columbia Housing Authority, whose Board of Directors is comprised of 1.) Deputy Mayor for Planning and Economic Development, 2.) Chair of DCHA Board of Commissioners, and 3.) Executive Director of DCHA.

Temple Courts was originally built and insured with a HUD 221(d)(3) mortgage. The mortgage was modified in 1984 and at that time terms were reset and a new Regulatory Agreement was entered into. The terms mandate the preservation of the 211 affordable units at Temple Courts through a use restriction that is in effect until 2024. HUD has indicated flexibility in dispersing the 211 units across additional properties, including Parcel A. HUD approval of the conveyance is required through its Transfer of Physical Assets process.

Planning and Zoning Framework

Comprehensive Plan:

The *Comprehensive Plan for the National Capital: District Elements*, the Comprehensive Plan Generalized Future Land Use Map and the Comprehensive Plan Generalized Policy Map are the legislatively-adopted general policy documents that provide guidance for the future development of the District of Columbia and serves as the basis for determining how areas within the District can be developed as related to design, density and program. The Comprehensive Plan can be found on the DC Office of Planning's website at <http://planning.dc.gov/page/comprehensive-plan>. Please note that the Comprehensive Plan is currently undergoing a new "Amendment Cycle" in 2016. As that cycle will likely take at least two years before new amendments or policies are adopted, the development proposals should assume the current Comprehensive Plan language and policies.

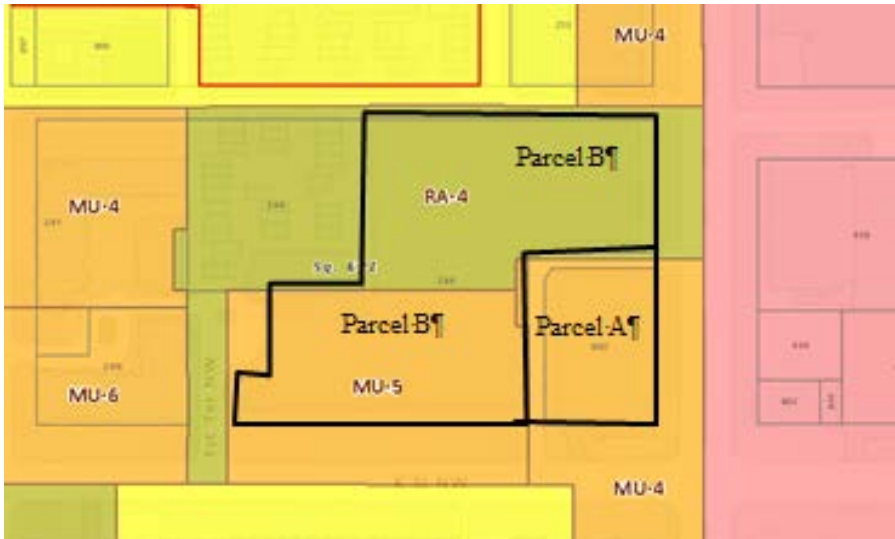
The Comprehensive Plan designates the property for moderate density residential, high density residential and a mix of high density residential and medium density commercial. Based on these designations and the recommendations of the Northwest One Redevelopment Plan to have high density buildings along North Capitol Street and K Street and lower density along L Street. The Comprehensive Plan *Generalized Future Land Use Map* designates the property for moderate density residential, high density residential and a mix of high density residential and medium density commercial. The *Generalized Policy Map* designates this site as a "Land Use Change Area." Land Use Change Areas are areas where ". . . change to the land use is anticipated." Further, "As Land Use Change Areas are developed, the District aspires to create high quality environments that include exemplary site and architectural design and that are compatible with and do not negatively impact neighborhoods. Programs to avoid and mitigate any undesirable impacts of development of the Land Use Areas upon adjacent neighborhoods should be required as necessary." The site is located within the Central Washington Area Element and the NOMA/Northwest One Focus Area. The Central Washington Area Element encourages the protection of established neighborhoods, but also recognizes a need for a variety of housing choices. Targeted policy guidance for the area also includes the following:

- Policy CW-1.1.4: New Housing Development in Central Washington recommends that within Northwest One ground floor retail and similar uses should be strongly encouraged within these areas to create street life and provide neighborhood services for residents. 1608.5
- Policy CW-1.1.5: Central Washington Housing Diversity recommends the maintenance of low-moderate income housing to keep Central Washington a mixed income community. 1608.6

- Policy CW-1.1.9: Neighborhood Serving Retail in Central Washington Retail in Central Washington recommends providing retail uses that also serve the local neighborhood and should include basic consumer goods like drug stores, and grocery stores, to supplement the major anchors and specialty shops. 1608.10
- Action CW-2.8.D: Northwest One New Community: Redevelop Northwest One as a mixed income community, including new market rate and subsidized housing, a new school and recreation center, a library and health clinic, and neighborhood serving retail space. Redevelopment of Northwest One should:
 - a. Restore the city street grid through Sursum Corda;
 - b. Emphasize K Street, NW as a “main street” that connects the area to NoMa and the Mount Vernon District.
 - c. Maximize private sector participation. 1618.17

Zoning:

The new Zoning Regulations, ZR16, approved by the Zoning Commission on January 14, 2016 went into effect on September 6, 2016 and therefore the redevelopment will be under the new regulations. The Zoning Regulations can be found on the Office of Zoning website at www.dcoz.dc.gov. The map below shows the current zoning designations and the table shows some of the zone allowances:



Parcel A

Zone	MU-4
Permitted	moderate-density mixed-use developments
FAR	2.5 3.0 (IZ) 1.5 (Non-residential)
Height	50 feet
Lot occupancy	60% 75% (IZ)

Parcel B

Zone	RA-4
------	------

Permitted	medium- to high-density residential.
FAR	3.5
Height/Stories	90 feet
Lot Occupancy	75%
Zone	MU-5
Permitted	Medium density, mixed use with emphasis on residential use.
FAR	3.5 4.2 (IZ) 1.5 (Non-residential)
Height/Stories	65 feet 70 feet (IZ)
Lot Occupancy	80% 80% (IZ)

The Comprehensive Plan designates the property for moderate density residential, high density residential and a mix of high density residential and medium density commercial. Based on these designations and the recommendations of the Northwest One Redevelopment Plan to have high density buildings along North Capitol Street and K Street and lower density along L Street it is possible that the development proposal would seek changes through a PUD and associated map amendments.

DMPED encourages respondents to consider a Planned Unit Development (“PUD”) in place of a matter-of-right approach in order to meet the numerous goals of the RFP, to make more efficient use of the various parcels, and to achieve economic viability with minimal amount of financial assistance from the District of Columbia. A PUD and map amendment may allow for a zoning change to increase the floor area ratio (“FAR”) and height over that permitted as a matter-of-right. A summary of the PUD process is available on the Office of Planning website, www.planning.dc.gov, or Respondents should refer to the Zoning Regulations, Subtitle Z, Chapter 3. For additional information regarding zoning for the Development Parcel, the PUD process, potential, or timing, please contact Joel Lawson at the Office of Planning at (202) 442-8802, or e-mail at joel.lawson@dc.gov.

Transportation Planning Framework

The District Department of Transportation’s (“DDOT”) commitment to building a safe and efficient transportation network will guide all review of transportation-related issues regarding development of the Site. The Site has excellent multi-modal transportation access, with multiple Metro Stations and bus lines nearby. The Site is about a half mile from the Union Station and NoMa/Gallaudet University Metro stations. Multiple bus lines in the vicinity provide excellent connectivity in all directions. The Site has excellent access to major District and regional roadways including North Capitol Street, K Street, and I-395.

DDOT expects several changes and enhancements to be made to the road network in the vicinity as part of any application. The historic L Street right-of-way is expected to be reestablished through the site to facilitate the creation of a standard DDOT street segment between North Capitol Street and First Street NW including a two way vehicular road, curbside vehicle parking on both sides of the street, sidewalks, and street trees. In addition, one north-south street constructed to meet current DDOT standards is expected to be created through the site to align with the proposed street network as part of the Sursum Corda Planned Unit Development (Zoning Commission Case No. 15-20). Vehicle site access is expected to be provided via an existing or new alley network and may be considered from the new north-south street or L Street. Vehicle site access from K Street or North Capitol Street is highly unlikely to be permitted. Loading must be accommodated with front-in/front-out maneuvers.

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 at the Policy, Planning, and Sustainability Administration Office, DDOT 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.

The re-established L Street and new north-south street from Sursum Corda are expected to be designed and constructed to current DDOT standards. This includes roadway cart path, curb & gutter, tree box/amenity zone area, sidewalk, and landscaping abutting to the building. Utility vaults are expected to be located on private property.

Respondents are encouraged to exhibit creative strategies for improving the sidewalk infrastructure and activating the public realm at the site. Such elements could include, but are not limited to: providing inviting set-backs along K Street, creating interesting and enticing pedestrian connections, programming interactive public spaces, displaying public art, incorporating green space, and setting up outdoor seating and/or café space.

The Respondent may refer to the District of Columbia Municipal Regulations and DDOT's Design and Engineering Manual (<http://ddot.dc.gov/page/design-and-engineering-manual>) for specific controls of public space. A summary can be found in DDOT's Public Realm Design Manual (<http://ddot.dc.gov/PublicRealmDesignManual>). In addition, the site is subject to the NoMa Streetscape Guidelines (<http://planning.dc.gov/node/582342>).

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

The amount and level of affordable housing should align with the policy goals of the New Communities Initiative and the Northwest One Redevelopment Plan, as detailed on pages 8-10. More specifically, the redevelopment should incorporate a minimum of 211 replacement units targeted to households earning 0-30% AMI. (*Note: The ultimate affordability levels for the replacement units will be determined through further analysis and planning to reflect the income levels of former residents of Temple Courts and Golden Rule, and as a result there may be a need for replacement units offered to households above 30% AMI.*) The redevelopment should also include a significant component of additional, moderately affordable units targeted to household earning 30-80% AMI. Both replacement and moderately affordable units should be incorporated into the overall development as part of a mixed-income program at the building level.

Replacement Unit Guidance:

Through the OurRFP process, DMPED received input reflecting a strong community preference for larger, family sized units. In response to this preference, DMPED encourages respondents to incorporate unit sizes and configurations that accommodate the needs of larger families. Former residents of Temple Courts and Golden Rule Center will have a priority to return to the replacement units. Based on recent census data provided by the NCI human capital service provider, Housing Opportunities Unlimited, there is a demonstrated housing need of former residents for larger units. Additionally, a number of households are multi-generational. More specifically, DMPED recommends the following larger unit size ranges, at a minimum, be included as part of the replacement unit mix:

Approximately 20-30% of replacement units at 3+ bedroom units

Approximately 5-10% of replacement units at 4+ bedroom units

These unit size guidelines are approximate ranges based on demographic data received at this time and should be used as minimum baseline assumptions for the RFP; however, DMPED recognizes that the ultimate unit mix and bedroom size will be an iterative process that will include additional analysis and collaboration and coordination with DCHA, the community, former residents, the NCI human capital provider, and the selected Team.

Affordable Housing Compliance and Calculations:

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 Area Median Income ("AMI") levels that are required by both the Disposition of District Land for Affordable Housing Amendment Act of 2014 (D.C. Act 20-485) ("ADU Act") and the Inclusionary Zoning provisions of the District of Columbia Zoning Regulations (11 DCMR §§ 2600 *et seq.*), as applicable. Under the ADU Act, proposals with residential components are required to provide 30% of the units to be affordable for the life of the building. As described above, the community has shown a preference for as much affordable housing above the 30% minimum requirement as viable, targeting the lowest income bands and including housing reserved for senior citizens, ADA-compliant units, and opportunities for homeownership.

Among other provisions, an 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, as well as being similarly sized to market units of the same type, have similar in-unit amenities, and access to all common-area building amenities. 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.

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 2016 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 may not exceed the Maximum Allowable Rent for an ADU (reference Chart 2). Appendix F ("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 April 2016

Household Size	100% AMI	80% AMI	60% AMI	50% AMI	30% AMI
1	\$76,020	\$60,816	\$45,612	\$38,010	\$22,806
2	\$86,880	\$69,504	\$52,128	\$43,440	\$26,064
3	\$97,740	\$78,192	\$58,644	\$48,870	\$29,322
4	\$108,600	\$86,880	\$65,160	\$54,300	\$32,580
5	\$119,460	\$95,568	\$71,676	\$59,730	\$35,838
6	\$130,320	\$104,256	\$78,192	\$65,160	\$39,096

Chart 2: Affordable Housing Rent Calculation Includes Monthly Utilities

Affordable Housing Rent Calculation	
$MAR = (AMI * DAL * OSF * 30\%) / 12 - MU$	
MAR	Maximum Allowable Rent
DAL	Designated Affordability Level
MU	Monthly Utilities (reference Appendix F)
AMI	Area Median Income at 100% for a 4 person household
OSF	Occupancy Standard Factor (reference Chart 3)

Chart 3: Occupancy Standard Factor for Affordable Housing Calculations

Occupancy Standard Factor		
Size of Affordable Unit	Occupancy Pricing Standard (Average Occupancy per Unit)	Occupancy Standard Factor
Efficiency/Studio	1	.7
1 Bedroom	1.5	.75
2 Bedroom	3	.9
3 Bedroom	4.5	1.05

Chart 4: Affordable Housing Sale Price Calculation

Affordable Housing Sale Price Calculation	
1. Determine the Maximum Monthly Payment:	
Maximum Monthly Payment = $((AMI * DAL * OSF * 30\%) / 12) - FEES$	
MSP	Maximum Sales Price
AMI	Area Median Income at 100% for a 4 person household
DAL	Designated Affordability Level
OSF	Occupancy Standard Factor (reference Chart 3)
FEES	Condominium Fees (\$0.61 per Square Foot), Homeowners Association Fees (\$0.10 per Square Foot), Real Property taxes at current real property tax rates assuming Homestead Deduction, and Monthly Hazard Insurance Fees for Single Family Homes = \$125.00
2. Use Maximum Monthly Payment to Determine the Affordable Mortgage assuming a conventional thirty (30) year, fixed-rate, fully amortizing mortgage at the national average mortgage rate as published by the Federal Housing Finance Agency at www.fhfa.gov plus a one and a half percent (1.5%) cushion to protect for future interest rate increases.	
3. Determine the Sale Price assuming a 5% Down Payment	
Maximum Sales Price = Affordable Mortgage / 95%	

Sustainability and Green Building Requirements

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

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

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

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

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

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

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

First Source

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 A.

Please contact DeCarlo Washington, Contract Compliance Monitor, at DOES at (202) 698-5772 or decarlo.washington@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”). A CBE Respondent selected is not required to comply with the 35% SBE subcontracting requirement if the entire development project is performed using its own organization and resources. 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, and if there are insufficient qualified SBEs to fulfill this requirement, then the requirement may be satisfied by contracting 20% of that dollar volume to any qualified CBEs. 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, pursuant to §2-218.49a of the CBE Act, set forth above. The District's Department of Small and Local Business Development ("DSLBD") determines which entities are certified 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.

Please contact Malik Edwards, Interim General Counsel, at DSLBD at (202) 727-4894 and malik.edwards@dc.gov should you require additional information regarding the CBE Act requirements.

Davis Bacon

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

Minimum Ground Lease Terms

Respondents should note that 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 Site. The Respondent shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the Site, including, if applicable, possessory interest tax assessed under D.C. Official Code § 47-1005.01. 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.

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/page/OurRFP_NW1

Pre-Response Information Session and Site Visit

DMPED will conduct an information session and introductory site visit on October 17, 2016, at 12:00pm. The location for the information session will be posted to the DMPED website. This session is strongly recommended for all Respondents.

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

12:00 pm – 12:15 pm: Arrive and Check-in
12:15 pm – 1:00 pm: Information and Q&A Session
1:00 pm – 2:00 pm: Site Walk

Respondents can RSVP by October 12, 2016, by emailing Lee.Goldstein@dc.gov with the name, organization, phone number, and email address of the attendee.

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

- Responses 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 "Proposal Contents" section. Each sub-section must be separated by tabs with sub-section headings.
- Responses must not exceed a total of one hundred twenty pages, including appendices, on sixty sheets of double-sided paper.
- Six (6) hard copies and one (1) electronic copy on flash/thumb drive.

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 Parcel, 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 outlined on pages 4-6 of this RFP; 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 shall identify the following key team entities:

.....
Development Partners *Identify any and all development partners for the project. Please identify (a) the decision making*
.....

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

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

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

Finally, Respondents shall provide an organization chart and information that clearly explains the relationship among team members, Certified Business Enterprise entities, their respective roles and contributions to the project, management structure, and the overall structure of team decision-making.

Tab 3: Litigation and Liabilities

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: Organizational Documents

Organization Status

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

Organizational Chart and Bios

Respondents shall provide an organizational chart showing key personnel from the primary entities (developers, tenants, etc.) and/or joint venture partners who will be working on the project and a brief biography of those key personnel that outlines qualifications and relevant experience. The chart shall include the percentage interest of each entity in the ownership structure.

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

Respondents 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. Respondents should include past projects that have comparable components – public and/or subsidized housing development or redevelopment; affordable development; mixed-income; and/or mixed-use. For each relevant project, Respondents 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. Consistency of project with one or more of the components listed above, including any specific experience targeting extremely- and very-low income households; inclusion of any organized community outreach, community building, resident services and/or supportive services activities; and/or experience temporarily relocating residents during the redevelopment and maximizing their return upon completion.
- vii. Period of performance;
- viii. Estimated total development costs, if project is not yet complete, OR actual total development costs, if project is complete;
- ix. Projected groundbreaking and completion date, if project is not yet complete, OR actual groundbreaking and completion date, if project is complete;
- x. Proposed OR actual financing structure of the project;
- xi. 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;
- xii. Illustrative materials that will help the District evaluate the caliber, innovation and relevant experience of the Development Team; and
- xiii. References (at least one per project), including names, mailing addresses, e-mail addresses, telephone numbers, and a letter authorizing each reference to respond to inquiries regarding the design, financing, development, disposition, or management of prior projects.

Tab 6: Project Concept

Respondents shall describe, in detail:

- i. The overall concept and vision for the Development Parcel and describe how the vision will integrate with and enhance the surrounding community that borders the Development Parcel;
- 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 Parcel and, if applicable, the following for each use:
 - a. If residential, unit type, size, and area median income band targeted;
 - b. Name of tenant or operator;
 - c. Current form of agreement with tenant or operator and Letter of Intent (LOI);
 - d. Approximate square footage and location of the use in the building;
 - e. Proposed hours of operation; and
 - f. Whether or not the use will be accessible at any time to the public.
- 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. If proposing a use on the Site that does not conform to the comprehensive plan, explain how Respondent will address this; 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 Parcel.

Tab 7: Community Preferences

Respondents shall describe how their proposed development plan(s) incorporates the OurRFP Community Preferences described on pages 6-7 this solicitation. At a minimum, each proposal should incorporate and address items (i) through (iii) below:

- i. As much affordable housing above the 30% minimum requirement as viable, targeting the lowest income bands and including housing reserved for senior citizens, ADA-compliant units, and opportunities for homeownership;
- ii. Design that incorporates connections throughout the site and provides residents access to amenities and gathering space; and
- iii. Includes opportunities for the activation of ground floor uses, such as retail or neighborhood services, and sustainable public space improvements that promote both active and passive use.

Tab 8: Affordable Housing

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, if any;
- 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 15);
- The number and total percentage of ADUs by AMI and unit size type and the amount and percentage of square footage devoted to ADUs; and
- The Respondent's proposed strategy for the marketing, operating and administering of ADUs in its project.

Tab 9: Human Capital & Community Building Plan

NCI approaches the physical redevelopment of its neighborhoods in tandem with approaches to human/support services and community engagement that seeks to develop neighborhoods responsibly and equitably – limiting displacement, preserving affordability, and acting as a catalyst for additional affordable development. NCI's human capital services and community building activities are as important as the physical redevelopment of properties in contributing to the overall viability of NCI neighborhoods. These activities are an opportunity to directly address challenges that extremely- and very-low income households may face in returning to and/or successfully maintaining a household in a mixed-income community. The Respondent's proposal shall detail a human capital and community building plan, inclusive of:

- A sustainable plan for providing and/or connecting residents to resident services and/or supportive services.
- Detail of strategies for community outreach activities, including to temporarily relocated households with an interest in returning to the redeveloped property(ies).
- A plan for a community building strategy or model to connect returning and new residents.

- The Respondent's commitment to and proposed strategy for preserving the safety net for extremely- and very-low income households typically offered by public and/or subsidized housing in a mixed-income development.

Tab 10: 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 Parcel including hard costs (including base building costs, contingencies, furniture, fixture, and equipment costs, etc.), softs costs (including architecture fees, engineering fees, professional service fees, development fees, etc.), historic rehabilitation costs, and acquisition and financing costs.
- Sources: A breakdown of all funds (including equity, debt, fundraised capital, non-District funding, etc.) to be obtained including Predevelopment, Construction, and Permanent Financing and the assumptions used to size them (including interest rates, amortization type, period and debt coverage ratio, tax credit amounts and pricing, and all other relevant source information) for the payment of the Uses in the project.

Tab 11: Project Development and Operating Pro Forma

Respondents shall provide a detailed development and operating pro forma for all income-producing uses proposed to be operated out of the project from pre-development through stabilization and for 15 years beyond the projected stabilization year. Respondents shall also submit the Budget Pro Forma, which can be found online at http://dmped.dc.gov/page/OurRFP_NW1. Please carefully review the instructions contained in the first tab of the Pro Forma. Respondents should also ensure responses in the Pro Forma are consistent with NCI's Key Deal Terms, detailed in Appendix G. Developer may provide as a separate attachment under this tab any additional information to qualify responses, particularly where they may not conform to Key Deal Terms. Should you have questions about the DMPED Pro Forma or Key Deal Terms, please contact Lee Goldstein, Project Manager, at Lee.Goldstein@dc.gov.

Additionally, Respondents may also submit a second detailed development and operating pro forma of Respondent's choice provided that an electronic version shall be provided and all Excel files are in original formatting, contain all original formulas (i.e., no hard coding) and have no hidden or locked sheets.

Tab 12: Proposed Financing Strategy

In determining economic feasibility, Respondents should take into account all available sources of financing (e.g., tax credits) or other private or federal assistance that may benefit the project. DMPED will not guarantee any public subsidy to fill any funding gaps or shortfalls, and Respondents will be evaluated in part on the size of such funding gaps. For the purposes of this RFP, respondents should assume the same amount of operating subsidy for the replacement units. The operating subsidy level is coded into the budget pro forma on the project website. However, securing sufficient operating subsidy will be a separate process and will be the sole responsibility of the selected Team. Respondents should provide:

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

Tab 13: 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 Development Parcel.

Tab 14: 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 15: 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 Parcel for the District's consideration.

Tab 16: 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 17: First Source, Certified Business Enterprises, and Local Hiring

First Source & Certified Business Enterprises

Respondents must complete the Form of Acknowledgement attached as Appendix A. Please refer to the "District of Columbia Policy Goals & Requirements" section of this RFP for details regarding the First Source Agreement and 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.
- iii. *Section 3 requirements may apply if federal funds are contemplated for the project.*

Tab 18: 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 Site 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 19: 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 or one page “flyer.”

Deposit

Amount: \$100,000
Format: Standby, irrevocable letter of credit (See Appendix E 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

Six (6) hard copies and one (1) electronic version on a flash/thumb drive in PDF and Excel formats, of the response and the Deposit, must be submitted by 3:00 P.M. on Thursday, December 15, 2016. Such responses must be identified by “Northwest One– 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: Lee Goldstein, 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

Responsive proposals will demonstrate that the Respondent has (i) a proposed use(s) for the Development Parcel that are consistent with District’s Policy Goals and Requirements, New Communities Guiding Principles, and the Community Preferences identified through the OurRFP Process; and (ii) the financial capacity and ability to successfully close the transaction and offer an attainable redevelopment timeline to convert the Development Parcel to its optimal utility.

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

Attainment of District Goals

The District will more highly rate proposals that provide:

- i. Mixed-income and affordable housing beyond the 30% minimum requirement and 211 replacement units as economically viable, targeting the lowest income bands
- ii. Full and feasible Human Capital and Community Building plan
- iii. Strategy(ies) for maximizing return of original Temple Courts and Golden Rule residents to the neighborhood
- iv. Reconnection of L Street to its historic right of way
- v. Maximization of density through a Planned Unit Development,
- vi. Sustainable and energy efficient development that exceeds Green Building Act requirements.
- vii. Mixed-use, mixed-tenure, and mixed-type development
- viii. High architectural design quality that respects the historic North Capitol viewshed
- ix. Efficient development timeline with limited phases
- x. Innovative landscape and streetscape designs
- xi. Accessible public and open space
- xii. Transit-oriented development that reflects the Site's adjacency to multiple public transit options

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

- i. Maximizing the overall economic benefit to the District, including:
 - Maximizing the development envelope such as through modification of current zoning;
 - Maximizing value to the District through incremental property and sales taxes and/or land value proceeds (paid by Respondent to the District); 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 Site.
- ii. Seeking the least amount of subsidy (either through a reduction in land value, use of other financing tools or programs, etc.) to fill anticipated financing and/or investment gaps in the Project's capital structure. Competitive proposals will maximize developer contribution to the project through additional soft sources, sponsor equity, etc.
- iii. Providing District and 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--OurRFP

Teams should propose innovative, market-viable ideas for redevelopment of the property. The District encourages Teams to consider, in their vision, the Community Preferences detailed on page 7.

Project Financial Feasibility and Team's Financial Capacity

Teams whose responses satisfy the following criteria may be eligible for stronger evaluations:

- 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 (15 years);
- 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 her absolute discretion, may accept the recommendation. Upon acceptance of a recommendation by the Mayor, DMPED shall notify the selected respondent(s), if any. Ultimately, the Mayor will submit the proposed transaction to the Council of the District of Columbia ("Council") for its approval in accordance with applicable District law (see the "Disposition Agreement & Approval" section in this RFP for more details).

DMPED reserves the right, at its sole and absolute discretion, to reject any proposal it deems incomplete or unresponsive to the submission requirements. DMPED also reserves the right, at its sole and absolute discretion, to reject all proposals and re-advertise at a later date. If a submission is deemed incomplete, then Respondents' letter of credit will be returned. In the event that DMPED determines 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. DMPED will coordinate with the Board of Directors of the NOTCRC for final selection.

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 Site.

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 eighty (180) 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. The disposition and conveyance of Parcel B will require approval by the NOTCRC.

TRANSACTION TERMS

Site Condition

As-Is Condition

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

Soil or Subsurface Conditions

Notwithstanding prior studies available for Respondents' review, the District makes no representations regarding the character or extent of soil or subsurface conditions or the conditions and existence of utilities that may be encountered during the course of any work, development, construction or occupancy of the 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 possible demolition of existing improvements, environmental remediation costs and due diligence studies such as traffic, geotechnical, storm water management, historic preservation reviews, and other site preparations) and project development costs.
- 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 (Sample 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; and
- 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 and DCHA:

- 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 and DCHA 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, and DCHA 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, and DCHA officer or employee to violate the rules of ethics governing the District, and DCHA 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 a 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 Parcel 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 Site is expected to be a “stand alone” project, in that Respondents are prohibited from cross collateralizing and cross defaulting the Site, 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 Site 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 and DCHA 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 or DCHA 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 or DCHA 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 Lee.Goldstein@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/> prior to the submission deadline.

APPENDIX A | FORM OF ACKNOWLEDGEMENT

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

Respondent hereby acknowledges that, if selected by the District to negotiate a disposition agreement, Respondent will enter into a Certified Business Enterprise ("CBE") Agreement with the District's Department of Small and Local Business Development ("DSLBD"). Pursuant to D.C. Official Code §10-801(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 1010-1024 North Capitol Street or Lot 0860 in Square 0621, with all improvements located thereon (the "Property"). I acknowledge that the Northwest One / Temple Courts Redevelopment Corporation ("NOTCRC") is the owner of the real property known as 33 K Street NW or Lot 0246 in Square 0621, 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:

_____, 2016 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, and DCHA, 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, and DCHA, its officials, officers, employees, or agents for which I bear responsibility as expressly provided under this Release, upon written notice from the District, and DCHA, I shall, pay any fees, costs or expenses incurred by the District, and DCHA, 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, and DCHA, 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 | SAMPLE SCHEDULE OF PERFORMANCE

(To be completed and submitted with Proposal)

Milestone	Completion Date	Party Responsible
Final Selection & Notice	Spring 2017	DMPED
Submission of Disposition Agreement and supporting exhibits for Council approval		DMPED & 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 Zoning Commission (if applicable)		Developer
Permit Drawing Submission to DMPED		Developer
Permit Drawing Submission to DCRA		Developer
Building Permit Issuance		Developer
Closing and Submission of Closing Payment (maximum of two years from Council approval)		Developer
Construction Commencement		Developer
Substantial Completion of Construction		Developer
Certificate of Occupancy Issued		Developer

APPENDIX D | STATEMENT OF MINIMUM BUSINESS TERMS

Disposition of Northwest One
(Square 0621, Lots 0246 and 0860)

Lessor/Seller	Government of the District of Columbia, acting by and through the Deputy Mayor for Planning and Economic Development (the " District "), and/or the Northwest One Temple Courts Redevelopment Corporation (" NOTCRC ") as appropriate with respect to Parcel B (Lot 0246).
Lessee/Purchaser/Developer	Entity Name: _____
Description of Real Property	The parcels of land known for tax and assessment purposes as Lots 0246 and 0860 in Square 0261 (the " Development Parcel ").
Disposition Structure	The Development Parcel may be conveyed by the District to the Respondent via a ground lease term to be determined, but no less than 20 years under DC Official Code § 10-801(b)(8)(C), or, the Development Parcel 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 Timeline	The disposition timeline must be consistent with DC Code § 10-801, and is to occur within two years of Council approval of the Land Disposition Agreement.
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 Parcel 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 Development Parcel.
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>
Redevelopment and Operational Costs	The Developer shall be solely responsible for the costs of redevelopment, including predevelopment costs, and future operation of the Development Parcel. The Developer shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the Development Parcel, including, if applicable, possessory interest tax assessed under D.C. Official Code § 47-1005.01.
Conditions of Closing	In addition to the other District standard conditions of Closing, the District's obligation to convey the Development Parcel is conditioned upon:

	<ul style="list-style-type: none"> • The District's sole 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.
Developer Financing	Developer shall be responsible for obtaining financing and equity to fund 100% of the Development Program, including all costs associated with predevelopment. The District agrees to cooperate with Developer in connection with Developer's proposed financing of the Development Program pursuant to a project funding plan (approved by the District). The District shall not be obligated to extend any additional loan to Developer or grant any funds to Developer in connection with the financing of the Development Program by Developer, and the District shall incur no liability whatsoever should Developer fail to obtain or close on financing for the Project.
Affordable Housing	In the event that the Development Parcel is 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"). Respondent proposes _____% of the housing units will include affordable units, with _____% at _____% AMI; _____% at _____% AMI; _____% at _____% AMI.
Green Building Requirements	Developer shall construct the project improvements in accordance with the <i>Green Building Act of 2006</i> , D.C. Official Code § 6-1451.01, <i>et seq.</i> (2007 Supp.) and DC's Stormwater Management Program stated in 21 DCMR, Chapter 5. In addition, Developer must submit with its building permit application a LEED checklist indicating that the Improvements are designed to include sustainable design features such that the Improvements meet the standards for certification as a LEED building the appropriate LEED certification level per to the requirements of the Green Building Act. Developer must also register the building with the U.S. Green Building Council, must construct the Improvements in accordance with the building permit, and must use commercially reasonable efforts to obtain LEED certification at the appropriate LEED certification level per to the requirements of the Green Building Act for the Improvements once construction has been completed. Complete per Proposal: Respondent proposes to deliver a project with the following sustainability considerations/green building level: _____
Design Review	District shall have the right to approve project plans and drawings related to the design, development, and construction of the improvements on the Development Parcel to ensure the quality and compatibility of the proposed improvements.
Post-Closing Requirements	Developer shall be bound by the requirements of a Construction & Use Covenant and the Land Note to be attached to the Disposition Agreement, which may be amended with the approval of the District.

The terms of the disposition and ground lease or fee simple transfer 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 and Title:

APPENDIX E | FORM IRREVOCABLE LETTER OF CREDIT

ISSUER:
[Name of bank]
[Bank address]

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

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

Beneficiary

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

Applicant

[Name of developer]
[Address of developer]

AMOUNT: \$[Letter of credit amount]

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

PROJECT: Northwest One

Ladies and Gentlemen:

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

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

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

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

may be deposit of immediately available funds into an account designated by Beneficiary. As used herein, the term "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institution in the District of Columbia are authorized or required by law to close.

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

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

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

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

Truly Yours,

Authorized Signature

Name (printed)

APPENDIX 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					4/1/2016	
Washington, DC			High Rise			
Utility or Service	Monthly Dollar Allowance					
	EFF.	1BR	2BR	3BR	4BR	5BR
Heating						
a. Natural Gas	\$24	\$32	\$40	\$48	\$56	\$64
b. Bottle Gas						
c. Oil	\$52	\$69	\$86	\$103	\$121	\$138
d. Electric	\$72	\$96	\$121	\$145	\$169	\$193
Air Conditioning	\$9	\$12	\$15	\$18	\$21	\$24
Cooking						
a. Natural Gas	\$11	\$12	\$15	\$17	\$19	\$20
b. Electric	\$12	\$15	\$21	\$26	\$30	\$33
c. Bottle Gas						
Other Electric: Lighting, Refrigeration, etc	\$27	\$36	\$45	\$54	\$63	\$72
Water Heating						
a. Natural Gas	\$9	\$15	\$21	\$26	\$31	\$41
b. Electric	\$10	\$20	\$30	\$40	\$50	\$70
c. Bottle Gas						
d. Oil	\$9	\$18	\$28	\$37	\$46	\$65
Water	\$13	\$26	\$39	\$52	\$65	\$90
Sewer	\$17	\$35	\$52	\$70	\$87	\$122
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					
Address of Unit	Other (specify)					
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.						

APPENDIX G | KEY DEAL TERMS

Item	NCI Guideline
Development Costs	DMPED will conduct an independent cost review and HUD 221(d)(3) per unit limitations will be used to determine reasonableness of project costs and comparability with similar structures and projects.
Construction Contingency	Construction contingency will be limited to 10% at application. However, projects must close with a 5% contingency.
Overhead, Profit and GC	Contractor overhead, profit and general conditions will be limited to a maximum of 14% of hard costs.
Developer Fee	<p>Cash fee per building limited to the lesser of the following calculations:</p> <ul style="list-style-type: none"> • 12% of project costs, excluding development fee and reserves • \$3 million with an additional \$15,000 fee per unit above 100 units • The sum of 12% on the first \$20 million of TDC, 10% on the next \$10 million of TDC, and 5% on any amounts above \$30 million <p><i>The Developer Fee may escalate to 15% of TDC on selected calculation if the additional fee is deferred and used to claim additional tax credit basis.</i></p>
Loan Fees	Reasonable based on similar projects.
Soft Cost Contingency	Reasonable based on similar projects, not to exceed 5%.
Agency Fees	Consistent with agency requirements.
Other Cost Items	Reasonable based on similar projects.
Operating Reserve	Capitalized operating reserve shall not exceed 6 months of operating expenses, replacement reserves, and must-pay debt service
Replacement Reserve	Minimum of \$350 per unit per year.
Additional Reserves	Reasonable based on lender and investor requirements and similar projects.
Vacancy	Not to exceed 5% for deeply subsidized units; 7% for other affordable and market-rate units

Item	NCI Guideline
Tax Credit Pricing	Competitive with market; subject to adjustment by DMPED during underwriting
Supportable Debt	Should be based on vacancy and debt coverage guidelines.
Debt Coverage Ratio	Not to exceed 1.2x debt service coverage in Year 1 and 1.5x debt service coverage in Year 15
Operating Costs	Must be reasonable in light of project comparables, but in no event less than \$4,000 per unit per year and no more than [\$7,000] per unit per year, excluding supportive services.
Trending	Income trended at 2% per year for affordable units, market rate unit escalation consistent with the market; expenses trended at 3% per year.
Construction Financing	Must be reasonable based on market conditions and similar projects.
Tax Exemption	No tax exemption or abatement should be assumed unless it is already allowed under current law.
Draw Schedule	Include schedule showing sources and uses through later of permanent loan conversion and last equity installment.
Operating Proforma	Include 15-year operating proforma demonstrating minimum of breakeven cash flow at end of tax credit compliance period.
NCI Loan Terms	<ul style="list-style-type: none"> • 40 year term • 40 year amortization • 3% simple interest on outstanding principal
Loan Repayment	Repayment of NCI loans will be made from annual cashflow immediately following repayments of hard debt. Payments to be structured as 75% of cash flow, beginning in Stabilized Year 1, or debt service based on terms, whichever is less.

**Terms subject to change, per DMPED notification.*