

MLK Gateway Community

1909 - 1913 Martin Luther King Jr. Avenue, SE
Square 5770, Lot 0829

1201 – 1215 Good Hope Road, SE
Square 5769, Lots 1017, 0847, 0867, 0866, 0864

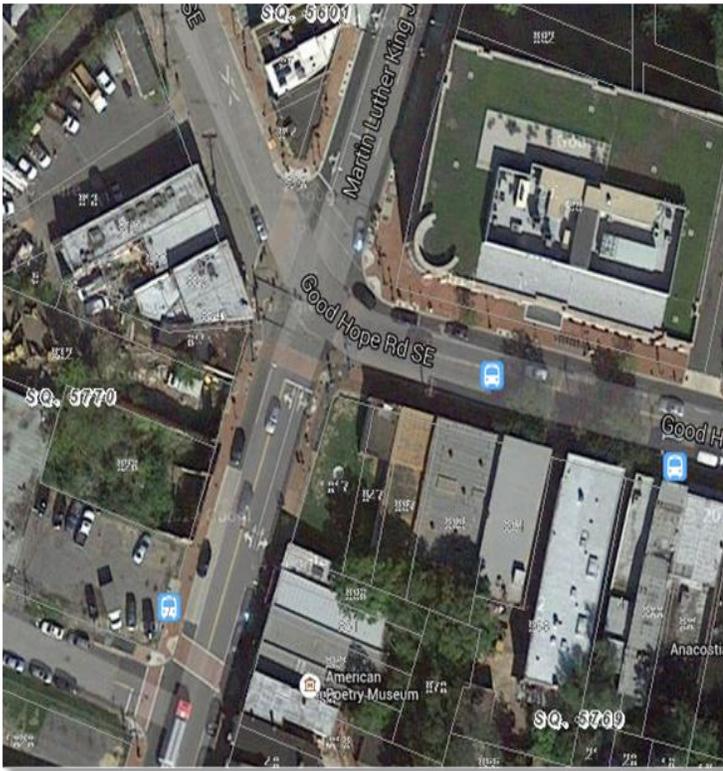
A Grand Entrance to historic Anacostia DC

Release Date: April 17, 2015

Submission Due Date: June 16, 2015

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: Lavar Youmans, Project Manager



REQUEST FOR EXPRESSIONS OF INTEREST

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

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

PROJECT DESCRIPTION

The Opportunity

The Government of the District of Columbia (“District”), through the Office of the Deputy Mayor for Planning and Economic Development (“DMPED”) and the Department of Housing and Community Development (“DHCD”), invites developers and development team(s) with experience in small to medium scaled developments (“Respondents”) to respond to this Request for Expressions of Interest (“RFEI”). The purpose of the RFEI is to identify Respondents who have a creative vision, demonstrated experience, and the organizational and financial capacity to plan and implement a mixed-use and mixed-income development at 1909 – 1913 Martin Luther King Jr. Avenue, SE and commercial or mixed-use and mixed-income development at 1201 – 1215 Good Hope Road, SE. The partnership between DMPED and DHCD create a unique opportunity where the developer(s) and development team(s) work together with both agencies that support the idea of economic development revitalizing underserved communities.

This revitalization must begin at the intersection of Good Hope Road and Martin Luther King, Jr. Avenue, SE, which is the original gateway into historic downtown Anacostia, where DHCD’s new office building is juxtaposed against much older vacant and under-utilized properties. DMPED and DHCD seek qualified Respondents who propose to provide a catalytic project that will aide in the revitalization of the Historic Anacostia neighborhood located in Ward 8. The dual agency partnership supports the concept of creating vibrant and stable neighborhoods, while rebuilding retail corridors and working hard to ensure that every investment in the Anacostia Corridor yields real benefits for residents and local businesses.

A high priority has been placed on aiding the redevelopment efforts for the 1900-1913 block of Martin Luther King Jr. Avenue, SE. (Lot 0829 in Square 5770) (the “1900 MLK Site”) and 1201 – 1215 Good Hope Road, SE (–Lots 1017, 0847, 0867, 0866, and 0864 in Square 5769) (the “1201 GHR Site”, together, with the 1900 MLK Site, the “Sites”), which serve as the gateway into historic Anacostia and the community’s retail district. The Sites also serve as a gateway to the downtown area via the 11th Street Bridge. The Sites sit along a “Great Streets” corridor, across the street from the Anacostia Gateway office building and just a short walk away from the Barry Farm New Communities Initiative redevelopment area. Respondents submitting responses to the RFEI should provide complete and accurate assessments for the Sites in isolation of any specific potential future user of the Sites.

Upon receipt of responses to the RFEI the District will then invite short listed Respondents to respond to an RFP. Respondents will be invited to provide a request for proposals, and then a Respondent will be selected. The District will not consider proposals for a portion of the site.

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 in the District’s sole discretion and without prior notice.

*Selection Process Timetable**

1. Issuance of RFEI	April 17, 2015 May 1, 2015
*Pre-Response Conference and Site Tour Time: 10:00 AM- 11:00 AM Location: Department of Housing and Community Development Housing Resource Center Conference Room 1800 Martin Luther King Avenue SE, Washington, DC 20020	
2. RFEI Response Submission Deadline (3:00pm)	June 16, 2015
3. Selection Recommendation Panel Convenes	June/July 2015
4. Notification of Short-Listed Respondents (if applicable)	July/August 2015
Interviews (if applicable)	July/August 2015
Community Presentation by Respondents	July/August 2015
Request for Best and Final Submission (if applicable)	July/August 2015
Best and Final Submission Due (if applicable)	July/August 2015
5. Issuance of RFP to Short-Listed Respondents	September 2015

**Subject to change*

Neighborhood Context

Anacostia is one of Washington’s oldest and most famous communities. Its historic downtown is located at the intersection of Good Hope Road, SE and Martin Luther King Jr. Avenue, SE. This neighborhood is bounded on the north by Good Hope Road, SE, on the east by Fort Stanton Park, on the south by Morris Road, SE, and on the west by Anacostia Park East. Anacostia is comprised of both the historic district of Old Anacostia as well as the remainder of the traditional neighborhood of Anacostia outside of the historic district. It includes the traditional neighborhood commercial main streets of Good Hope Road, SE and Martin Luther King Jr. Avenue, SE, and the National Park Service sites of Anacostia Park East and the Frederick Douglass Home.

Martin Luther King, Jr. Avenue, SE is a prominent arterial street that connects several east-of-the-river areas, including Anacostia, Barry Farm, Bolling Air Force Base, and Congress Heights.

Anacostia’s proximity to the Anacostia River waterfront provides a great deal of significance and momentum for future redevelopment opportunities. Development projects, such as the St. Elizabeth’s East and West Campuses, Sheridan Station, and Barry Farm, combined with new major commercial development at the Anacostia Gateway, are helping to create a new employment center that will bolster retail attraction efforts for an emerging main street district along Martin Luther King, Jr. Avenue and Good Hope Road, SE.

Several planning initiatives have taken place in or adjacent to Anacostia. The primary goal of these plans is to revitalize the housing and commercial stock and to improve the neighborhood amenities within Anacostia. These plans include:

- 1) The Great Streets Initiative Framework Plan of 2005, Martin Luther King, Jr. Avenue, SE:
<http://dmped.dc.gov/DC/DMPED/Programs+and+Initiatives/Great+Streets/Martin+Luther+King+Jr.+Avenue+SE+and+South+Capitol+Street+Great+Streets+Initiative>

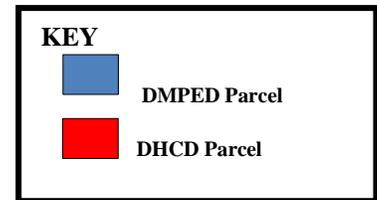
- 2) Barry Farm/Park Chester/Wade Road New Communities Initiative Plan 2006:
<http://dcbiz.dc.gov/DC/DMPED/About+DMPED/Publications/Barry+Farm+Park+Chester+Wade+Road+Community+Revitalization+Plan>
- 3) Retail Action Strategy and Roadmap of 2010:
(<http://dc.gov/DC/Planning/Across+the+City/Other+Citywide+Initiatives/Retail+Action+Strate>)
- 4) ULI Washington-Anacostia Gateway Panel Report of 2010:
http://washington.uli.org/wpcontent/uploads/2011/06/Anacostia-Gateway_TAP_FINAL.pdf
- 5) Anacostia Transit Area Plan and ASAP of 2004:
(<http://dc.gov/DC/Planning/In+Your+Neighborhood/Wards/Ward+8/Small+Area+Plans+&+Studies/Anacostia+Transit+Area+Strategic+Investment+Plan>)

Sites Overview

Property Description

The 1901 MLK Site was previously improved with a brick and stucco commercial building with two stories located above-grade and partial basement located below-grade that was constructed approximately in 1905. The building originally contained approximately 8,263 square feet of gross building area and was designed as three distinct commercial units with separate store front entrances. After decades of neglect and a massive fire, both the roof and upper floors collapsed. The 1901 MLK Site is a rectangular shaped lot containing 5,400 square feet with approximately 54 feet of street frontage.

The 1201 GHR Site comprises a small portion of unimproved land, and single and two story masonry brick structures with open floor plans. The 1201 Site previously contained a hardware store, grocer, drug store and bank. DHCD is in the process of stabilizing the buildings.



	DMPED Parcel	DHCD Parcel(s)
Location	1909, 1911, 1913 Martin Luther King Jr. Avenue, SE	1201-1215 Good Hope Road SE, SE
Square	5770	5769
Lots	0829	1017,0847,0867,0866,0864
Total Square Footage of Land	5,400	13,287
Zone	C-3-A (Commercial)	C-3-A (Commercial)

District of Columbia Policy Goals & Requirements

Historic Preservation & Rehabilitation

Bricks from the historic MLK frontage façade should be incorporated in the redevelopment. Respondents should address the restoration of the existing façade of the buildings on the 1201 GHR Site that will be compatible with the character of the historic district. Respondents shall produce drawings for the 1201 GHR Site that show the existing condition of the building and roof and any structural repairs required for the roof, façade and other structural components of the building. Respondents are encouraged to consult with the Historic Preservation Office within the Office of Planning early in their project planning, which can provide guidance and direction on the preservation review process. New construction will require review by the Historic Preservation Review Board. For guidance on redevelopment, please contact Tim Dennee of the Historic Preservation Office for information on the historic preservation process at 202-442-8847, or email timothy.dennee@dc.gov.

Respondents are also strongly encouraged to take advantage of the Federal rehabilitation tax credit, eligible for qualified expenses related to the renovation of designated historic property. Please contact Steve Callcott at the Office of Planning (“OP”) at 202-741-5247 for more information.

Zoning

The Sites are currently zoned C-3-A which permits a broad range of uses, including retail, office, and residential. The maximum Floor Area Ratio (“FAR”) permitted is 4.0, of which a maximum of 2.5 may be used for non-residential uses, and the maximum height of 65 feet. Both FAR and height may be limited by other site factors. The Sites are not large enough for a Planned Unit Development. Respondents should review all applicable District of Columbia Zoning regulations. The District of Columbia Comprehensive Plan is available at (<http://dc.gov/DC/Planning/Across+the+City/Comprehensive+Plan>) Please refer to Title 11 of the District of Columbia Municipal Regulations (“DCMR”) for a complete list of zoning provisions and requirements, available on the DC Office of Zoning website at www.dcoz.dc.gov.

Respondents shall detail zoning strategy for the Sites in their proposals. Careful consideration must be given by the Respondents to ensure their proposals comply with the parking requirements of the Zoning Regulations. For additional information regarding zoning for the Site, please contact Joel Lawson at OP at 202-442-8802, or email joel.lawson@dc.gov.

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:

- i. The project’s impact on the District’s affordable housing goals and other economic development objectives.
- ii. 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.
- iii. 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.
- iv. The number and total percentage of ADUs by AMI and unit size type and the amount and percentage of square footage devoted to ADUs.

- v. The Respondent’s proposed strategy for the marketing, operating and administering of ADUs in its project.
- vi. How the Project addresses the site-specific affordable housing requirements (see page 4 above); and

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

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

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

Chart 2: Affordable Housing Rent Calculation Includes Monthly Utilities

Affordable Housing Rent Calculation	
MAR=(AMI*DAL*OSF*30%)/12-MU	
MAR	Maximum Allowable Rent
DAL	Designated Affordability Level
MU	Monthly Utilities (reference Appendix H)
AMI	Average Median Income at 100%
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:

$$\text{Maximum Monthly Payment} = ((\text{AMI} * \text{DAL} * \text{OSF} * 30\%) / 12) - \text{FEES}$$

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 (\$0.60 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

$$\text{Maximum Sales Price} = \text{Affordable Mortgage} / 95\%$$

All proposed affordable units shall be provided in accordance with an affordability covenant to be entered into with DMPED along with the other disposition agreements. Market rate and/or affordable residential units targeting senior citizens are considered an eligible residential use and must conform to the affordability standards for other types of residential units. Developer should do an analysis of this neighborhood's market prices and ensure that their estimated affordable unit rent or purchase prices are well below the market. Prices or rents estimated by the developer shall not exceed those on the current Maximum Purchase price and Rent Schedule for the Inclusionary Zoning Program and all utility costs should be included in the proposed rental rates.

For additional information on the affordable requirements, please contact Lavar Youmans, Project Manager, at lavar.youmans@dc.gov.

Transportation

The DC Department of Transportation ("DDOT") is committed to achieving an exceptional quality of life in the District through more sustainable travel practices, safer streets, and outstanding access to goods and services. Central to this vision is improving energy efficiency and modern mobility by providing next generation alternatives to single occupancy driving in the city. To facilitate this vision, DDOT engages public and private entities in the process of delivering land development projects to ensure this vision is realized. In this process, DDOT works with project sponsors to minimize the impacts to the transportation network through the creation of an appropriate site plan that addresses site access, loading, and public space and a transportation demand management plan that minimizes vehicular trips and provides for adequate non-motorized facilities.

Currently, there are Capital Bikeshare stations at the intersection of Martin Luther King Jr. Ave., SE and Good Hope Road, SE. Future stations are planned along Martin Luther King Jr. Ave., SE and Pleasant Street, SE. In addition, DDOT is undertaking an Environmental Assessment for a proposed street car alignment that includes an alignment option on Martin Luther King Jr. Ave., which it expects to conclude by this fall.

Respondents are encouraged to review the DDOT Public Realm Design Manual, which is found at <http://ddot.dc.gov/PublicRealmDesignManual>, and consider this when creating their responses.

Public Space

DDOT and OP work together 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. Utility vaults should be accommodated within the site. If that is not feasible, vaults will not be supported within public space if they impede the clear pedestrian pathway, are at the corner of a building, or are not surrounded by three feet of landscaping

Respondents are encouraged to coordinate any site access and loading issues early on with DDOT. For guidance on the project review process, please contact Anna Chamberlin at DDOT at 202-671-2218 and anna.chamberlin@dc.gov.

Community & Stakeholder Outreach

The success of any development project hinges on the inclusion and support of the local community. Respondents must consider and incorporate stakeholder and community preferences, to the extent feasible. Respondents are strongly encouraged to work with local community members, and in particular, Advisory Neighborhood Commission 8A, to understand how the community's goals can be met in the Respondent's proposal. Respondents are encouraged to engage in a meaningful community outreach process to address community concerns.

Sustainability and Green Building Requirements

The Sites 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.* 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 shall consider these provisions when creating their responses. Specific design criteria are stated in the Storm Water Guidebook which is available online at <http://ddoe.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://sustainable.dc.gov/finalplan>.

Furthermore, as outlined in the Sustainable DC Plan, the District has committed to improving the performance of existing buildings and ensuring the highest standards of green building design for new construction. By 2032, the city 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 District plans to lead by example and give consideration for projects that are exceeding the basic legal requirements and forging a path towards true sustainability

Local Hiring & Opportunities

In their proposals, Respondents are encouraged to incorporate their plans to address: (1) Employment and business opportunities for local residents and businesses and (2) Opportunities for neighborhood-based businesses to participate in the project.

Davis Bacon

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

Hotel Uses

A Respondent whose proposal contemplates a hotel use on the Sites will demonstrate to DMPED that it has entered into a Labor Peace Agreement with any labor organization that seeks to represent employees involved in hotel operations on the Site as a condition precedent to DMPED's consideration of the Proposal. "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.

SELECTION PROCESS & RESPONSE REQUIREMENTS

Release of RFEI

Issuance of RFEIs

DMPED and DHCD are releasing this RFEI to solicit interest in developing these unique sites.

Pre-Response Conference & Site Visit

A pre-response conference and site visit will be held at the Sites on May 1, 2015. **ALL ATTENDEES WILL BE REQUIRED TO 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 CONFERENCE & SITE VISIT. ANY ATTENDEES WHO HAVE NOT COMPLETED THE WAIVER, RELEASE, AND INDEMNIFICATION FORM WILL NOT BE PERMITTED ON THE SITES.**

Response Requirements

Responses to this RFEI are due on **June 16, 2015**. DMPED shall determine, in its sole discretion, whether each response received in reply to this RFEI is responsive and acceptable. The decision of DMPED in this regard is final and any determination on non-responsiveness will be explained to the applicable Respondent(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 8½” x 11” letter-size paper, bound length-wise, with tabs to separate sections.
- Responses must respond to each RFEI item in the order outlined below in the “Response Contents” section. Each sub-section must be separated by tabs with sub-section headings.
- Responses must not exceed twenty-five (25) pages, excluding appendices.

Response Contents

Executive Summary

Respondents shall provide an Executive Summary of their response. The Executive Summary should highlight key components of the Respondent’s response. In particular it should (1) articulate the vision for the Sites; (2) discuss how the District and surrounding neighborhood will benefit from the proposed project (i.e., economic impact, job creation, etc.); and (3) describe how the proposed project fits within the existing neighborhood fabric.

Respondent Team Identities & Details

Respondents shall identify the following key team entities:

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

Team Member Details

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

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

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 are current for any of the key team entities (listed above in “Respondent Team Identities & Details”).

Evidence Regarding Litigation

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

Organization Status

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

Organizational Chart and Bios

Respondents shall provide an organizational chart showing **key personnel** from the development team and/or joint venture partners who will be working on the project and a brief biography for each person outlining relevant experience.

Evidence Regarding Creation of Respondent

Respondents shall provide a copy of any written agreements or documents evidencing the creation of Respondent; 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' teams must be authorized to transact business with the District and registered in D.C.

Qualifications and Experience

Respondent shall identify three (3) urban infill development projects comparable to Respondent's proposed project, and with which Respondent or their key personnel have had primary involvement.

Respondent should include, if applicable, past projects that have a comparable historic preservation component. For each relevant project, Respondent shall identify the following:

- i. Development team name;
- ii. Project name or title;
- iii. Location or address of project;
- iv. The names and contact information for team members involved in the project, along with a description of each party's role in the project;
- v. Description of the project, including use(s), total square footage and number of units, keys, etc. (if applicable);
- vi. Period of performance;
- vii. Estimated total development costs, if the project is not yet complete, OR actual total development costs, if the project is complete;
- viii. Projected groundbreaking and completion date, if the project is not yet complete, OR actual groundbreaking and completion date, if the project is complete;
- ix. Proposed financing structure, or if the project is complete the actual financing structure of the project; and
- x. 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.

Project Concept

Respondents shall describe, in detail:

- i. The overall concept and vision for the Sites and how the vision will integrate with and enhance the surrounding community;
- ii. Evidence of market demand for the project's proposed uses;
- iii. To the extent Respondents propose combining the Sites with adjacent parcels as part of the project, Respondents' property rights in such other parcels; and
- iv. Respondents' zoning strategies for the project, and if applicable, Respondents should provide a schedule that fully describes each step in the approval process necessary for entitlements assumed in the response.

Affordable Housing (If Applicable)

If the response contemplates a residential use component for the Sites, Respondents shall provide a description of the following:

- vii. The project's impact on the District's affordable housing goals and other economic development objectives;
- viii. The method in which the project addresses the District's Inclusionary Zoning program and the ADU Act requirements;
- ix. The method in which the project integrates affordable housing units within the proposed plans. (Affordable housing units must be dispersed, not clustered, throughout the residential component(s) and mixed with market-rate units.)

All proposed affordable units shall be provided in accordance with an affordability covenant to be entered into with the District along with the other disposition agreements. Market rate and/or affordable residential units targeting senior citizens are considered an eligible residential use and must conform to the affordability standards for other types of residential units. Each Respondent should use the most up-to-date Department of Housing and Urban Development (HUD) income data in making its response.

Project Implementation

Respondents shall identify and describe the following:

- i. The amount of sponsor equity immediately available to be committed to predevelopment activities upon selection (*Respondents are hereby put on notice that all such money expended is at the sole risk of Respondents and their team members and under no circumstances shall the District be responsible to reimburse the same*); and
- ii. The timetable and milestones through project completion. Respondents are required to complete and submit with the response a completed "Schedule of Performance" attached in Appendix C. The Schedule of Performance should list each step in the redevelopment process through project completion and operation.

Community & Stakeholder Benefits & Outreach

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

- i. A description of the activities and strategies completed to date that demonstrate the Respondents' efforts to work with the local community and stakeholders to ensure their meaningful involvement in the submitted responses; and
- ii. A 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.

First Source

Pursuant to D.C. Official Code § 10-801(b)(7) and the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84, D.C. Official Code §§ 2-219.01 et seq.) and the rules and regulations promulgated thereunder and Mayor’s Order 83-265, one of the primary goals of the District government is the creation of job opportunities for District residents. Accordingly, the Respondent selected by DMPED 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 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 and are registered in apprenticeship programs approved by the DC Apprenticeship Council as required under D.C. Official Code §§ 32-1401 et seq. Collective bargaining agreements shall not be the basis for the waiver of these requirements. Respondents must complete the Form of Acknowledgement attached as Appendix A.

Please refer to the following website for information on the First Source Agreement:

<http://does.dc.gov/page/first-source-employment-program->

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

For additional information on First Source, please contact Anetta Graham at DOES at (202) 698-3757 or anetta.graham@dc.gov. For additional information on the apprenticeship program, please contact Drew Hubbard at drew.hubbard@dc.gov.

Certified Business Enterprises

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

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. For more information on the District's DOES apprenticeship program, please visit the following website: www.does.dc.gov/does/cwp/view,a,1232,q,618747.asp. 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.

Financial Capacity

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

- i. A description of the financial capacity of Respondents and team members, 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 to the acquisition and redevelopment of the Sites.

Proposed Financing Strategy

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

- i. A description of Respondents' equity commitment to the project and the timing/disbursement of that commitment;
- ii. A proposed project financing strategy, including a listing of all anticipated sources of construction and permanent financing (including interest rates; amortization type and period; ex-ante return on assets and equity, and internal rate of return; covenants; coverage ratios; and all other relevant information)
- iii. A detailed description of which, if any, federal government funding sources the Respondents intend to attract to the project.
- iv. Satisfactory evidence of Respondents' ability to secure project debt and equity, including commitment letters from prospective investors; and
- v. A detailed and fully functional Microsoft Excel-based pro forma inclusive of the following calculations: return on cost, return on equity (levered and unlevered); a detailed waterfall of profits to all capital accounts; internal rates of return; and any other project-specific return metrics.

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 500 words.

Deposit

Development RFEI Deposit

Amount: \$25,000
Format: Standby, irrevocable letter of credit (See Appendix E for form.)
Due At: Round 1 Development RFEI response submission
Conditions: If a Respondent's response is not selected, the letter of credit shall be returned to the Respondent. If a Respondent's response is selected, the letter of credit will be considered a non-refundable deposit, only to be returned upon the Respondent's successful completion of Closing as determined by the District through the terms of the disposition agreement.

Submission Directions

Ten (10) hard copies and one (1) electronic version on CD-ROM in PDF and Excel formats, of the response, and the original letter of credit, identified by "MLK Gateway Community RFEI" on the envelope, must be submitted to and received by 3:00 P.M. on Tuesday, June 16, 2015. Such responses must be 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: Lavar Youmas, Project Manager

Selection Process

Selection Recommendation Panel

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

Evaluation Criteria

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

Attainment of District Policy Goals

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

- i. Maximize economic value to the District;
- ii. Improve quality of life for the surrounding community; and
- iii. Advance opportunities for local residents and businesses.

Development Vision

Respondents should propose innovative, market-viable ideas for redevelopment of the Sites. DMPED and DHCD encourage Respondents to consider, in their vision, the District’s goals with respect to promoting vibrant, walkable, mixed-use neighborhoods and commercial corridors.

Qualifications and Experience of Respondents

The District will more highly rate Respondents who:

- i. Demonstrate, through entity experience and expertise of proposed key personnel, that they are qualified to execute the proposed development plan;
- ii. Have successfully served in lead developer roles for completed projects of a similar scale and scope to the project proposed by Respondents; and
- iii. Provide evidence of sufficient organizational and financial capability to ensure successful and timely delivery of the project.

Project Financial Feasibility and Development Team Financial Capacity

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

- i. Demonstrate that they possess the financial resources to execute the project requirements with no District-based subsidy;
- ii. Display a willingness to provide the District with fair consideration for its real property assets; and
- iii. 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, the DMPED, DHCD and/or the Panel will identify a short list of Respondents that will advance to an RFP of the process. DMPED will contact all Respondents and inform them of the results.

TRANSACTION TERMS

Site Condition

As-Is Condition

The Sites shall be conveyed or leased in “as-is” condition, without warranty by the District as to physical 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 Sites.

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 Sites.

Predevelopment and Development Costs

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

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

RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

Reservation of Rights

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

- Cancel, withdraw or modify the RFEI and/or RFP prior to or after the response deadline;
- Modify or issue clarifications to the RFEI and/or RFP prior to the response deadline;
- After review of one or more responses, DMPED may request submission of additional information from some or all Respondents;
- DMPED may request one or more Respondents to modify its response(s), provide additional information, or provide a “Best and Final Offer”;
- Enter into negotiations with one or more Respondents based on responses submitted in response to the RFEI and/or 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;
- Reject any responses it deems incomplete or unresponsive to the RFEI;
- Reject all responses that are submitted under the RFEI and/or RFP;
- Terminate, in its sole and absolute discretion, negotiations with any Respondents if such Respondents introduce comments or changes to a development agreement that are inconsistent with its previously submitted response materials;
- Modify the deadline for responses or other actions; and
- (i) Reissue the RFEI and/or RFP, (ii) issue a modified RFEI and/or RFP, or (iii) issue a new RFEI and/or RFP, whether or not any responses have been received in response to the initial RFEI and/or RFP.

Conflicts of Interest

Disclosure

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

- i. The compensation to be requested, offered, paid or received in connection with this RFEI 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 RFEI or otherwise;
- ii. No person or entity currently or formerly employed by the District or otherwise involved in preparing this RFEI on behalf of the District: (i) has provided any information to Respondents that was not also available to all entities responding to the RFEI; (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 RFEI; or (iv) will benefit financially if Respondents are selected in response to the RFEI; and
- iii. Respondents have not offered or given to any District officer or employee any gratuity or anything of value intended to obtain favorable treatment under the RFEI or any other RFEI, or contract, and Respondents have not taken any action to induce any District officer or employee to violate the rules of ethics governing the District and its employees. Respondents have not and shall not offer, give, or agree to give anything of value either to the District or any of its employees, agents, job shoppers, consultants, managers, or other person or firm representing the District, or to a member of the immediate family (i.e., a spouse, child, parent, brother, or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this RFEI. 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 RFEI, 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 RFEI by Respondents, or which may affect performance in response to the RFEI 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 RFEI. Respondents shall have an obligation to check the website for any such notices and information, and the District shall have no duty to provide direct notice to Respondents.

Change in Respondents' Information

If after Respondent has provided a response to DMPED, information provided in a response changes (e.g., deletion or modification to any of Respondents' team members or new financial information), Respondents must notify DMPED in writing and provide updated information in the same format for the appropriate section of the RFEI. DMPED reserves the right to evaluate the modified response, eliminate Respondents from further consideration, or take other action as DMPED may deem appropriate. DMPED will require similar notification and approval rights of any change to Respondents' response 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 RFEI and until final selection, Respondents shall not communicate with DMPED or District staff about the RFEI or issues related to the RFEI except as expressly permitted under this RFEI.

Selection Non-Binding

The selection by DMPED of Respondents under indicates only DMPED and DHCD's intent to permit Respondents to participate in the RFP phase of the selection process, 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 RFEI.

Confidentiality

Responses and all other information and documents submitted in response to this RFEI 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 a Respondent provides information that it believes is exempt from mandatory disclosure under FOIA ("exempt information"), Respondent shall include the following legend on the title page of the response:

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

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

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

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

Although DMPED and DHCD will generally endeavor not to disclose information designated by Respondents as exempt information, DMPED and DHCD will independently determine whether the information designated by Respondents is exempt from mandatory disclosure. Moreover, exempt information may be disclosed by DMPED and DHCD, 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 RFEI and RFP process, Respondents agree to hold the District, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this RFEI.

Other Limiting Conditions

Withdrawal & Cancellation

If at any time after DMPED selects Respondents to participate in the RFP phase of the selection process, and the Respondent does not proceed with the RFP, then the Respondent must notify DMPED 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 DMPED and may be responsible for certain costs previously waived by DMPED and DHCD, in addition to any other remedies available to the District by law.

“Stand-Alone” Projects

The development of the Sites is expected to be a “stand alone” project, in that Respondents are prohibited from cross collateralizing and cross defaulting the Sites, or any portion thereof, with any other assets, except as expressly permitted by District. Moreover, Respondents are prohibited from assigning, pledging, hypothecating, or otherwise transferring its interest in the net cash flows or ownership in the Sites and Project in part, or in whole, without prior DMPED approval. Any additional debt shall require prior written DMPED 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 DMPED terminating, in its sole and absolute discretion, negotiations with a Respondent.

Restrictions

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

- i. All Respondents, and their members, agents, or employees, are prohibited from: (i) making responses of employment, (ii) conducting any negotiations for employment, (iii) employing or, (iv) entering into contracts of any sort, with current employees, consultants, or contractors to the District who are personally and substantially involved in any aspect of this RFEI and/or the 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 issuance of this RFEI, were District employees, consultants, or contractors to the District. On a continuing basis, Respondents will be required to provide DMPED 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 the selection process, and will subsequently apply to the selected Respondent until such time as final completion of the development of the project; and
- iv. Required disclosures and notices notwithstanding, failure to comply with any obligation described in this provision may result, in DMPED's sole and absolute discretion, in Respondent's disqualification from consideration under this RFEI and/or the RFP, the rescission of a Respondent's award, and/or termination of any agreement between a Respondent and the District.

QUESTIONS

Any questions regarding this RFEI should be submitted via e-mail only to lavar.youmans@dc.gov by April 28, 2015. Respondents shall not direct questions to any other person within the District except as expressly allowed elsewhere in this RFEI. Responses to Respondent questions will be aggregated and posted on the DMPED website at <http://dcbiz.dc.gov/>.

APPENDIX A | FORM OF ACKNOWLEDGEMENT

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

Respondent hereby acknowledges that, if selected by the District to enter into a disposition agreement, Respondent will enter into a Certified Business Enterprise (“CBE”) Agreement with the District’s Department of Small and Local Business Development (“DSLBD”). Pursuant to D.C. Official Code §10-801(b)(6), 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 Lot 0829 in Square 5770 and Lots 1017, 0847, 0867, 0866, and 0864 in Square 5769, together with all improvements located thereon (the “**Property**”).

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

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

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

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

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

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

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

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

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

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

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

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

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

WITNESS:

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

APPENDIX C | SCHEDULE OF PERFORMANCE

(To be completed and submitted with response)

Milestone	Completion Date	Party Responsible
Selection following RFP process	Summer 2015	DMPED and DHCD
Execution of Disposition Agreement, related legal documents and supporting exhibits (following Council approval)		DMPED, DHCD & Respondent
Submission of 90% completed design		
Closing		DMPED, DHCD & Respondent
Building permit issuance		Respondent
Construction commences		Respondent
50% construction completion (on square foot basis)		Respondent
Substantial completion of construction		Respondent
Final completion of construction		Respondent

APPENDIX D | TERM SHEET

Disposition of MLK Gateway Community Property

Lessor/Seller	Government of the District of Columbia, acting by and through the Deputy Mayor for Planning and Economic Development (the “ District ”)
Developer	
Description of Real Property	The parcel of land known for tax and assessment purposes as Lot 0829 in Square 5770 and Lots 1017, 0847, 0867, 0866, and 0864 in Square 5769 (the “ Sites ”).
Conveyance/Disposition Structure	The Sites will be conveyed from the District to the Developer under a fee simple structure pursuant to D.C. Official Code § 10-801(b)(8)(F).
Closing Date	“Closing Date” means the date on which the fee disposition of the Sites is consummated per the executed disposition agreement.
Disposition Agreement Payment	In consideration of the District entering into the disposition agreement, Developer shall pay to District an amount equal to ten percent (10%) of the Purchase Price at the time the disposition agreement is executed (the “ Disposition Agreement Payment ”). The Disposition Agreement Payment shall not be refundable.
Closing Payment	In consideration of the District transferring the Sites to the Developer, Developer shall pay to the District at Closing an amount equal to (i) ninety percent (90%) of the Purchase Price (the “ Closing Payment ”).
Purchase Price	\$ _____
Redevelopment and Operational Costs	The Developer shall be solely responsible for the costs of redevelopment and future operation of the Sites. The Developer shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the Sites.
Conditions of Closing	In addition to the other standard District conditions of Closing, the District’s obligation to convey the Sites is conditioned upon: <ul style="list-style-type: none"> • The District’s approval of the Developer’s design, budget and project financing plan; • Developer’s obtaining financing and equity to fund 100% of the development; • Developer’s providing the District development and completion guaranties and land note guaranties to the District’s satisfaction; and • Developer having received all necessary zoning approvals or other zoning relief deemed necessary to accomplish the Project.
Developer Financing	Developer shall be responsible for obtaining financing and equity to fund 100% of the project. The District shall not be obligated to extend any loan to Developer or grant any funds to Developer in connection with the financing of the 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 Sites are redeveloped as a residential project, the District requires that only the applicable Inclusionary Zone affordable housing requirements for the site be met.
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> , and DC’s Stormwater Management Program stated in 21 DCMR, Chapter 5, and DC’s flood hazard rules stated in 20 DCMR, Chapter 31.
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 Sites to ensure the quality and compatibility of the proposed improvements.
Post-Closing Requirements	Developer shall be bound by the requirements of an Affordable Housing Covenant and a Construction & Use Covenant, and the Guarantor shall be bound by the requirements of a Development and Completion Guaranty, forms of which shall

	be attached to the Land Disposition Agreement, which may be amended with the approval of the District.
--	--

INTENTION AND LIMITATIONS OF THIS TERM SHEET

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

RESPONDENT:

BY: _____

Name:

Title:

APPENDIX E | FORM IRREVOCABLE LETTER OF CREDIT

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

ISSUER:

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

[Name of bank]

[Bank address]

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

Beneficiary

Applicant

District of Columbia, by and through
The Office of Deputy Mayor for
Planning and Economic Development
1350 Pennsylvania Avenue, NW, Suite 317
Washington D.C. 20007
Attention: Deputy Mayor for Planning and Economic Development

[Name of Respondent]
[Address of Respondent]

AMOUNT: \$[Letter of credit amount]

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

PROJECT:

Ladies and Gentlemen:

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

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

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

If a drawing made by Beneficiary under this Letter of Credit reaches the address provided on this Standby Letter of Credit via Courier (FEDEX or DHL) on or prior to 1:00 PM (Eastern Time) on a Business Day (Defined below) and, provided that such drawing and the statement presented in connection therewith conform

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

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

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

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

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

Truly Yours,

Authorized Signature

Name (printed)

APPENDIX F | HUD HOUSING ALLOWANCE TABLE

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

