



Truxton Circle

1520-1522 North Capitol Street, NW
 Square 0615, Lot 0842

Release Date: April 17, 2015
 RFP Response Deadline: May 29, 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: Tsega Bekele, Project Manager



REQUEST FOR PROPOSALS

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

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

PROJECT DESCRIPTION

The Opportunity

The Government of the District of Columbia (the “District”), through the Office of the Deputy Mayor for Planning and Economic Development (“DMPED”), seeks a developer to redevelop an approximately 0.11 acre parcel located at 1520 – 1522 North Capitol Street, NW, in the Truxton Circle neighborhood of Ward 5, designated as Lot 0842 in Square 0615 (“Site”). The Site is currently a vacant lot and is located a block south of the intersection of North Capitol Street, NW, and Florida Avenue, NW. The Site is a corner lot, bounded by North Capitol Street, NW, to the east, Bates Street to the north, row-houses to the south, and an alley to the west. New York Avenue and the NoMa-Gallaudet University Metro Stop are a few blocks southeast of the Site.

The Goal

The District seeks a developer to redevelop this Site along one of the District’s main thoroughfares. Any development should conform with the C-2-A zoning designation, allowing for matter-of-right, neighborhood appropriate development including small office, retail, residential, cultural or other allowable uses. If applicable, respondents who include residential uses in their responses should designate an appropriate percentage of any residential units as affordable housing so as to meet or exceed Inclusionary Zoning (“IZ”) requirements and the requirements outlined in the Disposition of District Land for Affordable Housing Amendment Act of 2014 (D.C. Law 20-193) (“ADU Act”). Respondents are also invited to provide for additional affordable housing units as further described in this Request for Proposals (“RFP”).

DMPED invites qualified development teams comprised of one or more entities (“Respondents”) to respond to this RFP for the disposition and development of the Site through a fee simple purchase. DMPED seeks Respondents who will redevelop the Site in accordance with the goals set forth in this RFP.

Respondents should seek to:

- Pursue an approach to develop this Site in a way that activates the lot and surrounding area
- Incorporate the goals, objectives, and recommendations of the Mid-City East Small Area Plan
- Improve the quality of life for the surrounding community
- Advance opportunities for local residents and businesses

The Timeline

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

<i>Selection Process Timetable*</i>	
1. Issuance of RFP	April 17, 2015
Pre-Response Conference and Site Tour	April 29, 2015
2. RFP Proposal Submission Deadline (3:00pm)	May 29, 2015
3. Selection Recommendation Panel Convenes	June 2015
4. Notification of Short Listed Development Team Respondents (if applicable)	June 2015
Interviews (if applicable)	June 2015
Community Presentation by Respondents	July 2015
Request for Best and Final Offer (if applicable)	July 2015
Best and Final Submission Due (if applicable)	July 2015
5. Final Selection of Development Team	TBD
Submission of Disposition Agreement & Accompanying Legislation to District of Columbia Council	TBD

**Subject to change*

Site Information

The Site (Square 0615, Lot 0842) is located on Bates Street, NW, a block south of the intersection of North Capitol Street, NW, and Florida Avenue, NW. The Site is approximately 0.11 of an acre and is currently vacant. The Site is bounded by North Capitol Street, NW, to the east, Bates Street to the north, row-houses to the south, and an alley to the west. New York Avenue and the NoMa-Gallaudet University Metro Stop are a few blocks southeast of the site. Any development proposal should adhere to the Mid-City East Small Area Plan (“Mid-City Plan”) approved by the Council of the District of Columbia (“Council”) in November 2014. See District of Columbia Policy Goals and Requirements Section for additional information.

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

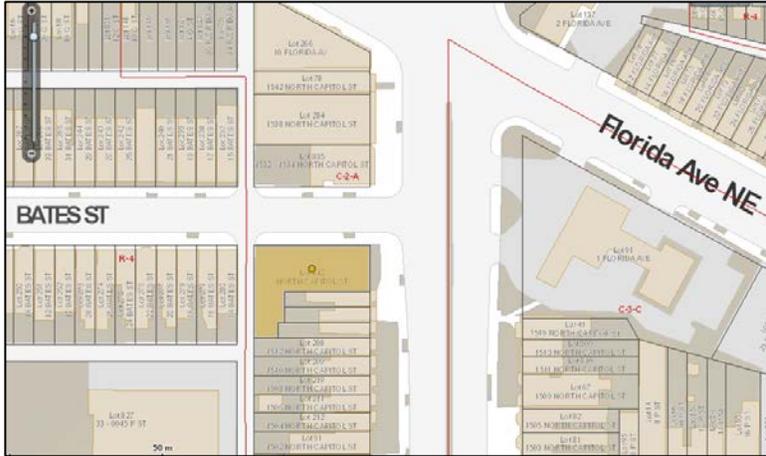


Figure 1: Site Map



Figure 2: Aerial View

Location:	1520 – 1522 North Capitol Street, NW
Ward:	5
SMD:	5E05
Square/Lot	0615/0842
Lot Size:	4,892 square feet
Owner:	District of Columbia
Status:	Vacant
Zoning:	C-2-A
2014 Tax Assessed Value:	\$747,300

Figure 3: Site Information

District of Columbia Policy Goals & Requirements

Zoning:

The Site is zoned C-2-A. C-2-A allows matter-of-right low density development of a broad range of uses, including office, retail, residential, and medium-build mixed use centers. The C-2-A District permits a 2.5 FAR for residential use and a 1.5 FAR for other permitted uses. Maximum lot occupancy is 60% for residential use and 100% for all other uses. The C-2-A District allows a maximum height of fifty (50) feet. As the Site is less than 7,500 square feet, waiver of the minimum area requirement for a Planned Unit Development (“PUD”) will not be granted. *See* 11 DCMR § 2401.2. Thus, a PUD cannot be utilized at this Site.

Mid-City East Small Area Plan:

The Office of Planning, through an extensive community engagement and public participation process, completed the Mid-City Plan that was approved by the Council on November 18, 2014. The Plan provides a strategic framework for revitalization of the neighborhoods of Bates/Truxton Circle, Bloomingdale, Eckington, Hanover, LeDroit Park, and Sursum Corda, as well as sections of Edgewood and Stronghold. The Mid-City Plan’s vision is to improve quality of life and enhance neighborhood amenities and character while supporting a community of culturally, economically, and generationally diverse residents. Respondents should incorporate elements of the Mid-City East Small Area Plan, as feasible, including:

MCE 2.4 – Identify opportunities for the development of a food service incubator that provides emerging entrepreneurs and caterers with access to shared kitchen and food preparation space which will in turn lower operational overhead and result in economies of scale through cooperative purchasing and increased market exposure.

MCE 2.6 – Implement an approach to commercial revitalization on North Capitol Street that builds on existing assets, fills market voids, and acknowledges the limitations of North Capitol Street as a traditional retail street. A diverse and robust mix of uses could include entrepreneurial production and creative services; day-to-day goods and services; and the expansion of neighborhood dining.

MCE 2.7 – Inventory, monitor, and encourage development of “boutique/small” office space (10,000 square feet and less) along the North Capitol Street corridor, specifically focused on the segment south of P Street, that may offer appropriate space for a diverse and robust mix of uses including arts uses, creative services companies, and start-ups.

MCE 2.9 – Promote the Mid-City East area to the creative economy community as a more affordable alternative to downtown and other high-rent office markets, but with a similar level of access to transit and amenities.

MCE 2.10 – Expand the focus of North Capitol Main Street business recruitment efforts beyond traditional retail (consumer businesses) to include creative services, physical and graphic design companies, art organizations, and technology-based startups (producer businesses).

MCE 2.16 – Develop a marketing and branding strategy for North Capitol Street that highlights the character and retail node as a burgeoning area for small independent businesses in existing buildings, while encouraging larger, established retail to anchor new development. Restaurants, the creative economy, retail shops and other small businesses should be encouraged as tenants to create a more vibrant retail street.

MCE 2.22 – Encourage existing property owners and new development, where possible, to design ground floor space in new development with sufficient flexibility to provide larger retail bays that can accommodate more established businesses and regional/national credit tenants.

MCE 3.4 – Ensure that new development enhances public space by requiring new development to use alleys for all vehicular access to the site and that mechanical equipment (i.e. transformers) are located on private property or alleys.

MCE 3.5 – Integrate energy efficient lighting on buildings and in sidewalk elements in new development and redevelopment.

MCE 3.6 – Solicit proposals to redevelop properties controlled by the District into creative mixed-use, residential or commercial developments.

MCE 3.8 – Infill vacant parcels, redevelop underutilized parcels, or repurpose existing vacant buildings. Opportunities include: Vacant sites along North Capitol Street NW at Bates Street and Hanover Place

MCE 4.13 – Improve neighborhood alley lighting throughout Mid-City East.

MCE 4.17 – Use public art as an opportunity in new development or redevelopment to celebrate the identity and vibrancy of Mid-City East neighborhoods and corridors.

MCE 5.17 – Ensure that new development supports sustainability and contributes to flood-mitigation efforts.

MCE 5.19 – Support opportunities to implement LID stormwater strategies throughout Mid-City East neighborhoods. Prioritize DDOT's Mid-City East Livability Study recommendations for LID measures including curb extensions, bioretention planters, tree box bioretention planters, permeable paving, impervious surface removal, rain gardens, and tree infill. See the Mid-City East Livability Study for details, available here: <http://ddot.dc.gov/page/mid-city-east-livability-study>.

For further information regarding the Mid-City Plan, please contact Colleen Willger, Ward 5 Community Planner at the DC Office of Planning at 202.535.1556, colleen.willger@dc.gov.

Transportation Planning Framework

The District Department of Transportation's (DDOT) commitment to building a safe and efficient transportation network will guide all review of transportation-related issues regarding development of the site. The Site has excellent multi-modal transportation access, as it is near the NoMa-Gallaudet U Metro Station and several high capacity bus routes. Because of this, DDOT anticipates most people accessing the site will do so via non-automobile modes. Site access is expected to be provided via the adjacent alley, and a new curb cut is highly unlikely to be permitted by DDOT. DDOT supports minimizing vehicular parking spaces due to site access constraints, existing traffic volumes in the area, and excellent transit access, which offers other transportation opportunities. Development of the Site must be consistent with DDOT's 2013 Mid-City East Livability Study.

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 in the Policy, Planning, and Sustainability Administration Office, at DDOT at 202.671.3022, jonathan.rogers2@dc.gov.

Public Space Framework

DDOT, in partnership with the Office of Planning, works to ensure the design of public space is of high quality and meets minimum requirements. To this end, the District has in place streetscape standards, guidelines, and policies to guide changes to public space. Uses that impact the character of public space include sidewalk cafes, vending, street festivals, and other impermanent activities. Physical features that impact the character of public space can include sidewalk paving material, fences and retaining walls, street trees and their spacing, vault spaces, other infrastructure like street lights or curb and gutters, and any building encroachments into the public space. Site access is expected to be provided via the adjacent alley, and a new curb cut is highly unlikely to be permitted by DDOT. Full restoration of the public space is expected, and must be consistent with DDOT's 2013 Mid-City East Livability Study.

Respondents may refer to the District of Columbia Municipal Regulations and DDOT's Design and Engineering Manual for specific controls of public space, available here: <http://ddot.dc.gov/page/design-and-engineering-manual>

A summary of public space controls can be found in DDOT's Public Realm Design Manual, available here: <http://ddot.dc.gov/PublicRealmDesignManual>

For more information on DDOT design standards and public space regulations, please contact Anna Chamberlin at DDOT at (202) 671-2218 or anna.chamberlin@dc.gov.

Community & Stakeholder Outreach

The success of any development project hinges on the inclusion and support of the local community. Responses should consider the preferences of community stakeholders who live in and around the burgeoning Bates/Truxton Circle neighborhood of Ward 5 and ANC 5E. Respondents are encouraged to work with community stakeholders and ANC Commissioners to understand the community's preferences and incorporate them into their responses, to the extent practical.

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.* 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, as the same may be amended. Respondents' responses shall be based on these regulations. 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>. 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 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. Therefore, preference may be given to responses to this RFP 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 District 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.

First Source and Apprenticeship Requirements

Pursuant to D.C. Official Code § 10-801(b)(7) and the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84, D.C. Official Code §§ 2-219.01 *et seq.*), the rules and regulations promulgated thereunder and Mayor’s Order 83-265, as the same may be amended, Respondents shall recognize that one of the primary goals of the District is the creation of job opportunities for District of Columbia residents. Accordingly, the Respondent selected by the District to negotiate a Disposition Agreement (defined below) shall enter into a First Source Employment Agreement, prior to execution of a Disposition Agreement, with the Department of Employment Services (“DOES”) that shall, among other things, require the Respondent to: (i) hire and require its architects, engineers, consultants, contractors, and subcontractors to hire at least fifty-one percent (51%) District of Columbia residents for all new jobs created by the development project, 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 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”), as the same may be amended. Pursuant to D.C. Official Code §10-801(b)(6) and the CBE Act, the selected Respondent shall contract with Small Business Enterprises (“SBEs”) at least 35% of the total development budget. If there are insufficient qualified SBEs to fulfill the 35% requirement, the requirement may be satisfied by contracting at least 35% of the total development budget to qualified Certified Business Enterprises (“CBEs”). Pursuant to §2-218.49a of the CBE Act, Small Investors, Disadvantaged Investors, or Certified Equity Participants shall invest at least 20% of the total sponsor equity, excluding debt financing, mezzanine financing, or other equity contributions by limited or institutional investors; and, in addition to complying with the general 35% SBE contracting provisions, at least 20% of the dollar volume of non-construction development goods and services shall be contracted to SBEs. If the entity that controls the development project is an entity tax-exempt under 26 U.S.C.S. § 501(c), or other not-for-profit entity, such entity is exempt from the equity and development participation requirements set forth above. The District’s Department of Small and Local Business Development (“DSLBD”) determines which entities qualify as SBEs, CBEs, Small Investors, Disadvantaged Investors, and Certified Equity Participants pursuant to the CBE Act. Respondents are encouraged to exceed the District’s SBE/CBE contracting and participation requirements. Respondents must sign the Acknowledgement Form attached as Appendix A and return to DSLBD prior to executing a Disposition Agreement.

Davis Bacon

To the extent applicable, the selected 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.

Local Hiring & Business Opportunities

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

Affordable Housing

In the District’s efforts to provide a greater number of Affordable Dwelling Units (“ADUs”), if a Respondent’s proposed development plan includes a residential component, then Respondent’s proposal must include, at a minimum, the number of ADUs at AMI (defined below) levels that are required by the IZ provisions of the District of Columbia Zoning Regulations (11 DCMR §§ 2600 *et seq.*), as applicable, and the ADU Act.

Affordable rental and for-sale units shall be delivered and administered in accordance with an affordability covenant to be entered into with the District and recorded against the Site. Among other provisions, the affordability covenant will provide that any buildings containing residential units shall have a proportional distribution of unit types and sizes across multiple Area Median Income (“AMI”) levels, so that ADUs are not clustered in any portion (floor, section, or tier) of the development. Market rate and/or ADUs targeting senior citizens are considered an eligible residential use and must conform to the same affordability standards applicable to other residential unit types. The term of the affordable housing requirements shall be the longer of: (a) the term required by the financial sources utilized by the Developer to construct the ADUs, (b) the term required by the Inclusion Zoning laws, if the same is applicable, (c) the term required by the ADU Act, or (d) thirty years, and will be agreed upon by the District and selected Respondent in the Disposition Agreement. All project amenities, including any rental of parking spaces, shall be offered to ADUs on the same terms as offered to the market rate housing units.

As part of the response, each Respondent shall use the below Chart 1 as the maximum ADU purchase and rental price assumptions. While the maximum prices and rental rates for 2015 are identified in Chart 1 below, each Respondent should conduct its own research into sub-market residential for sale and rent prices to ensure their estimated affordable unit rent or purchase prices are well below the market rates.

Chart 1: Affordable Housing Maximum Purchase and Rental Prices as of March 2015.

Unit Type	30% AMI		50% AMI	
	Rent*	Purchase Price	Rent*	Purchase Price
Studio	\$ 573	\$ 53,300	\$ 956	\$ 120,800
1 Bedroom	\$ 614	\$ 46,700	\$ 1,024	\$ 119,600
2 Bedroom	\$ 737	\$ 38,500	\$ 1,229	\$ 126,500
3 Bedroom	\$ 860	\$ 44,900	\$ 1,433	\$ 146,100

Unit Type	60% AMI		80% AMI	
	Rent*	Purchase Price	Rent*	Purchase Price
Studio	\$ 1,147	\$153,600	\$ 1,529	\$ 219,100
1 Bedroom	\$ 1,229	\$154,800	\$ 1,638	\$ 225,000
2 Bedroom	\$ 1,474	\$168,600	\$ 1,966	\$ 252,900
3 Bedroom	\$ 1,720	\$195,300	\$ 2,293	\$ 293,600

The ADU Act can be found on the Council’s website at lims.dccouncil.us.

RESPONSE REQUIREMENTS AND SELECTION PROCESS

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

Pre-Response Information Session and Site Visit

DMPED will conduct a pre-response information session and site visit at the Harry Thomas Sr. Recreation Center, located at 1743 Lincoln Road, NE, on April 29, 2015, at 3:30pm.

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

Respondents should RSVP by Friday, April 24, by emailing tsega.bekele@dc.gov with the name, organization, phone number, and email address of the attendee.

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

RFP Proposal Submission Requirements

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

Format:

All responses must meet the following format requirements:

- Response shall be prepared on 8 ½” x 11” letter-size paper, bound length-wise, with tabs to separate sections.
- Responses must respond to each RFP item in the order outlined below in the “Response Contents” section.
- Each sub-section must be separated by tabs with sub-section headings.
- Responses must not exceed a total of twenty-five (25) pages, excluding appendices.

Response Contents:

Tab 1: Transmittal Letter

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

Tab 2: Respondent Team Identities & Details

Respondents shall identify the following key team entities:

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

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

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

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

Tab 3:

Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults

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

Evidence Regarding Tax Liabilities

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

Evidence Regarding Litigation

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

Tab 4:

Organization Status

Respondents shall provide (1) the corporate structure of the primary entities (developers, tenants, etc., and whether each entity is a corporation, a non-profit or charitable institution, a partnership, a limited liability corporation, a business association, joint venture, or other), the jurisdiction under which they are organized and operating, and (2) a brief history of each organization and its principals. For any entity required to file reports in the jurisdiction of its formation, the 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 primary entities (developers, tenants, etc.) and/or joint venture partners who will be working on the project and a brief biography for each person outlining relevant experience.

Evidence Regarding Creation of Respondent

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

Tab 5: Qualifications and Experience

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

- i. Development team name;
- ii. Project name or title;
- iii. Location or address of project;
- iv. The names and contact information for team members involved in the project, along with a description of each party's role in the project;
- v. Description of the project, including use(s), total square footage and number of units, keys, etc. (if applicable);
- vi. Period of performance;
- vii. Estimated total development costs, if the project is not yet complete, OR actual total development costs, if project is complete;
- viii. Projected groundbreaking and completion date, if the project is not yet complete, OR actual groundbreaking and completion date, if the project is complete;
- ix. Proposed financing structure, or if the project is complete, the actual financing structure of the project;
- x. If applicable, highlight experience in rehabilitating buildings with historic designation and working with the local Historic Preservation Review Board;
- xi. If applicable, highlight experience 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 Site and how the vision will integrate with and enhance the surrounding community that borders the Site;
- 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. Evidence of market demand for the project's proposed uses;
- iv. To the extent Respondents propose combining the Site with adjacent parcel(s) as part of the project, Respondent's property rights in such other parcels;
- v. Respondents' zoning strategies for the projects, including, if applicable, a detailed explanation and justification for any proposed zoning variance. If applicable, Respondents should provide a schedule that fully describes each step in the approval process necessary for entitlements assumed in the response. The residential component of the project, if any, should meet or exceed the affordability requirements of the District's Inclusionary Zoning program and the ADU Act; and
- vi. Respondents' transportation and parking strategy, taking into account the project's location close to a Metro station, multiple bus stops, and a major transportation corridor;

Tab 7: Affordable Housing (If Applicable)

Any response 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. If the project is intended to contain rental ADUs, all 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. If the project is intended to contain for sale ADUs, the purchase price of each ADU may not exceed the Maximum Sales Price 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; and
- V. The Respondents' proposed strategy for the marketing, operating and administering of ADUs in the project.

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 F)
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

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

Additional information on District regulations pertaining to affordable housing can be found at the District of Columbia Department of Housing and Community Development (“DHCD”) website: <http://dhcd.dc.gov/>

Tab 8: Proposed Financing Strategy

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

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

Tab 9: Project Budget Sources and Uses

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

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

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

Tab 10: Project Development and Operating Pro Forma

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

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

Tab 11: Financial Capacity

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

- i. A description of the financial capacity of Respondent's team members (including proposed tenants), by providing the last three (3) years of audited (strongly preferred) or unaudited financial statements, annual reports, balance sheets, profit and loss statements, evidence of lines of credit and uncommitted discretionary sources of equity, and/or any other material financial statements; and
- ii. A description of the amount of sponsor equity committed to the development of the Site and letter of commitment(s) from each equity investor for their proposal, stating the full terms and conditions under which amounts will be provided to the project. The schedule for the provision of equity shall be consistent with the Respondent's requirement for construction and permanent financing.
- iii. Newly formed entities, partnerships, and joint ventures should provide deliverables from sub-paragraphs i. and ii. for each of their entities' members.

Tab 12: Project Schedule

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

Tab 13: Statement of Minimum Terms and Conveyance

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

Tab 14: Community & Stakeholder Benefits & Outreach

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

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

Tab 15: Economic Impact and Public Benefits Analysis

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

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

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

First Source & Certified Business Enterprises

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

Local Hiring Opportunities and Apprenticeships

Respondents are encouraged to incorporate in their responses the following:

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

If included, evidence of the inclusion of such businesses should be submitted in the form of written confirmation from such neighborhood-based businesses and shall include the scope and details of the said businesses' involvement in the project.

Tab 17: Response Summary for Distribution to the Community

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

Tab 18: Hotel Uses (if applicable)

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

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

Deposit

Amount: \$25,000
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

Ten (10) hard copies and one (1) electronic version on CD-ROM in PDF and Excel formats, of the response and the Deposit, must be submitted by 3:00 P.M. on May 29, 2015.

Such responses must be identified by “Truxton Circle - 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: Tsega Bekele, 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 the District in its sole discretion. DMPED and/or the Panel may consult with professional consultants, advisors, and other stakeholders for technical assistance. DMPED and/or the Panel will evaluate each response, taking into account the information provided in response to the RFP and the best interests of the District.

Evaluation Criteria

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

Attainment of District Policy Goals

The District will more highly rate Respondents who achieve and exceed the following District policy goals:

- i. Respond to the goals and objectives of the Planning and Zoning Framework;
- ii. Maximize the economic value to the District;
- iii. Improve the quality of life for the surrounding neighborhood; and
- iv. Advance opportunities for local residents and businesses.

Development Vision

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

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

- i. Comprehensively address stakeholder concerns and requirements;
- ii. Stimulate pedestrian activity and include vibrant streetscapes; and
- iii. Achieve LEED certifications and are sustainable developments that have minimal impact on the environment.

Project Financial Feasibility and Team’s Financial Capacity

Respondents whose proposals 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. Provide funding plans, including sources and uses tables and multi-year pro-forma development budgets;
- iii. Display a willingness to provide the District with fair consideration for its real property assets;
- 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

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

Post-Selection Due Diligence

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

Disposition Agreement & Approval

The selected Respondent may be requested by DMPED to proceed to negotiate a Disposition Agreement and related legal documents (collectively, "Disposition Agreement"). If DMPED and the selected Respondent are unable to reach an agreement on all of the business terms and negotiate final forms of the Disposition Agreement within one hundred and twenty (120) days after notification of selection, DMPED, in its sole and absolute discretion, may terminate negotiations and select a different Respondent who responded to the RFP; re-issue the RFP; issue a modified RFP, or take such other measures as it deems reasonable, appropriate, or necessary. **All costs incurred by the Respondents in responding to this RFP and in performance of due diligence and predevelopment work shall be at Respondents' and their team members' sole cost and expense. Under no circumstances shall the District be responsible for the reimbursement of any such costs.**

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

TRANSACTION TERMS

Site Condition

As-Is Condition

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

Soil or Subsurface Conditions

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

Environmental Remediation

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

Predevelopment and Development Costs

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

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

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

RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

Reservation of Rights

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

- Cancel, withdraw or modify the RFP prior to or after the response deadline;
- Modify or issue clarifications to the RFP prior to the response deadline;
- After review of one or more responses, may request submission of additional information from some or all Respondents;
- Request one or more Respondents to modify its response(s), provide additional information, or provide a “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 the business terms and the Disposition Agreement are not negotiated to final form within the allotted period of time for negotiations with a prior selected Respondent;
- Make and memorialize modifications to any response during the course of 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; or
- Modify the deadline for responses or other actions; and (i) Reissue the original RFP, (ii) issue a modified RFP, or (iii) issue a new RFP, whether or not any responses have been received in response to the initial RFP.

Conflicts of Interest

Disclosure

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

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

On-going Reporting

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

Miscellaneous Provisions

Notice of Modifications

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

Change in Respondents' Information

If any information provided in a response by Respondent to the District changes (e.g., deletion or modification to any of 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 RFP. The District reserves the right to evaluate the modified response, eliminate Respondents from further consideration, or take other action as the District may deem appropriate. The District will require similar notification and approval rights of any change to Respondents' response or development team membership following award, if any.

Ownership and Use of Responses

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

Restricted Communications

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

Selection Non-Binding

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

Confidentiality

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

If Respondents provide information that they believe is exempt from mandatory disclosure under FOIA ("exempt information"), 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 Site for any reason, all deposits will be returned to the Respondent and the District shall be released from any and all further liability.

“Stand-Alone” 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 project, or any portion thereof, with any other assets. Moreover, Respondents are prohibited from assigning, pledging, hypothecating, or otherwise transferring their interest in the net cash flows or ownership of the project in part, or in whole, without prior District approval. Any additional debt shall require prior written District approval. This limitation shall apply until final completion of the project.

Disclosure of Fees

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

Restrictions

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

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

QUESTIONS

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

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

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

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

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

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

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

I, _____,
 (print name)

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

1. I acknowledge that the District of Columbia (the “**District**”) is the owner of the real property known as Lot 0842 in Square 0615 (the “**Property**”).

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

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

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

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

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

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

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

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

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

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

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

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

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

WITNESS:

Date: _____

Signature: _____

Print Name: _____

Affiliation: _____

Phone Number: _____

Email Address: _____

Business Address: _____

APPENDIX C | SCHEDULE OF PERFORMANCE

(To be completed and submitted with Response)

Milestone	Completion Date	Party Responsible
Final Selection & Notice	Fall 2015	DMPED
Execution of Disposition Agreement (subject to Council approval of surplus and disposition legislation)		DMPED & Developer
Submission of application to the DC Zoning Commission (if applicable)		Developer
Permit Drawing Submission to DMPED		Developer
Permit Drawing Submission to DCRA		Developer
Building Permit Issuance		Developer
Closing and Submission of Closing Payment		DMPED & Developer
Construction Commencement		Developer
Substantial Completion of Construction		Developer
Certificate of Occupancy Issued		Developer
Final Completion of Construction		Developer

**APPENDIX D | STATEMENT OF MINIMUM BUSINESS TERMS
DISPOSITION OF TRUXTON CIRCLE REDEVELOPMENT PROJECT PROPERTY
(1520-1522 NORTH CAPITOL STREET, NW; SSL: 0615 0842)**

Lessor	Government of the District of Columbia, acting by and through the Deputy Mayor for Planning and Economic Development (the “District”)
Lessee/Developer	
Description of Real Property	The parcel of land known for tax and assessment purposes as Lot 0842 in Square 0615 (“Site”)
Disposition Structure	The Site will be sold fee simple by the District to the Developer under D.C. Official Code § 10-801(b)(8)(F).
Closing Date	“Closing Date” means the date on which the fee disposition of the Site 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 for the Site at the time the disposition agreement is executed (“Disposition Agreement Payment”). The Disposition Agreement Payment shall not be refundable.
Closing Payment	In consideration of the District transferring the Site to the Developer, Developer shall pay to the District at Closing an amount equal to ninety percent (90%) of the Purchase Price for the Site (“Closing Payment”).
Purchase Price	\$ _____
Redevelopment and Operational Costs	The Developer shall be solely responsible for the costs of redevelopment, renovation, and future operation of the Site. The Developer shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the Site.
Conditions of Closing	In addition to the other District standard conditions of Closing, the District’s obligation to convey the Site 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; and • Developer’s providing the District development and completion guaranties and land note guaranties to the District’s satisfaction.
Developer Financing	Developer shall be responsible for obtaining financing and equity to fund 100% of the costs of developing the project. 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 Site is being redeveloped with a residential component, the project shall comply with the affordable housing requirements contained in the Inclusionary Zoning laws and the Disposition of District Land for Affordable Housing Amendment Act of 2014 (D.C. Law 20-193).
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. 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-Certified” building. 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 “Certified” level for the Improvements once construction has been completed.

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

The Respondent hereby acknowledges its agreement to be bound to the provisions of this Statement of Minimum Business Terms in the event the Respondent is selected to negotiate for the development and disposition of the 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:

Office of Attorney General for the District of Columbia Form 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. Ste 317
Washington D.C. 20007
Attention: Deputy Mayor for Planning
and Economic Development

Applicant

[Name of developer]
[Address of developer]

AMOUNT: \$[Letter of credit amount]

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

PROJECT: Truxton Circle, 1520-1522 North Capitol Street, NW

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 TABLES

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			
Address of Unit	Heating					
	Air Conditioning					
	Cooking					
	Other Electric					
	Water Heating					
	Water					
	Sewer					
	Trash Collection					
	Range					
	Refrigerator					
Number Of Bedrooms	Other (specify)					
	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.

US Department of Housing and Urban Development Section 8 Existing Housing Allowances for Tenant Furnished Utilities and Other Services					3/24/2015	
Washington, DC			Walk Up Apartments			
Utility or Service	Monthly Dollar Allowance					
	EFF.	1BR	2BR	3BR	4BR	5BR
Heating						
a. Natural Gas	\$30	\$40	\$50	\$60	\$70	\$80
b. Bottle Gas						
c. Oil	\$67	\$89	\$112	\$134	\$157	\$179
d. Electric	\$81	\$108	\$135	\$162	\$189	\$216
Air Conditioning	\$11	\$15	\$18	\$22	\$26	\$29
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						
Address of Unit	Heating					
	Air Conditioning					
	Cooking					
	Other Electric					
	Water Heating					
	Water					
	Sewer					
	Trash Collection					
	Range					
	Refrigerator					
Number Of Bedrooms	Other (specify)					
	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.