



Eisenhower East Development Opportunity

Eisenhower Ave Metro

Washington Metropolitan Area Transit Authority

Joint Development Solicitation #2024-01 | March 28, 2024

Table of Contents

01 The Opportunity

Executive Summary	04
Joint Development Goals & Program Guidelines	06
Site Description	07
Market Overview	10

02 Development Considerations

Metro Requirements	17
Site Details	18
Affordable Housing Requirements	20
Metro's Design Review Process	21

03 Proposal Submission

Solicitation Process Overview	23
Submission Requirements	24
Evaluation Criteria	26
Evaluation Process	27
Development Team Selection & Negotiations	28

04 Appendices

Appendix A: Site Information and Background	31
Appendix B. Definitions	38
Appendix C. General Conditions	41
Appendix D. Developer Certifications	42
Appendix E. Volume 1 Technical Proposal	44
Appendix F. Volume 2 Financial Proposal	45



01

The Opportunity



Executive Summary

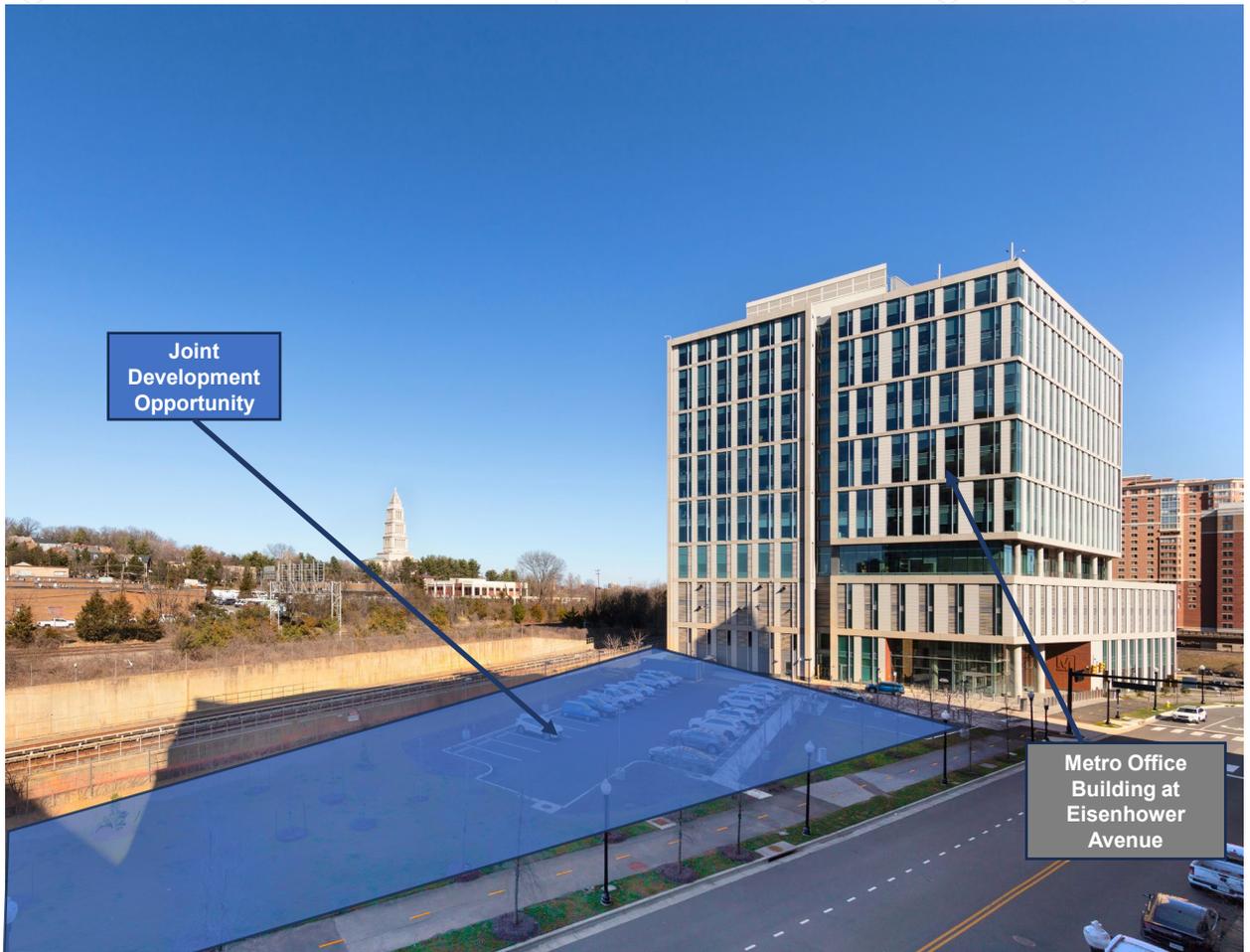


Figure 1: Eisenhower Avenue Joint Development Site

The Washington Metropolitan Area Transit Authority (“WMATA” or “Metro”) operates the third-largest heavy rail system and sixth-largest bus network in the United States and serves the Washington DC, Maryland and Virginia mega-region. Metro’s transit system is critical to the regional economy and employs more than 12,000 employees who serve the region’s customers every day. Metro’s long-term strategy and day-to-day decision-making are guided by its [Strategic Transformation Plan, Your Metro, The Way Forward](#). The plan guides Metro’s priorities and actions over the next five years as Metro works to meet the evolving needs of its customers, regain ridership post-pandemic, and respond to changing mobility patterns to ensure Metro meets the needs of the community.

Since 1975, Metro has completed 55 joint development projects totaling 17 million square feet at 30 Metro stations, more than any other transit authority in the country. Joint development is private development on transit-owned property that requires construction of and/or coordination with transit facilities. By leveraging private investment, Metro brings housing, jobs, retail and services closer to Metro stations and helps advance the region’s sustainability and climate goals. Joint development creates more dynamic station environments, increases Metro ridership, contributes to regional housing production goals and expands the regional tax base. This solicitation advances [Metro’s 10-Year Strategic Plan for Joint Development](#) and Metro’s goal of executing 20 joint development agreements over the next 10 years.

Executive Summary

Opportunity Overview

Metro is seeking a qualified developer to ground lease, design and construct a residential and/or commercial development on a .51-acre property located at 2403 - 2415 Mill Road ("Site") in the City of Alexandria, .3 miles from the Eisenhower Avenue Metrorail Station (Yellow Line) and adjacent to WMATA's newest office building, home to 1,400 Metro personnel. The Selected Developer should deliver a successful project that seamlessly integrates with Metro's adjacent office building and the surrounding Eisenhower East community. Based on current zoning and Metro requirements, the Joint Development Site could support approximately 300,000 square feet of development.

Opportunity Key Facts

 <p>Maximum Building Size</p> <p>Approximately 300,000 GSF .51 Total Acres .41 Developable Acres</p>	 <p>Development Potential</p> <p>Zoning Category: Coordinated Development District #2</p> <p>Allowable Uses: Office, residential, hotel, retail, medical, institutional, recreational, and education uses</p> <p>Parking: 0.8 per unit Structured</p> <p>Height: 100-200 Feet</p>	 <p>Transportation Network</p> <p>Multi-Modal Access</p> <ul style="list-style-type: none"> .3 miles from Eisenhower Ave Metrorail Station & bus routes .5 miles from I-495 79 Walk Score 73 Transit Score
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Solicitation Process

This solicitation includes context about the Site and Metro's goals that should inform submissions, including:

- Description of the Site, development potential and market trends
- Access and design requirements for Metro transit facilities
- Joint development goals, policies and process
- Evaluation factors and submission requirements

Solicitation Schedule

Metro's anticipated solicitation schedule is outlined below. Once a joint development agreement is negotiated, Metro will seek approval from Metro's Board of Directors and Federal Transit Administration (FTA) concurrence prior to execution.

ACTIVITY	DATE
RFP Release	March 28, 2024
Pre-Proposal Conference	April 9, 2024 *
RFP Questions Due	April 23, 2024
RFP Question Responses Provided	May 7, 2024
RFP Response Due	June 20, 2024
Developer Selected	Summer 2024
Joint Development Agreement Negotiations	Fall 2024 / Winter 25
Joint Development Agreement Execution	Spring 2025

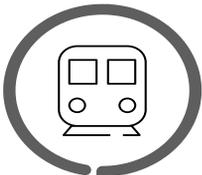
* Pre-Proposal Conference to be held at 10:00 am at 2401 Mill Road, Alexandria, VA 22314

Joint Development Goals & Program Guidelines

Joint development is defined as private development on transit-owned property that requires construction of and/or coordination with transit facilities. By leveraging private investment, Metro brings housing, jobs, retail and services closer to transit accessible locations and helps advance the region's sustainability and climate goals. Metro's 10-Year Strategic Plan for Joint Development set a goal of executing 20 joint development agreements over the next 10 years.

Joint development creates more dynamic station environments, increases Metro ridership, contributes to regional housing production goals and expands the regional tax base. Current joint developments generate nearly \$200 million per year in state and local tax revenue and future joint developments could add an estimated \$340 million per year.

Metro's Joint Development Goals



Generate new ridership and create value

Joint development increases ridership and creates value around existing Metro facilities by transforming parking lots and underutilized land into vibrant, mixed-use, higher density communities.



Foster a dynamic built environment that provides a sense of place

Joint development encourages transit-oriented development that prioritizes transit, pedestrian and bicycle access and placemaking that strengthens local communities.



Support transit oriented economic development

Joint development supports local and regional economic development priorities by attracting new jobs, industries and housing that generates net new state and local tax revenue on previously tax-exempt land.



Supporting local housing opportunities

Joint development contributes to the region's housing production goals and encourages collaboration with jurisdictional and private partners to leverage innovative financing tools (e.g., Montgomery County's tax abatement for high-rise housing on Metro property).

Joint Development Program Guidelines

Metro's joint development projects must adhere to the policies of the Federal Transit Administration (FTA) and Metro's Board. The program is guided by:

- [Metro's Joint Development Program Guidelines](#)
- [Metro's 10-Year Strategic Plan for Joint Development](#)
- [Metro's Station Site and Access Planning Manual](#)
- [Federal Transit Administration Guidance on Joint Development](#)

Site Description

Vision

The future Joint Development is an important opportunity to define one of the last infill development opportunities in the Eisenhower East neighborhood. Metro envisions the Site to be developed in a single phase with high-rise residential and/or commercial mixed-use and is open to Developers' perspectives on the proposed mix of uses and types of housing, retail and other amenities. The future Joint Development should employ transit-oriented development best practices and deliver a connected, dense, and walkable urban environment. Metro encourages developers to use public art, public realm design and/or other placemaking strategies to strengthen the connection to Metro's adjacent office building.

Location

The Site is located .3 miles from the Eisenhower Avenue Metro Station in the Eisenhower East neighborhood in the City of Alexandria Virginia and is adjacent to WMATA's newest office building, home of Metro's 24/7 Integrated Command and Communication Center ("MICC") and 1,400 WMATA employees. In addition to its Metro proximity, the Site is accessed from the east via Eisenhower Avenue and Stovall Street to the west, is approximately 900 feet from Telegraph Road, and 0.5 miles from I-495 (Capital Beltway). Metrorail tracks border the site to the north. The Site is proximate to several mixed-use projects including The Hoffman Center and Carlyle Crossing. Several multifamily development projects have delivered within the last 24 months directly south across Mill Road including the recently constructed Easton and Dylan & Reese projects.

The Site is comprised of two lots at 2415 Mill Road ("Site 1") and 2403 Mill Road ("Site 2") and is located on Block 15A, as shown in Figure 2. Block 15A, is currently divided into the Joint Development Site on the west side of the block and Metro's recently completed office building on the east.

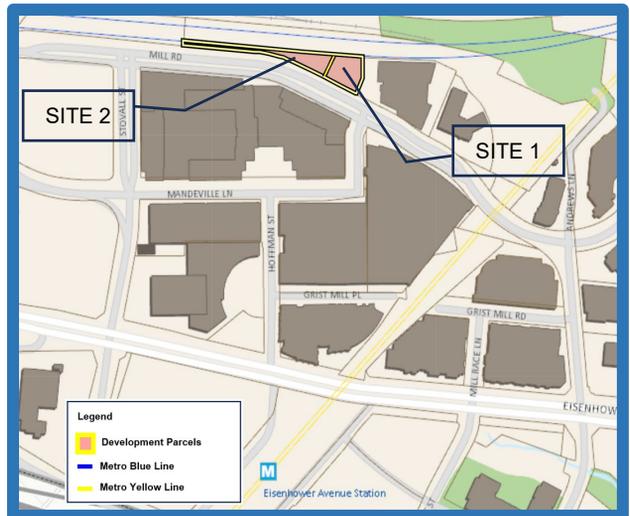


Figure 2: City of Alexandria site Map 072.02 Block 15 A sites 1 and 2

Land Use and Existing Zoning

The Site is currently used as temporary surface parking for the recently completed Metro Office Building at Eisenhower. These parking spaces do not need to be replaced by the future joint development. Metro is open to considering re-design and incorporation of the Plaza in a proposed development.

The Site is governed by the City of Alexandria's Small Area Plan for the Eisenhower East neighborhood. The Site totals .51 gross acres with .41 acres of developable land and a maximum building size of approximately 300,000 sf based on Metro's required easements and Metro's interpretation of City land use and zoning standards.

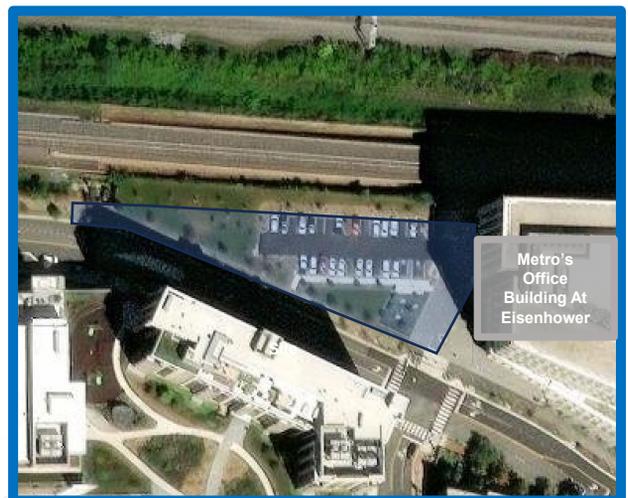


Figure 3: Temporary Service Lot on 2403-2415 Mill Road

Site Description

Land Use and Existing Zoning

The property is located on Eisenhower East Block 15A in a special zoning district referred to as "Coordinated Development District #2." Coordinated Development Districts ("CDD") require approval of a framework plan, called a Conceptual Development Plan, as an intermediate step between the recommendations of the Small Area Plan and the approval of a Development Special Use Permit ("DSUP") for an individual building.

A CDD Conceptual Design Plan includes information such as major use types (residential, commercial, etc.), height, floor area and other fundamental building elements. The WMATA office building on the eastern portion of Block 15A received approval of a CDD Conceptual Design Plan as part of its Development Special Use Permit ("DUSP") approval in 2019. The CDD Conceptual Design Plan approval included the entire property but did not include any floor area for a new building on the western portion given that its most immediate use was expected to be a surface parking lot. Thus, any new development on the balance of Block 15A would need approval of a CDD Conceptual Design Plan amendment in addition to a DSUP approval for an individual building. These two land use approvals, which the City can review simultaneously, are subject to public hearings before the Planning Commission and City Council.

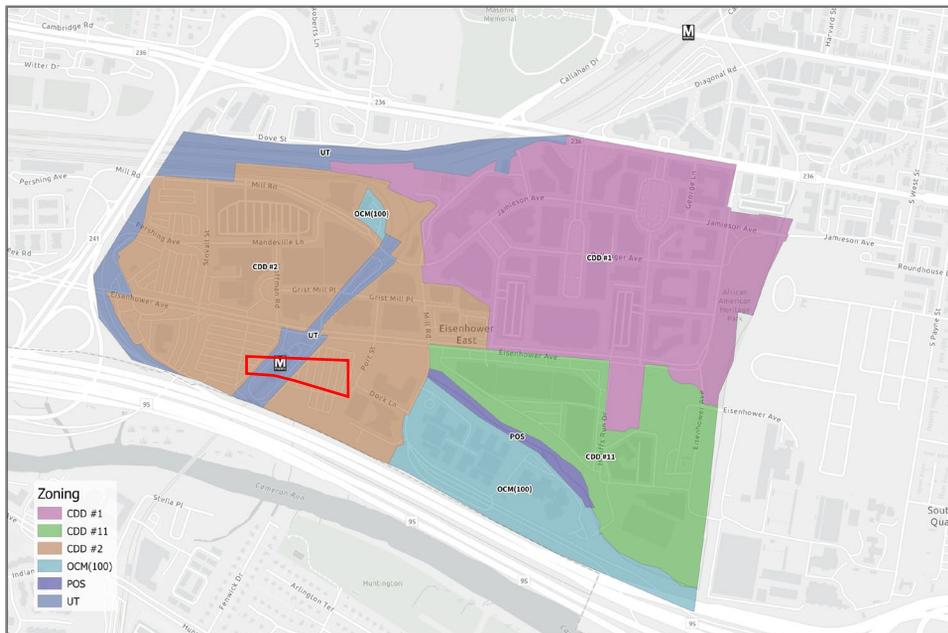


Figure 4: Eisenhower East Small Area Plan Zoning Map

Per the Eisenhower East Small Area Plan (EESAP), commercial land uses are office, hotel, retail, medical, institutional, recreational, and educational uses. Permitted residential uses include market-rate apartments, affordable units, senior housing and other senior-serving uses. Although there are no public open space or retail minimum requirements in the EESAP, the City's Zoning Code, which supersedes the EESAP, does require open space.

The Small Area Plan requires a minimum of thirty percent commercial use for CDD#2 zones, (Section 1.3.2), with a building height between 100 and 200 feet. The Metro Building at Eisenhower was completed in 2023 and includes 433,485 GSF of office space. It is anticipated that the City of Alexandria will consider allocating the existing office space toward the 30 percent commercial use requirement of Block 15A to enable the Joint Development to have up to 100 percent residential use.

All Developers are encouraged to align their development concept with the zoning requirements and development guidelines established by the Small Area Plan, the City of Alexandria Zoning Ordinance and Alexandria Planning staff. **The Selected Developer will be responsible for independently validating all land use assumptions described in this solicitation, for seeking all project entitlements, securing financing, and executing the construction, marketing, and final delivery of the project.**

Site Description

Land Use and Existing Zoning

Site Description

Eisenhower East Small Area Plan Zone CCD#2 Development Summary

BLOCK #	15A/B
PRINCIPAL LAND USES	RESIDENTIAL AND COMMERCIAL
REQUIRED MIN. PERCENTAGE OF COMMERCIAL (%)	30
MAX. BUILDING HEIGHT (FT)	200
MIN. BUILDING HEIGHT (FT)	100

Gross Building Potential

There are no FAR limits on the Site. Based on Metro's development feasibility study and a review of site diligence documents, the development potential of the site is summarized below:

SITE AREA	0.51 acres	
DEVELOPABLE AREA	0.41 acres	
BUILDING HEIGHT	19 Stories	
GROSS FLOOR AREA	Total	Approximately 300,000 sf

City Parking Requirements and Potential Waivers

Metro expects the proposed project to promote transit usage and multi-modal access and minimize parking. While the currently required parking ratio per City Code for the Site is .8 spaces per bedroom for sites within a half-a-mile of Metro, the Selected Developer should pursue eligible parking waivers or other parking credits with the City. The Walkability Index Score for this site is 79.

Market rate housing development Allowable Parking Credits

	Allowable Credits/Deductions
WALKABILITY INDEX SCORE 90-100	10%
WALKABILITY INDEX SCORE 80-89	5%
4 OR MORE BUS ROUTES STOP WITHIN .25 MILE	5%
HAS 20% OR MORE STUDIO UNITS	5%

Market Overview

Eisenhower East Neighborhood Context

Located in Alexandria, VA, Eisenhower East is a highly sought-after submarket strategically positioned near Reagan National Airport, I-495, and I-395, providing easy access to downtown D.C. This mixed-use community boasts Class A office spaces, contemporary residences, and a bustling retail scene. The Alexandria and I-395 submarkets represent the Washington Metropolitan area's largest multifamily submarket by unit count. The emergence of transit-oriented development along the Yellow Line has been a large driver of this growth. In the past five years, more than 1,200 units have been built within just two blocks of the Eisenhower Avenue station, with an additional 466 units delivered in Q4 of 2023.

The Eisenhower East neighborhood is anchored by the US Patent and Trademark Office as well as the U.S. District Court. The government occupies over 2,000,000 SF of offices in buildings within .5 miles of the site. Hoffman Town Center and Carlyle Crossing are located directly south of the Site. Combined, both projects have created a major retail destination featuring a 22-screen cinema, Wegman's supermarket, a selection of restaurants, as well as office space and rental apartments.

Recent Development

The Eisenhower East area has experienced significant growth over the past five years. Substantial high-rise mixed-use, multifamily and office developments have been completed near the Eisenhower Avenue station, including:

Carlyle Crossing: A 1.7 million square foot mixed-use development from Stonebridge was recently recognized by the National Association of Home Builders as the Best High-Rise Apartment Community in the Region. This development is anchored by:

- **Dylan & Reese:** 12-story, 591-unit community delivered in 2021
- **The Easton:** 16-story, 150-unit mixed-use apartment development delivered in 2022
- **Wegmans:** 81,000 square foot grocery store opened in 2022 across from the Site.

The Meridian 2250 at Eisenhower Station: This 466-unit building delivered in Q4 2023 by Paradigm and is currently in lease-up.

Metro Building at Eisenhower, a 433,453 GSF office building delivered in 2023 directly adjacent to the Site.

Development Pipeline

The Hoffman Co. controls several vacant lots totaling approximately 17 acres around the Eisenhower Avenue Station. Current zoning allows for up to 6.9 million square feet of additional residential and commercial development on these properties with maximum building heights of 400 feet. A recent Coordinated Development District conceptual plan application contemplates increasing density at these lots to approximately 7.6 million square feet of mixed-use development.



Dylan and Reese



Easton



Metro Building At Eisenhower



Park Meridian & Future Projects

Eisenhower East Neighborhood Amenities Map



Retail

1. Wegmans
2. CVS
3. Sola Salon
4. Orange Theory
5. AMC Hoffman Center 22 Theatre
6. FedEx Pack and Print
7. Street Corner Market
8. Eisenhower East KinderCare
9. Celebree School of Alexandria
10. United States Senate Federal Credit Union

11. 7-Eleven
12. Inspire nail Bar
13. One Life Fitness
14. Uptown Cleaners
15. Cut and Shave Barbershop

Restaurants

1. Nando's Peri Peri
2. &Pizza
3. Starbucks
4. Delia's
5. Cold Stone Creamery

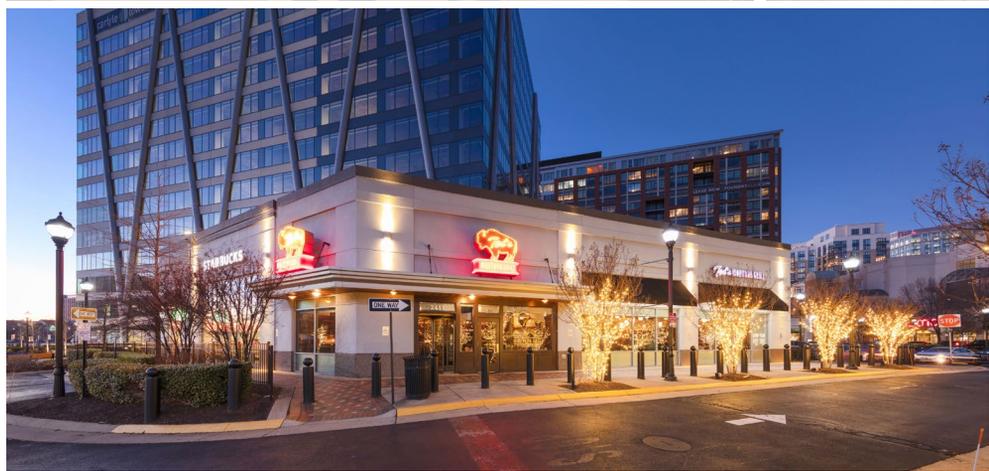
6. Galae Thai
7. Teds Montana Grill
8. Subway
9. San Antonio Bar and Grill
10. Pasara Thai

Employers

1. Metro Building at Eisenhower
2. National Science Foundation
3. United States Patent and Trade Office
4. United States District Court

Hotels

1. Holiday Inn Alexandria - Carlyle, an IHG Hotel
2. Embassy Suites by Hilton Alexandria Old Town
3. Residence Inn by Marriott Alexandria Old Town South at Carlyle
4. Hilton Garden Inn Alexandria Old Town National Harbor
5. The Westin Alexandria Old Town
6. Courtyard by Marriott Alexandria Old Town/Southwest



Demographic Overview

1- Mile Population and Demographic Trends – 2010 to 2028 (estimated)

The Eisenhower East neighborhood demographic trends illustrate a thriving community with a growing population, strong earning potential, and a diverse housing market. The combination of a solid median household income, mixed ownership structure, and attractive real estate values positions the Site as an appealing destination for individuals and families seeking a high-quality living experience in a flourishing region.



27,689
Population



1.7%
Annual Population
Growth



\$125,941
Median Household
Income



\$710,336
Median Home Value

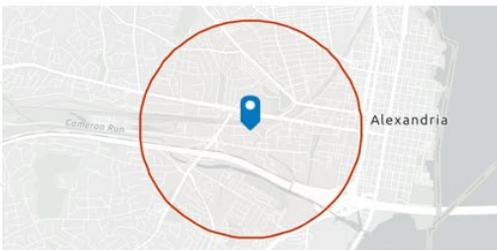
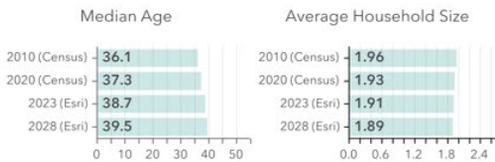
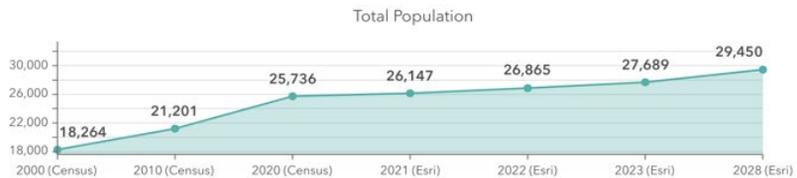
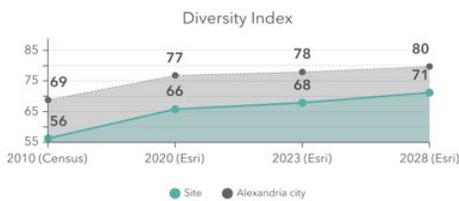


42%
Owner Occupied
Units



58%
Renter Occupied
Units

The Opportunity



2000-2020 Compound Annual Growth Rate



1.73%
Population
(Census)



1.99%
Households
(Census)



2.18%
Housing
Units
(Census)



11,486
2010
(Census)



14,081
2020
(Census)



15,596
2023
(Esri)



16,436
2028
(Esri)

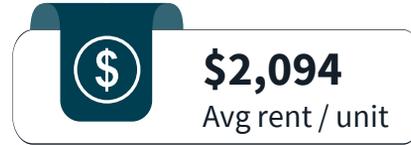
Total Housing Units: Past, Present, Future

Source: This infographic contains data provided by U.S. Census (2000, 2010, 2020), Esri (2023, 2028), ACS (2017-2021). © 2024 Esri

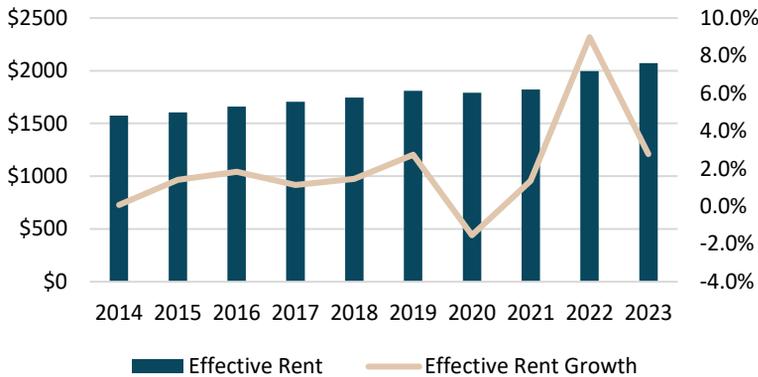
Market Overview

Washington Metropolitan Multifamily Performance

Q4 2023

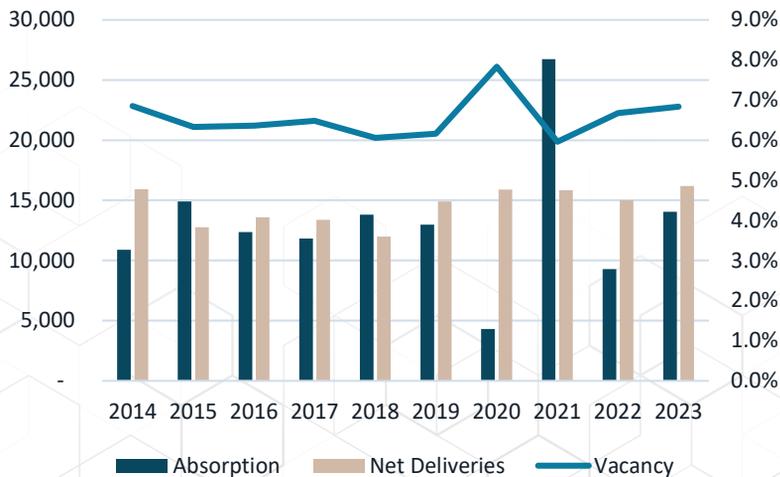


Historic Rent Growth



The Washington DC region has seen significant annual year-over-year growth, with an average rent per unit reaching \$2,094, representing a 2.8% increase from 2022-2023. The largest rent growth in recent history occurred from 2021-2022 when rents rose by 9.0%. The average annual rental growth over the past 10 years has remained steady at 2.0%.

Historic Absorption, Net Deliveries and Vacancy



Over the last 10 years, the Washington DC region has averaged over 13,000 net deliveries per year. This constant influx of supply, coupled with fluctuating demand, has resulted in elevated vacancies over the last decade, particularly in the suburban Maryland submarkets. Both Northern Virginia and DC experienced compressed vacancy rates in 2023.

Source: AxioMetrics, CoStar

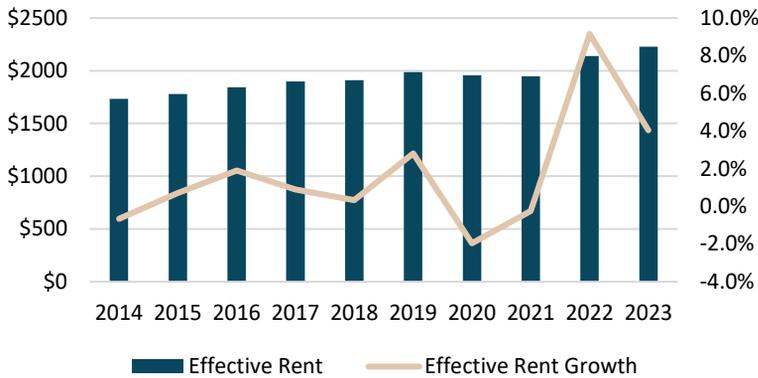
Submarket Overview

East Alexandria Multifamily Performance

Q4 2023

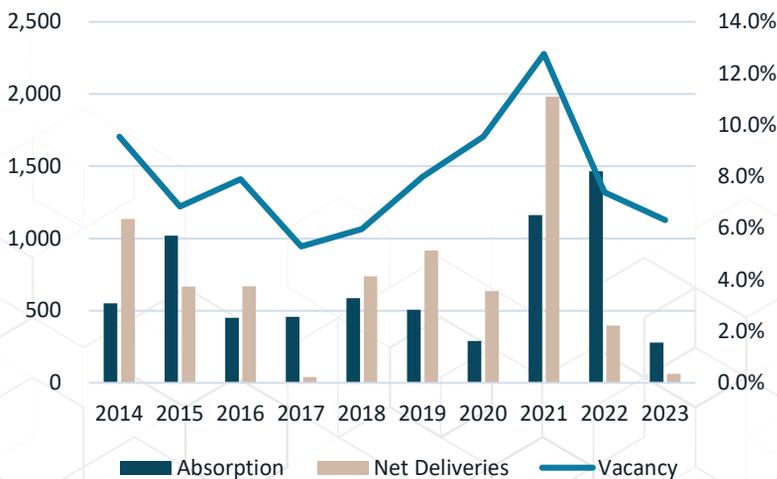


Historic Rent Growth



In the Alexandria East submarket, the average rent per unit is \$2,252, which represents a 4.0% growth from 2022-2023. This rent level is 7.0% higher than the DC MSA average. Similar to the trend in the DC MSA, the largest rent growth in recent history occurred between 2021 and 2022, with a notable increase of 9.2%. The average rental growth over the past 10 years has averaged 1.7%.

Historic Absorption, Net Deliveries and Vacancy



Over the last decade, the East Alexandria submarket has averaged over 724 net deliveries per year, representing stable growth for the region. While the submarket's multifamily assets are in demand, the vacancy rate remains slightly elevated at 6.3%. As net deliveries slow down and vacancies fall, the submarket will be poised to absorb new multifamily housing stock.

Source: AxioMetrics, CoStar

02

Development Considerations



Metro Requirements

This section details requirements that the submissions must account for and be responsive to in developing a proposal.

Metro Transaction Structure

Metro prefers a ground lease structure where Metro will retain ownership of the land and the Selected Developer will lease the property for up to 99 years. Metro expects recurring lease payments with the opportunity to participate in cashflows based on the performance of the project and capital events. Proposals should clearly articulate all proposed ground lease payment terms (including escalations or resets), which may include predevelopment rent, base ground rent, participating rent, capital event rent, post-amortization rent, or other forms of rent. Refer to Appendix F "Submission Forms" for additional details.

Transit Facility Infrastructure

Metro does not require transit facility replacement at this site, nor does Metro require any structures or infrastructure to be constructed for future transit facilities. Portions of the Site are encumbered by active Metrorail tracks, and the Selected Developer must design and construct its project in accordance with Metro's Adjacent Construction Project Manual v.6 as the Site is located within Metro's rail corridor Zone of Influence.

Constructing in Metro's Zone of Influence

Metrorail tracks that abut the entire length of the north side of the Site cannot be relocated or removed and must not be impacted by the Project. Final site boundaries will be redefined to exclude the tracks. Developing adjacent to the Metrorail tracks and Metro's Zone of Influence requires careful planning and coordination. Construction activities must consider the operational needs of the Metro system to minimize disruptions and maintain the safety and reliability of the service. Developers should consider the potential impacts on the accessibility and functionality of the Metro infrastructure, ensuring that the development supports efficient transit operations. The Selected Developer will need to address how any increase in structural loads and/or earth pressure might impact existing Metro infrastructure or facilities.

Developers should refer to Metro's Adjacent Construction Project Manual Revision 6 for guidance in determining the Zone of Influence and how to mitigate the impact. Please refer to Appendix A-1.0 for more information.

Metro Easements

Metro requires a minimum offset of 15 feet from the tracks for vehicle and maintenance access. Typical maintenance performed by Metro includes drainage, utilities, fencing/gates, and intrusion detection warning wire located on the fence. If this is not deeded to Metro, then the Selected Developer must provide an easement to Metro across the entire area between the Metro fence/right-of-way line and the 15-foot offset, including permanent access along the entire frontage of the tracks. Please refer to Appendix A-1.1 for more information.

Metro has built a plaza between the Metro Building at Eisenhower and the Site, which provides access to the temporary parking lot currently located on the Site. This plaza can be redesigned and incorporated into the project but must remain open to Metro employees and the general public. The plaza could be used for vehicle access to a future parking garage entrance, subject to an operating agreement or easement with Metro.

Site Details

Site Development Conditions

Connections to utilities are easily accessible around the perimeter of the Site, mainly within the Mill Road right of way. A duct bank located along the northern edge of the Site adjacent to the tracks cannot be relocated or removed. Future designs, construction processes, and built conditions cannot impede access or disturb telecommunications services to/or from the Metro Building at Eisenhower and its duct banks. The Developable Area described on page 17 of this Solicitation incorporates a 5-foot offset from the duct bank. The Developer is expected to conduct further analysis to address these sensitivities.

City of Alexandria traffic engineers discourage more than the existing two curb cuts for Block 15A, combined with WMATA's adjacent office site. As such, Alexandria planning staff recommended a condition limiting the Site to two curb cuts, and any future curb cuts would be reviewed in conjunction with new development on the remaining portion of the property (DSUP Condition #35). If the Selected Developer proposes to use the existing curb cut for access to the development, the Developer and WMATA must establish a shared access easement.

Public Art Requirements

Public art is a required component of development projects in the City of Alexandria. Developers work with City staff to incorporate on-site public art or provide an equivalent monetary contribution for public art within the Small Area Plan per the City's Public Art Policy, adopted December 13, 2014. The current in-lieu contribution of \$0.30 per gross square foot, with a maximum contribution of \$75,000 per building to issue the first Certificate Of Occupancy. On-Site public art shall be of an equivalent value to the contribution.

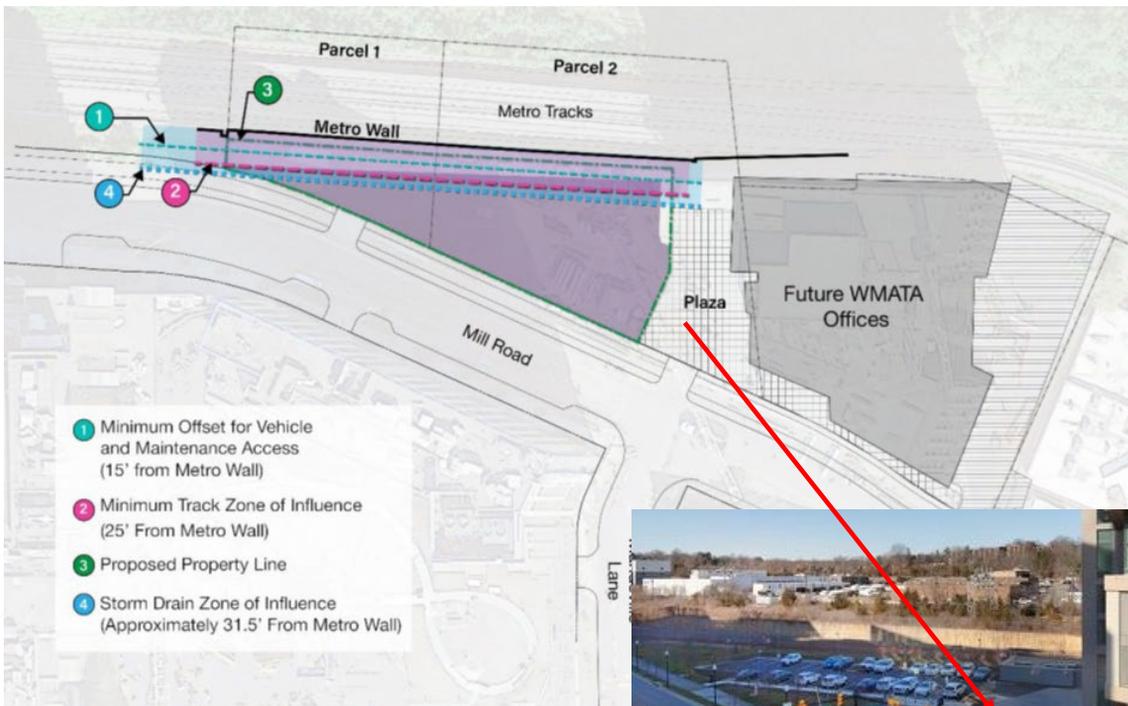


Figure 5: Mill Road site Plan with Metro's Requirements



Site Details

Environmental Obligations

Due to the known presence of petroleum-contaminated soils, the Selected Developer will dispose of and mitigate any potential contaminated soils. This mitigation may include environmental excavation monitoring, creating safety and soil management plans, and designing a vapor barrier and degassing system to be installed as part of construction. Additionally, due to findings during groundwater testing, the Selected Developer will also need to obtain a special permit if groundwater needs to be removed during construction.

More detailed information about the environmental conditions of the Site can be found in the Phase 1 and Phase 2 ESAs attached in Appendix A-2.

Due Diligence Documents

Metro's existing due diligence materials are provided in the Appendix A for the Site and listed below. Any additional site information or due diligence must be conducted by the Selected Developer. There are no existing entitlements for the site.

Metro EISENHOWER OFFICE SPECIAL USE PERMIT

Author: Bowman Consulting

Date: July 29, 2020

Location: 2395 Mill Road, City of Alexandria, Virginia

PHASE 1 ESA

Author: ECS Mid-Atlantic, LLC

Date: December 13, 2018

Location: Metro Mill Road Property (2395, 2403, 2415 Mill Road), Alexandria, Virginia

Phase 2 ESA

Author: ECS Mid-Atlantic, LLC

Date: January 25, 2019

Location: 2395 Mill Road, Alexandria, Virginia

GEOTECHNICAL REPORT

Author: ECS Mid-Atlantic, LLC

Date: September 27, 2019

Location: 2395 Mill Road, City of Alexandria, Virginia

Alta Survey

Author: Bowman Consulting

Date: December 18, 2018

Location: 2395 Mill Road, City of Alexandria, Virginia

Affordable Housing Requirements

Metro does not have its own affordable housing requirement because it operates in dozens of local jurisdictions with different affordable housing requirements. As such, all Joint Development projects must comply with the affordable housing requirements of the local jurisdiction. The City of Alexandria's affordable housing laws and policies require ten percent of new residential units to be designated as affordable at 60 percent of AMI for a period of 40 years as described in the Eisenhower East Small Area Plan (updated March 14, 2020). An equivalency analysis is required for any for-sale housing.

It is Metro's understanding that the "base amount" of development allowable on the block as of the updated 2020 Eisenhower East Small Area Plan was 425,187 square feet of office use. The Metro Building at Eisenhower is adjacent to the Site and contains 408,767 square feet of office use. As this is lower than the 2003 base amount (425,187), the requirement for affordable housing begins after the first 16,420 square feet of development at the site. Developers should review these standards and confirm their own opinion of these requirements.

Under Section 7-700 of the City of Alexandria Zoning Ordinance, a bonus density of up to 30 percent is allowed to encourage the production of additional affordable units. Developers are encouraged to consult with Alexandria planning and housing staff to confirm the City's housing goals and strategies for achieving potential bonus density.



Metro's Design Review Process

Metro's role in connection with Joint Development Projects is to ensure that its assets are protected (where applicable), designed, constructed and conveyed to Metro in accordance with Metro's requirements and specifications. Metro has made significant strides in enhancing internal and external coordination with the Selected Developer throughout the project lifecycle and understands the critical importance of effective collaboration to ensure the success of our Joint Development projects.

Detailed building design is not required for the solicitation submission however Developer's should submit a proposed development plan for Metro's evaluation. Please see the instructions in Appendix E, Volume I - Technical Submission Requirements, Section 1.3.5 - Conceptual Drawings. Respondents should also provide a package of conceptual drawings based on the proposed development program, to be submitted as part of the separate Volume I PDF. This should include, at minimum, site plans, massing, and circulation elements.

Once Metro staff has identified the Selected Developer, the development plan proposal, as mutually amended or modified by Metro and the Selected Developer, will be appended as the Proposed Development Plan to the Joint Development Agreement (JDA), which will be subject to the approval of the Metro Board of Directors and the FTA. Following the execution of the JDA, the Developer will be responsible for advancing design for Metro's review and approval. Metro will focus on the operational and risk implications of Joint Development on, over, or under WMATA property and/or facilities which may impact an existing WMATA facility, the Roadway, bus routes, and/or bus stops and pedestrian safety and comfort.

The Office of Real Estate and Development will coordinate the circulation, review, and resolution of all safety and internal comments for the Proposed Development Plan (typically includes Schematic Design and Design Development documents). Following Metro's review, the Selected Developer will be responsible for making any final revisions to address any issues that are not consistent with Metro's standards or requirements, except where previously agreed upon. Once all requirements relating to scope have been settled and Metro has approved the Development Plan, the Selected Developer will advance to the Construction Document Phase. At that point, responsibility for internal Metro coordination will be transferred to the Office of Joint Development and Adjacent Construction (JDAC) team to review the Selected Developer's subsequent design documents for compliance with Metro's technical requirements and standards. The Office of Real Estate and Development and JDAC will work in close collaboration with one another throughout the lifecycle of the project. The Office of Real Estate and Development will be the key point of contact within the WMATA Project Team to ensure consistency with Construction Documents and to troubleshoot issues or concerns.

The Selected Developer will be responsible for reimbursing WMATA's for its cost to review, comment and approve all Project plan submittals to regulatory authorities including any revisions, amendments and/or resubmittals.

03

Proposal Submission



Solicitation Process Overview

Solicitation responses must include qualifications, past project experience, a specific development plan, and a detailed financial proposal. Metro encourages participation by Developer's that maximize team leadership and/or inclusion by racial and ethnic minorities and other persons who are members of historically disadvantaged groups. Full submission requirements are provided in Appendices E and F. An executable Developer Certification is found in Exhibit D. Additional details about the site and joint development requirements are found in Appendices A – C.



Solicitation Schedule

ACTIVITY	DATE
RFP Release	March 28, 2024
Pre-Proposal Conference	April 9, 2024 *
RFP Questions Due	April 23, 2024
RFP Question Responses Provided	May 7, 2024
RFP Response Due	June 20, 2024
Developer Selected	Summer 2024
Joint Development Agreement Negotiations	Fall 2024 / Winter 2025
Joint Development Agreement Execution	Spring 2025

* Pre-Proposal Conference to be held at 10:00 am at 2401 Mill Road, Alexandria, VA 22314

Site Inspection and Project Inquiries

Many areas of the Joint Development Site are open to the public and may be visually inspected at any time.

All Developer inquiries concerning this Joint Development Solicitation should be submitted in writing to EisenhowerJD@wmata.com. The deadline for receipt of written inquiries is April 23, 2024. Metro will respond in writing to all inquiries received and all responses will be shared with all Developers on an ongoing basis up to May 7, 2024. Oral explanations or responses are not binding. Metro assumes no responsibility for interpretations of this Joint Development Solicitation made by Developers.

Submission Requirements

Proposal Content

Proposals should include two separate attachments, Volume I, described in Appendix E, and Volume II, as described in Appendix F. Volume I should be submitted as a narrative in PDF format consistent with the order of components listed for Volume I. Volume II should be submitted as an editable and unlocked Excel file. Additionally, respondents should submit PDFs responding to each component identified below and any additional information the Developer would like to include that is not provided in the Excel file submittals. PDF submittals for Volume I and Volume II are together limited to no more than 70 pages (35 double-sided pages), not including a title page or table of contents.

Volume 1 – Development Team and Concept Plan

The components of Volume 1 include:

- 1-A A narrative description providing all technical information on the Developer, proposed development, and other non-financial information. No financial information on the proposed development program should be included in Volume 1.
- 1-B Developers Firm Profile & Qualifications
- 1-C Joint Development Concept Plan
- 1-D Development Approach
- 1-E Project Delivery Schedule
- 1-F Developer Certifications (Appendix D)
- 1-G Acknowledgement Form of Receipt of Amendments

Volume 2 – Financial Proposal

The components of Volume 2 include:

- 2-A Financial Plan
- 2-B Financial Summary Template
- 2-C Developer Pro Forma

Detail on proposal requirements and associated forms are provided in Appendix E for Volume 1 and in Appendix F for Volume 2. All required forms must be completed by Developers and included as part of their proposal submission.

Proposal Submission

Developers must submit an electronic copy of their response in PDF format (with the exception of a copy of the financial pro forma in an editable Excel file), no later than 2pm EST, June 20, 2024. Responses received after this time will not be considered. Responses should be sent to:

EisenhowerJD@wmata.com

Subject: Eisenhower Avenue Joint Development

Submission Requirements

Process Considerations

Metro reserves the right to issue amendments or supplements to this Joint Development Solicitation.

Acceptance/Rejection of Proposals

Metro's designation of a Selected Developer provides no binding rights to the Selected Developer and does not mean Metro accepts the Proposal without further negotiation. Rather the Proposal and the designation as Selected Developer are the foundation for further negotiation. Metro reserves the right to negotiate a Joint Development Agreement with a Selected Developer containing benefits to Metro that exceed those set forth in the Proposal. Until such time as the Joint Development Agreement is negotiated, signed by both parties and approved by the Metro Board of Directors and the Federal Transit Administration (FTA), the Selected Developer has no vested rights by virtue of its designation as such.

This Joint Development Solicitation does not commit Metro to designate a Selected Developer or to enter into a Joint Development Agreement. Metro reserves the right to accept or reject any or all Proposals. Rejection of a Proposal need not be by an affirmative act on Metro's part. Metro reserves the right to reissue this Joint Development Solicitation to any and all Developers in Metro's sole and absolute discretion.

Binding Agreement

An executed Joint Development Agreement approved by the Metro Board of Directors and the FTA is the only binding commitment of and by Metro with respect to a Joint Development. Designation of a Selected Developer, Metro's acceptance of the Final Proposal, or any conduct or oral representation by Metro shall not in any way constitute a binding obligation or commitment by Metro. By submitting a Proposal, the developer acknowledges it will have no legal or equitable right to, or interest in, any Joint Development except as outlined in an executed Joint Development Agreement approved by the Board of Directors and the FTA.

By submitting a Proposal, the Developer is deemed to have agreed to and accepted all terms and conditions set forth in this Joint Development Solicitation – including the General Conditions in Appendix C - and any amendments or supplements issued before the Final Proposal is submitted. All submissions to the Solicitation shall remain the property of Metro.

Costs

Metro shall not be liable for any costs incurred by a Developer responding to this Joint Development Solicitation or any costs incurred with respect to their preparation of a Proposal or their negotiation of the Joint Development Agreement and related final documentation. Each Developer and each Selected Developer shall bear all of its/their own costs in that regard.

Evaluation Criteria

Evaluation of proposals will be based on information provided in the Developer’s submissions, in accordance with the requirements of this Solicitation; any interviews; and any additional information requested by Metro. Only Developer proposals deemed to be complete and fulfilling the minimum threshold requirements will be evaluated using the scoring described below. Developers will be notified if their proposal is deemed non-complete.

Developer proposals deemed to be complete will be evaluated using the scoring detailed below. Proposals will first be evaluated for non-financial criteria, accounting for 100 points. Only those responses scoring at least 70 points will advance to the financial evaluation.

Next, proposals will be evaluated based on financial criteria, including feasibility of the financial plan and assumptions, ability to secure financing, and financial offer. For the financial offer, the proposal with the most accretive price, defined as the present value of proposed payments to Metro, will receive a maximum score of 50 points for the price criterion. All other proposals will receive scores that are lower in proportion to the difference in the present value of proposed payments.

Non-financial scoring criteria	Weight
Developer Experience and Qualifications	50 Points
<ul style="list-style-type: none"> Delivering complex development partnerships with public partners Delivering mixed-use, transit-oriented projects With local development in the Washington region Delivering projects with affordable housing requirements and procuring public subsidies 	
Development Concept	50 Points
<ul style="list-style-type: none"> Compelling vision for development program and integration of Site within surroundings and fostering dynamic TOD environment, including placemaking and public art where possible Compelling vision for supporting the local jurisdiction’s housing goals Integration of mixes of uses within a single development Innovative and creative approach to addressing identified Site features and constraints Feasible development strategy (e.g., zoning updates, regulatory needs, etc.) Community engagement/outreach plan 	
Non-Financial Points Possible	100 Points
Financial scoring criteria	
Financial Plan	50 Points
<ul style="list-style-type: none"> Proposed financial structure Feasibility of financial plan and assumptions Demonstrated experience or ability to raise debt and equity 	
Financial Offer	50 Points
Financial Points Possible	100 Points
TOTAL POINTS POSSIBLE	200 POINTS

Evaluation Process

Metro shall designate an evaluation panel composed of Metro staff to review submitted proposals in coordination with its consultants. Jurisdictional officials may also be asked to consult with the evaluation panel.

Proposal Review Process

Metro staff and its consultants will review and evaluate Proposals.

Non-Responsive Proposals

Proposals that in Metro's sole and absolute discretion are deemed nonresponsive or not reasonably susceptible of being selected for award will be rejected. Metro reserves the right to accept or reject any Proposal without negotiation or discussion. Metro may, at its election, waive any minor informality or irregularity in Proposals received.

Meetings with Developers

Based on Metro's evaluation of proposal submission, some or all of the Developers may be further invited for an interview to present their proposal to Metro or project stakeholders. If interviews are held, Metro assumes, at minimum, that the principal project executive and project manager will attend in person. Metro will offer invited teams for in-person interviews a range of dates and times to accommodate schedules. Metro may also request additional information.

Best And Final Offer

Metro may negotiate concurrently with one or more Developers based on their Proposals. At any time, Metro reserves the right to request additional supporting information from Developers or request a Best and Final Offer. Developers will not be entitled to change their proposals after submission, except in instances at the explicit request from Metro.

Selected Developer Status

Upon evaluation of all proposal materials, the Evaluation Team will submit a recommendation regarding the designation of a Selected Developer. This recommendation will be based on the evaluation criteria included in this Solicitation.

Notwithstanding the designation of a Selected Developer, no rights vest in the Selected Developer until a Joint Development Agreement is signed by both parties and approved by the Metro Board of Directors and the FTA.

Continuing Offers

Unless a Proposal is withdrawn in accordance with the terms of this Joint Development Solicitation, each Proposal received will be deemed to be a continuing offer good for two hundred ten (210) days or until the Proposal is accepted or rejected by Metro, whichever first occurs.

Developer Selection and Negotiations

Joint Development Agreement Negotiations

Metro staff will negotiate a Joint Development Agreement (and other necessary documentation) with the Selected Developer that incorporates the provisions of their Proposal. Additionally, the Joint Development Agreement shall require payment of a non-refundable deposit and a development schedule.

The Joint Development Agreement shall be executed within 180 days following the designation of the Selected Developer. If the Selected Developer and Metro do not reach a Joint Development Agreement within 180 days, Metro may: 1) enter negotiations with another developer, 2) initiate a new procurement (solely at the discretion of Metro), 3) re-advertise the Joint Development opportunity, 4) terminate the offering of the Joint Development, or 5) reestablish the Selected Developer designation and provide a specific time frame to the Selected Developer for the completion of negotiations. Metro may require an additional deposit to be held in escrow by Metro as a condition for reestablishing the Selected Developer designation.

Approvals

Metro staff will submit the terms of the negotiated Joint Development Agreement to Metro's Board of Directors and make a recommendation for approval of the transaction. There is no binding agreement between the Selected Developer and Metro until the Metro Board of Directors and the FTA have approved the negotiated Joint Development Agreement.

Incurred Legal Fees

Beginning with Joint Development Agreement negotiations and continuing through to project closing, Metro will track all legal fees incurred from outside counsel with respect to the Joint Development project. Metro shall be responsible for all of its own legal fees up to \$100,000. Once Metro's incurred legal fees for any phase of development surpass \$100,000, the Selected Developer shall bear all of Metro's legal costs until project closing. The Selected Developer shall bear all of its/their own costs throughout the duration of the Project, and ground leases have been executed.

04

Appendices



Appendices

Appendix A. Site Information and Background

- A.1 Zone of Influence Analysis
- A.2 Phase I ESA
- A.3 Phase II Report
- A.4 Geotechnical Report
- A.5 Utilities
- A.6 ALTA Survey and Final As Built Duct Bank

Appendix B. Definitions

Appendix C. General Conditions

Appendix D. Developer Certifications

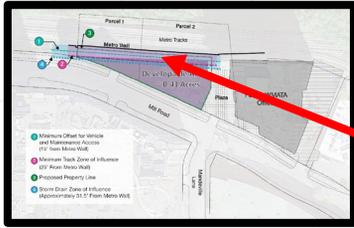
Appendix E. Volume 1 Technical Proposal

Appendix F. Volume 2 Financial Proposal

(Includes Template Financial Pro Forma)

The Appendices are available at [Solicitations | WMATA](#)

A.1: Zone of Influence: Excavation & Construction



The ZOI for Excavation and Construction is intended to prevent the removal of soil and/or bedrock from impacting existing facilities, as this may result in a loss of structural support for facilities causing them to shift or slide towards the excavated area.

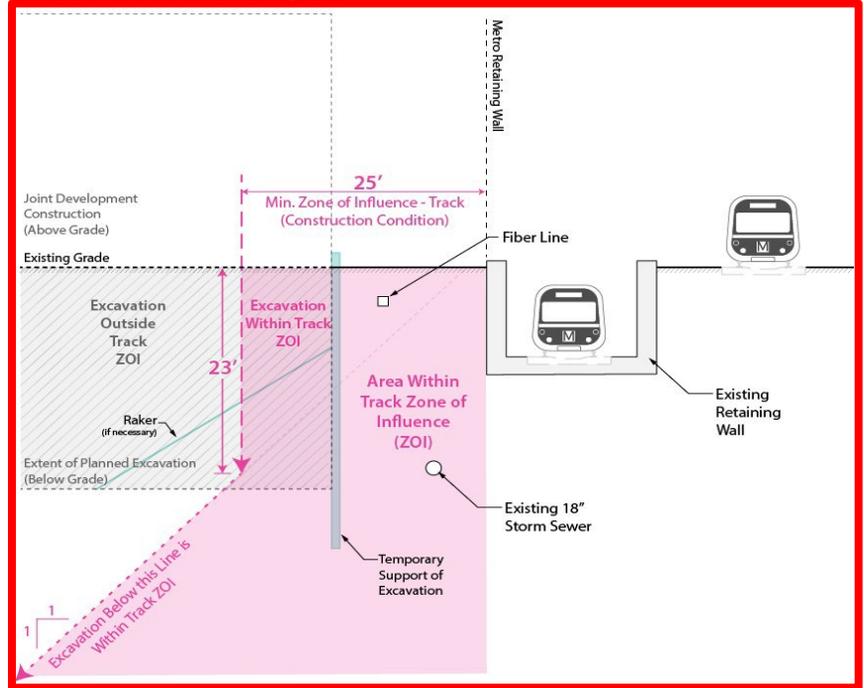


Figure 8. Zone of Influence Considerations for Construction

At this site, the Zone of Influence boundaries for Metro facilities are measured both at grade and below grade, based on Metro facilities (including below-grade Metro tracks and an existing subterranean storm drainpipe). Section 1 of the Metro ACPM December 12, 2023 (Revision 6) provides a listing of the four criteria that must be considered in determining the limits of the Metro ZOI. If any of the four criteria apply, the proposed adjacent construction or excavation is within the Metro ZOI.

At grade, a ZOI boundary extends 25 feet from the closest edge of the Metro facility. Any construction activity or building structure within 25 feet (at, above, or below grade) is within the ZOI. If Joint Development is more than 25 feet away from Metro facilities at grade, then determination of entrance into the ZOI is based on the depth of the Metro facility as well as the depth of Joint Development excavation.

Below grade, a ZOI boundary is calculated based on an influence line beginning two feet below the lowest point (height wise) of the Metro facility, continuing upward at a one-to-one slope (45 degree) to grade. Additionally, a ZOI boundary is calculated based on the lowest point of Joint Development excavation plus two feet ("excavation" includes temporary construction uses as well as subgrade building levels (basements and/or parking)). From two feet below the lowest point, the ZOI influence line extends at a 45-degree angle toward the surface. If this line intersects with any below-grade Metro facilities before crossing existing grade, excavation is within the ZOI.

A.1: Zone of Influence: Built Condition

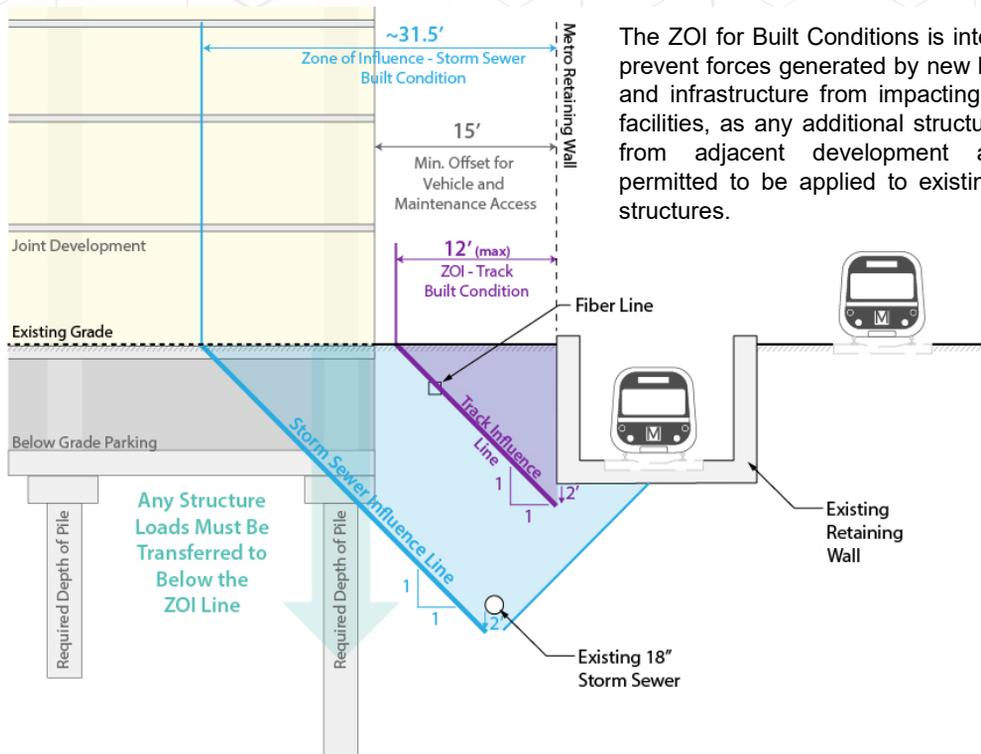


Figure 9 Zone of Influence for Built – WSP Mill Road Offering Summary 10/23

Required Depth of Pile

Any development (including below-grade foundations) within any ZOI of Metro or other impacted infrastructure must ensure that all building weight is transferred below the corresponding ZOI. The depth of the piles below the ZOI will be dependent on the geotechnical properties of the soil. The pile length below the ZOI must support the full load. The Zone of Influence (ZOI) is designated to prevent any damage to or impacts on existing facilities, whether owned by Metro, local jurisdictions, or private parties. Preventing such impacts may result in additional costs to the Developer.

Built Condition

The design of any structures or foundations (“built conditions”) must ensure that any building weight and/or other forces are transferred below the corresponding ZOI. Piles must be either outside of the Zone of Influence of existing facilities or drilled to an appropriate depth to ensure the weight of the Joint Development is distributed below any existing facilities’ line of influence. Required depth will be dependent on building design, soil geology, and placement of new structures. The Metro Manual of Design Criteria and Metro Standard Specifications must be used for the design and construction of the portion of the proposed facility within the Metro ZOI.

The Metro Blue Line tracks slope downward below grade as they approach an interchange with Yellow Line tracks. The ZOI boundary is calculated based on an influence line beginning from 2 feet below the deepest point of below-grade Metro facilities, extending from there toward the surface at a 45-degree angle. Figure 9 illustrates an approximate ZOI resulting from the tracks and storm drain. The actual ZOI boundary will vary as the depth of tracks increases. It is unlikely that development will occur within track ZOI, as its horizontal distance at grade is less than the required 15-foot minimum offset for vehicle and maintenance access. However, the ZOI of the 18-inch storm drain located adjacent to the Metro tracks extends further into the development site and will likely affect the foundation design and weight distribution forces of any Joint Development.

Please note that the provided exhibits are for illustrative purposes and based on known information at the time of solicitation. The Developer will be required to conduct their own due diligence and comply with Metro’s standards, requirements, and specifications for designing and constructing within Metro’s ZOI.

A.2: Phase I ESA

This appendix is available at [Solicitations | WMATA](#).

A.3: Phase II Report

This appendix is available at [Solicitations | WMATA](#).

A.4: Geotechnical Report

This appendix is available at [Solicitations | WMATA](#).

A.5: Utilities Map

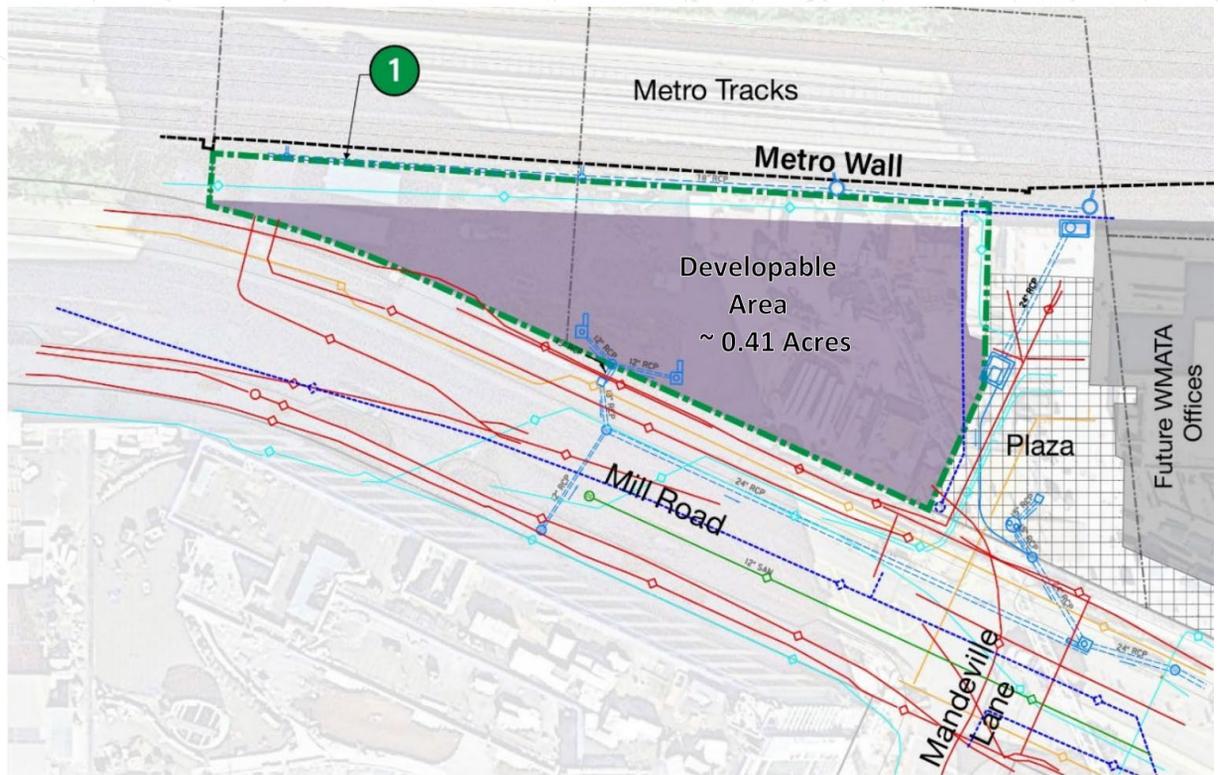


Figure 10: Mill Road site Plan

Legend

- | | | |
|---|--|--|
| — Electric | — Storm Sewer | 1 Proposed Property Line |
| — Gas | — Water | |
| — Fiber Optic, Cable TV & Telephone | — Sanitary Sewer | |

Site Utilities

- Water (Virginia American Water Company)
- Sanitary sewer (City of Alexandria)
- Electrical (Dominion Energy Virginia)
- Telecommunications (Verizon and Comcast)
- Natural gas (Washington Gas)
- Storm drains (City of Alexandria).

It is anticipated that the Selected Developer will be responsible for performing analysis to assess water, sewer, and other utility capacities before development. The Selected Developer will be responsible for making connections to each utility; however, there are no foreseen obstacles that would lead to extraneous costs when making those connections.

A.6: ALTA Survey

This appendix is available at [Solicitations | WMATA](#).

Appendix B: Definitions

Developer(s)

The entity submitting or contemplating the submission of a Proposal in response to this Joint Development Solicitation. The Developer should be a qualified individual or entity with real estate development-related experience and access to financing sufficient to undertake the proposed Project. If a Developer includes or engages a broker, WMATA will not pay any broker's commission and the Developer shall be solely responsible for the same.

Development Team

The Developer and the principal persons and/or entities (including officers, directors, partners, members, managers or other principals of such persons and/or entities) identified by the Developer as the participants in the Project. If a Development Team includes a broker, WMATA will not pay any broker's commission and the Developer shall be solely responsible for the same.

Evaluation Team

WMATA staff assigned to analyze the Proposals and make recommendations. If a third party's property is collectively offered as part of a particular Joint Development Site, a representative(s) of that third party may also be included in the Evaluation Team.

Federal Transit Administration (FTA)

The federal agency within the U.S. Department of Transportation which administers the federal rules and regulations governing joint development programs and oversees other aspects of real property purchased with federal funds for transit purposes. See Federal Register, Vol. 79, No. 164, August 25, 2014, pages 50728-50733 and Federal Transit Administration Guidance on Joint Development, FTA Circular 7050.1, August 25, 2014, as they may be amended, supplemented or otherwise modified from time to time.

Final Proposal

If requested by WMATA, the final document or compilation of documents submitted by the Developer for analysis before the Evaluation Team makes its recommendation. See the definition of "Proposal."

Initial Proposal

The initial document or compilation of documents submitted by the Developer in response to this Joint Development Solicitation. See the definition of "Proposal."

Joint Development

A creative program through which property interests owned and/or controlled by WMATA are marketed to office, retail/commercial, recreational/entertainment, hotel and residential developers with the objective of developing Transit-Oriented Development projects. For purposes of this Joint Development Solicitation, Joint Development is a subset of Transit-Oriented Development in that Joint Development is Transit-Oriented Development that occurs on transit authority-owned property. The FTA's definition of Joint Development can be found in the materials cited under the definition of "FTA," above.

Joint Development Agreement

The legal document that constitutes the binding contract between WMATA and the Selected Developer once it is signed by both parties and approved by the WMATA Board of Directors and the FTA (and by any third party whose property is included in that particular Joint Development Site). Such agreement will include the terms and conditions required to execute ground leases and/or sales contracts.

Joint Development Policies and Guidelines

The procedures approved from time to time by the WMATA Board of Directors which govern the Joint Development program, available at www.wmata.com (click on "Business with Metro," then click on "Real Estate" and then click on "Policies and Forms").

Appendix B: Definitions

Joint Development Site(s)

The property areas and interests identified in Section One of this Joint Development Solicitation.

Net Proceeds

Upon the occurrence of a Capital Event, the Net Proceeds are the full (gross) transaction revenues to Tenant and any Affiliate receiving transaction revenues from such Capital Event, including the face amount of any promissory note or other payment obligation and the fair market value of any non-monetary property received by Tenant and any such Affiliate, (a) less any reasonable and customary transactional costs incurred by Tenant or its Affiliate, as applicable, in connection with that Capital Event and documented on a settlement statement for that Capital Event, transfer and recording taxes or similar documentary stamp taxes, charges for recording documents in the land records, title and survey costs, reasonable legal fees payable to outside counsel for both the borrower and the lender, and financing commissions and fees, but not including any costs attributable to tax credit proceeds, and (b) less repayment of Tenant's unamortized principal Project debt secured by a Leasehold Mortgage to the extent such repayment is actually made. Landlord has the right to audit all revenues, expenses, and other payments associated with such Capital Event.

Project

The Joint Development ideas, concepts and plans that a Developer presents in its Proposal and the evolution and consummation of them.

Proposal(s)

The development-related documents submitted in response to this Joint Development Solicitation. The term Proposal includes the Initial Proposal and, if requested by WMATA, the Final Proposal.

Selected Developer

The Developer granted the exclusive right to negotiate a Development Agreement with WMATA, as determined by the WMATA Vice President of Real Estate and Development. Notwithstanding the Selected Developer's selection as such, the Selected Developer has no rights to the Joint Development Site until a Development Agreement has been negotiated and executed by the parties (including any third party whose property may be collectively included in a Joint Development Site) and until the WMATA Board of Directors and the FTA have approved the Development Agreement. A Selected Developer has no right to compensation from WMATA if no such Development Agreement is negotiated, signed and approved. A Selected Developer's right, if any, to compensation from WMATA shall be solely as may be set forth in a signed and approved Development Agreement.

Shall and Will

"Shall" and "will" mean "must," "is required to," or other phrasing to indicate that a task is mandatory, not permissive.

Term Sheet

The nonbinding document which summarizes the development concept, financial structure and other major business terms of the Project.

Transit-Oriented Development

Transit-oriented development is compact, mixed-use development near transit facilities and high-quality walking environments which leverages transit infrastructure to promote economic development and smart growth and caters to shifting market demands and lifestyle preferences. TOD is further defined on Metro's website.

WMATA Compact

Washington Metropolitan Area Transit Authority Compact, Public Law 89-774, 80 Stat. 1324, as it may have been and may hereafter be amended, supplemented or otherwise modified.

Appendix B: Definitions

WMATA Facility

Any improvements, structures, infrastructure components, tangible property and/or areas required in the judgment of WMATA for the use, operation, access, maintenance, repair, servicing, replacement or removal of structures and supports, access, parking, operating and service facilities and areas relating to WMATA's operations or activities. WMATA Facilities include, without limitation, the Metro Stations, tunnels, rails, tracks, bus stations, bus bay areas, bus layover spaces, supervisory kiosks, employee bathrooms, electric substations, conduits and lines, communications equipment and structures, pedestrian ways and bridges, waiting and shelter areas, facilities serving people with disabilities, cooling towers, chiller plants, vent and fan shafts, bicycle rack and bicycle locker areas, Bike & Ride facilities, storm water management facilities, landscaping, lighting, Kiss & Ride facilities, Park & Ride facilities, taxi stands, WMATA-operated parking meters, and all other associated facilities. WMATA Facilities are usually owned by WMATA and can be located on land owned by WMATA or, under appropriate circumstances, can be located via covenants, easements or other means on land owned by third parties. WMATA reserves the right to operate all WMATA Facilities in such manner as it sees fit.

As a general rule, WMATA does not make plans and specifications for WMATA Facilities publicly available. Exceptions are made on a case-by-case basis when a need is demonstrated and the requestor has been approved by WMATA in WMATA's sole and absolute discretion. Accordingly, it is not anticipated that plans and specifications for WMATA Facilities relevant to this Joint Development Solicitation will be made publicly available. However, sufficient information will be made available to the Selected Developer or, in WMATA's sole and absolute discretion, to some or all Developers who WMATA believes might be selected as a Selected Developer.

WMATA Replacement Facility

A WMATA Improvement designed and/or constructed by the Selected Developer for WMATA in a configuration acceptable to WMATA that replaces any displaced or disrupted WMATA Facility and which will be turned over to WMATA.

WMATA Reserved Areas and Interests

Includes (a) all areas of, within or adjacent to the Joint Development Site containing any WMATA Facility; (b) all areas of, within or adjacent to the Joint Development Site relating to the use, operation, access, maintenance, repair, servicing, replacement or removal of any WMATA Facility; and (c) any and all easements and other reserved rights required by WMATA in connection with its use, operation, access, maintenance, repair, servicing, replacement or removal of any WMATA Facility or WMATA operations and business generally, whether expressly provided for or reasonably contemplated.

Covenants, restrictions and easements shall be reserved for, without limitation, easements and reserved rights (whether at, above or below ground level) for:

- (i) the construction, operation, maintenance, repair, replacement, removal or relocation of any and all WMATA Facilities (existing or proposed),
- (ii) any and all service facilities serving any WMATA Facilities,
- (iii) all underground power lines and other utilities,
- (iv) horizontal and vertical support for all WMATA Facilities in, on and about the Joint Development Site, including without limitation, structures, equipment or installations such as foundations, beams, columns, bracing and similar structural features which maintain vertical and horizontal support and are necessary for the maintenance, operation and protection of any WMATA Facility, and
- (v) protection and approval rights satisfactory to WMATA in its sole and unreviewable discretion with respect to limits on loads and pressures which may affect any WMATA Facility, whether vertical or lateral.

Arrangements for relocating, rebuilding or otherwise modifying WMATA Facilities as part of the development of the Project shall also be considered WMATA Reserved Areas and Interests and shall be addressed in the covenants, restrictions and easements referenced above.

Any covenants, restrictions and easements addressing the WMATA Reserved Areas and Interests will have priority over all other documents, including any ground lease or deed and any mortgage, deed of trust or other financing document, incident to the Project.

Appendix C: General Conditions

This Joint Development Solicitation is issued in accordance with Metro's [Joint Development Program Guidelines](#). Developers should review these guidelines before submitting a proposal.

Disclosure and Use of Data

- A. **Public Access to Records Policy:** Metro is required to brief its Board of Directors on all aspects of a Proposal. Metro will hold business information provided to it confidential in accord with [Metro Public Access to Records Policy](#). Metro will endeavor to hold any third-party landowner whose property is included in a Joint Development site to respect and abide by the preceding confidentiality, but Metro cannot bind a third party to do so, nor shall Metro incur any liability if a Proposal is not held confidential by a third party.
- B. **To Jurisdictional Officials:** Metro also reserves the right to review the zoning and land use aspects of any Proposal with local zoning, land use planning, transportation and environmental officials and with state officials. Additionally, such review may include conducting public hearings, town meetings and similar public forums.

Protest Policy

The policy and procedure for the administrative resolution of protests involving the designation of a Selected Developer arising pursuant to this Joint Development Solicitation are as follows:

Who May Protest

Only an Interested Party may submit a protest. An "Interested Party" is defined as a Developer who submitted a Proposal for the relevant Joint Development site pursuant to this Joint Development Solicitation.

Deadline

Protests must be submitted no later than thirty (30) calendar days after Metro staff's preliminary designation of the Selected Developer. Any protest submitted subsequent to this time may be deemed by Metro to be untimely and denied on that basis unless Metro concludes that the issue(s) raised by the protest involves fraud, gross abuse of the selection process, or otherwise indicates substantial prejudice to the integrity of the selection process.

Form of Protest

The Interested Party wishing to file a protest shall submit a written document to Metro which contains the following:

- The name and address of the Interested Party.
- Description of the nature of the protest.
- Identification of the provision(s) of this Joint Development Solicitation or of the Joint Development Policies and Guidelines or laws upon which the protest is based.
- A statement of the specific relief requested.
- Any documents relevant to the protest.

Metro Review

Metro shall carefully review the protest. At the discretion of Metro, a conference may be held with the Interested Party. Metro shall have thirty (30) calendar days to render a written decision on the merits of the protest. A determination by Metro that a protest is meritorious may result in a change in the terms, conditions or format of this Joint Development Solicitation in the form of an amendment, the rejection of a Proposal, the cancellation of this Joint Development Solicitation in whole or in part, or the termination of the designated Selected Developer.

Inapplicability

This protest policy is not applicable to actions taken by Metro in response to legal proceedings filed in the courts or to actions taken by Metro.

Appendix D: Developer's Certifications

By submitting a Proposal in response to this Joint Development Solicitation, a Developer is deemed to be making each and every one of the following certifications. These certifications are a material representation of facts upon which reliance will be placed by Metro. The Developer shall provide immediate written notice to Metro if at any time it learns that its certification was erroneous when submitted or has become erroneous since that time. If it is later determined that the Developer knowingly rendered an erroneous certification or failed to notify Metro if and when the Developer gained knowledge that its certification was erroneous when submitted or has become erroneous since that time, then, in addition to any other remedies available to Metro, Metro may in its sole and absolute discretion terminate any Joint Development Agreement relationship relating to this Solicitation with the Developer.

To the extent a Developer cannot make one or more of the following certifications or wishes to clarify or modify one or more of the following certifications, the Developer must attach a statement to its Proposal expressly addressing the certification it cannot make or is clarifying or altering and explaining why and/or how. In the absence of any such express statement, all certifications will automatically be deemed made.

The Developer hereby certifies to the best of its knowledge and belief that it and any principal of the Developer:

1. **Is/are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from an award of Joint Development Agreements by any governmental entity.**
2. **Has/have not within the past ten (10) years been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Joint Development Agreement or sub-Joint Development Agreement with any governmental entity; violation of antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating criminal tax laws, or receiving stolen property.**
3. **Is/are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with the commission of any of the offenses enumerated in the previous paragraph.**
4. **Is/are not in arrears or default of payment of any money or obligation of a value greater than Three Thousand Dollars (\$3,000) to a governmental entity.**
5. **Has/have no adjudicated violations nor has paid penalties during the past ten (10) years relating to the housing and building laws, regulations, codes, and ordinances of any governmental entity.**
6. **During the past ten (10) years has/have not had a license revoked that was issued in accordance with the housing, building, or professional licensing laws, regulations, codes, and ordinances of any governmental entity.**
7. **"Principal" means a partner, member, shareholder, officer, director, manager, or other person with management or supervisory responsibilities or who is otherwise in a position to control or significantly influence the Developer's activities or finances.**

Be advised that Metro reserves the right to conduct independent background checks on members of the Development Team.

Appendix D: Developer's Certifications

The Developer further certifies:

- a. **The Developer has not employed or retained any company or persons (other than a full-time, bona fide employee working solely for the Developer) to solicit or secure a Joint Development Agreement; and**
- b. **The Developer has not paid or agreed to pay, and shall not pay or give, any company or person (other than a full-time, bona fide employee working solely for the Developer) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of a Joint Development Agreement; and**
- c. **No person or entity currently employed by Metro, or employed by Metro within the past twelve (12) months, or with material input into the matters covered by this Joint Development Solicitation and employed by Metro at any time in the past: has provided any information to the Developer that was not also available to all other persons responding to this Joint Development Solicitation; is affiliated with or employed by the Developer or has any financial interest in the Developer; has provided any assistance to the Developer in responding to this Joint Development Solicitation; or will benefit financially if the Developer is the Selected Developer; and**
- d. **Neither the Developer nor any of its employees, representatives or agents have offered or given gratuities or will offer or give gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of Metro with the view toward securing favorable treatment in the designation of a Selected Developer or in any determination made with respect to Developer selection, or in the negotiation, amendment or performance of the Joint Development Agreement;**
- e. **The Developer agrees to furnish information relating to the above as requested by Metro;**
- f. **If selected, the Developer will negotiate in good faith with Metro; and**
- g. **The Developer has the power and authority to enter into a Joint Development Agreement and all final documentation as required by Metro without the consent or joinder of any other party or authority.**
- h. **The Developer agrees that any information provided by Metro in conjunction with this Joint Development Solicitation are being provided as a courtesy and any reliance upon them is at the Developer's risk.**

Signature and Title

Date

Appendix E: Volume 1 Technical Proposal

This appendix is available at [Solicitations | WMATA](#).

Appendix F: Volume 2 Financial Proposal

This appendix is available at [Solicitations | WMATA](#).



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