



**PROPERTY OF
THE WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
(WMATA)**

**Request for Proposals
Sale of Three Parcels of Land
Shaw-Howard University Area of the District of Columbia**

Parcel 1: Lot 44, Square 393, 3,799 sq. ft.

Parcel 2: Lot 45, Square 393, 8,621 sq. ft.

Parcel 3: Lot 31, Square 416, 15,956 sq. ft.

See aerial photograph on the following page



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Proposal Form

TO: Office of Station Area Planning and Asset Management
Washington Metropolitan Area Transit Authority
600 Fifth Street, NW
Washington, DC 20001

SUBJECT TO: All of the terms and conditions of this Request for Proposals ("RFP") are incorporated into and made a part of any Proposal submitted. The undersigned Proposer hereby offers and agrees, if this Proposal is accepted, within ninety (90) calendar days after the Proposal Due Date, as defined herein, to purchase the identified property at the Proposal price entered below.

All Proposals submitted must include this entire Request for Proposals document, including the fully completed Proposal Form, and must be accompanied by a Proposal deposit in the amount of Fifty Thousand Dollars (\$50,000). The deposit must be in the form of a cashier's check or certified check. Do not use personal or company checks. All checks are to be made payable to "Washington Metropolitan Area Transit Authority or (insert Proposer's name)".

Purchase Proposal Amount: \$ _____

Amount Spelled-out: _____

Enclosed Proposal deposit(s) amount: **\$50,000.**

If this Proposal is accepted, the deed should name the following as grantee(s):

Proposer represents that Proposer operates as (please fill in appropriate

information):

Individual (full name):

Individual d/b/a
(full name)

Partnership (full names of
all partners)

Limited liability company
in the state of

Corporation incorporated
in the state of

a trustee acting for (full
name of trust)

Agent with recorded
power of attorney acting
For

Conformity with Local Area Plans

As part of the approvals for this solicitation, WMATA’s Board of Directors has stipulated that WMATA staff be able to demonstrate that Proposals received are expected to result in projects that conform to local plans that have been adopted with community involvement.

WMATA staff has consulted with the District of Columbia Office of Planning (DCOP) regarding the requirements of the Duke Small Area Plan (the “Duke Plan”) as they pertain to the Property. A copy of the entire Duke Plan can be obtained from the District of Columbia Office of Planning. The DCOP made the following recommendations relative to conformity with the Duke Plan:

Duke Plan Recommendations for WMATA Parcels

Projects should meet all zoning requirements, including the ARTS Overlay District and Inclusionary Zoning provisions, although additional height or density may be achievable through a planned unit development. Proposers should clearly indicate whether and how they will take advantage of the Combined Lot Development

provisions outlined in the ARTS Overlay District. Project timelines and schedules should be inclusive of any Zoning Board of Adjustment and Zoning Commission actions proposed by the Applicant.

- Zoning Information: <http://dcoz.dc.gov/main.shtm>
- Affordable Housing: Although the Duke Plan suggests that residential projects provide 20 to 30% affordable units, the DCOP has indicated that the Inclusionary Zoning provisions have supplanted the Duke Plan's Affordable Housing provisions for projects in this area. Therefore, projects only need to meet the Inclusionary Zoning requirements to be considered acceptable. Inclusionary Zoning Information:

<http://www.dhcd.dc.gov/dhcd/cwp/view,a,1243,q,647468.asp>

Proposers should acknowledge that the subject properties are included in the Greater U Street Historic District and that new construction will require review and approval by the Historic Preservation Review Board. Project timelines and schedules should be inclusive of the Historic Preservation Review Board process.

- Historic Review Process Information:
<http://planning.dc.gov/planning/cwp/view,A,1284,Q,570853.asp>

Projects should comply with the development and design guidance in the Duke Plan completed by the District of Columbia Office of Planning. Specific provisions that should be reflected in the Proposal include:

- Uses:
 - WMATA parcels should be developed to include active, ground floor arts and retail with offices and residential above. Preference may be given to projects which include specialty restaurants, a small-format anchor and/or a cluster of retail shops, small clubs, and/or museum uses themed to the African American culture and experience of the district.
- Design:
 - Any building rising to the maximum permitted by-right height of 65 feet should provide a meaningful cornice at 65 feet. A one to one setback from the cornice should be provided for any

Signature of Proposer:

Name (Print)

Date

Title

Street Address

City/State/Zip

Telephone

Email Address

Signature of WMATA indicating acceptance of Proposal:

Steven E. Goldin
Contracting Officer

Date: _____

A. REQUEST FOR PROPOSALS

1. **Request for Proposals (RFP)**: Proposals for the purchase of this Property are due not later than 2:00 p.m., local time, May 2, 2011.

a) WMATA is selling Parcels 1, 2, and 3 together (hereinafter collectively referred to as the "Property"). All Proposals submitted must be in compliance with the provisions of this RFP, including its General Terms of Sale, Special Terms of Sale, Instructions to Proposers, and the Proposal Form, all of which are attached hereto.

b) By submitting a Proposal, the Proposer is deemed to have agreed to, and accepted, all the terms and conditions set forth in this RFP, and each Proposal shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements contained in this RFP. The highest priced, technically Acceptable Proposal, as determined in accordance with the Proposal Evaluation Criteria described in Section C.6 herein, will be designated the "Selected Proposer." The name of the Selected Proposer will be posted on WMATA's web site:

http://www.wmata.com/business/joint_development_opportunities/real_estate.cfm.

c) **Minimum Purchase Price**. The minimum acceptable price for the purchase of the Property is \$9,400,000. Proposals received in an amount less than \$9,400,000 will be deemed unacceptable and rejected.

d) **Proposals must be final and complete**. An initial purchase offer that includes any contingencies, including by way of example, a financing contingency or a price escalation clause contingent on other Proposals, will be rejected as unacceptable.

e) **Schedule of Events**:

i. **Proposer Questions Due Date** - April 18, 2011 at 5:00pm;

ii. **Proposal Due Date** - May 2, 2011 at 2:00pm

iii. **Title Objections Due Date** - June 17, 2011

iv. **Environmental Objections Due Date** - July 15, 2011

v. **Settlement Date** - On or before July 29, 2011

f) WMATA shall not be liable for any costs incurred by a Proposer in responding to this RFP or any costs incurred with respect to the negotiation and Settlement on this Property.

g) This RFP does not commit WMATA to designate a Selected Proposer. WMATA reserves the right, in its sole discretion, to modify or amend any of the terms and conditions of this RFP or terminate this RFP.

2. Inspection of the Property: Access to the Property is by appointment. To schedule an appointment, contact Mark Meister at (202) 962-1589. Proposers are invited and urged to inspect the Property prior to submitting a Proposal. The failure of any Proposer to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a Proposal after the Proposal opening. While inspecting the Property, Proposers are requested not to trespass through or onto adjoining properties.

WMATA will not conduct or fund the following services: (1) land survey, (2) title report or title insurance, (3) appraisals, and (4) environmental due diligence. If Proposer desires these services, they are to be performed at Proposer's sole expense. No geotechnical or environmental invasive testing requiring soil borings or soil removal will be allowed prior to submission of a Proposal. The Selected Proposer will have the opportunity prior to the Settlement Date to conduct such investigations in, on, under, over the Property as Selected Proposer deems necessary subject to obtaining a Real Estate Permit from WMATA. WMATA's standard Real Estate Permit can be found on WMATA's web site at: http://www.wmata.com/pdfs/business/PERMIT_REVISED_4-5-11.pdf.

3. Utilities: Procurement of utility services for the Property shall be the responsibility of the Selected Proposer.

4. Title Documentation at Settlement: WMATA holds fee simple title to the Property. Title will be good of record, fully merchantable, and insurable. WMATA's interest will be conveyed by special warranty deed subject to the retention of an easement for WMATA's tunnel and related facilities, those restrictions, conditions, reservations, limitations, covenants, easements, and other matters of record, and to any matters, whether of record or otherwise, affecting the Property.

Any title evidence or other title documentation, including but not limited to title insurance and property survey, which may be desired by the Selected Proposer must be procured at its sole cost and expense. WMATA will cooperate with the Selected Proposer or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the Property as it may have available.

The Selected Proposer has until June 17, 2011 ("Title Objections Due Date") to notify WMATA in writing if the foregoing conditions of title are not met. If WMATA cannot correct such conditions of title prior to the Settlement Date, the parties may mutually agree in writing to: 1) waive the Selected Proposer's objections to title and proceed to Settlement; or 2) extend the time allowed for WMATA to cure the Selected Proposer's title objections. If the parties cannot agree to either of the above within five (5) business days of the Settlement Date, WMATA may terminate this RFP, return the Selected Proposer's Proposal deposit within five (5) business days, and all parties will be released from any further obligations hereunder.

5. **Environmental Due Diligence:** It is the responsibility of the Selected Proposer to conduct its own environmental assessment of the Property. The Selected Proposer has until July 15, 2011 ("Environmental Objections Due Date") to terminate its Proposal if the Selected Proposer is dissatisfied with the results of its environmental assessment. In order to terminate its Proposal under this Section A.5, the Selected Proposer must deliver WMATA written notice of termination and a full copy of the environmental assessment report on or before July 15, 2011. Upon receipt of such notice, WMATA will return the Selected Proposer's deposit within five (5) business days and all parties will be released from any further obligations hereunder.

6. **Property Description:** The three (3) Parcels comprising the Property contain approximately 28,376 square feet or 0.65 acres of land. The Property has approximately 256 feet of frontage on Florida Avenue, NW. The Property is vacant and unimproved except for security fencing and WMATA's subsurface facilities.

WMATA's Green and Yellow Line Metrorail tunnel traverses a portion of the Property. The top of the tunnel is approximately thirty feet (30') below the surface. Please refer to WMATA's Adjacent Construction Project Manual for information and procedures related to construction adjacent to WMATA facilities: http://www.wmata.com/business/joint_development_opportunities/adjacent_construction_information.cfm

The Property will be transferred subject to any rights, easements and encumbrances of record at the time of Settlement. WMATA will retain perpetual easements and rights-of-way for the construction, installation, operation, maintenance, repair, replacement, relocation and removal of its rapid transit structures and related facilities in, across and under the Property. Said easements and rights-of-way shall be more particularly defined in the Deed.

7. **Legal Description:** Parcel 1 – Lot 44, Square 393; Parcel 2 – Lot 45, Square 393; Parcel 3 - Lot 31, Square 416, District of Columbia.

A survey plat and metes and bounds description of the Property to be conveyed and any easement areas to be retained by WMATA, including the easement for WMATA’s tunnel and other facilities on the Property, prepared by a surveyor registered in the District of Columbia, must be provided by the Selected Proposer not less than fifteen (15) days prior to Settlement for WMATA’s review and approval. Any property plats included with this RFP are for informational purposes only and are not to be used with legal conveyance documents for recording.

B. GENERAL TERMS OF SALE

1. **RFP.** The term “RFP” as used herein refers collectively to the following: the Proposal Form, Request for Proposals; General Terms of Sale; Special Terms of Sale; and Instructions to Proposers, all as may be modified and supplemented by WMATA by any addenda that may be issued prior to the Proposal Due Date.

2. **Descriptions in RFP.** The descriptions of the Property set forth in this RFP and any other information provided herein with respect to the Property are based on information available to WMATA and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to WMATA, will not constitute grounds or reason for nonperformance of the RFP, or claim by Proposer for allowance, refund or deduction from the Proposal price.

3. **Condition of Property.** Except as otherwise provided in this RFP, in the deed or in other documents to be delivered at settlement, the Property is being sold and conveyed on an “**AS IS, WHERE IS**” basis. WMATA hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present or future, as to or concerning: (a) the condition or state of repair of the Property, including, but not by way of limitation, any condition arising in connection with the generation, use, transportation, storage, release or disposal of hazardous substances on, under, above, upon or in the vicinity of the Property, or any other aspect of the nature or condition of the Property such as water, soil and geology, and suitability of the Property for any and all activities and uses which Proposer may elect to conduct thereon; (b) the compliance of the Property or its operation with any applicable laws, ordinances or regulations of any government or other

body, including without limitation, compliance with any land use, wetland or zoning law or regulation, or applicable environmental laws, rules, ordinances and regulations; and (c) the physical condition of the Property, including without limitation, the structural, mechanical, and engineering characteristics of the improvements to the Property.

4. **Zoning.** Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use, will be the responsibility of the Proposer and WMATA makes no representations in regard thereto.

5. **Continuing Offers.** Each Proposal received will be deemed to be a continuing offer after the Proposal Due Date until the Settlement Date. If WMATA desires to select any Proposal after the Settlement Date, the consent of the Proposer will be obtained prior to such selection.

6. **Possession.** Possession of the Property will be granted on the date the full purchase price is paid at settlement. The Selected Proposer agrees to assume possession with all attendant rights and responsibilities.

7. **Taxes.** As of the date of settlement, the Selected Proposer will assume responsibility for all general and special, real and personal property taxes which are assessed on the Property.

WMATA is a tax-exempt entity and shall not be responsible for the payment of any taxes or impositions relating to the Property or the transactions contemplated herein. Proposers understand and agree that in no event shall the Selected Proposer assert for its own benefit, or attempt to assert, an exemption or immunity available to WMATA under the Washington Metropolitan Area Transit Authority Compact, Public Law 89-774, 80 Stat. 1324, as same may be amended.

8. **Risk of Loss.** As of the date of Settlement, the Selected Proposer will assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

9. **Insurance and Indemnification.**

- a) **Pre-Settlement Insurance Requirements.** WMATA is not imposing any insurance requirements on the Selected Proposer for the time period between selection of its Proposal and settlement, except as required in WMATA's Real Estate Permit. WMATA's insurance requirements under the Real Estate Permit will be determined based on the proposed property

use.

- b) Post-Settlement Insurance Requirements. Proposers should consult the current version of WMATA's Adjacent Construction Project Manual for insurance coverages required for construction over, above or adjacent to WMATA's transit facilities.

http://www.wmata.com/business/joint_development_opportunities/adjacent_construction_information.cfm

- c) Indemnification. The Real Estate Permit and the reserved easement in the Deed shall require the Selected Developer, its contractors, and subcontractors to indemnify WMATA against all claims, liabilities, and costs of whatever kind and nature, which may be imposed upon, incurred by, or asserted against WMATA in connection with the Selected Developer's investigation, construction, or other activity on the Property.

10. Selected Proposer Default. If the Selected Proposer defaults in its compliance with any of the terms or conditions of this RFP, or if the Selected Proposer fails to consummate the transaction contemplated herein, WMATA may, at its sole option: 1) retain the Proposal deposit; 2) return the Proposal deposit to the Selected Proposer; and/or 3) pursue any right or remedy available at law or equity.

11. WMATA Liability. If a Proposal is accepted by WMATA and: (i) WMATA fails for any reason to perform its obligation as set forth herein; or (ii) title does not transfer or vest in the Selected Proposer by July 29, 2011 for any reason although the Selected Proposer is ready, willing, and able to proceed to settlement, WMATA will promptly refund to the Selected Proposer all amounts of money the Selected Proposer has paid without interest whereupon WMATA will have no further liability to the Selected Proposer.

12. Tender of Payment and Settlement Costs. Settlement is to be held on or before July 29, 2011 (the "Settlement Date"). The Selected Proposer must notify WMATA in writing, no less than two (2) weeks in advance, of the time and place of Settlement. If delivered prior to the Title Objections Due Date or Environmental Objections Due Date, such notice shall act as an unconditional waiver of the Selected Purchaser's right to object or terminate under Sections A.4 and A.5 of this Contract of Sale. Notwithstanding the above, WMATA reserves the right to extend the Settlement Date for a reasonable amount of time for purposes of obtaining required approvals or preparing conveyance documents contemplated herein.

Full payment of the balance of the purchase price must be by wire money transfer. The Selected Proposer will be solely liable for all fees and costs related to Settlement, including but not limited to title, closing, notary, and financing fees. The Selected Proposer shall pay all transfer and recording taxes, and all other taxes and fees imposed on this transaction, as may be required by Federal and local law. All instruments of conveyance and security documents will be placed on record by the Selected Proposer, at its own expense, in the manner prescribed by local recording statutes.

13. Delayed Settlement. The Selected Proposer will pay interest on the outstanding balance of the purchase price if the Settlement of the sale is delayed, and the delay is caused, directly or indirectly, by the Selected Proposer's action or inaction and not by any action or inaction on the part of WMATA. The interest rate will be computed based on the "Prime Rate" as quoted in the Money Rates Section of *The Wall Street Journal* on the date of Proposal acceptance. WMATA reserves the right to refuse a request for extension of settlement and terminate the sale or extend the Settlement Date by mutual agreement.

14. Contract of Sale. This RFP when submitted by Proposer and accepted by WMATA, will become the Contract of Sale. The Contract of Sale will, in turn, be succeeded only by the formal instrument(s) of transfer (the "Deed"). No oral statements or representations made by, or for, or on behalf of either party will be a part of such contract; nor will the contract, or any interest therein, be transferred or assigned by the Selected Proposer without the prior written consent of WMATA, and any assignment transaction without such consent will be void.

15. Officials Not To Benefit. No member of or delegate to Congress, or resident commissioner, will be admitted to any share or part of a sale transaction or to any benefit that may arise therefrom. This provision will not be construed, however, to extend to a Contract of Sale Agreement if made with a corporation for its general benefit.

16. Brokerage Commissions. WMATA will not pay any brokerage commissions or fees.

17. FTA Compliance. WMATA is required to: i) provide the Federal Transit Administration (FTA) with notice of the sale of the Property. FTA requires that the Selected Proposer comply with: (i) (Title VI of the Civil Rights Act of 1964, 42 USCA 200d, et seq. (prohibition against discrimination based upon race, color, national origin or sex); (ii) all non-discrimination provisions set forth in 49 C.F.R. (including, without limitation, those set forth in part 27 thereof); (iii) 49 C.F.R. 27.7 and 27.9(b) (prohibition against discrimination based on disability); (iv) compliance with the Americans with Disabilities Act of 1990, as amended, 42

U.S.C. Section 12101 et seq.; and (v) provisions in the FTA Master Agreement dated October 1, 2003, as it may be amended from time to time. FTA may require the Selected Proposer's compliance with certain laws, regulations and other requirements of FTA imposed upon WMATA.

18. Approval by the WMATA Board of Directors. Prior to Settlement, the transaction contemplated herein will be subject to approval by the WMATA Board of Directors. If WMATA's Board of Directors fails to approve the sale prior to Settlement, the Contract of Sale shall be void and WMATA shall return the Selected Proposer's deposit within ten (10) business days.

C. SPECIAL TERMS OF SALE

1. Proposal Deposits. A Proposal deposit (see below) is required with each Proposal. A certified check or cashier's check may be used. No interest will accrue on the Proposal deposit. All checks are to be made payable to: "Washington Metropolitan Area Transit Authority or (insert Proposer's name)." The full balance of the purchase price is due and payable at settlement. The full Proposal deposit will be applied towards payment of the purchase price.

Proposal Deposit: **\$50,000**

2. Return of Proposal Deposits. All Proposal deposits will be held for a period of ninety (90) days from the Proposal Due Date or until Settlement, whichever is earlier, except for the Selected Proposer's deposit which will be credited to the purchase price at Settlement. Proposal deposits of all unsuccessful Proposers will be mailed out within five (5) business days after expiration of the period stated above.

3. Purchase Price. WMATA seeks to obtain the maximum value for the Property and reserves the right to reject any and all Proposals. WMATA bases its determination of the minimum purchase price upon information obtained from an appraisal of the Property. The appraisal report is not available to prospective Proposers. In many instances, there is a significant difference between the assessed value, appraised fair market value and the selling price of similar properties.

Proposals must be on a cash basis only. No credit terms are available. WMATA has no information on the availability of financing or on the suitability of the Property for financing.

4. Proposing in General. Proposals, as described in Section C.6 below, must be delivered to WMATA's Office of Station Area Planning and Asset Management either in person, by mail, or express delivery. All Proposals are irrevocable for a

period of ninety (90) calendar days from the Proposal Due Date. WMATA reserves the right to reject any and all Proposals at any time for any reason. Additional Proposal Forms are available from WMATA's Office of Station Area Planning and Asset Management. Forms in the RFP may be photocopied and used.

If you wish to hand deliver a Proposal, enter the Jackson Graham Building at 600 Fifth Street, NW, Washington, DC 20001 and request that the receptionist call (202) 962-2392 or (202) 962-1589 to be directed to the appropriate location to deliver the Proposal.

5. Proposal Submission: Proposals submitted by facsimile (fax) or email will not be accepted. Proposals not including the entire RFP document, including the fully completed Proposal Form and Proposal deposit, may be rejected.

6. Proposal Evaluation Criteria: Only technically Acceptable Proposals, as defined below, will be considered. A late modification of a Selected Proposal that increases the proposed purchase price to WMATA will be considered at any time it is received and may be accepted prior to Settlement.

- a) **Technically Acceptable Proposal.** A Proposal will be considered "Acceptable" if the Proposal (i) includes this RFP in its entirety; (ii) provides all information requested on the provided Proposal Form; (iii) includes the required Proposal deposit; (iv) conforms to all of the material requirements of this RFP; (v) sufficiently describes how the proposed use of the Property conforms with the Duke Small Area Plan, as determined by WMATA in its sole and absolute discretion; and (vi) includes a purchase offer price for the Property of at least nine million four hundred thousand dollars (\$9,400,000).
- b) **Best and Final Offer Requests.** If requested by WMATA, Proposers may be asked to submit a Best and Final Proposal. The Best and Final Proposal may be significantly changed from the initial Proposal. WMATA reserves the right to waive the Best and Final Proposal submission requirement, to request further clarification of a Best and Final Proposal, or to request a revised Best and Final Proposal.
- c) **Selected Proposer.** The technically Acceptable Proposal with the highest purchase price will be designated the Selected Proposer and presented to WMATA's Board of Directors for approval. If two or more technically Acceptable Proposals are received that are equal in all respects, the selection of which Proposal will be presented to the WMATA Board of Directors will be made by a drawing by lot limited to such equal Proposals.

7. Failure to Settle: If, for any reason, WMATA and the Selected Proposer are unable to settle on the sale of the Property, WMATA shall, in its sole discretion, either:

a) If before the Settlement Date.

- i. Terminate the Selected Proposer and commence negotiations with any or all of the other technically Acceptable Proposers; or
- ii. Terminate this RFP and return all Proposer deposits within five (5) business days of termination.

b) If after the Settlement Date.

- i. Delay the Selected Proposer's Settlement Date for a defined period;
or
- ii. Terminate the Selected Proposer and contact any or all of the other technically Acceptable Proposers to determine their interest in reauthorizing their Proposals. Any Proposer that agrees to reauthorize its Proposal must resubmit its Proposal deposit at the same time if the deposit was previously returned to the Proposer by WMATA.
- iii. Terminate this RFP and return all Proposer deposits within five (5) business days of termination; or

D. INSTRUCTIONS TO PROPOSERS

1. Proposal Submission Procedure.

- a) In submitting a Proposal, return this entire RFP document, including the fully completed Proposal Form and Proposal deposit. Proposals submitted in any other manner or which fail to furnish all information required may be rejected.
- b) Proposals must be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the Proposal and the Proposal must be manually signed.
- c) Negligence on the part of the Proposer in preparing the Proposal confers no right for withdrawal or modification of the Proposal after it has been opened.
- d) It is recommended that Proposers retain a copy of the Proposal for their records.

2. Proposal Envelopes. Envelopes containing Proposals must be sealed and addressed to the Proposal receiving office stated in this RFP. The name and address of the Proposer must be shown in the upper left corner of the Proposal envelope, the date and the phrase “**Proposal for Real Property, Florida Avenue Sites**” must be shown in the lower left corner of the envelope. No responsibility will attach to any officer of WMATA for the premature opening of or failure to open a Proposal not properly addressed and identified.

3. Proposal Executed on Behalf of Proposer.

- (a) Attorney or Agent: A Proposal may be executed by an attorney or agent on behalf of the Proposer if it is accompanied by an authenticated copy of the attorney or agent’s Power of Attorney or other evidence of authority to act on behalf of the Proposer.
- (b) Corporation: If the Proposer is a corporation, the Certificate of Corporate Proposer must be completed and signed under the corporate seal by a duly authorized officer of the corporation other than the officer signing the Proposal. In addition, the Proposer will submit a Corporate Resolution or Informal Action authorizing the Proposal and name(s) of corporate employee(s) with authority to execute Proposal documents on behalf of the corporation.
- (c) Partnership: If the Proposer is a partnership, the Proposer must submit a copy of the Partnership Agreement, specifying the partner(s) with authority to execute Proposal documents on behalf of the partnership.
- (d) Joint Venture: If the Proposer is a joint venture, the Proposer must submit a copy of the joint venture agreement specifying names(s) of the individual(s) with authority to execute Proposal documents on behalf of the joint venture.
- (e) Limited Liability Company: If the Proposer is a Limited Liability Company, the Proposer must submit a copy of the Operating Agreement, specifying the member(s) with authority to execute Proposal documents on behalf of the Limited Liability Company.

4. Proposal Deposit. Each Proposal must be accompanied by the Proposal deposit described herein.

5. **Waiver of Informalities or Irregularities.** WMATA may, at its election, waive any minor informality or irregularity in Proposals received.

6. **Additional Information.** WMATA, at the address given in this RFP, will, upon request, provide additional copies of this RFP and answer requests for additional available information concerning the Property to facilitate preparation of Proposals (see Section below). Each Proposal submitted will be deemed to have been made with full knowledge of all terms, conditions and requirements contained in this RFP.

7. **Proposer Questions.** If after reading this RFP, you have any questions about this Property or the RFP process, you may submit your questions **by email only** to Mr. Mark Meister at mmeister@wmata.com. Questions and answers will be posted on WMATA's Real Estate webpage:

http://www.wmata.com/business/joint_development_opportunities/real_estate.cfm.

Please note that WMATA will not answer questions received after 5:00 p.m. on April 18, 2011.

8. **Notice of Acceptance or Rejection.** Notice by WMATA of acceptance or rejection of a Proposal will be deemed to have been sufficiently given when posted on WMATA's web site:

http://www.wmata.com/business/joint_development_opportunities/real_estate.cfm

Processing of a Proposal deposit will not, in itself, constitute acceptance of the Proposal. ***WMATA reserves the right to reject any or all Proposals or portions thereof.***