

Suitland Development Project

Prince George's County, MD

Request for Proposals – 2009-001



Issued by:

The Redevelopment Authority of Prince George's County

Responses due by: February 12, 2010 5:00pm EST

The Redevelopment Authority of Prince George's County

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Largo, MD 20774

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Attachment A: Partial List of Community Organizations
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1 Introduction

The Redevelopment Authority of Prince George’s County (the “RA”) invites proposals for the Suitland Development Project (the “Project”), a 22-acre site in Suitland, Prince George’s County, Maryland. The Project was formerly the site of Suitland Manor, a large housing complex, originally built to house World War II veterans, which had greatly deteriorated over time. All structures on the site have been razed and the tenants have been relocated in preparation for redevelopment.

The Project is adjacent to the Suitland Federal Center, a 226-acre federal complex at which two new award-winning buildings were recently constructed: the 1.5 million square foot headquarters for the Census Bureau and a 200,000 square foot satellite operations center for the National Oceanic and Atmospheric Administration (NOAA). It is also proximate to the Suitland Metrorail station on the Green Line of Metro, the regional public transportation system operated by the Washington Metropolitan Area Transit Authority (“WMATA”). Exhibits 1-3 show the Project location and a more detailed map of the site.

The Project was initially offered for redevelopment in 2006. No developer was selected from the offers received. The Project remains the focal point of the County’s revitalization efforts for the area and, with the completion of additional development at the Suitland Federal Center, the construction of neighboring privately financed commercial and residential development and the proximity of the new Suitland Elementary School, its attractiveness has been enhanced.

The goal of the Project is to improve the Suitland community through three key objectives:

- Establishing a distinctive, positive identity for the community; and
- Catalyzing other redevelopment and renovation projects in the area; and
- Creating new homeownership and economic development opportunities.

The vision for the Project was drawn from the RA and the broad goals and requirements of the February 2006 approved Suitland Mixed Use Town Center (“M-U-TC”) Development Plan. A diversity of housing types, layouts and building forms is preferred. Housing opportunities will be available for a variety of lifestyles and income levels as driven by market demand. The RA anticipates that the Offeror will use innovative architecture to create a distinctive quality development that will dramatically change the image of Suitland and bring a contemporary and positive presence to the neighborhood. This development should be designed around public spaces with a superior pedestrian network.

The RA expects that the Project will achieve the following goals through this Request for Proposals (“RFP”):

- Create a dense, urban, pedestrian oriented mixed-use development that provides housing for the local workforce, senior citizens and the disabled and adequate recreational facilities for the community.
- Promote transit-oriented development (“TOD”).
- Provide market-driven high quality, high density housing, while limiting garden-style apartments.
- Construct attractive Class A retail facilities.
- Incorporate office uses that provide space for tenants related to the Suitland Federal Center or other potential government or government-related occupants.
- Capture the benefits of the considerable federal, local and private investment that has occurred in the area and catalyze additional investment.
- Provide equity participation and contracting opportunities for Local and Minority Business Enterprises (“LBEs/MBE’s”) and local community organizations and stakeholders.
- Capitalize on the benefit of proximity to the new Suitland Elementary School.

Highly qualified developer teams (“Offerors”) are encouraged to respond to this RFP and propose a mixed-use development plan that maximizes third party financing and captures the potential synergies of the Suitland Development Project and adjacent federal and private development. This RFP also emphasizes the importance of high levels of local and minority participation.

1.1 The Project Website

Each Offeror is responsible for monitoring and referring to www.princegeorgescountymd.gov (the “Project Website”) for any amendments, announcements, or updates related to this solicitation. Once at the County’s home page, select Redevelopment Authority from the Agency List to get to the Suitland Development Project information.

2. Development Opportunity

The RA invites Offerors to respond to this RFP for the Suitland Development Project. The Project is uniquely located within the Capital Beltway, as indicated in Exhibit 1, and is in close proximity to both the Suitland Federal Center and Suitland Metro station as indicated in Exhibit 2. The Suitland Development Project site (the “Project Site”) is defined in Exhibit 3. The RA seeks responses from responsible Offerors with experience in mid to large scale mixed use, residential and retail development. Proposal responses to this RFP should be designed to support the creation of a dense, vibrant residential neighborhood with retail and office facilities as appropriate, to serve as a catalyst in establishing an upscale town center environment in downtown Suitland.

Several aspects of the Project Site contribute to its attractiveness for redevelopment. The property’s size provides a unique opportunity for a residential development with supporting mid-density commercial developments. The location is also the focal point of the County’s revitalization efforts in an area which will complement and capitalize on new development occurring at the Suitland Federal Center and other private development. In accordance with the master plan for the Suitland Federal Center completed by GSA, M-NCPPC projects the number of employees to grow to 11,000 by 2010. Construction of new office buildings has been completed for two new tenants, the U.S. Census Bureau and the U.S. National Oceanic and Atmospheric Administration.

Redevelopment will also take advantage of the Project Site’s close proximity to the Suitland Metrorail station. The Metrorail station has exceeded its initial ridership forecasts and now over 6,400 people use this station on a daily basis. The Metrorail station is approximately three-quarters of a mile away from the Project Site.

The RA intends to identify one or more Offerors in accordance with the terms of this RFP with whom to enter into exclusive negotiations to develop the Project Site. The RA desires proposals from Offerors that bring an established track record of creating high quality mixed-use projects. The RA also expects Offerors to achieve a privately funded development to fulfill the vision of the RA, the County, and the local community.

The RA reserves the right to enter into negotiations with one or more Offerors based on responses to this RFP, and to request additional information from some or all Offerors. This RFP does not commit the RA or the County to select any Offerors; or to enter into negotiations with any Offerors that may respond. This RFP does not create a binding obligation on the part of the RA or the County whatsoever to select an Offeror.

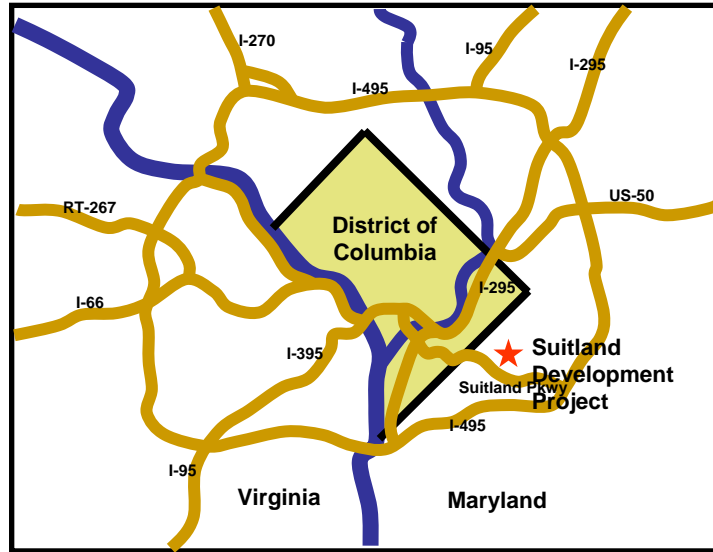


Exhibit 1 – General Position of the Project Site



Exhibit 2 – Local Position of the Project Site

2.1 The Redevelopment Authority of Prince George’s County

The RA is the sole entity with the authority and responsibility for providing the development community with this redevelopment opportunity. The mission of the RA is to contribute to the creation of a diverse and vibrant economy and living environment for Prince George's County using community building techniques and providing responsible and responsive development and redevelopment that is designed to enhance quality of life, balanced growth and job creation for diverse sustainable communities. Further information about the RA can be found in the References section of this RFP.

3. Site Description and Ownership Status

The Project Site, shown outlined in red in Exhibit 3 below, is located at the northwest quadrant of the intersection of Suitland Road and Silver Hill Road across from the Suitland Federal Center. The Project Site is located on level grading and originally included 140 four-unit buildings. The RA has acquired ownership of the entire site and all structures have been demolished.

There are 33 total acres within the area known as Suitland Manor which consisted of commercial businesses and deteriorating multi-family structures of varying densities and quality. Of these 33 acres, only the 22-acres identified in Exhibit 3 are included within this solicitation for redevelopment. A new elementary school, Suitland Elementary, was built by the Prince George’s County Board of Education, adjacent to the Project Site, and is shown outlined in yellow in Exhibit 3 below.

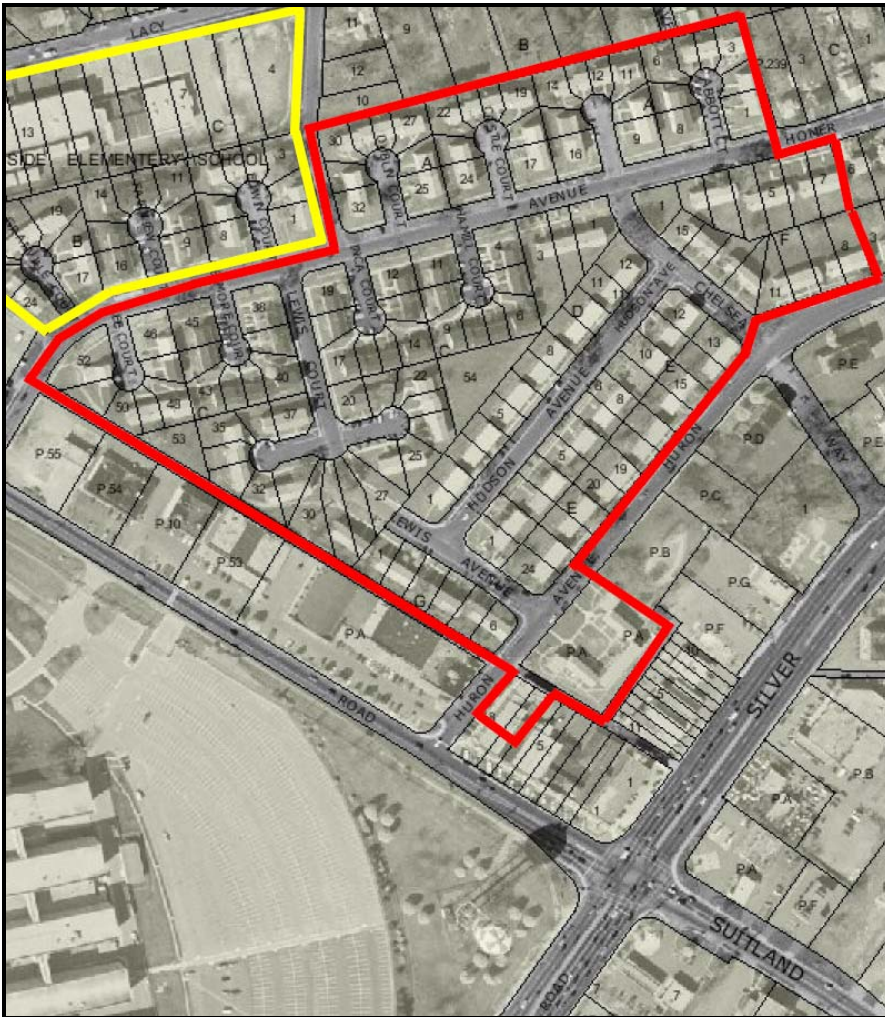


Exhibit 3 – Map of the Project Site

The adjacent residential neighborhood consists of established single-family homes, more recent townhouse developments and apartments. The RA’s development goal is to assemble the individual properties of the Project Site in Suitland Manor under one owner in order to start the revitalization process.

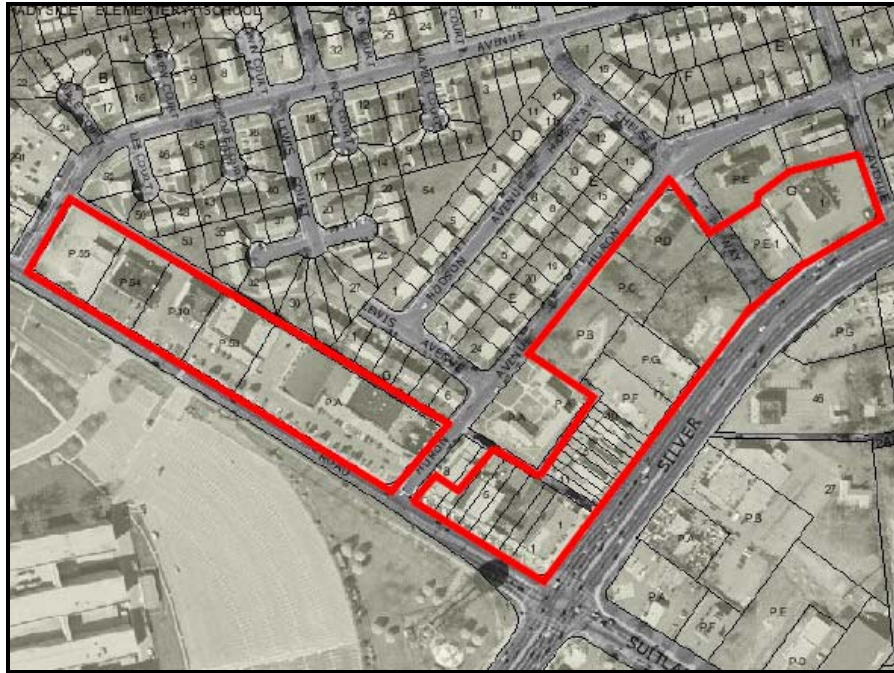


Exhibit 4 – Map of Surrounding Area

The remaining 11 acres of the surrounding area (“Surrounding Area”) shown in Exhibit 4 are owned by multiple parties and represent a critical component for successfully improving the Suitland community through redevelopment. This area, which is highlighted in red in Exhibit 4, will not be conveyed as part of this solicitation. The Surrounding Area benefits from significant street frontage along Suitland and Silver Hill Roads and is primarily defined by commercial uses consisting of community serving retail such as dry cleaners and carryout restaurants. There are nine commercial properties with frontage along Silver Hill Road, and three with frontage along Suitland Road. The majority of the Surrounding Area is controlled by a single private developer who is planning a new mixed-use project at the corner of Silver Hill Road and Suitland Road. The RA envisions that coordinated, complementary development will take place on the Project Site and the Surrounding Area to create a cohesive new community.

3.1.1 Size of Project Site

The Project Site controlled by the RA consists of approximately 22 acres.

3.1.2 Topography

The majority of the Project Site land is of level grade. There are no steep slopes on any significant portion of the parcel. No dense vegetation or wetlands are located on the Project Site, while existing vegetation primarily consists of landscaped lawns in poor condition.

3.1.3 Transit Access

The Project Site enjoys strong pedestrian and vehicular transit access. The Project Site is served by Metro (WMATA) and bus (Prince George’s County’s TheBus, Metrobus). The Suitland Metro Station on the Green line is approximately three-quarters of a mile from the Project Site, and bus service is available in the area as well. Metrobus has stops along Suitland and Silver Hill Roads near the Project Site with lines K11, K12, K13, P12, and V12; while TheBus serves the area with its Route 34.

3.1.4 Utilities

All existing utilities were removed from the Project Site during the demolition conducted by the RA. The RA anticipates that substantial utility upgrades will be required for successful redevelopment.

PEPCO provided electricity to the site. Existing lines were removed per the request of the County. New infrastructure will be put back after a detailed new development plan has been submitted to PEPCO, depending on the agreement between PEPCO and the Selected Offeror(s).

Washington Gas Company provided natural gas service to the Project Site. The gas lines currently at the Project Site would be abandoned once redevelopment begins. New lines will have to be brought in from the larger mains along Suitland, Silver Hill, and Swan Roads. Currently there are 8” mains underneath these three roads with the capacity to serve denser development at the Suitland Manor site, according to Washington Gas.

The Washington Suburban Sanitary Commission provides water/sewer services on the Project Site. Currently the existing infrastructure is made up of 8” lines that were constructed in the 1940’s. Existing infrastructure will need to be replaced with larger lines in order to serve the denser redevelopment. Large mains along Suitland Road are accessible.

3.1.5 Environmental Condition

The RA makes no representation as to the environmental condition of the Project Site. Interested Offerors may request permission to perform a due diligence environmental site assessment prior to proposal submission, after proposal submission or after designation as the Selected Offeror. The Project Site is being offered in “**AS IS, WHERE IS**” **CONDITION** and the RA will take no responsibility for environmental remediation or cleanup.

3.1.6 Zoning

The Project Site and the Surrounding Area are currently zoned a Mixed-Use Town Center (M-U-TC) Zone. This zone permits the development of mid-density mixed-use town centers. The Suitland M-U-TC zoning encourages a mix of residential development on the site and encourages a mix of densities and housing types around a system of neighborhood greens. The zoning supports residential development along neighborhood street areas which would include Hudson Avenue and Lewis Court. This residential development is aimed at strengthening non-residential development (such as office or retail) along the main street areas (such as Silver Hill Road).

3.1.6.1 Height Limit

There are no specific height restrictions under the M-U-TC zoning.

3.1.6.2 Floor Area Ratio (FAR)

There are no specific FAR restrictions under the M-U-TC zoning.

3.1.6.3 Parking

There are no specific parking restrictions under the M-U-TC zoning.

3.2 Design Review

Upon selection of an Offeror, the Project will be subject to design review and approval by the RA and the M-NCPPC.

4 Project Background

The M-U-TC Development Plan focuses on the intersection of Silver Hill and Suitland Roads and proposes a regional center with a mix of residential and nonresidential development at moderate to high densities, with a strong emphasis on transit-oriented development. The plan intends to capitalize on the new development and redevelopment that is occurring at the Suitland Federal Center and at various older apartment complexes abutting the business district. An attractive well designed pedestrian network is key to developing the residential neighborhood recommended for this project site.

The M-U-TC zone was created to encourage the establishment of appropriate mid-density mixed-use centers. This zone permits a broader range of uses than are allowed in traditional business districts in an effort to foster a livelier, more successful town center area.

The RA and the County are committed to the success of the Suitland Development Project. Following this solicitation, the RA intends for development to commence as quickly as possible. The Project received community support and input through the workshops that were held in 2002. Community leaders and representatives expressed their opinions and concerns with regard to the planned redevelopment, which were then incorporated into the M-U-TC Development Plan.

The Project Site was offered for redevelopment in 2006. None of the offers received was accepted. Since the initial offering, the construction of two new buildings at the Suitland Federal Center and the private redevelopment in the Surrounding Area has greatly enhanced market interest in the Project Site.

In July 2009, the RA held a Community Outreach Forum to obtain additional input from the community regarding its vision for the Suitland Development Project which has been incorporated into this RFP.

5 Submission Requirements

In order to qualify for evaluation, all Offerors shall comply with the requirements set forth below.

5.1 Offer Due Date

RFP responses totaling no more than fifty (50) pages are due by 5pm EST, February 12, 2010(Due Date). Any submissions received after 5pm EST on February 12, 2010 will not be considered.

5.2 How to Offer

All responses to this RFP must be submitted to the RA by the Due Date. Late responses will not be accepted. Offerors are required to provide an original, five (5) hard copies and six (6) electronic copies to the Project Point of Contact:

Ralph Moultrie

Executive Director

Prince George's County Redevelopment Authority
9201 Basil Court, Suite 155
Largo, MD 20774

Each original and hard copy shall not exceed 50 total written pages for all Factors. Each proposal shall be clearly delineated and organized by the Factors of this RFP. Electronic copies shall be submitted on a CD-ROM, in a protective sleeve. Each CD-ROM and protective sleeve shall be clearly marked with the solicitation name and the Offeror's name. Each of the six (6) hard copies should include one (1) CD. The information submitted must be checked and determined to be virus-free prior to submission. The electronic submittals shall be compatible with the following equipment and software products:

- Pentium Class PCs;
- Microsoft Office 2007 (Excel, Word, PowerPoint);
- Adobe Acrobat Reader 6.0; and
- PDF format for all drawings.

The electronic copies of the proposal shall be an exact duplicate of the original paper proposal. The CD-ROMs will be used for proposal evaluation. MS Excel spreadsheets shall be submitted in a format that allows all formulas within the spreadsheet to be reviewed and manipulated. If there are discrepancies between the electronic proposal and the original paper proposal, however, the paper original shall be deemed to govern.

5.3 Proposal Organization and Contents

RFP responses should seek to fulfill the goals highlighted throughout this RFP, and be consistent with the vision for a dynamic, mixed-use development as represented through the five (5) Evaluation Factors contained herein. For this solicitation all Offerors shall submit the following materials and information:

5.3.1 Factor 1 - Qualifications

5.3.1.1 Team Structure

For this RFP, the Offeror shall identify the following key team members: master developer (firm or joint venture partners), master planner/architect, landscape architect, civil engineer, financing team, and legal team. The Offeror shall also provide a narrative description that identifies how the proposed team structure will best serve the RA and the Project. Please note that the RA reserves the right to engage or suggest specific master planners. Responses shall include:

1. Name, address, telephone number, and fax number of each principal, partner, entity, or joint-venture partner participating as a key team member for the Offeror, and such person's roles and titles within the Offeror team.
2. Name, address, telephone number, fax number, and e-mail address of the representative authorized to act on behalf of the Offeror, who will be available to respond to questions or requests for additional information.
3. Identification of any affiliation or other relationship between any of the members of the Offeror team and any development company, parent company, or subsidiary.
4. Summary qualifications of senior-level staff of the key team members who will be working on this project, including a description of their role in this project and relevant experience.
5. Status of the Offeror organization (whether a corporation, a non-profit or charitable institution, a partnership, a limited liability corporation, a business association, or a joint venture) indicating under which laws it is organized and operating. Offers shall also include a brief history of the organization and its principals (for any entity required to file reports in the jurisdiction of its formation, include a certificate of good standing for such jurisdiction).
6. Detailed information regarding any criminal indictments and felony or fraud convictions of the Offeror or any principal, officer, director, partner, member, manager, joint venture partner or equivalent of any person or entity constituting a member of the development team.
7. Description of the Offeror's understanding of local stakeholders and proposed interaction with each stakeholder.

5.3.1.2 Past Performance and Experience

The Offeror shall identify the level of the developer's experience and success with projects similar to that contemplated in this RFP. The Offeror shall present the team's five (5) most relevant projects that demonstrate success in medium to large-scale, urban, mixed use development (particularly residential focused development) projects in the greater Washington DC area or similar metropolises, and public-private partnerships. Projects should be those with which the Offeror and/or the master plan architect has had primary involvement, and may include illustrative material submitted as an appendix. Projects completed more than fifteen (15) years prior to the Due Date of this RFP will not be considered. Offerors shall include the following for the team's five (5) most relevant projects:

1. Brief project summaries including name and address for each project, the name and telephone number of principal persons familiar with the development;
2. Descriptions and concept, to include photographs, site plans, plans, renderings as appropriate;
3. Project size and development cost;
4. Project team (including details of each team member's development role, if applicable);
5. Dates of completion, development costs and a factual indication of success (including financial returns); and any other pertinent project information; and
6. References relevant to project summaries, including names, addresses and telephone numbers, and a letter authorizing each reference to respond to inquiries regarding the design, financing and development of prior projects.
7. A list of any projects on which the Offeror, its parent company or any member of the development team has defaulted or declared bankruptcy and an explanation of each default or bankruptcy.

8. A statement identifying the past, current or anticipated contractual or financial relationship of any member of the development team (including, but not limited to, the Offeror, partners or joint venture partners) with the RA, its staff or Board members.

Other information that shall be submitted as part of the Offeror's Past Performance and Experience includes:

9. Experience and understanding of approval process for permitting and conditional uses;
10. Experience financing similar projects.

Development experience with the County or the RA should be included as part of Factor 1, though the information is not required for a complete and compliant submission. Offerors should note that such experience may be evaluated more favorably.

5.3.2 Factor 2 - Financial Framework

5.3.2.1 Debt Financing

The Offeror shall submit a letter of interest from the proposed lenders evidencing a review of the terms and conditions of the RFP. This non-binding letter shall include a statement that the Offeror's lender is highly confident that the Offeror can finance the proposed project, and is willing to lend to the Offeror. If other methods of financing are intended, the developer shall provide appropriate evidence. The developer shall submit the intended method of construction financing and if a construction loan is intended, a letter from the construction lender stating that the proposed construction lender has reviewed the developer's concept and solicitation documents. The non-binding letter of interest shall also provide the following:

- Amount of the loan
- Anticipated all-in interest rate and spread over a common underlying index
- Points and fees
- Contingencies
- Required debt-coverage ratio
- Loan maturity and loan amortization period (permanent loan only)
- Specific sizing methodology

5.3.2.2 Equity Financing

Offerors shall provide a letter of commitment or letter of interest from each equity investor to the Project, stating the full terms and conditions under which such amounts will be provided to the Project. The schedule for the provision of the equity shall be consistent with the Offeror's requirement for construction and permanent financing.

Additionally, the Offeror shall submit two years of audited financial statements by a certified public accountant under audit standards as provided by the American Institute of Certified Public Accountants; and notes thereto for all significant parties to the transaction. A significant party is any party that shall own 10% or more of the project, contribute at least 5% of the total developer equity, or be the primary developer or operator.

5.3.2.3 Project Financial Information

Offerors shall provide a narrative statement explaining the economic feasibility of the proposed development, as well as the information outlined below.

5.3.2.3.1 Offeror Pro Forma

Offerors shall provide full development pro formas in Microsoft Excel format, describing estimated development cost and projected Project cash flows. All Offeror pro formas must be dynamic with operational and fully functioning formulas. Offerors shall limit hard coding for assumption inputs only. For rental units, retail, and office space, the submission should include an operating pro forma and analysis demonstrating the project's operating characteristics, including net operating income, debt service requirements, and related coverage ratios. For residential units, the submission must include an absorption and sell-out/lease-up schedule identifying the estimated absorption time.

Within the Offeror pro forma(s), the Offeror must submit a Sources and Uses Statement. The sources statement should describe the expected equity requirements and sources, the anticipated sources of working capital, and the anticipated sources permanent and construction debt financing for the project.

The Offeror pro forma(s) should also clearly demonstrate the methodology used for valuing the 22-acres of land on the Project Site and depict the return structure for each alternative as described in the Financial Compensation Plan.

5.3.2.3.2 Development Budget

Offerors shall provide a comprehensive development budget that coincides and matches the Offeror pro forma(s), showing the Project's total development costs, itemizing the assumed value/purchase price of the site, construction, architectural, engineering and related fees, and all other costs associated with the Project. The Offeror shall also submit total project costs and the price per square foot (for each use where possible). The submittal shall include but is not limited to:

1. Detailed methodology for determining the value/purchase price of the site;
2. Hard and soft costs, identified in detail, based on industry standards;
3. All developer fees and overhead costs separately identified, in detail; and
4. Demonstration of how the equity contribution and the first and second mortgage debt or other methods of financing fully fund this project. Offerors shall also submit a plan for their intended source of equity funding and expectations for both return of equity investment and return on equity.

5.3.2.4 Financial Compensation

5.3.2.4.1 Financial Compensation Plan

The RA is contemplating a ground lease agreement or fee simple purchase of the Project Site. The RA may require, at a minimum, financial compensation as a land seller or joint venture in the form of one or more of the following:

1. A purchase price for the land under a disposition scenario;

2. Share in the net cash flow as an equity investor, with the RA contributing part or all of the land price as equity for the project;
3. A carried equity interest equivalent to the value of the property shown as a whole number and as an equity percentage of the overall development;
4. Share in developer fee as joint venture partner contributing land and/or cash as equity; or
5. Ownership of office space for local non-profit organizations or ownership of other public amenities, such as a community recreation center.

The Offeror's financial offer should propose a land price that the RA would contribute as equity into a joint venture partnership to redevelop the site, if a joint venture scenario is proposed. Offeror's should also propose the percentage of "ownership" and subsequent return (share in net cash flow) that RA would receive in return for the equity contribution. Offerors are discouraged from proposing additional cash investment by the RA.

If a ground lease scenario is proposed, the financial offer should include the amount and timing of pre-development rent to be paid during the period after the ground lease is executed but before the project produces income (including an estimate of the length of this period); the guaranteed base rent, including escalations (including the method used to calculate escalations, their timing and the projected amount of each escalation); the method of adjusting the base rent, if it does not commence by the date projected and/or the final approved density is greater than that proposed; the RA's participating share of gross income from the project; the RA's proceeds from a capital event, such as an assignment of the leasehold interest, transfer of interest in the Offeror's business entity, refinancing or sale of the project or any other capital event after construction; and a statement as to how environmental remediation costs will be handled, if any are identified.

The financial offer should be described in detail and a preliminary compensation and participation schedule indicating the percentage, amount and timing of payments to the RA shall be submitted as described above. Financial offers should be stated in aggregate, on a per square foot basis, and on a per use basis. All offers should tie to the Offeror pro forma.

Given that the Project size or use composition may vary according to use and final design, Offerors are required to submit separate financial offers with corresponding Offeror pro forma for each development option proposed, however no Offeror shall submit more than five (5) separate options.

The financial offer should also include a statement that the Offeror will pay the RA a non-refundable option fee of \$100,000 for the right to negotiate an Exclusive Rights Agreement and a Land Disposition Agreement or Ground Lease with the RA upon designation as the Selected Offeror. This payment is separate and distinct from any other payments, deposits and fees which the RA may require.

5.3.3 Factor 3 - Project Development

5.3.3.1 Compliance with M-U-TC Development Plan

The Offeror shall provide a proposed site plan and a description of land uses. The Offeror shall also demonstrate in writing its clear understanding of the vision for the Suitland

Development Project and how their proposed development complies with the M-U-TC Development Plan. The description shall incorporate all elements of the proposal (Qualifications, Financial Framework, Project Vision, Local and Minority Business Enterprises Participation, and the Outreach Strategy and Marketing Approach) to show their alignment with the vision and zoning requirements. The description shall also demonstrate how the project complies with transit-oriented development principles (“TOD”).

Additionally, one jpeg on a disk and one full color visual of the site plan, at least 2’ by 3’ in size, must accompany the proposal. The visual may be rolled up or mounted on poster board.

5.3.3.2 Implementation and Coordination Strategy

The Implementation and Coordination Strategy shall describe how the Offeror will guarantee the team’s commitment to the implementation of the project, including:

1. Description of the Offeror’s approach to best serve the needs of the RA and Suitland Development Project by interacting and coordinating with the owners of the Surrounding Area to ensure a cohesive high-quality development.
2. Description of the Offeror’s phasing plan for the overall development.
3. Description of the team’s timetable and milestones for the next 12 months that builds upon the proposed construction schedule within the Construction Management Plan, including ability to mobilize and commence the first phase of development programming immediately upon designation as the Selected Offeror.
4. Description of the Offeror’s time and financial commitment to guarantee to the RA that the team’s milestones will be met.
5. Description of the Offeror’s property rights on land within the Suitland area, if any. If an assemblage is proposed with adjacent property not owned by the Offeror, Offeror must submit an executed agreement with the adjacent property owner, defining the property owner’s participation, if any, in the project.
6. Provision of rationale for completing the project, including sales and tenant rent structure, detailing target markets, cost and quality level.
7. Identification of the property taxes, sales taxes, amount of fees and contributions and other local public income.
8. Identification of the value of public facilities to be derived from the project.
9. The number of temporary and permanent jobs created by the project.

Any other considerations to the project, not mentioned within this RFP may be addressed within this section, as deemed necessary by the Offeror.

5.3.3.3 Community Development Plan

As part of the Project Development, the Offeror shall describe the proposed approach to designing an innovative, high quality, and aesthetically pleasing product. The narrative and associated drawings should depict the functionality, creativity and thoughtfulness of the overall site layout. The Community Development plan shall discuss the marketability of the community layout and how the plan will be coordinated with adjacent property owners.

The Offeror shall propose a mix of uses, including percentage of residential, office, or retail. Square footage for each use should be indicated where possible. See Development Program and Uses for additional requirements.

The Offeror shall also specifically describe how the Offeror will address public, or community space, and promote home ownership. The narrative of this section should describe compatibility of the proposed use(s) with the development and design objectives outlined in the M-U-TC Development Plan, and describe the Offeror’s perception of the Suitland market for residential and other proposed uses.

As further outlined in the Development Program and Uses section, the Offeror may include the provision for a separate, stand alone, office building for local non-profit organizations. The building should also have space for a multi-cultural center to accommodate a variety of recreational, community, educational and creative arts activities for the residents of the area. Alternatively, the Offeror may provide for these community activities in a separate, stand alone, facility. In all cases, the plan must provide for adequate recreational space that services the intended market.

The Offeror must also describe how it will address sustainable/green design aspects of the development to achieve maximum success of green strategies at minimum additional cost.

5.3.3.3.1 Development Program and Uses

As part of each proposal’s Community Development Plan, Offerors shall describe how their development concept corresponds to market realities and is in harmony with the M-U-TC Development Plan. The RA and the County welcome Offerors to explore unique, creative approaches to increasing the value of the Project.

5.3.3.4 Facility Design and Construction

The Offeror shall describe the proposed approach to designing a creative, high quality, and aesthetically pleasing product. The proposal should describe the functionality, creativity and thoughtfulness of the approach to achieve successful facility designs. The RA encourages Offerors to address any environmentally sensitive green construction techniques and universal design concepts within this section of their proposals. Offerors are encouraged to submit facility design drawings to better convey the vision for the project.

5.3.3.5 Construction Management Plan

The Offeror shall provide a feasible conceptual schedule for completing construction that ties to the anticipated financial structure of the Project, as shown in the Offeror pro forma(s). The Construction Management plan must also address how the Offeror will incorporate the use of quality components and materials. Techniques for assuring competitive materials and labor pricing shall also be described.

5.3.4 Factor 4 - Local and Minority Business Enterprises and Community Stakeholder Participation

The inclusion of local businesses, minority business enterprises and local minority business enterprises (collectively “LBEs/MBEs”), local community organizations and other community stakeholders is strongly valued by the RA. These entities are defined as follows:

1. Local Business Enterprise (“LBE”): This is a business whose principal place of operation is located within Prince George’s County, Maryland.

2. Minority Business Enterprise (“MBE”) is defined as any firm
 - a. Which is at least fifty-one percent (51%) owned and controlled by Minority Individuals or, in the case of any publicly-owned corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more Minority Individuals;
 - b. Whose general management and daily business affairs and essential productive operations are controlled by one or more Minority Individuals;
 - c. Which is certified by one of the following agencies as an MBE:
 - Prince George’s County, Maryland Office of Central Services
 - Maryland Department of Transportation (MDOT)
 - Washington Metropolitan Area Transit Authority (WMATA)
 - Any federal agency (e.g. U.S. Small Business Administration 8(a) or SDB)

Minority Individuals include members of the following groups:

- a. African American
- b. Hispanic American, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American or other Spanish culture or origin
- c. Native American
- d. Asian Pacific Americans and Asian-Indian Americans
- e. Females, regardless of race or ethnicity.

For additional details on how to become a certified MBE please see the References section of this RFP relating to the Prince George’s County Minority Business Division.

3. Local community organizations and local stakeholders are partially listed in Attachment A to this RFP. Offerors are strongly encouraged to include the participation of local community organizations and local stakeholders in the project.

As such, each Offeror shall address the following in their proposal.

5.3.4.1 Equity Participation

Offerors shall fund a portion of the Project’s total equity financing from LBEs/MBEs and/or local community organizations or local stakeholders. Offerors who commit to achieve at least 35% of total equity financing from LBEs/MBEs and/or local community organizations or local stakeholders will be evaluated favorably within this sub factor. Additional equity provided by LBEs/MBEs and/or local community organizations or local stakeholders may be evaluated even more favorably.

5.3.4.2 Contracting Participation

To achieve a successful development, Offerors shall award a portion of all Project contracts to LBEs/MBEs and/or local community organizations or local stakeholders. Offerors who commit to award at least 35% of all contracts to LBEs/MBEs and/or local community organizations or local stakeholders will be evaluated favorably within this sub factor. A higher percentage of total contracts with LBEs/MBEs and/or local community organizations or local stakeholders may be evaluated even more favorably.

5.3.5 Factor 5 - Outreach Strategy & Marketing Approach

Offerors must address their proposed outreach strategy and marketing approach to ensure the proposed project can be executed with community support.

5.3.5.1 Outreach Strategy

The outreach strategy shall address the Offeror's understanding of, and approach to, managing existing local stakeholders, organizations in Suitland, and community development programs. The outreach strategy shall also describe the Offeror's proposed inclusion of local community organizations and local stakeholders as equity or contracting participants in the Project, its proposed approach for interacting with the community and the potential for generating job growth. Offerors shall also address the establishment of a Community Benefits Agreement, if selected through this solicitation, which specifies the terms under which office space for local non-profit organizations and space for a multi-cultural center providing educational, recreational, creative arts and community activities will be provided to the community. Attachment A is a partial list of active Suitland community organizations, Community Development Corporations (CDC) and local stakeholders.

5.3.5.2 Marketing Strategy

The Offeror shall provide a detailed approach to market the Project for its proposed uses. The marketing strategy shall describe the use of ad campaigns, direct marketing process to the Suitland Federal Center population and the growth in number of U.S. Census Bureau and NOAA employees at the campus. The Marketing Strategy shall more generally demonstrate the Offeror's commitment to generate interest and excitement for the Suitland Development Project.

5.4 Proposal Security

Each proposal must be accompanied by Proposal Security in the amount of \$100,000. (Alternative proposals from the same Offeror require only one Proposal Security.) A cashier's check, certified check or money order, a proposal bond or a bank letter of credit are acceptable forms of Proposal Security. Attachments B and C provided acceptable forms for a proposal bond or bank letter of credit. After a Selected Offeror is designated, all Proposal Security deposits will be returned to Offerors except the Selected Offeror. The RA shall retain the Selected Offeror's Proposal Security until a Ground Lease or Land Disposition Agreement is executed. The Proposal Security is additional to the non-refundable option fee of \$100,000, described in Section 5.3.2.4.1, for the right to negotiate an Exclusive Rights Agreement and a Ground Lease or Land Disposition Agreement with the RA, which is payable upon designation as the Selected Offeror.

6 Evaluation Selection Process

The RA seeks to identify an Offeror(s) that is committed to implementing the RA’s vision for the Suitland Development Project, as represented in this RFP. All proposals received which meet the submission requirements will be evaluated based on the Offeror’s responses to the Evaluation Factors described above and listed below. The RA reserves the right to make the selection and chose the Offeror that provides the best value to the RA and the County.

6.1 Evaluation Factors (Full Description provided in Section 5)

Table of Evaluation Factors
<p>1. Qualifications</p> <ul style="list-style-type: none"> a. Team Structure b. Past Performance and Experience
<p>2. Financial Framework</p> <ul style="list-style-type: none"> a. Debt Financing b. Equity Financing c. Project Financial Information d. Financial Compensation
<p>3. Project Development</p> <ul style="list-style-type: none"> a. Compliance with M-U-TC Zoning Requirements b. Implementation and Coordination Strategy c. Community Development Plan d. Facility Design and Construction e. Construction Management Plan
<p>4. Local and Minority Business Enterprises and Community Stakeholder Participation</p> <ul style="list-style-type: none"> a. Equity Participation b. Contracting Participation
<p>5. Outreach Strategy and Marketing Approach</p> <ul style="list-style-type: none"> a. Outreach strategy: b. Marketing Strategy

6.2 Timetable

A pre-proposal conference to give interested Offerors the opportunity to ask questions about the RFP will be held on November 19, 2009 between 10:00am and 12:00pm at The Water Tower/Community Center 4211 Suitland Road, Suitland, Maryland 20746. All interested Offerors are invited to attend.

The date of the release of this RFP until the Due Date shall serve as an additional question and answer period between the RA and prospective Offerors. Any questions regarding this RFP should be submitted via email to Stephen Paul at sjpaul@co.pg.md.us by February 4, 2010 at 12:00pm EST. Offerors shall not direct questions to any other person affiliated directly or indirectly with the RA, the County, or its advisors. Responses to Offeror questions will be posted anonymously to the Project Website as quickly as possible.

Evaluations will commence at 5pm EST, February 16, 2010. All Offerors will be notified of their status with respect to this solicitation on or about April 30, 2010. Each Offeror who responds to this RFP is responsible for monitoring the Project Website for updates or additional information pertaining to the Project. The RA will endeavor to follow the dates set forth above; however, such dates are intended to

serve as a guideline only and are subject to change under the RA’s sole discretion and without prior notice.

6.3 Selection Process

The RA will select the best value development proposal, taking into account the Submission Requirements and Evaluation Factors set forth in Sections 5.3 and 6.1, respectively. The evaluation criteria and areas of emphasis described in the RFP are intended as a guide to the RA’s discretion in identifying a selected Offeror(s). The RA retains the ultimate discretion to identify and select the development team that offers the most outstanding proposal, taking into account the factors and requirements set forth in this RFP. Responses to this RFP will be subject to the methodology set forth below.

6.3.1 Proposal Receipt

The RA receives and processes all Proposals through the designated Point of Contact. Proposals that, in the RA’s sole and non-reviewable discretion, are deemed non-responsive or not reasonably susceptible of being selected for award will be rejected and returned to the Offeror with a written explanation. Please note that any Proposal that does not satisfy the requirements of Section 5.3 and its sub-sections may be rejected as technically unacceptable and returned to the Offeror. The RA reserves the right to accept or reject any Proposal without negotiation or discussion.

6.3.2 Role of the PAG

The Point of Contact will designate a Proposal Analysis Group (PAG) which will be comprised of representatives from the RA, the County and the community. All members will be voting members. The PAG will be supported by industry experts to advise on questions of mixed-use design and development, real estate finance, as well as other applicable topics. Other consultants may be engaged to advise the PAG and to provide technical assistance for the selection process. An analysis and evaluation of each Proposal deemed to be reasonably susceptible of being selected for award will be conducted.

The PAG may meet with all or select Offerors for both an oral presentation and specific discussions about a Proposal. If such meetings are held, details on the oral presentation will be provided as part of the scheduling process. Such discussions could include identification of areas of the Proposal that require clarification or improvement (including architectural and engineering designs and drawings) or do not comply with the RFP. Any oral explanation or instruction given by the RA and its advisors during that time is not binding on RA unless set forth in an Amendment to this RFP.

If requested by the RA, Offerors submit Final Proposals. The Final Proposal may be significantly changed from the initial Proposal submitted, but only with the RA’s approval. The RA reserves the right to waive the Final Proposal submission requirement, to request further clarification of a Final Proposal or to request a Revised Final Proposal. The RA intends to select an Offeror who responds to this RFP, without an additional solicitation.

6.3.3 Evaluation Ratings and Offeror Selection

The PAG will, in coordination with the Point of Contact, rate each responsive Proposal, and evaluate it based on the Evaluation Factors of this RFP. The PAG will then, in coordination with the Point of Contact, tentatively designate a Selected Offeror, and the RA will develop an Exclusive Rights Agreement to be followed by the RA and the Selected Offeror in negotiating a Land Disposition Agreement. If negotiations are unsuccessful, the PAG, in coordination with the Point of Contact, may terminate negotiations and commence negotiations with the second ranked Offeror and those ranked thereafter, in order of ranking. Alternatively, the PAG may, in

coordination with the Point of Contact, decide upon competitive negotiations with two or more ranked Offerors.

As soon as the principal business terms for the tentatively Selected Offeror's Project have been reduced to an Exclusive Rights Agreement, the Point of Contact submits a recommendation regarding the designation of a Selected Offeror(s) and approval of the Exclusive Rights Agreement to the RA Board of Directors and the County.

Designation of a Selected Offeror must be approved by the County and the RA.

6.4 No Representations or Warranties

The RA, its partners, consultants, contractors, employees and officers are not responsible for any incomplete or inaccurate information that may be obtained from any source whatsoever regarding property data. Offerors are responsible for verifying any and all information to their own satisfaction and are encouraged to consult with the appropriate agencies with Prince George's County to obtain current planning and zoning information, as well as all other relevant federal, state and local agencies.

Offerors shall be given an opportunity to inspect the site. If the Offeror is selected and elects to proceed after conducting its due diligence, it shall acquire or take possession of the site in **"AS IS, WHERE IS" CONDITION**.

Offerors are encouraged to confer with the RA prior to submitting their responses. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the RA and will not be returned.

An Offeror, by submitting a response to the RFP, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of the RFP, the RA's selection of an Offeror with whom it enters into negotiations, the RA's rejection of any or all responses and any subsequent Land Disposition Contract that might be entered into as a result of the RFP.

6.5 RA Selection Rights, Non-Liability, Waivers and Hold Harmless

The RA reserves the right, at its sole discretion, to reject any proposal it deems incomplete or unresponsive to the submission requirements. The RA also reserves the right, at its sole discretion, to reject all proposals and re-advertise at a later date.

Although a one-step process is currently envisioned, the RA reserves the right to down select to a smaller group of Offerors into a "short-list" and has the discretion to negotiate with all (or any number) of the Offerors on the short-list via "best and final" negotiations. The RA reserves the right to make the development selection on the basis of initial proposals without discussions with the developers. Accordingly, Offeror's initial offers should contain their best terms from the standpoint of the evaluation factors identified in this RFP. However, the RA also reserves the right, in its sole discretion to conduct discussions with Offerors and solicit revised proposals including best and final offers and to make the Offeror selection on the basis of such revised offers.

In addition, the RA reserves the right to narrow the number of Offerors in the competitive range for reasons of efficiency or to exclude Offerors whose proposals are not among the most highly ranked.

An Offeror(s) acknowledges by submitting a Proposal to the RA that the RA does not undertake and shall have no liability with respect to the Development Program, the RFP and responses thereto, nor with respect to any matters related to any submission by an Offeror (s). By submitting a proposal in response to this RFP, the Offeror(s) releases the RA and the County from all liability with respect to the Development Program, the RFP and all matters related thereto, covenants not to sue the RA or the County regarding such matters and agrees to hold the RA and the County harmless from any claims made by the Offeror(s) or anyone claiming by, through or under the Offeror(s) in connection therewith.

6.6 Material Changes

From the Due Date through Project award, the Offeror shall provide to the RA in writing, all material changes to the Offeror's team which may adversely affect any of the five (5) Evaluation Factors, within five (5) business days of such change(s). Failure of the Offeror to disclose material changes may result in the disqualification from the competition of this project. Material changes may include, but are not limited to:

- Bankruptcy/reorganization of any of the participating entities/individuals or key team members in the Offeror's proposal;
- Default on any loans or any other type of debt instrument;
- Twenty (20) percent decrease in net worth/owner's equity;
- Twenty (20) percent decrease in assets;
- Twenty (20) percent increase in liabilities;
- A sale of a portion of all of the Offeror's or participating entities' interest in said asset
- Litigation actions, pending or threatened, that may materially affect the Offeror's ability to successfully complete the transaction;
- Judgment or lien against the Offeror imposed by any state or federal local taxing authority;
- Other events deemed material by the Offeror that may affect the Offeror's ability to complete the transaction; and
- Key team member or employee resignations.
- Criminal indictments and felony and fraud convictions of the Offeror or any principal, officer, director, partner, member, manager or equivalent of any person or entity constituting a member of the development team.

The RA reserves the right to reevaluate the material change(s) to the Offeror's development team and eliminate it from further consideration. If at any time after the RA award, but prior to entering into a binding agreement as applicable, the Offeror should decide not to proceed or is terminated for cause; the RA has the right to draw against the Proposal Bond.

7. References

Although the RA expects all Offerors to perform their own due diligence, the following references should be reviewed by Offerors in advance of proposal preparation and submission.

1. The Redevelopment Authority of Prince George's County
(<http://www.princegeorgescountymd.gov/Government/AgencyIndex/Redevelopment/index.asp>)
2. Suitland Mixed Use Town Center (M-U-TC) Development Plan
3. The Maryland-National Capital Park and Planning Commission homepage (www.mncppc.org)
4. Prince George's County Economic Development Corporation homepage (www.pgcedc.com)
5. Prince George's County Maryland Business Development Division
(www.princegeorgescountymd.gov/government/agencyindex/centralservices/minority.asp)

8. Attachments

- A. Partial List of Community Organizations

ATTACHMENT A

Suitland Civic Association
P.O. Box 1117
Suitland, MD 20746
(301) 793-1219

Reaching Objectives Through Joint Actions (ROJA), Inc.
3415 Parkway Terrace Drive, Suite 3
Suitland, Maryland 20746
(240) 619-5235 Office
(240) 619-5235 Fax

Omega Gold Development Group, Inc.
3000 Victory Lane c/o P.O. Box 111
Suitland, Maryland 20746
(301) 847-0255 Office
(301) 775-2566 Fax

Attachment B

**THE REDEVELOPMENT AUTHORITY
OF PRINCE GEORGE’S COUNTY**

PROPOSAL BOND

RFP Date: _____

Penal Sum of Bond: \$100,000

RFP Number: _____

Date Bond Executed: _____

Development Site: _____

KNOWN ALL PERSONS BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto, are firmly bound to The Redevelopment Authority of Prince George’s County (the “RA”) in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, “jointly and severally” only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted a Proposal in response to the RFP identified above, this Bond shall be valid for 360 days from the RFP Date Written above.

If the RA designates the Principal as the Selected Offeror based upon the Proposal it submitted under the RFP number written above, and the RA terminates the Principal’s designation as the Selected Offeror in accordance with Section 6.6 of the aforesaid RFP, the Principal and the Surety(ies) named herein shall be liable to the RA as aforesaid for the Penal Sum in this Bond.

Each Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for the RA’s designation of the Selected Offeror or the negotiation of a Development Agreement, notice of which extension(s) to the Surety(ies) being hereby waived, provided that such waiver shall apply only with respect to extensions aggregating not more than 120 calendar days in addition to the period originally allowed as stated above.

Principal(s)

1. Developer: _____

Address: _____

Signature of Authorized Representative:

Corporate Seal:

Name and Title:

State of Incorporation:

2. Developer: _____

Address: _____

Signature of Authorized Representative:

Corporate Seal:

Name and Title:

State of Incorporation:

3. Developer: _____

Address: _____

Signature of Authorized Representative:

Corporate Seal:

Name and Title:

State of Incorporation:

CORPORATE SURETIES

A. Surety Name: _____ Liability Limit (Seal)
\$ _____
Address: _____
Signature: _____
Name and Title: _____
State of Incorporation: _____

B. Surety Name: _____ Liability Limit (Seal)
\$ _____
Address: _____
Signature: _____
Name and Title: _____
State of Incorporation: _____

C. Surety Name: _____ Liability Limit (Seal)
\$ _____
Address: _____
Signature: _____
Name and Title: _____
State of Incorporation: _____

Attach additional pages as needed.

Instructions

1. This form is authorized for use in providing Proposal Security. It must be completed legibly. The name of each person signing this Proposal Bond should be typed in the space provided. The RA may request documentation confirming the authorization of a person signing in a representative capacity.
2. Sureties executing the Proposal Bond must be AAA rated, acceptable to the RA, among those appearing on the U.S. Treasury Department’s list of approved sureties and must be acting within the limitations set forth therein.

Attachment C

[If issuing bank is located outside of Maryland or Washington, D.C. then a confirming bank in one of those jurisdictions is required; both banks must be members of the Federal Reserve System.]

[Issuing Bank L/C Letterhead]

IRREVOCABLE STANDBY LETTER OF CREDIT

Letter of Credit No. _____

Issue Date: _____, 2010

APPLICANT:

Name: _____

Address: _____

Re: Issued in Connection with the Suitland Development Project Request for Proposals

Development Project: _____

Development Request for Proposals Dated: _____

BENEFICIARY:

The Redevelopment Authority of Prince George’s County
9201 Basil Court
Suite 155
Largo, Maryland 20785

Ladies and Gentlemen:

1. We hereby open in your favor, at the request and for the account of the above-identified Applicant, our Irrevocable Standby Letter of Credit No. _____ in an aggregate amount of One Hundred Thousand and 00/100’s US Dollars (USD 100,000.00), to be available for payment of your drafts drawn at sight on us, and accompanied, in the case of each draft, by your written certification to us signed by any person purporting to act on your behalf, stating:

Applicant as the Selected Developer for the above-referenced Development Project pursuant to that certain Request for Proposals (RFP) dated _____, and issued by Beneficiary, has been terminated as the Selected Developer in accordance with section ____ of the RFP, and Beneficiary under the RFP.

2. Drafts drawn under this letter of credit (as same may have been or may be amended from time to time) shall be completely sufficient if in the form attached hereto as Exhibit B, and need not be endorsed on the letter of credit. We will accept any and all statements delivered pursuant to this credit as conclusive, binding and correct, without having to investigate or being responsible for the accuracy, truthfulness, correctness or validity thereof and notwithstanding the claim of any person to the contrary.

3. This credit shall expire, unless extended as provided herein, at 5:00pm local time in Largo, Maryland, on _____, 2010. If such date is a Saturday, Sunday, legal holiday or day on which we are not open for business on account of any other reason, the expiration date set forth above shall automatically be extended to our next regular business day. It is a condition of this credit that it will be automatically extended without amendment for an additional period of 12 months from the present and each future expiration date, unless, not less than 60 days prior to the then-relevant expiration date, we notify you by Registered Mail that we elect not to extend this credit for any additional period. Upon your receipt of such a notification, you may draw your sight draft on us prior to the then-relevant expiration date for the unused balance of this credit, which need be accompanied only by your signed written statement that you received notification of our election not to extend.

4. All drafts drawn under this letter of credit must refer to the number and issue date of this credit, and must be marked “Drawn under [Issuer’s Name] Irrevocable Standby Letter of Credit No. _____.”

5. We agree to honor each draft drawn under and in compliance with the terms of this credit, if duly presented at our offices at [must be the address of an office of the issuing bank in Maryland or Washington, D.C.], or [if a confirming bank is being used, at the offices of such confirming bank at a specified address in Maryland or Washington, D.C.] at or before 5:00pm local time in Maryland. We agree to deliver payment in full of each such draft without any processing, check, or other fees whatsoever, to your offices as set forth hereinabove, Attn: General Counsel, not later than 36 hours after the time of presentment (not including Saturdays, Sundays, legal holidays, or any day on which we are not open for business on account of any day on which we are not open for business on account of any other reason) by our Cashier’s or Teller’s check payable solely to the order of “The Redevelopment Authority of Prince George’s County.”

6. The original and/or any amendment of the credit under which drafts are presented by you need not be presented with any draft drawn thereunder in order to constitute a valid presentment, unless such draft is a full and/or final draft under this credit.

7. Partial drawings under this letter of credit are permitted.

8. This credit shall be governed by the Uniform Customs and Practices for Documentary Credits, UCP 500 (1993 Rev.), published by the International Chamber of Commerce, and to the extent not so governed in accordance with the statute and case law of the State of Maryland.

Very truly yours,
[Name of issuing or confirming bank]

By: _____
Authorized Officer

Print Name: _____

Print Title: _____