



**THE REVENUE AUTHORITY
OF
PRINCE GEORGE'S COUNTY
REQUEST FOR PROPOSALS
NO. FE-02-2020**

Fee Based Real Estate Developer for the New Construction of a Multifamily Rental Apartment Building and a Mixed-Use Residential/Retail Building located on Parcels 3A and 3B as part of the Suitland Mixed-Use Town Center Development Plan (MUTC) on Suitland Road in Prince Georges County Maryland

**Special accommodations for persons with disabilities may be made by calling
(301) 883-6400 or TDD: (301) 925-5167**

ISSUE DATE: September 7, 2020

DEADLINE FOR QUESTIONS: October 20, 2020 - 3PM EST

PROPOSAL CLOSING: November 6, 2020 - 3PM EST

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SECTION I: INTRODUCTION

1.1 SUMMARY STATEMENT

The RAPGC of Prince George's County (hereafter referred to as the "RAPGC") seeks to acquire the services of a fee based real estate developer to develop a new construction 193-unit multifamily rental apartment building and a mixed-use building consisting of 348-units of residential housing and 76,767 square feet of retail space.

1.2 PROPOSAL CLOSING DATE

To be considered, an electronic copy of the Proposal must be emailed to: REDevelopment@co.pg.md.us

Proposals must be received at REDevelopment@co.pg.md.us by no later than 3:00 p.m. Eastern Daylight Savings Time on November 6th, 2020. The subject of the email must be "Proposal of [*insert your firm's name and remove brackets*]" in Response to RFP NO. FE-02-2020.

Late proposals will not be considered. Offerors emailing proposals after the proposal closing time will not be considered.

1.3 QUESTIONS AND INQUIRIES

Questions and inquiries must be submitted in writing no later than fifteen (15) calendar days prior to the Request for Proposals closing date to: REDevelopment@co.pg.md.us

Written answers will be sent to all vendors listed by the RAPGC as receiving a copy of this Request for Proposals (RFP).

1.4 PROPOSAL ACCEPTANCE

RAPGC reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Further, RAPGC reserves the right to make a whole award, partial award, or no award at all.

1.5 AWARDS

RAPGC reserves the right to make one (1) or more awards, whichever is in the RAPGC's best interest.

1.6 DURATION OF PROPOSAL OFFER

Proposals are to be held valid for 180 calendar days following the closing date for this Request for Proposals. This period may be extended by mutual agreement between the Offeror and the RAPGC.

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1.7 NOTICE TO OFFERORS

Offerors, before submitting a proposal, shall become fully informed as to the extent and character of the work required and are expected to familiarize themselves completely with the requirements of the solicitation and specifications. Failure to do so will **not** relieve the Offeror of responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal is an agreement with all of the items and conditions referred to herein.

1.8 INVOICING

All invoicing of payment for the performance of services under the agreement shall be approved prior to payment. Invoices shall be submitted on a monthly basis and shall include the following: (1) Offeror's name and remittance address; (2) Offeror's Tax Identification Number; and (3) Documentation as to the resultant service completed during the time covering the invoice.

Invoices shall specifically reflect the percentage of work (deliverables and services) completed and shall identify the work to be completed.

SECTION II: GENERAL INFORMATION

2.1 ECONOMY OF PREPARATION/INCURRED EXPENSES

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Offeror's capabilities and description of the offer to meet the requirements of this RFP. RAPGC will not be responsible for any costs incurred by any Offeror in preparing and submitting a response to this solicitation.

2.2 ADDENDA TO THE REQUEST FOR PROPOSALS

If it becomes necessary to revise any part of this RFP, addenda will be provided to all firms listed by the RAPGC as receiving a copy of the RFP. Written acknowledgement of receipt of all issued amendments, addenda or changes issued shall be required from all Offerors responding to this RFP and in the form required by the solicitation documents.

2.3 ORAL PRESENTATIONS

The RAPGC reserves the right to conduct individual interviews with finalists and to request best and final offers from any or all finalists. Those Offerors may be required to provide oral presentations to discuss their proposals, answer questions from RAPGC, and/or clarify their submittal.

2.4 TAX CERTIFICATION AND GOOD STANDING

The successful Offeror shall be current and in compliance with applicable tax filings and licensing requirements of the Prince George's County Government; and, if a Corporation conducting business in Prince George's County or the State of Maryland, must be registered and in "Good Standing" with the Maryland State Department of Assessment and Taxation. The successful Offeror shall truthfully execute Tax Certification Affidavit (See Form No. 6) and submit this form, together with a copy of its Certification of Good Standing, as applicable, within seven calendar days of the RAPGC's Notice of Intent to Award.

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2.5 CONFIDENTIALITY/PROPRIETARY INFORMATION

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by the RAPGC in accordance with the Maryland Public Information Act, 4-101 et. seq., General Provisions Article of Maryland Annotated Code. Offerors must clearly indicate each and every page that is deemed to be confidential/ proprietary or a trade secret (it **IS NOT** sufficient to preface your proposal with a proprietary statement).

2.6 ALLOWANCE OF IN-HOUSE WORK

No section or portion of this RFP or the subsequent Contract shall be construed or interpreted to preclude the RAPGC from accomplishing any task or undertaking of any operation or project utilizing its own work force.

2.7 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn upon written request from the Offeror at the address shown in the solicitation prior to the time of closing. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after time fixed for closing of the proposals.

2.8 SUPPLIER DIVERSITY AND PARTICIPATION

This RFP contains a requirement of 40 % participation by Certified County-Based Small Business (CBSB). The Offeror shall comply with the CBSB requirements of Section 10A-161, et seq. of the Prince George's County Code, which are incorporated by reference into this Agreement. Implementation of these requirements, as applicable, is a legal obligation and failure to comply with such terms shall be treated as a material breach of the Contract that may result in suspension, debarment or cancellation of the Contract. RAPGC will investigate any allegation that the Offeror, and Contractor it hires, subcontractors or any other participating business is not in compliance with these requirements. Should an investigation find merit in the allegations, the RAPGC may pursue legal/and or contractual remedies and impose sanctions as provided for in Section 10A-164 of the County Code.

Each Offeror's response to this RFP must include a Supplier Utilization Plan (Form No. 1). The Supplier Utilization Plan certifies the percentage of the Contract's total value that will be subcontracted to Contractors, subcontractors or suppliers throughout the full term of the contract. Any change to the mandatory Supplier Utilization Plan must be approved by the Chief Real Estate Officer. Compliance with the mandatory supplier participation percentages is a contractual requirement as agreed upon with execution of the award documents. The monitoring process for the program consists of the following components:

- The Offeror that is awarded the contract under this solicitation (the prime "Contractor") shall provide Monthly Reports to the Chief Real Estate Officer, RAPGC, via the Monthly Supplier Participation Report (Appendix A: Monthly Supplier Participation Report).
- The Compliance Unit of RAPGC will review reports and take action if the reports are incomplete, if there are questions about the validity of the information in the reports and/or if reports are not submitted.
- Developer must understand that not reporting and/or meeting their participation requirements constitutes a material breach of contract that could result in a fine of up to 5% of the Contract value for each violation up to termination of Contract.

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- Should compliance issues arise with meeting the utilization requirement, Developer agrees to consult the Chief Real Estate Officer in an effort to cure the issues or challenges.
- Should the Developer not be in position to find appropriate suppliers to meet participation requirements, then the Developer should contact the Chief Real Estate Officer for assistance in finding appropriate vendors to satisfy participation requirements.

At the discretion of RAPGC, any Developer given a supplier diversity preference under Section 10A-173 or that is subject to the County-Based Small Business participation requirements of Section 10A-161 shall be subject to an audit of documents or other information deemed necessary by the Chief Real Estate Officer or the RAPGC to verify compliance upon thirty (30) calendar days written notice, including, but not limited to, copies of any contracts with subcontractors or other vendors.

Definitions of each type of certified entity are set forth in Appendix K.

2.9 SUBCONTRACTING

Any person undertaking a part of the work under the terms of the Contract, by virtue of any agreement with the Offeror, must receive approval of the Chief Real Estate Officer prior to any such undertaking. The maximum percentage of work that may be performed by a subcontractor(s) is 90%. In the event the Developer desires to subcontract some part of the work specified herein, the Developer shall furnish with their proposal the names, qualifications and experience of their proposed subcontractors. Subcontractors shall conform, in all respects, to the provisions specified for the Developer. The Developer shall, however, remain fully liable and responsible for the work done by their subcontractors. The RAPGC may terminate the Contract if the subcontracting is done without the Chief Real Estate Officer's prior approval.

Contractor Prompt Payment.

(1) Developer shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to Developer by the RAPGC for such work performed under the contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Developer to a subcontractor, Developer may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to Developer.

(2) Interest penalties. Any developer who violates Paragraph (1), above, shall pay to the subcontractor a penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by Developer (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against the RAPGC. Willful violations of this requirement may also result in a contractor being suspended or debarred.

(3) Subcontract Clause Requirements. Developer shall include in each of its subcontracts: (A) a payment clause which obligates Developer to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Developer by the RAPGC for such work performed under such contract; (B) an interest penalty clause which obligates Developer to pay to the subcontractor in the case of each payment not made in accordance with the payment clause included in the

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subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153); and (C) a clause in its subcontracts requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-153) of the amount due per month for every month in each of its subcontracts, and (ii) requiring each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

2.10 EVIDENCE OF SUBCONTRACTING

The selected Developer is required to submit to the RAPGC copies of executed subcontracts as a condition of the RAPGC executing the Contract with the Developer. Copies of executed subcontracts are not required with the proposal; however, intent to subcontract must be disclosed within the proposal.

2.11 RESPONSIBILITIES OF THE CONTRACTOR

The Developer shall be responsible for the professional quality and technical accuracy of their advice and other services furnished by them. The Developer will perform services with the degree of skill, which is normally exercised by recognized professionals with respect to services of a similar nature.

Neither the RAPGC's review, approval or acceptance of, nor payment for, any of the services required under the Contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of this Contract, and the Developer shall be and remain liable to the RAPGC in accordance with applicable law for all damages to the RAPGC caused by the Developer's negligent performance of any of the services furnished under the contract.

The rights of the RAPGC provided for under the contract are in addition to any rights and remedies provided by law.

2.12 FORMATION OF AGREEMENT/CONTRACT WITH SUCCESSFUL CONTRACTOR

The Contract as a result of this RFP (the "Contract") shall be by and between the Offeror as Developer and the RAPGC, and shall contain provisions included in this RFP as Appendix E. By submitting a proposal in response to the RFP, the Offeror accepts the terms and conditions set forth herein.

2.13 AFFIDAVITS, CERTIFICATIONS AND AFFIRMATIONS

Offerors are required to submit with their proposal certain certifications, affirmations and affidavits. These forms, which should be completed by all Offerors, are set forth In Section VI of this RFP.

2.14 Gifts

Offerors and Developer must not make or offer to make a gift to a public employee as public employees are prohibited from accepting gifts.

2.15 Kickback

(1) A kickback means any money, fee, commission, credit, gift, or compensation of any kind which is provided directly or indirectly to an Offeror, Developer,, a Developer employee, a subcontractor, a

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subcontractor employee, a public employee, or other person for the purpose of obtaining or rewarding favorable treatment in the award of a prime contract or a subcontract in connection with a contract awarded by the RAPGC.

(2) A person must not:

- a) Provide, attempt to provide, or offer to provide a kickback;
- b) Solicit, accept or attempt to accept a kickback;
- c) Include, directly or indirectly, the amount of a kickback in the price charged by the subcontractor to the Developer or Contractor, or by the prime Developer or Contractor in the price charged by the prime Contractor, to the RAPGC; or
- d) Claim that the unlawfully induced contract or subcontract fulfills any legal, regulatory or contractual requirement.

SECTION III: SCOPE AND REQUIREMENTS

3.1 DEFINITIONS

Definitions. The following defined terms shall have the meanings set out below:

(a) **"Affiliate"** means, with respect to a Person, any other Person directly or indirectly controlling, controlled by, or under common control with such first Person. As used in this Agreement, the term **"control"** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policy and/or policies of a Person, whether through ownership of voting securities, by contract, or otherwise.

(b) **"Approve," "Approved," or "Approval"** means, as to the subject matter thereof and as the context may require or permit, an express approval contained in a written statement signed by RAPGC.

(c) **"Architect"** means the architect Approved by RAPGC pursuant to the terms of the Agreement as the architect for the Project.

(d) **"Bankruptcy"** means any of the following: (i) the filing of a voluntary petition under any federal or state law for the relief of debtors; (ii) the filing of an involuntary proceeding under any such law; (iii) the making of a general assignment for the benefit of the assignor's creditors; (iv) the appointment of a receiver or trustee for a substantial portion of a Person's assets; or (v) the seizure by a sheriff, receiver, or trustee of a substantial portion of a Person's assets.

(e) **"Change in Control"** means either: (i) the Developer is no longer controlled by its key principals or entities; (ii) a merger, consolidation, or conversion of the Developer with or into another business entity that is the surviving entity in such merger, consolidation, or conversion other than a merger, consolidation, or conversion with an Affiliate of the Developer; or (iii) a change in control of the Developer, including, without limitation, by the transfer of 50% or more of the stock in the Developer to any one person or entity in one or a series of transactions.

(f) **"Construction Contract"** means a RAPGC Approved construction contract negotiated and executed in accordance with this RFP. Developer shall enforce, at RAPGC's

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expense, the Construction Contract and the other obligations, warranties, and guarantees of the General Contractor.

(g) **"Construction Period"** means the time period: (i) beginning with the commencement of actual construction, including, without limitation, demolition and excavation, of the Project; and (ii) ending on Final Completion of all of the Work.

(h) **"Developer"** is defined in the Preamble hereof.

(i) **"Development Budget"** means the budget and schedule for the development, construction, building, positioning, and branding of the Project, including all soft costs and hard costs, and which shall also include the Project Schedule. The Development Budget shall set out all hard and soft costs, fees, and expenses required for the construction and development of the Project.

(j) **"Development Fee"** means the percent of the budgeted Project Costs (excluding land purchase price, financing costs, interest expenses, and operating losses) proposed by the Offeror in the response to this RFP.

(k) **"Entitlement Obligations"** means dedications of land or improvements for, or contributions to the cost of, constructing, installing, operating, or maintaining public improvements, installations, or facilities or other special taxes, assessments, licenses, fees, charges, or impact or mitigation charges required under Governmental Requirements.

(l) **"Environmental Laws"** means any federal, state, or local law, rule, or regulation pertaining to environmental regulation, contamination, remediation, or clean-up, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq.* and 40 CFR § 302.1 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.* and 40 CFR § 116.1 *et seq.*), those relating to lead based paint, and the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), [STATE-SPECIFIC ENVIRONMENTAL LAWS], and the regulations promulgated pursuant to said laws, all as amended.

(m) **"Final Completion"** means following Substantial Completion of the Work: (i) all Punch List Work has been completed and paid for; (ii) delivery to RAPGC of a certification of the Architect that all of the Work has been completed in accordance with the Plans and Specifications; and (iii) RAPGC has received final lien waivers and lien releases from Developer, General Contractor, and all subcontractors and materialmen; (iv) delivery to RAPGC of an ALTA as-built survey of the Project which conforms to the Plans and Specifications and any other survey requirements of RAPGC or RAPGC's lender; (v) delivery to RAPGC of two (2) sets of as-built plans and specifications, including any off-site improvements, in accordance with the Plans and Specifications; and (vi) delivery of endorsements to the RAPGC's policy of title insurance insuring that the Project is free of any and all liens arising out of the Work (which may be obtained by "bonding off" by Developer or RAPGC of any recorded liens) and insuring the zoning for the Project, along with any other endorsements reasonably requested by RAPGC.

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(n) **"Final Development Budget"** means the Development Budget Approved by the RAPGC concurrent with the execution and delivery of the Construction Contract and following the completion of the Plans and Specifications for the Project and the Approval by the RAPGC thereof.

(o) **"Force Majeure"** means any delay due to any moratorium on the issuance of governmental approvals, extreme unpredictable weather, fires, earthquakes, explosions, wars, riots, mob violence, area-wide strikes, union labor disputes or other union work stoppages, freight embargoes or inability to obtain basic materials or supplies by reason of shortages which generally affect the region in which the Project is located or which are national in scope, condemnation, acts of terrorism, acts of God, or, without limiting the foregoing, any cause not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence, the party cannot prevent.

(p) **"General Contractor"** means the general contractor Approved by the Revenue Authority under the terms of the Agreement as the general contractor for the Project.

(q) **"Governmental Authorities"** means any and all federal, state, county, city, town, other municipal corporation, governmental or quasi-governmental board, agency, authority, department, or body having jurisdiction over the Project.

(r) **"Governmental Authorizations"** means the permits, licenses, variances, entitlements, approvals, and other actions that, under Governmental Requirements applicable to the Project, have been or must be issued, granted, or taken by Governmental Authorities in connection with the Project.

(s) **"Governmental Requirements"** means building, zoning, subdivision, traffic, parking, land use, environmental, occupancy, health, accessibility for disabled, and other applicable laws, statutes, codes, ordinances, rules, regulations, requirements, and decrees of any Governmental Authority pertaining to the Project. This term shall include the conditions or requirements of Governmental Authorizations.

(t) **"Hazardous Materials"** means any hazardous, toxic, or harmful substances, wastes, materials, pollutants, or contaminants (including, without limitation, asbestos, lead-based paint, polychlorinated biphenyls, petroleum products, flammable explosives, radioactive materials, infectious substances, or raw materials which include hazardous constituents) or any other substances or materials which are included under or regulated by Environmental Laws, or any molds, spores, fungi, or other harmful microbial matter.

(u) **"Initial Development Budget"** means the Development Budget proposed by Offeror. Upon execution of the Construction Contract, the Initial Development Budget shall be replaced in its entirety with the Final Development Budget.

(v) **"LEED"** means the "Leadership in Energy and Environmental Design" certification program of the U.S. Green Building Council.

(w) **"LEED Certification"** means LEED Gold certification.

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(x) **"Material Subcontract"** means a subcontract with a price that is reasonably expected to exceed One hundred fifty thousand Dollars (\$150,000).

(y) **"Material Subcontractor"** means a counterparty to a Material Subcontract.

(z) **"RAPGC"** is defined in the Preamble hereof.

(aa) **"Plans and Specifications"** means all working drawings and specifications setting forth in detail and prescribing all work to be done for the Project, including the Work, general conditions, special conditions, materials, workmanship, finishes, and equipment required for the architectural, structural, life safety, mechanical, electrical, and plumbing systems, parking, landscaping, on-site amenities, and facilities, and all addenda thereto and modifications thereof, to be prepared by the Architect and Approved by the Revenue Authority.

(bb) **"Pre-Development Period"** means the period: (i) beginning on the date of the Agreement; and (ii) ending with the commencement of the Construction Period.

(cc) **"Project"** is defined in the Recitals hereof.

(dd) **"Project Costs"** means the total costs of developing and constructing the Project as agreed in the Final Development Budget.

(ee) **"Project Schedule"** means the schedule for the completion of the design and construction of the Project, identifying: (i) the projected dates for the achievement of major milestones in the development process; and (ii) the commencement and completion of construction for various stages of the Project.

(ff) **"Property"** is defined in the Recitals hereof.

(gg) **"Punch List Work"** means minor items of Work necessary to complete the Project which will not materially interfere with the leasing and occupancy of the Project, and which are otherwise of a scope and nature as is commonly understood in the construction industry.

(hh) **"Services"** means the duties, obligations, responsibilities, and other services to be provided by Developer under the Agreement, including, without limitation, management of the Work.

(ii) **"Substantial Completion"** means: (i) all Work has been completed in accordance with the Plans and Specifications, subject only to completion of Punch List Work, as evidenced by an AIA G704 certificate from the Architect certifying substantial completion and identifying all such punch list items and the estimated cost thereof; permanent certificate of occupancy has been issued.

(jj) **"Tenant Improvements"** means all improvements constructed or to be constructed by, or on behalf of, tenants or occupants of any space in the Project.

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(kk) "**Work**" means all work and services required be performed by the General Contractor to develop and construct the Project in accordance with the Construction Contract and the Plans and Specifications.

3.2 BACKGROUND

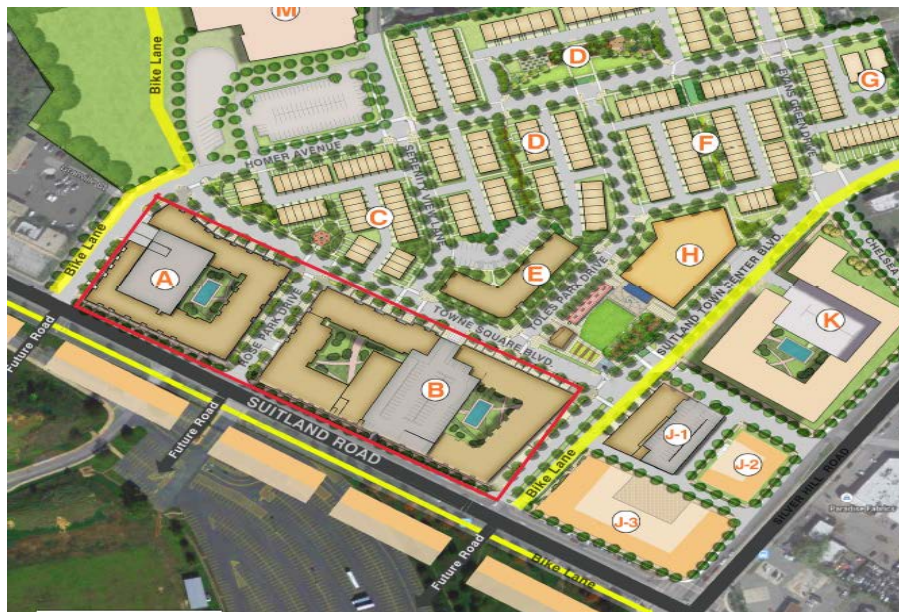
In 2006, the Prince George's County Planning Board approved the Suitland Mixed-Use Town Center (M-U-TC) Development Plan, which is focused on the intersection of Silver Hill and Suitland Roads. The proposed town center includes all four quadrants of the intersection, the Suitland Federal Center, the Suitland Metro Station and the residential development across from the Suitland Metro Station, along Swann road, and in Suitland Manor.

The Suitland M-U-TC development plan is intended to capitalize on the new development and redevelopment that is occurring at the Suitland Federal Center and at the surrounding residential properties adjacent to the business district. A new master plan for the Suitland Federal Center has been developed by the Redevelopment Authority of Prince George's County.

As a part of the Suitland M-U-TC development, RAPGC has assembled a group of properties located along Silver Hill and Suitland Roads to redevelop in accordance with the MUTC plan. The following developments are the focus of this request:

Parcel A – New construction of a residential property to consist of 193 residential units with a 318- space parking garage.

Parcel B – New construction mixed-use property comprised of 348 residential units, 76,867 square feet of ground floor retail, and a 713-space parking garage.



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3.3 MINIMUM QUALIFICATIONS

RAPGC is seeking to engage a fee-based real estate developer ("Developer") to lead the strategy and execution of the proposed new construction projects outlined above. The Developer selected must possess the following qualifications:

- a. Detailed knowledge of the multifamily and retail markets and submarkets in Prince Georges County and the Baltimore-Washington Region;
- b. A demonstrated history to successfully execute the development of projects of similar size and scale in the region;
- c. A demonstrated ability to engage in the creative and collaborative process with quasi-governmental agencies, external partners, including architects and contractors;
- d. A demonstrated ability to establish an overall development budget that is acceptable to their client (in this case, the RAPGC) and manage the entire process to this budget.
- e. A demonstrated ability to provide asset management functions for lease-up and stabilized operations to include engagement of property management groups, service providers, and retail/commercial brokerages;
- f. Evidence of capacity and qualified staffing to undertake and manage the proposed development.

3.4 SCOPE OF WORK

3.4.1 Pre-Development Services. Developer shall perform the following Services during the Pre-Development Period:

(a) Permits, Entitlements, and Zoning.

(i) Determine all Governmental Authorizations required for the Project, and prepare a schedule indicating when each such item is to be obtained;

(ii) Identify any necessary rezoning, and the tasks necessary to affect such rezoning, regarding the Project to enable the Project to be constructed in accordance with the Plans and Specifications; and

(iii) Prepare applications for RAPGC's Approval and signature, supervise, and coordinate all work of the professionals associated with or necessary to such applications, and process, procure, and maintain all Governmental Authorizations required for the entitlement, construction, and development of the Project. All fees and permit charges for such Governmental Authorizations shall be included in the Final Development Budget and shall be paid by RAPGC as Project Costs. Developer shall consult with and advise RAPGC/negotiate on RAPGC's behalf regarding any Entitlement Obligations or off-site improvements required in connection with the Project, but final agreements regarding such matters shall be subject to RAPGC's Approval. Developer shall keep RAPGC informed on the processing status of all Governmental Authorizations.

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(iv) Project Schedule. Prepare and submit to RAPGC for Approval the Project Schedule before the Construction Period begins.

(v) Development Budget. Prepare and submit to RAPGC for Approval the Final Development Budget. The Final Development Budget shall include any and all Project Costs which are expected to be incurred through and including Final Completion and shall be revised only with the prior Approval of RAPGC, which shall not be unreasonably withheld, conditioned, or delayed. When Approved by RAPGC, the Initial Development Budget shall be replaced with the Final Development Budget.

(b) Architect and Other Design Professionals.

(i) Developer shall advise and make recommendations to RAPGC regarding the selection of the Architect and other design professionals and consultants for the Project, whose retention shall be consistent with the Initial and Final Development Budget, as applicable, and Project Schedule. Developer shall: (A) promptly evaluate, and propose for RAPGC's Approval, the Architect and any other necessary design professionals and consultants for the Project; (B) coordinate, guide, and oversee the preparation of AIA form agreements Approved by RAPGC with the Architect and such design professionals and consultants (except for environmental consultants, which shall use a form agreement Approved by RAPGC); (C) negotiate, in cooperation with RAPGC's counsel, any such agreement; and (D) recommend for RAPGC's Approval and execution any such agreement.

(ii) In any and all contracts with the Architect and other design professionals and consultants for the preparation of drawings, CAD documents, designs, and Plans and Specifications for the Project, Developer shall require either that all such drawings, designs, and Plans and Specifications for the Project shall be and remain the property of RAPGC or obtain for RAPGC the right to use (at no additional cost) such drawings, designs, and Plans and Specifications not only in connection with the original construction of the Project, but also in connection with any future renovation or rehabilitation of the Project.

(c) Preparation and Approval of Plans and Specifications. Coordinate, guide, and oversee the preparation of the Plans and Specifications by the Architect and other design professionals for the Project and keep RAPGC informed of the progress of the design work. Developer shall cause the completed set of construction Plans and Specifications to be delivered to RAPGC for review, comment, and Approval. Developer shall coordinate the review and comment process and shall provide its advice to RAPGC concerning questions raised or comments made during the review process. Developer may deliver permit drawings and specifications or other drawings that are to some extent incomplete if such delivery will expedite the review process and maintain the Project Schedule. On Approval by RAPGC, the final construction set of plans and specifications shall be the "Plans and Specifications" and shall describe and define the scope of the Work for the Construction Contract. No construction on the Project may begin before such Approval. The Approved Plans and Specifications are the basis for the Construction Contract to be entered into with the General Contractor. Developer shall cause the General Contractor to construct the

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Project and to perform the Work in accordance with the Plans and Specifications and the Construction Contract.

(d) General Contractor and Construction Contract.

(i) Developer shall: (A) prepare all construction bid documents and secure bids from at least 7 prospective general contractors for RAPGC's Approval; (B) coordinate, guide, and oversee the preparation of AIA form agreements Approved by RAPGC with the General Contractor; (C) negotiate, in cooperation with RAPGC's counsel, any such agreement; (D) recommend for RAPGC's execution any such agreement; (E) have the General Contractor submit cost estimates for the Project and make recommendations concerning the design of the Project and construction procedures so that construction costs are consistent with the Final Development Budget and Project Schedule; and (F) require the General Contractor to competitively bid all Work for Material Subcontractors proposed to be employed on the Project. Developer will require the General Contractor to obtain at least 3 bids for each Material Subcontract and identify each Material Subcontractor. The Construction Contract shall prohibit the General Contractor from commencing any Work thereunder until commencement is Approved by RAPGC. The Construction Contract shall provide for, among other things, a requirement for LEED Certification. If elected by RAPGC, the Construction Contract may require that payment and performance bonds be obtained and included in the guaranteed maximum price set out in the Construction Contract. If the Construction Contract requires payment and performance bonds but the cost of such bonds is not included in the Final Development Budget, then the Final Development Budget shall be appropriately increased. If the Final Development Budget includes the cost of payment and performance bonds but the Construction Contract does not require such bonds, then the Final Development Budget shall be appropriately decreased. [Developer shall enforce, at RAPGC's [request and] expense, the Construction Contract and the other obligations, warranties, and guarantees of the General Contractor.]

(e) Project Delivery System. Identify and recommend to RAPGC if the Project should include a "Design Build" process [or] the traditional "Design-Bid-Build" process, [or another process,] including all information on the process and justification for RAPGC's Approval.

(f) Other Agreements to be Executed by RAPGC. Negotiate and prepare, for Approval and execution by RAPGC, all agreements Developer recommends that RAPGC execute in connection with the Work, or any amendments or modifications to such existing agreements to which RAPGC is a direct party. Developer shall consult with RAPGC as to the terms of any such agreement that Developer is negotiating as reasonably necessary (and as requested by RAPGC).

3.4.2 Construction Period Services. Developer shall perform the following Services during the Construction Period:

(a) Performance of Work. (i) Cause the construction of the Project and performance of the Work to be completed in a good and workmanlike manner, free and clear of all materialmen's, mechanic's, and similar liens, in accordance with the Plans and Specifications, the Final Development Budget, the Project Schedule, the Construction Contract, and Governmental

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Requirements; (ii) cause all necessary certificates of occupancy and other permits and approvals for the construction, occupancy, operation, and management of the Project to be obtained and to remain in full force and effect through Final Completion; and (iii) cause the Project to be equipped with all necessary and appropriate fixtures, equipment, and articles of personal property as required by the Plans and Specifications.

(b) Cost Monitoring. Monitor all costs and expenses of construction to confirm that at each stage of the construction process there are sufficient remaining funds within the Final Development Budget to complete the Project and submit to RAPGC on a monthly basis, together with each Disbursement Request, a report on the status of the construction, including confirmation that the Project Schedule and Final Development Budget are being complied with, or an explanation of any deviations therefrom, together with such additional reports as RAPGC may reasonably require, including an itemized comparison of the Project Costs incurred to date to the line items of the Final Development Budget.

(c) Change Orders.

(i) (A) Recommend to RAPGC any necessary or desirable changes to the Plans and Specifications which Developer in the performance of its Services determines are reasonably advisable; and (B) review, analyze, and advise RAPGC regarding any and all change orders requested by the General Contractor or any other person. Any change order shall be described in a written "change order proposal" prepared by Developer which describes with reasonable specificity the proposed increase or decrease, if any, in the amount payable under the Construction Contract, including, without limitation, the extension or contraction, if any, in the contract time schedule resulting from the implementation of the proposed change order, the effect any such change order would have on the Project Schedule and the Final Development Budget, and any other material impact the proposed change order would have on the development and construction of the Project. No change order shall be effective unless executed by RAPGC, and Developer shall have no authority to execute a change order on behalf of RAPGC.

(ii) If at any time RAPGC desires a change in the Plans and Specifications or Construction Contract, on RAPGC's request, Developer shall cause the General Contractor to prepare a change order proposal stating the increase or decrease, if any, in the contract sum payable under the Construction Contract, including, without limitation, the extension or contraction, if any, in the contract schedule time and the effect on the Project Schedule and Final Development Budget if the change is implemented. All such change orders shall be subject to acceptance or rejection by RAPGC in its sole and absolute discretion.

(d) Inspections

(i) At commercially reasonable intervals, inspect the progress of the construction and verify that all materials and labor furnished in connection therewith have been supplied or completed in a good and workmanlike manner, using new materials, free and clear of all liens under the terms of the Agreement, in compliance with all Governmental Requirements, and free from material defects. Developer will promptly

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cause to be corrected any Work which fails to conform with the Requirements in any material respect, and to the extent requested by the Architect, cause the General Contractor to correct any Work which fails to conform with the Plans and Specifications.

(ii) On Substantial Completion, make a final inspection and confirm in writing to RAPGC that the Work was completed substantially in accordance with the Plans and Specifications and all Project Costs that RAPGC is not contesting have been paid in full, except with respect to Punch List Work.

3.3.3 Post-Completion Services. Developer shall perform the following Services after Substantial Completion:

(a) Certificate of Substantial Completion. Coordinate with the Architect to deliver an AIA Form of Certificate of Substantial Completion.

(b) Punch List Work. Identify Punch List Work and cause the General Contractor to diligently complete the Punch List Work in accordance with the Plans and Specifications and the Construction Contract. RAPGC shall have the right to inspect the Project to verify that the Punch List Work has been completed to its satisfaction.

(c) Transition of Operations. Coordinate the transition of building systems and operation from the General Contractor to RAPGC's operating staff.

(d) Architect's Review. If requested by RAPGC, coordinate the Architect's review of all building systems and Architect's reporting of the conditions and operations of such systems before the expiration of any warranty periods.

(e) Warranties. Before the expiration of any warranties or guaranties provided by General Contractor or any other contractor for the Project, visit the Project and identify any defects and deficiencies and take such steps as may be necessary to make a claim under any warranty. If requested by RAPGC, assist RAPGC in administering Work to be performed under the General Contractor's warranties.

3.3.4 General Services. Developer shall perform the following Services:

(a) Project Administration. Procure, coordinate, administer, supervise, and cause the implementation of all aspects of the Project planning, preparation, design, and engineering, including all architectural work, all engineering (such as hydrological, traffic, civil, environmental, landscape, soils, and structural engineering) and all other non-construction activities required for the diligent, professional planning and construction of the Project and performance of the Work in accordance with the Final Development Budget, the Plans and Specifications, the Project Schedule, and Governmental Requirements.

(b) Tenant Improvements. If applicable, coordinate and review the Tenant Improvements, including reviewing and monitoring all construction schedules for the Tenant Improvements through Final Completion so as to ensure the orderly process of construction and completion thereof in a good and workmanlike manner, in compliance with Governmental

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Requirements, and within the Project Schedule, meeting with tenant representatives on a regular basis and coordinating with Tenant Improvement contractors regarding the planning and construction of Tenant Improvements, and address coordination of base building construction and the construction of Tenant Improvements. In connection with such coordination, Developer shall: (i) review working drawings for architectural, structural, mechanical, electrical, plumbing, and all other trades to provide suggestions for completeness; (ii) where applicable, assist in identifying all costs to be paid by RAPGC associated with standard allowance items and tenant work; (iii) provide suggestions regarding alternative materials, techniques, and other relevant matters to coordinate base building work and ensure Tenant Improvements do not conflict with base building requirements; (iv) provide coordination services for RAPGC during tenant buildout; (v) assure that Tenant Improvement work will not conflict with work of the General Contractor; (vi) provide coordination services for tenant move-in; (vii) assist in the preparation of "recovery schedules" where necessary; (viii) coordinate with the tenant's construction manager; and (ix) if required by the applicable lease, assist tenants in obtaining required permits, including, without limitation, occupancy permits, including coordinating inspections by governmental officials and assist the tenant in filing or causing to be filed all required documents for the approval of all Governmental Authorities having jurisdiction over the Project and endeavoring to secure or cause to be secured (with the cooperation of tenant), all necessary governmental permits, licenses, certificates, approvals, and authorizations necessary for the completion and operation of the Tenant Improvements.

(c) Contractors' Insurance. Cause all contracts and Major Subcontracts to require that the contracting party maintain insurance coverage at such party's expense, consistent with RAPGC's requirements and any loan documents affecting the Project and obtain and keep on file certificates of insurance for each contract and Major Subcontract showing that each such party is insured. RAPGC, Developer, and any construction lender shall be named as an additional insured or mortgagee, as applicable, on such policies.

(d) Requisitions and Disbursements. Developer shall assemble and submit to RAPGC no later than the 10th day of each calendar month a requisition package (a "**Disbursement Request**") containing: (i) the request for payment submitted by the General Contractor and approved by the Architect; (ii) a completed standard AIA Form G702 and Form G703 signed by the General Contractor, including a completed and executed certificate of the Architect certifying the progress of construction with respect to the disbursement as provided in a standard AIA Form G702; (iii) invoices from the Architect and other design consultants; (iv) an invoice for the portion of the Development Fee then payable; (v) invoices for any other third-party costs then due in connection with the Project. The Disbursement Request shall also include: (A) a monthly and "to date" summary of Project Costs and other costs incurred; and (B) a reconciliation with the Initial Development Budget or Final Development Budget, as applicable. Developer shall be deemed to concur with the General Contractor's and Architect's certification of the Project's stage of completion as indicated on the General Contractor's application for payment, unless otherwise noted in the Disbursement Request. Developer shall review each invoice included in a Disbursement Request for conformity with the applicable contract provisions.

(e) Recordkeeping. Maintain: (i) appropriate financial records, and impose appropriate financial and accounting controls as required in the Agreement; (ii) copies of the Construction

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Contract, the Plans and Specifications, change orders, shop drawings, product data, samples, applicable manuals and handbooks, maintenance and operating manuals and instructions, warranties, and other documents, purchase orders, contracts, agreements, approvals, correspondence, and other writings related to the Project; (iii) the books and records of Disbursement Requests, amounts disbursed, and all other relevant information; and (iv) a copy of the General Contractor's daily log detailing weather, the Work occurring on the Project site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as RAPGC may require. Such materials shall be kept at the business office of Developer or at other offices, all as Approved by RAPGC. RAPGC shall, at all reasonable times during regular business hours, have the right to review and copy such materials and other documentation that relate to the Project. All such records shall be the property of RAPGC. RAPGC, at RAPGC's expense, may engage an outside auditor to review such books and records and Developer shall cooperate and assist with such review. Developer shall promptly correct any deficiencies, errors, or discrepancies identified in Developer's accounting controls or record keeping by RAPGC's audit.

(f) Meetings with RAPGC. Hold regularly scheduled mutually agreeable meetings, which shall be held no less often than twice per month, with RAPGC to update RAPGC, discuss issues, plan strategies to meet objectives, and resolve issues. These meetings may require the General Contractor and other consultants to attend as may be necessary. Developer shall keep minutes of these meetings and distribute same to RAPGC. Developer shall use such meetings to keep RAPGC updated on the progress and status of matters pertaining to the preparation or modification of the Plans and Specifications, the negotiation of contracts, the progress of the Work, the development and leasing of the Property, and matters that require RAPGC's Approval. Without limiting the generality of the foregoing, the parties shall regularly consult on proposed changes to the Final Development Budget or Project Schedule and proposed change orders.

(g) Meetings with Third Parties. Attend meetings with Governmental Authorities in connection with material matters related to the Project, and keep RAPGC reasonably informed of the progress of obtaining Governmental Authorizations and of the results of any material decisions relating to the Project made in such meetings. Developer shall notify RAPGC in advance of all meetings with Governmental Authorities in which significant matters relating to the Project may be decided so that representatives of RAPGC may attend.

(h) Contract Monitoring; Claims and Disputes. Monitor compliance by the General Contractor, Architect, and other parties with contracts and agreements relating to the Project and promptly notify RAPGC if Developer obtains knowledge of: (i) any breach by the General Contractor, the Architect, or any other party of its obligations under the Construction Contract or other agreement or contract relating to the Project; (ii) the failure of any portion of the Work to conform to the Construction Contract, the Plans and Specifications, or Governmental Requirements; or (iii) any claims, material disputes, or potential material disputes regarding the Work with any of the General Contractor, the Architect, any adjoining property owner, or any other person relating to the Project. At RAPGC's request, Developer shall assist RAPGC with any enforcement proceedings, dispute resolution proceedings, or litigation between RAPGC and the General Contractor, Architect, any subcontractor, or any other person relating to the Project.

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(i) Retainage. Require and administer retainage in the amounts required by the Construction Contract. In no event shall Developer release or permit the release of any retainage held under the Construction Contract except in compliance with the terms of the Construction Contract.

(j) Hazardous Materials. Promptly notify RAPGC upon discovery by Developer of any Hazardous Material on the Property, recommend appropriate action, and implement and supervise the course of action Approved or directed by RAPGC.

(k) Mechanic's Liens. Notify RAPGC within (5/five) business days after Developer's receipt of notice of any filing of a lien claim against the Property related to the Project and assist owner in removal of such lien.

(l) Utility Hookups. To the extent the General Contractor is not obligated to do any one or more of the following under the Construction Contract, Developer shall arrange for all water, sewer, natural gas, electric, telephone, data communication, and drainage facilities to be brought to and connected at the boundaries of the Project with proper permits as contemplated by the Plans and Specifications. All connection fees and permits shall be procured and paid by the General Contractor if appropriate under the Construction Contract. If not so appropriate, RAPGC shall pay such fees and other costs incurred and permit charges as Project Costs.

(m) Value Engineering. Developer agrees that throughout the course of the Services, Developer will use commercially reasonable efforts to develop "value engineering" alternatives to the Services and the Work by third party contractors for the Project and shall promptly report to RAPGC the results of such value engineering. If RAPGC, in its sole and absolute discretion, approves such value engineering proposal, then RAPGC may implement such proposal by issuing a deductive change order in accordance with the terms of the Agreement.

(n) General. Generally perform such other acts and things as may be required in accordance with the Agreement for the full and complete supervision and coordination of the planning, design, development, and construction of the Project, and advising and consulting with RAPGC with respect thereto.

3.5 INSURANCE REQUIREMENTS

The Developer shall save and hold harmless and indemnify the RAPGC against any and all liability claims, and the cost of whatsoever kind and nature arising or alleged to have arisen for injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this contract and or any acts in connection with activities to be performed under this contract resulting in whole or in part from the acts, errors or omissions of the Developer, or any employee, agent or representative of the Developer. The Developer shall provide RAPGC with evidence of its Developer's commercial insurance coverage's as well as same information for its major Contractors for the following exposures:

WORKERS' COMPENSATION: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed, and if there is any exposure to the Developer, their personnel, their major Contractors or any of the Contractor's personnel due to the U.S. Longshoremen's

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and Harbor Workers' Act, Jones Act, Admiralty Laws or the Federal Employers' Liability Act, the Contractor will provide coverage for these exposures on an "if any basis."

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL): An insurance policy covering the liability of the Developer for all work or operations under or in connection with this project; and all obligations assumed by the Developer under this contract. Products, Completed Operations and Contractual Liability must be included, in addition to coverage for explosion, collapse, and underground hazards, wherever required.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$1,000,000/\$3,000,000 per occurrence/ aggregate
PREMISES MEDICAL PAYMENTS	\$5,000
FIRE LEGAL LIABILITY	\$1,000,000
PERSONAL INJURY/ADVERTISING	\$1,000,000 or combined single limit not less than \$2,000,000

AUTOMOBILE LIABILITY INSURANCE: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the District of Columbia, Maryland or Virginia, and not covered under the Developer's aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$1,000,000 Combined Single Limit
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RAPGC of Prince George's County must be included as an additional insured under the automobile liability insurance coverage with respect to activities related to this contract.

Developer and their Contractor's employees are not permitted to operate any vehicle owned by RAPGC whether in commission of the contract or outside of same.

PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE: A separate insurance policy to pay on behalf of the Developer all costs the Developer shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the Developer or any other person for whose acts the Contractor is legally liable arising out of the performance under this PROJECT WORK. The coverage under such an insurance policy shall have a limit of liability not less than \$1,000,000 per claim.

CRIME/FIDELITY INSURANCE: The Developer shall maintain a standard crime policy with limits of liability covering losses of Developer and RAPGC money or property caused by dishonesty of employees, loss of money or securities while being conveyed by messenger outside the premises. The policy should also include loss caused by forgery of outgoing monies, but not limited to cash, securities or other forms of negotiable instruments, for loss caused by burglary, theft, robbery, and mysterious disappearance. The indemnity provisions under such policy should have the following limits:

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Blanket Employee Dishonesty	\$1,000,000
Forgery and Alterations	\$150,000
Theft, Disappearance and Destruction	\$150,000
Computer Fraud w/ Wire Transfer	\$150,000

SPECIAL PROVISIONS FOR INSURANCE:

1. The Developer shall forward to RAPGC a certificate(s) of insurance indicating the insurance and any special provisions required under the foregoing provisions. Such insurance certificates shall provide that the Chief Real Estate Officer be notified in writing by the insurer at least 30 calendar days prior to cancellation or material change of any such coverage. The certificate(s) shall be in a form satisfactory to RAPGC and shall list the various coverage's and limits. Insurance companies providing the coverage must be acceptable to RAPGC, rated by A.M. Best and carry at least an "A" Rating VIII. In addition to the aforementioned provisions, such insurance policies shall not be changed or canceled and shall be automatically renewed upon expiration and continued in full force and effect until completion and acceptance of all work covered by the contract, unless RAPGC is given 30 calendar days written notice before any change or cancellation is made effective. If requested, the Developer shall directly furnish the Risk Management Office with a certified copy of each insurance policy.
2. The initial and subsequent certificates of insurance shall include a description of the contract work and the assigned contract number.
3. Prior to beginning any project work, the insurance requirements as outlined by RAPGC must be approved in writing.
4. All insurance shall be procured from insurance or indemnity companies acceptable to RAPGC and licensed and authorized to conduct business in the District of Columbia, State of Maryland and Commonwealth of Virginia. RAPGC's approval or failure to disapprove insurance furnished by the Developer shall not release the Developer of full liability for damage and accidents.
5. If at any time the above required insurance policies should be canceled, terminated or modified so that the insurance is not in full-force and effect as required herein RAPGC reserves the right to terminate this contract.
6. The Developer shall require each Contractor and subcontractor, at all tiers to provide evidence of insurance coverage specified herein and such evidence of coverage shall be provided to RAPGC, prior to commencement of work. Such coverage shall remain in full force and effect during the performance of activities under the contract.
7. Any contract of insurance or indemnification naming RAPGC, or any of the departments, agencies, administrators or authorities as an additional insured shall be endorsed to provide that the insurer will not contend in the event of any occurrence, accident, or claim that RAPGC, et al, are not liable in tort by virtue of being governmental instrumentalities or public or quasi-public bodies.
8. In the event the required certificates of insurance as specified herein are not furnished within ten business days prior to the execution of the contract, the Developer shall not be permitted to commence the duties outlined in the contract until all required insurance certificates or evidence of self-insurance has been received.

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The certificate of insurance should be sent to:
RAPGC of Prince George's County
1300 Mercantile Lane, Suite 108, Largo, Maryland 20774
Attention: Chief Financial Officer

3.6 EXCEPTIONS

Offerors may elect to take minor exceptions to requirements of the RFP. Any exceptions will be evaluated based on the intent of the Contract. Exceptions may be considered only if they are submitted with the technical proposal submittal.

3.7 AUDITS BY THE RAPGC

- 3.7.1. The Developer agrees that RAPGC or any of its duly authorized representatives shall, until expiration of three years after the final payment under this Contract or after any applicable statute of limitations, whichever is longer, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Developer involving transactions under the Contract.
- 3.7.2. The Developer further agrees to include in all their major Contracts and all subcontracts hereunder a provision to the effect that the Contractors, Consultants or subcontractor agree that RAPGC or any of its duly authorized representatives shall, until the expiration of three years after final payment under the subcontract or after any applicable statute of limitations, whichever is longer, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions under the subcontract.
- 3.7.3. The Developer and its Contractors, Consultants and subcontractors shall retain and maintain all records and documents relating to this Contract for at least three (3) years and shall make them available for inspection and audit by authorized representatives of RAPGC or designee at all reasonable times.

3.8 END OF CONTRACT TRANSITION

The Developer shall cooperate in the orderly transition of services from it to a subsequent Developer upon receipt of a Notice of Transition from RAPGC. Transition shall be provided in a prompt and timely manner, shall proceed in accordance with the schedule provided to the Developer by RAPGC in the Notice of Transition, and shall be for a period of at least ninety (90) days. Additional instructions regarding transition services may be provided in the Notice of Transition issued by RAPGC.

SECTION IV: PROPOSAL SUBMITTALS

4.1 PROPOSAL FORMAT OUTLINE

Each technical proposal shall have the following sections prominently displayed:

- 1. Title Page
- 2. Transmittal Letter

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3. Table of Contents
4. Statement of Qualifications
5. Proposal Responses
6. Supplier Participation Plan
7. Exceptions or Restrictions
8. References
9. Audited Annual Financial Report
10. Affidavits, Addendums, Certifications and Affirmations
11. Cost Proposal

4.2 FORMAT DESCRIPTION

Each proposal shall conform to the following order and format.

- 4.2.1 Title Page: Each proposal shall begin with a Title Page. It should display the words “RFP No. FE-02-2020, and the title of the RFP “Fee Based Real Estate Developer for Parcel 3A and 3B of the Suitland (MUTC).” It should also have the name of the company, and name, title, business address and telephone number of the person authorized to obligate the company.
- 4.2.2 Transmittal Letter: The proposal shall include a transmittal letter prepared on the Offeror's business stationery. The purpose is to transmit the proposal; therefore, it should be brief. The letter must be signed (in blue ink) by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal.
- 4.2.3 Table of Contents: The proposal shall contain a “TABLE OF CONTENTS” with page numbers indicated.
- 4.2.4 Section I - Statement of Qualifications: Proposals must contain evidence of Developer's experience and capabilities in the design, construction, operations and maintenance of projects/developments of a similar size, scope and nature. Developer must provide documented support of recent successful projects of similar or comparable size/scope for which development services were provided, along with references. Any other information that highlights Developer's ability to execute the services requested in this RFP should be included in submission.
- 4.2.5 Section II - Proposal: Project will include creating a market business plan, design and entitlement management, retail marketing, construction management and asset management. Proposals should highlight how to execute this plan. In addition, proposals should include key personnel that will lead or perform on the subject project, their qualifications and a description of the role that will be performed. Full resumes should be provided with the submission. Proposals shall include the binding fee and fee structure with detailed breakdown of the developer's fee to deliver this project. Proposals shall also include a non-binding budget for the entire project. Please provide as much detail as possible understanding that there is no additional information about the project other than what is provided within the contents of this RFP.
- 4.2.6 Section III - Supplier Participation: Include completed and signed Supplier Utilization Plan (Form No. 1) as part of the Proposal and a copy of all current Prince George's County Certification Letters and/or other certifications as applicable.
- 4.2.7 Section IV - Exceptions or Restrictions: Should the Offeror take exceptions to any provision or requirement of this RFP; it must be indicated in this section.

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- 4.2.8 Section V - References: List the names of at least three clients for whom the Offeror have performed similar services. List the contact individuals, addresses, phone numbers, length of time of contract relationship and services provided.
- 4.2.9 Section VI - Audited Annual Financial Report: The Offeror shall provide its most recent audited annual financial report.
- 4.2.10 Section VII - Affidavits, Certifications and Affirmation: The Offeror shall submit with the proposal the certifications, affirmations and affidavits attached to this RFP as Required Forms. These forms must be completed and submitted with proposals by all Offerors.
- 4.2.11 Section VIII – Cost Proposal. Using the Cost Proposal Form attached hereto as Form No. 10, Offeror shall propose a Development Fee for providing the Services that is a percentage of the Project Costs, as that term is defined in this RFP. The Development Fee payment shall be requested monthly by Developer, as part of each Disbursement Request, as a proportion of the Project Costs that were incurred for the period covered by such Disbursement Request.

SECTION V: EVALUATION AND SELECTION PROCESS

5.1 SELECTION PROCESS

A Contract will be awarded to the firm whose Proposal best meets RAPGC's requirements at the time of award.

5.2 EVALUATIONS AND SELECTION COMMITTEE

RAPGC will evaluate all proposals received by the closing deadline. The RAPGC may request additional technical assistance from any source.

5.3 QUALIFYING PROPOSALS

The RAPGC will first review each Proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any requirements of this procurement may disqualify an Offeror's Proposal. RAPGC reserves the right to waive a requirement and/or minor irregularities. Proposals will not be opened publicly.

5.4 PROPOSAL EVALUATION

An evaluation team will assess all Proposals. RAPGC will determine the selection of the proposals based on this evaluation. Factors that may be considered include, but are not necessarily limited to, cost and any one or more of the following factors:

Needs and Expectations

1. Compliance with RFP requirements and specifications;
2. Feasibility and approach to the overall development plan.

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Experience and Qualifications

1. Adequate financial resources;
2. Successful development projects of similar nature;
3. Experience and expertise in such projects exhibited by the project team; and
4. Positive recommendations from former clients.

Other

1. Respondent must be able to comply with the requirements of the RFP;
2. Any other relevant factor that a private business would consider while selecting a Proposal.

5.5 FINAL RANKING AND SELECTION

The evaluation criteria contained herein shall be scored by the RAPGC based upon the stated factors for consideration. Proposals that meet the requirement of the RFP will be placed on a qualified list, and from that list, the RAPGC may invite, without cost to itself, ranking finalists to make a presentation of their proposal and their capabilities as a further consideration in the selection process. At the completion of the interview period, RAPGC will select the Developer whose proposal is determined to best meet RAPGC requirement. The RAPGC reserves the right to make an award with or without negotiations or to request best and final offers.

5.6 PROPOSALS PROPERTY OF THE RAPGC

All proposals submitted in response to this Request for Proposals become the property of the RAPGC and may be appended to any formal documentation which would further define or expand the contractual relationship between the RAPGC and the successful Offeror.

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SECTION VI

REQUIRED FORMS

REQUEST FOR PROPOSALS FE-02-2020
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FORM NO. 1

SUPPLIER UTILIZATION PLAN FOR PROPOSAL

PART 1

INSTRUCTIONS: SUBMIT ONE FORM FOR OFFEROR

Offeror Entity Name:

Offeror's Authorized Person's Name:

Offeror's Authorized Person's

Title:_____

Total Percentage of CBSB Participation: _____% Total Percentage of MBE Participation: _____%

Certification Types: SDDD Certified County-Based Small Businesses (CBSB) ♦ SDDD Certified County-Based Business (CBB) ♦ SDDD Certified Minority Business Enterprise (CMBE) ♦ SDDD Certified County-Based Minority Business Enterprise (CBMBE) ♦ Certified Disadvantaged Business Entity (CDBE) ♦ SDDD Certified County-Located Businesses (CLB) See Appendix K for Definitions of Certified Businesses.

PERCENTAGE OF WORK TO BE PERFORMED BY OFFEROR			
Offeror (Prime Contractor) Name	Certification Type (if any)	Certification Number (if applicable)	% of Work to be Performed by Offeror as Prime Contractor

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FORM NO. 1 (continued)

SUPPLIER UTILIZATION PLAN FOR PROPOSAL

PART 2

**INSTRUCTIONS: LIST ALL BUSINESS ENTITIES OTHER THAN OFFEROR THAT WILL PERFORM
WORK UNDER THIS CONTRACT, INCLUDING LOWER TIER SUBCONTRACTORS**

Subcontractor Name	Certification Type (if any)	Certification Number (if applicable)	Subcontractor's % of Work	Description of Work

LIST ADDITIONAL SUBCONTRACTORS ON A COPY OF THIS SHEET AND SUBMIT WITH TECHNICAL PROPOSAL.

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FORM NO. 1 (continued)

SUPPLIER UTILIZATION PLAN FOR PROPOSAL

PART 3

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH COUNTY-BASED SMALL BUSINESS
LISTED IN PART 2 OF THIS SUPPLIER UTILIZATION PLAN**

We certify that in the event _____ (“Offeror”) is
awarded a

(Insert Offeror's Name)

contract under RFP No. _____ for _____,

Offeror and _____ (“CBSB Subcontractor”) intend to
enter _____
(Insert CBSB Subcontractor Name)

into a contract by which CBSB Subcontractor will perform the work identified in Part 2 of this

Supplier Utilization Plan with respect to its identification of CBSB Subcontractor.

Contractor hereby represents and warrants that it shall pay its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to the Contractor by RAPGC for such work performed under the Contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to a prime contractor.

Interest penalties. In the event Contractor violates the provision of the Paragraph above, Contractor shall pay to the subcontractor a penalty of 1.5% of the amount due per month for every month to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning 8 calendar days after payment is received by Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. Subcontractors may enforce this requirement in the Circuit Court of Prince George's County. Willful violations of this requirement may also result in Contractor being suspended or debarred.

OFFEROR SIGNATURE

By: _____
Name: _____
Title: _____
Date: _____

**CBSB SUBCONTRACTOR
SIGNATURE**

By: _____
Name: _____
Title: _____
Date: _____

REQUEST FOR PROPOSALS NO. FE-02-2020
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FORM NO. 1 (continued)

SUPPLIER UTILIZATION PLAN FOR PROPOSAL

PART 4

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH OF OFFERER'S COUNTY-BASED SMALL BUSINESS
SUBCONTRACTORS THAT WILL SUBCONTRACT ANY OF THEIR WORK TO ONE OR MORE ENTITIES THAT ARE NOT
COUNTY BASED SMALL BUSINESSES**

We certify that in the event _____ ("Offeror") is awarded a contract under RFP No. _____ for
_____, Offeror's CBSB Subcontractor _____ ("CBSB
Subcontractor") intends to subcontract part of its work to the following entities, which are not County-Based Small Businesses:

Non-CBSB Entity Name	Description of Work	% of Work
		%
		%
		%
		%
		%
		%
		%
		%
		%
Total Percentage of Work CBSB Subcontractor Will Subcontract to Non-CBSB Entities: _____%		

LIST ADDITIONAL NON-CBSB SUBCONTRACTORS ON A COPY OF THIS SHEET AND SUBMIT WITH TECHNICAL PROPOSAL

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FORM NO. 2

VENDOR'S OATH AND CERTIFICATION

The RAPGC requests as a matter of law that any Contractor receiving a contract or award from RAPGC of Prince George's County shall affirm under oath as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

"I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no officer or employee of RAPGC whether elected or appointed, is in any manner whatsoever interested in, or will receive or has been promised any benefit from, the profits or emoluments of this contract, unless such interest, ownership or benefit has been specifically authorized by resolution of the Board of Ethics pursuant to Section 1002 of the Charter of Prince George's County, Maryland; and

I (We) hereby declare and affirm under oath and the penalty of making a false statement that if the contract is awarded to our firm, partnership or corporation that no member of the elected governing body of Prince George's County, Maryland, or members of his or her immediate family, including spouse, parents or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing this contract, unless such officer or employee has been exempted by Section 1002 of the Charter of Prince George's County, Maryland.

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

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FORM NO. 3

CERTIFICATION OF ASSURANCE OF COMPLIANCE REGARDING
FAIR LABOR STANDARDS ACT

In accordance with the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557), the implementing rules and regulations thereof, a Certificate of Compliance with the Fair Labor Standards Act of 1938 is required of bidders or prospective Contractors receiving a contract or award from the RAPGC. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

Certification of Offeror

I (We) hereby certify that our firm, as producer of the goods to be purchased by the RAPGC, has complied with all applicable requirements of the Fair Labor Standards Act of 1938 (29 USCS, Sections 201-216, 217-219, 557).

Handwritten Signature of Authorized Principal(s):

Name: _____ Title: _____

Name of Firm/Partnership/Corporation: _____

Date: _____

P.G.C. Form #4318 (Rev. 12/93)

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FORM NO. 4

STATEMENT OF OWNERSHIP AND BIDDER QUALIFICATION AFFIDAVIT

Part A below requires a business entity, when responding to a bid or proposal solicitation, to provide a statement of ownership as a condition of eligibility to receive a contract from the RAPGC.

Part B is an affidavit of "No Conviction" for bribery, attempted bribery, or conspiracy to bribe, and is required under Section 16-311 of the Maryland State Finance and Procurement Article.

NOTE: Submission of completed document is prerequisite to award.

PART "A" – OWNERSHIP

Date: _____

1. Full name and address of business: _____

City and State _____ Zip Code _____ Bus. Phone w/area code _____

2. Is the business incorporated? _____ Yes _____ No

3. Other names used by business i.e., T/A: _____

Non-Corporate Business

If response to Item #2 above is No, list the name and business and residence address of each individual having a 10% or greater financial interest in the business.

Name	Business Address	Residence Address
------	------------------	-------------------

Corporate Business Entities

Is the corporation listed on a National Securities Exchange? _____ Yes _____ No

4. List the names of all officers of the corporation, their business and residence address and the date they assumed their respective offices.

Name	Residence Office	Business/Address	Date Office Assumed
------	------------------	------------------	---------------------

5. List the names of all members of the current Board of Directors, their business and residence addresses, the date each member assumed office and the date his/her term as a Director shall expire (if any).

Expires	Name	Residence Business/Address	Date Term of Office Date Assumed Office
---------	------	----------------------------	---

6. List the names and residence addresses of all individuals owning at least ten percent (10%) of the shares of any class of corporate security, including but not limited to stocks of any type or class and serial maturity bonds of any type or class.

Name	Residence Address
------	-------------------

This Financial Disclosure Statement has been prepared by _____

on this _____ day of _____, 20__

Signed by Preparer

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FORM NO. 4 (continued)

PART "B" - AFFIDAVIT (BIDDER'S QUALIFICATION STATEMENT)

1. I am the _____ of _____ a party interested in obtaining a contract with the RAPGC under conditions set forth in documents for RFP No. _____.

2. Upon examination of relevant records and to the best of my knowledge, no officer, director, partner or employees of the aforementioned business entity has on the basis of acts committed after July 1, 1977, been convicted of, or entered a plea of nolo contendere to, a charge of bribery, attempted bribery or conspiracy to bribe under the laws of the State of Maryland, any other state, or the federal government other than those listed on the attachment to this affidavit (attachment should list name, title, offense, place and date of conviction or plea);

3. I have been authorized to make this statement on behalf of the aforementioned party.

(Signature)

ACKNOWLEDGMENT (Corporate)

I, _____ certify that I am
the _____
(Print Name)

and _____ of _____
(Title) (Business Entity)

that _____ who signed the above Affidavit
(Print Name)

Is the _____ of said entity; that I know
his/her _____
(Title)

signature, and his/her signature thereto is genuine; and that the above Affidavit/Statement of RAPGCship was duly signed, sealed, and attested for in behalf of said entity by authority of its governing body. Further, under penalty of perjury I solemnly affirm that the contents of the foregoing Affidavit and Statement of RAPGCship are true to the best of my knowledge, information and belief.

(Name Printed) (SEAL)

(Signature) (SEAL)

Corporate Seal (as applicable) (SEAL)

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FORM NO. 5

Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS.

EXTENSION TO OTHER JURISDICTIONS

The RAPGC extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories. This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these goods, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of this solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the part of any participating jurisdiction to use the resultant contract. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification and/or, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

Mid-Atlantic Purchasing Team:

- | | |
|---|---|
| <input type="checkbox"/> Alexandria, Virginia | <input type="checkbox"/> City of Manassas Public Schools |
| <input type="checkbox"/> Alexandria Public Schools | <input type="checkbox"/> Manassas Virginia |
| <input type="checkbox"/> Alexandria Sanitation Authority | <input type="checkbox"/> Manassas Park, Virginia |
| <input type="checkbox"/> Arlington County, Virginia | <input type="checkbox"/> Maryland-National Capital Park & Planning Comm |
| <input type="checkbox"/> Arlington County Public Schools | <input type="checkbox"/> Maryland Department of Transportation |
| <input type="checkbox"/> Bladensburg, Maryland | <input type="checkbox"/> Metropolitan Washington Airports Authority |
| <input type="checkbox"/> Bowie, Maryland | <input type="checkbox"/> Metropolitan Washington Council of Governments |
| <input type="checkbox"/> BRCPC | <input type="checkbox"/> Montgomery College |
| <input type="checkbox"/> Charles County Public Schools | <input type="checkbox"/> Montgomery County, Maryland |
| <input type="checkbox"/> College Park, Maryland | <input type="checkbox"/> Montgomery County Public Schools |
| <input type="checkbox"/> City of Fredericksburg | <input type="checkbox"/> Northern Virginia Community College |
| <input type="checkbox"/> College Park, Maryland | <input type="checkbox"/> Prince George's Community College |
| <input type="checkbox"/> District of Columbia Government | <input type="checkbox"/> Prince George's County, Maryland |
| <input type="checkbox"/> District of Columbia Public Schools | <input type="checkbox"/> Prince George's Public Schools |
| <input type="checkbox"/> District of Columbia Water & Sewer Auth. | <input type="checkbox"/> Prince William County, Virginia |
| <input type="checkbox"/> Fairfax, Virginia | <input type="checkbox"/> Prince William County Public Schools |
| <input type="checkbox"/> Fairfax County, Virginia | <input type="checkbox"/> Rockville, Maryland |
| <input type="checkbox"/> Prince William County Service Authority | <input type="checkbox"/> Intentionally Left Blank |
| <input type="checkbox"/> Fairfax County Water Authority | <input type="checkbox"/> Spotsylvania County |
| <input type="checkbox"/> Falls Church, Virginia | <input type="checkbox"/> Spotsylvania County Government & Schools |
| <input type="checkbox"/> Fauquier County Schools & Government | <input type="checkbox"/> Stafford County, Virginia |
| <input type="checkbox"/> Frederick, Maryland | <input type="checkbox"/> Takoma Park, Maryland |
| <input type="checkbox"/> Frederick County, Maryland | <input type="checkbox"/> Upper Occoquan Service Authority |
| <input type="checkbox"/> Gaithersburg, Maryland | <input type="checkbox"/> Vienna, Virginia |
| <input type="checkbox"/> Greenbelt, Maryland | <input type="checkbox"/> Washington Metropolitan Area Transit Authority |
| <input type="checkbox"/> Herndon, Virginia | <input type="checkbox"/> Washington Suburban Sanitary Commission |
| <input type="checkbox"/> Leesburg, Virginia | <input type="checkbox"/> Winchester, Virginia |
| <input type="checkbox"/> Loudoun County, Virginia | <input type="checkbox"/> Winchester Public Schools |
| <input type="checkbox"/> Loudoun County Public Schools | |
| <input type="checkbox"/> Loudoun County Water Authority | |

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FORM NO. 6

TAX CERTIFICATION AFFIDAVIT

Part I: I HEREBY AFFIRM THAT:

1. The business named below is a (Maryland ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and addresses of its resident agent filed with the State Department of Assessments and Taxation is:

Name: _____

Address: _____

[If not applicable, so state]

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due to the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

Part II: I FURTHER CERTIFY THAT:

1. I have complied with the applicable tax filing and licensing requirements of Prince George's County, Maryland.
2. The filing information is true and correct concerning tax compliance for the
past _____ years. Personal Property Current _____ Not Current _____

The RAPGC reserves the right to verify the above information with the appropriate Government Authorities.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

(Printed or Typed Name)

Form: Certification -Tax 12//03

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FORM NO. 7

Wage Requirements Certification for Service Contracts
Prince George's County Code, Section 10A-144

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ E-Mail: _____

Wage Rate Effective _____	\$Per Hour _____
---------------------------	------------------

MUST CHECK ALL APPROPRIATE BOXES BELOW that apply in the event you, as an "Offeror", are awarded the contract and become "Contractor."

1. Wage Requirements Compliance

- ☐ This Contractor as a "covered employer" will comply with the requirements under County Code Section 10A-144, Wage Requirements for County Service Contracts. Contractor will pay all employees not exempt under the wage requirements, and who perform direct measurable work for RAPGC, at least the wage requirements effective at the time the work is performed. The price(s) submitted under this solicitation include(s) sufficient funds to meet the wage requirements.

2. Exemption Status (if applicable)

This Contractor is exempt from Section 10A-144, Wage Requirements for County Service Contracts because it is:

- ☐ A Contractor who employs fewer than ten employees when the Contractor submits a bid or proposal and will continue to be exempt as long as the Contractor does not employ ten or more employees at any time the contract is in effect. Section 10A-144(b)(1).
- ☐ A Contractor who, at the time a contract is signed: has received less than \$50,000 from RAPGC in the most recent 12-month period; and will be entitled to receive less than \$50,000 from RAPGC in the next 12-month period. Section 10A-144(b)(2)(A) and (B).
- ☐ A public entity. Section 10A-144(b)(3).
- ☐ A nonprofit organization that has qualified for an exemption from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Section 10A-144(b)(4). (Must complete item 3 below).
- ☐ An employer to the extent that the employer is expressly precluded from complying with Section 10A-144 by the terms of any federal or state law, contract, or grant. Section 10A-144(b)(7). (Must specify the law or furnish a copy of the contract or grant)
- ☐ A Contractor who has entered into a participation agreement under Section 10A-141. Section 10A-144(b)(8).

2. Nonprofit Wage and Health Information (Must complete and submit wage and health insurance form)

- ☐ This Contractor is a nonprofit organization that is exempt from coverage under Section 10A-144(b)(4). Accordingly, the Contractor has completed the 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form, which is attached. See Section 10A-144(c)(2).

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FORM NO. 7 (continued)

3. Nonprofit's Comparison Price(s)

- ☐ The Contractor is a nonprofit organization that is opting to pay its covered employees the hourly rate specified in the wage requirements. Accordingly, Contractor is duplicating the form on which it states its cost proposal or format that is contained in the RFP and is submitting on this duplicate form its cost(s) to RAPGC had it not opted to pay its employees the hourly rate specified in the wage requirements. For proposal evaluation purposes, this cost(s) will be compared to the cost(s) of another nonprofit organization(s) that is paying its employees an amount consistent with its exemption from paying the hourly rate under the wage requirements. This revised information on the duplicate cost proposal or cost format form must be clearly marked as the organizations "comparison cost". In order to compare your cost(s), the revised information on the duplicate cost proposal or cost format form: must be submitted with your proposal, must show how the difference between your cost and your nonprofit organization comparison cost(s) was calculated, and will not be accepted after the proposal closing date. See Section 10A-144(c)(2).

5. Wage Requirements Reduction

- ☐ This Contractor is a "covered employer" and it desires to reduce its hourly rate paid under the wage requirements by an amount equal to or less than, the per employee hourly cost of the employer's share of the health insurance premium. Contractor certifies that the per employee hourly cost of the employer's share of the premium for that insurance is: \$_____. See Section 10A-144(d)(1) and (2).

CONTRACTOR CERTIFICATION

Contractor Signature: Contractor submits this certification form in accordance with Section 10A-144 of the Prince George's County Code. Contractor certifies that it, and any and all of its subcontractors that perform services under the resultant contract with RAPGC, shall adhere to all requirements of Section 10A-144.

Signature: Authorized Corporate, Partner or Proprietor

Date

Typed Name of Signatory

Title of Authorized Signatory

Name of person designated by your firm to monitor your company's compliance with RAPGC's

Wage Requirements: Name: _____

Title: _____

Phone: _____

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FORM NO. 8

501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form
Prince George's County Code, Section 10A-144

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ E-Mail: _____

Please provide below the employee labor category of all employee(s) that will perform direct measurable work under the contract, the hourly wage the organization pays for that employee labor category and any health insurance the organization intends to provide for that employee labor category.

*IF NO HEALTH INSURANCE PLAN IS PROVIDED PLEASE STATE "NONE".

Employee Labor Category	Wage Per Hour	Name of Health Insurance Provider(s) and Plan Name* (e.g., ABC Insurer, Inc., HMO Medical and Dental)

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FORM NO. 9

WELFARE TO WORK INITIATIVE: The RAPGC actively supports provisions of the Welfare Innovation Act of 1996. Contractors responding to this solicitation are encouraged to hire persons enrolled in the "Resource Initiative for Self-Empowerment" Program as part of their Bid. Bidders interested in additional information on the welfare to work effort should contact the Prince George's County Department of Social Services/Family Investment Program at (301) 909-6000 for referrals and to complete a job order form for all available positions.

Please indicate below your interest in participating in the Welfare to Work Initiative:

Will Seek Participation: ____

Not Interested: ____

Company Name: _____

Authorized Signature: _____

Contact Person: _____ Phone Number: _____

Email Address: _____

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COST PROPOSAL

FORM NO. 10

PRICE/COST PROPOSAL FORM				PAGE No of	
Offeror's Name and Address		RAPGC Solicitation Document Number			
		Title of Proposed Effort and Task No., Phase No., or Project Total As Applicable			
Division or Location Where Work is to be Performed		Type of Subcontract			
Point of Contact		Select One () New Subcontract () Modification () Letter Subcontract () Other - Specify			
Telephone Number		Period of Performance Total Amount of Task/Phase No. _____ \$ _____ Proposal Summary Total \$ _____			
DETAIL DESCRIPTION OF COST ELEMENTS					
1. DIRECT MATERIALS (Attach Itemized Listing for all Purchased Parts. Purchased Items or Services, Raw Materials, Standard Commercial Items or Interdivisional Transfers Other than Cost)		Estimated Cost		Total Estimated Price/Cost	
TOTAL DIRECT MATERIALS				0.00	
2. MATERIAL OVERHEAD (Rate 0.00% x \$ Base)				0.00	
3. DIRECT LABOR (Specify) – Additional Sheet May Be Used	Estimated Hours	Hourly Rate	Estimated Costs		
			0.00		
			0.00		
			0.00		
TOTAL DIRECT LABOR					
4. LABOR OVERHEAD & FRINGE BENEFITS (Specify Cost Center)	OH Rate	X Base	= Est. Cost		
	0.00%		0.00		
	0.00%		0.00		
TOTAL LABOR OVERHEAD				0.00	
5. EQUIPMENT TO BE PURCHASED OR FABRICATED FOR PROJECT (if a direct cost, include itemized list on separate sheet)					
6. TRAVEL (if a direct cost, include itemized list on separate sheet)					
7. LOWER-TIER SUBCONTRACTORS (Include a similar breakdown on attached sheet or form)					
8. CONSULTANTS (Identify on a separate sheet – purpose – rate – days – XXXXXXXXXX)					
9. OTHER DIRECT COSTS (Identify on a separate sheet)					
10. TOTAL PRICE/COST AND OVERHEAD				0.00	
11. GENERAL AND ADMINISTRATIVE EXPENSE/INDIRECT EXPENSE (Specify Rate 0.00 % and Cost Element No.)				(Enter Amount)	
12. Royalties (Provide Required Supporting Documentation)					
13. TOTAL PRICE/COST				0.00	
14. PROFIT/FEE OR SUBCONTRACTOR'S PRICE/COST PARTICIPATION (must be a negative number)			Rate: 0.00%	(Enter Amount)	
15. FACILITIES CAPITAL COST OF MONEY (Provide Required Supporting Documentation)					
16. TOTAL PRICE/COST PROPOSED TO RAPGC				0.00	

REQUEST FOR PROPOSALS FE-02-2020
THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
Fee Based Real Estate Developer for Parcel 3A and 3B of the Suitland (MUTC)

SECTION VII

APPENDICES

Signature:	Title:	Date:

REQUEST FOR PROPOSALS NO. FE-02-2020
THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
Fee Based Real Estate Developer for Parcel 3A and 3B of the Suitland (MUTC)

APPENDIX B

REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN
TO BE SUBMITTED TO THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY

RFP No. _____ **RFP TITLE** _____

The awardee under the above referenced Request for Proposals submits this request for approval to modify the approved Supplier Utilization Plan dated _____, which is attached hereto. The proposed new Supplier Utilization Plan is set forth below:

Entity Name: _____ Total Contract Price: _____

Authorized Person's Name: _____

Authorized Person's Title: _____

Total Value of CBSB Participation: _____ Total Value of MBE Participation: _____

Certification Types: SDDD Certified County-Based Small Businesses (CBSB) ♦ SDDD Certified County-Based Business (CBB) ♦ SDDD Certified Minority Business Enterprise (CMBE) ♦ SDDD Certified County-Based Minority Business Enterprise (CBMBE) ♦ Certified Disadvantaged Business Entity (CDBE) ♦ SDDD Certified County-Located Businesses (CLB) See Appendix K for Definitions of Certified Businesses.

VALUE OF WORK TO BE PERFORMED BY OFFEROR			
Prime Contractor Name	Certification Type (if any)	Certification Number (if applicable)	Value of Prime Contractor's Work (\$)

REQUEST FOR PROPOSALS FE-02-2020
THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
Fee Based Real Estate Developer for Parcel 3A and 3B of the Suitland (MUTC)

APPENDIX B (continued)

REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN
PART 2

INSTRUCTIONS: LIST ALL BUSINESS ENTITIES OTHER THAN THE PRIME CONTRACTOR THAT THIS REQUEST PROPOSES TO
 ADD, MODIFY, REMOVE OR MAINTAIN IN PRIME CONTRACTOR'S SUPPLIER UTILIZATION PLAN

Status Key: A – Add ♦ M – Modify ♦ R – Remove ♦ K - Keep the same

Subcontractor Name	Certificatio n Type (if any)	Certification Number (if applicable)	Subcontract Value (\$)	% of Total Award to Prime	Description of Work	Status

LIST ADDITIONAL SUBCONTRACTORS ON A COPY OF THIS SHEET

REQUEST FOR PROPOSALS NO. FE-02-2020
THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
Fee Based Real Estate Developer for Parcel 3A and 3B of the Suitland (MUTC)

APPENDIX B (continued)

REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN
PART 3

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH COUNTY-BASED SMALL BUSINESS
LISTED IN PART 2 OF THIS REQUEST FOR MODIFICATION
OF SUPPLIER UTILIZATION PLAN**

Name of awardee: _____ (“Prime Contractor”)

Name of CBSB Subcontractor: _____ (“CBSB Subcontractor”)

We/I certify that in the event this request for Modification of Supplier Utilization Plan is approved

Check one:

The subcontract between the Prime Contractor and CBSB Subcontractor will continue in effect.	
The subcontract between the Prime Contractor and CBSB Subcontractor will be modified as shown in Part 2 of this Request for Modification of Supplier Utilization Plan	
The subcontract between the Prime Contractor and CBSB Subcontractor will be terminated or will have expired. State reasons: _____ _____	
Other: _____ _____	

PRIME CONTRACTOR SIGNATURE

By: _____

Name: _____

Title: _____

Date: _____

**CBSB SUBCONTRACTOR
SIGNATURE**

By: _____

Name: _____

Title: _____

Date: _____

If Prime Contractor is unable to obtain CBSB Subcontractor's signature, state reasons: _____

REQUEST FOR PROPOSALS FE-02-2020
THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
Fee Based Real Estate Developer for Parcel 3A and 3B of the Suitland (MUTC)

APPENDIX B (continued)

REQUEST FOR MODIFICATION OF SUPPLIER UTILIZATION PLAN
PART 4

**INSTRUCTIONS: SUBMIT ONE FORM FOR EACH OF THE PRIME CONTRACTORS S
COUNTY-BASED SMALL BUSINESS SUBCONTRACTORS THAT WILL SUBCONTRACT
ANY OF THEIR WORK TO ONE OR MORE ENTITIES THAT ARE NOT COUNTY BASED
SMALL BUSINESSES**

We certify that in the event _____ ("Offeror") is awarded a contract under
RFP No. _____ for _____, Offeror's CBSB
Subcontractor _____ ("CBSB Subcontractor") intends to subcontract part of its work
to the following entities, which are not County-Based Small Businesses:

Non-CBSB Entity Name	Description of Work	Value (\$) of Work	Bonding Required (if applicable)	Signature of Non-CBSB Subcontractor's Principal
		\$	Type: _____ Amount: _____ \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: _____ \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: _____ \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: _____ \$ _____	By: _____ Print Name: _____ Date: _____
		\$	Type: _____ Amount: _____ \$ _____	By: _____ Print Name: _____ Date: _____
Total \$ Value of Work CBSB Subcontractor Will Subcontract to Non-CBSB Entities: \$ _____				

REQUEST FOR PROPOSALS FE-02-2020
THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
Fee Based Real Estate Developer for Parcel 3A and 3B of the Suitland (MUTC)

APPENDIX C

GENERAL TERMS AND CONDITIONS

The following standard General Terms and Conditions of contract shall apply to this solicitation and shall be incorporated by reference in the contract documents.

1. **AVAILABILITY OF FUNDS:** A contract shall be deemed executory only to the extent of the appropriations available to each agency for the purchase of such commodities or services. RAPGC's extended obligation of those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year. RAPGC shall notify the Contractor as soon as it obtains knowledge that funds may not be available for continuance of the contract for each succeeding fiscal year beyond the first year.
2. **PREVAILING LAW:** The Request for Proposals and any resulting contract shall be governed by the laws of Prince George's County and the State of Maryland. By submitting a Proposal in response to this Request for Proposals, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.
3. **CONTINGENCY FEE PROHIBITION:** The Contractor hereby represents that they have not retained anyone to solicit or secure this contract from RAPGC upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal service consistent with applicable canons of ethics.
4. **RAPGC HELD HARMLESS:** It is agreed that the Contractor shall be responsible for any loss, personal injury, deaths and/or damages that may be done or suffered by any persons solely by reasons of the Contractor's negligence or failure to perform any of the obligations which this contract obligates them to perform, and the Contractor hereby agrees to indemnify defend and hold RAPGC harmless from any loss, cost damages, and other expenses suffered or incurred by RAPGC solely by reason of the Contractor's negligence or failure to perform any of the said obligations. The Contractor shall take proper safety and health precautions to protect their work, their employees, the public and the property of others from any damages or injury resulting solely from the performance of their work described herein.
5. **MARYLAND STATE DISCLOSURE:** The Contractor shall comply with the provisions of Article 33, Sections 14-101 through 14-104 of the Annotated Code of Maryland, entitled "Disclosure By Persons Doing Public Business" which requires that every person that enters into contracts, leases, or other agreements with RAPGC, including its agencies, or a political subdivision of the State, under which the person receives in the aggregate either during the two years preceding or after the completion of said contract, lease or agreement, \$100,000 or more, shall file with the State Board certain specified information to include disclosure of political contributions in excess of \$500 to a candidate for elective office.
6. **PROMPT PAYMENT:**
 - (b) The Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to Contractor by RAPGC for such work performed under the contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to Contractor.
 - (c) Interest penalties. In the event Contractor violates Paragraph (b), above, Contractor shall pay to the subcontractor a penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8) calendar days after payment is received by the Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against RAPGC. Willful violations of this requirement may also result in Contractor (or higher tier subcontractor) being suspended or debarred.
 - (d) Subcontract Clause Requirements. Contractor shall include in each of its subcontracts:
 - (1) a payment clause which obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by RAPGC for such work performed under such contract; and
 - (2) an interest penalty clause which obligates Contractor to pay to the subcontractor an interest penalty on amounts due (or such other percentage as identified in County Code Section 10A-153) in the case of each payment not made in accordance with the

REQUEST FOR PROPOSALS FE-02-2020
THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
Fee Based Real Estate Developer for Parcel 3A and 3B of the Suitland (MUTC)

APPENDIX C (continued)

payment clause included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-153) of the amount due per month for every month.

(3) a clause requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) in each of its subcontracts and (ii) shall require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

7. **CONTRACT DISPUTE RESOLUTION:** All claims and disputes arising under the Contract shall be administered by the Contract Administrator.
8. **TERMINATION FOR DEFAULT:** If the Contractor fails to fulfill its obligations under this Contract properly and on time or otherwise violates any provision of the Contract, RAPGC may terminate the Contract by written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Contractor shall at RAPGC's option become RAPGC's property. RAPGC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and RAPGC can affirmatively collect damages or deduct from monies due the Contractor on this or other RAPGC Contracts. Damages may include excess re-procurement costs.
9. **TERMINATION FOR CONVENIENCE:** The performance of work under the Contract may be terminated by RAPGC with 30 calendar days advance written notice, or such time as mutually agreeable to the parties not to exceed 30 calendar days, in accordance with this clause in whole, or from time-to-time in part, whenever the Chief Real Estate Officer shall determine that such termination is in the best interest of RAPGC. RAPGC will compensate Contractor for all monies earned up to the date of termination. However, the Contractor shall not be paid any damages or reimbursed for any anticipatory profits that have not been earned up to the date of termination.
10. **OSHA REGULATIONS, BLOODBORNE PATHOGENS:** The successful Contractor shall, during the course of performance under the proposed Contract, comply with Part 1910 of Title 29 of the Code of Federal Regulations (OSHA). This regulation deals with occupational exposures to blood borne pathogens and other potentially infectious materials. During the performance of this Contract, the Contractor is expected to be alert to any potentially high risk of exposure opportunities and take all mandated precautionary measures contained in the regulation, including making available Hepatitis B vaccine and vaccination series to all employees who have occupational exposure and post-exposure follow-up following exposure incidents.
11. **ASSIGNMENT OF CONTRACT:** All covenants and agreements herein contained shall extend and be obligatory on any successor and assigns of the Contractor. It is mutually understood and agreed that Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or its right, title or interest herein, or its power to execute such Contract, to any other person, firm or corporation, without the previous written consent of the Chief Real Estate Officer, but in no case shall such consent relieve the Contractor from the obligations, or change the terms, of the Contract.
12. **NON-DISCRIMINATION:** A contractor who is the recipient of RAPGC funds, or who proposes to perform any work or furnish any goods under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public because of religion, race, sex, age, physical or mental disability, or perceived disability. Discriminatory practices based upon the foregoing are declared to be contrary to the public policy of RAPGC. Contractor agrees to be in full compliance with the Federal mandates of the Americans with Disabilities Act. Contractor shall incorporate the provisions of this Section 12 in all contracts entered into with suppliers of materials or services; and Contractor's subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor services in connection with this Contract. Contractor and subcontractors shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The RAPGC is committed to a policy of nondiscrimination in all RAPGC programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the ADA Compliance Manager at (301) 265-8450/ Maryland Relay - 711

13. **EMPLOYMENT OF RAPGC PERSONNEL:** The Contractor may not engage, on a full-time, part-time or other basis, during the period of the Contract, any professional or technical personnel in the employ of RAPGC.

REQUEST FOR PROPOSALS FE-02-2020
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Fee Based Real Estate Developer for Parcel 3A and 3B of the Suitland (MUTC)

APPENDIX C (continued)

14. **WELFARE TO WORK INITIATIVE:** The RAPGC actively supports provisions of the Welfare Innovation Act of 1996. Offerors responding to RAPGC solicitations are encouraged to hire persons enrolled in the Resource Initiative for Self-Empowerment Program as part of their proposal. Offerors interested in additional information on the welfare to work effort should contact Prince George's County's Department of Social Services/Family Investment Program at (301) 909-6000 for referrals and to complete a job order form for all available positions.
15. **ECONOMIC DEVELOPMENT:** Prince George's County based businesses are encouraged to participate in RAPGC's procurement process. RAPGC is committed to promoting economic development, expanding business opportunities and providing assistance to businesses interested in locating their principal office or base of operations in Prince George's County. A program for business assistance is available through the Economic Development Corporation.
16. **SEXUAL HARASSMENT:** RAPGC is committed to providing a work environment that is free from discrimination, insults, intimidation and other forms for harassment. RAPGC prohibits sexual harassment. Sexual harassment may cause others unjustifiable offense, anxiety and injury. Unwelcome sexual advances or requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment. Sexual harassment by Contractor or subcontractor employees is prohibited. Sexual harassment may also constitute violations of criminal and civil laws of the State of Maryland and the United States. Any violation of sexual harassment constitutes a breach of Contract, and thus the Contractor will be required to remove the offender from the job-site.
17. **RELEASE OF INFORMATION:** During the term of the Contract, the Contractor may not release any information related to the services or performance of services under the Contract, nor publish any reports or documents relating to RAPGC, the account, or performance of services under the Contract, without prior written consent of RAPGC; and the Contractor shall indemnify and hold harmless RAPGC, its officers, agents, and employees from all liability which may be incurred by reason of dissemination, publication, distribution, or circulation, in any manner whatsoever, of any information, data, documents, or material pertaining in any way to RAPGC, the account, or the Contract by the Contractor or its agents or employees.
18. **ARREARAGES:** By submitting a response to this solicitation an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligations due and owing RAPGC, Prince George's County and State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract.
19. **INTENTIONALLY LEFT BLANK**
20. **CONTRACT ALTERATIONS:** No alterations or variables in the terms of a Contract shall be valid or binding upon RAPGC unless made in writing and signed by the Chief Real Estate Officer or his authorized agent.
21. **DEFAULT REMEDIES:** The Contract may be canceled or annulled by the Chief Real Estate Officer or his designee in whole or in part by written notice of default to the Contractor for any of the following reasons: failure to perform in accordance with Contract specifications, failure to make timely delivery of supplies or services as stipulated in the solicitation or proposal, violation of any Contract term, suspension or debarment for reasons of civil or criminal indictment or conviction, failure to prosecute the work or any separable part thereof with such diligence as to insure its completion within the time specified in the Contract, or any extension thereof, fraud or misrepresentation on a RAPGC Contract, or failure to make timely replacement or correction of rejected articles or services. In the event of partial termination for default, the Contractor shall continue the performance of the Contract to the extent not terminated.

In the event of default by the Contractor, RAPGC may procure similar articles or services in such manner as to facilitate the most expeditious delivery or performance.

The Offeror agrees by virtue of submitting a bid or proposal in response to this solicitation, that the Contractor is obligated to RAPGC for any excess procurement costs incurred by RAPGC as a result of the Contractor's default. Excess procurement costs shall be defined as the difference between the defaulting Contractor's Contract price and the price paid by RAPGC for similar goods or services, plus any additional costs incidental by accelerating delivery, and any reasonable administrative expenses incurred by RAPGC in making the procurement.

REQUEST FOR PROPOSALS FE-02-2020
THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
Fee Based Real Estate Developer for Parcel 3A and 3B of the Suitland (MUTC)

APPENDIX C (continued)

The Contractor agrees by submitting a proposal that such excess procurement costs may be recovered by RAPGC by: 1) deduction of such amount from monies owed the Contractor on this or any other contract(s) the Contractor may have with RAPGC, 2) recourse to the Contractor's surety, 3) direct payment by the Contractor to RAPGC or 4) legal action against the Contractor.

22. **DELINQUENT TAX SETOFFS:** In the event that the Contractor owes money to RAPGC as a result of the entry of judgment, debt arising out of a Contract, default as surety to RAPGC, delinquent taxes or assessments or for any other debt or liquidated damages, RAPGC may withhold and set-off such sums owed to RAPGC from payments owed to the Contractor by virtue of this or other Contracts.
23. **GENERAL GUARANTY:**
- Contractor agrees to:
- a. Save RAPGC, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the Contract which the Contractor is not the patentee, assignee, licensee or owner.
 - b. Protect RAPGC against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other Contractors, for which he or his workmen is responsible.
 - d. Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of Prince George's County and State of Maryland.
24. **CONFLICT OF INTEREST:** As a prerequisite for the payment pursuant to the terms of this Contract, there shall be furnished to RAPGC a statement, under oath that no member of the elected governing body of Prince George's County, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the Contract and that upon request by RAPGC, as a prerequisite to payment pursuant to the terms of this Contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that the violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to RAPGC. Whenever any person shall be convicted of a falsely executing a statement under oath, as required above, such person shall be deemed guilty of a misdemeanor and upon conviction, shall be subject to a fine not exceeding \$1,000 or imprisonment not exceeding six months, or both such fine and imprisonment. The provisions of the "Vendor's Oath and Certification" which is attached hereto apply to any Contract entered into by the RAPGC.
25. **VENDOR QUALIFICATION STATEMENT:** Vendors hereunder are advised that prior to the Contract award, a Vendor's Qualification Statement shall be required under the provisions of Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, as pertains to conviction for bribery.
26. **COLLUSIVE BIDDING:** Offeror certifies that his proposal is made without any previous understanding, agreement of connection with any person, firm, or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
27. **IDENTICAL BIDDING – EXECUTIVE ORDER NO. 10946:** All identical proposals submitted to RAPGC as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000 in total amount shall, at the discretion of RAPGC, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961, for possible violation and enforcement of antitrust laws.

REQUEST FOR PROPOSALS FE-02-2020
THE REVENUE AUTHORITY OF PRINCE GEORGE’S COUNTY
Fee Based Real Estate Developer for Parcel 3A and 3B of the Suitland (MUTC)

APPENDIX D

NOTICE TO BIDDERS

WAGE REQUIREMENTS FOR SERVICE CONTRACTS

This solicitation is subject Prince George's County, Maryland Wage Requirements law for service contracts. Information pertaining to the Wage Requirements law is attached. The “Wage Requirements Certification” and, if applicable, the 501(c)(3) Nonprofit Organization’s Employee’s Wage and Health Insurance Form” that are included with this solicitation must be completed and submitted with your bid or Proposal response.

Failure to complete and submit with your Bid or Proposal the required certification and pricing material on the form(s) included as Form No. 9 as applicable will render your Bid or Proposal unacceptable under and the Bid or Proposal will be rejected for non-responsiveness.

1. This contract is subject to the wage requirements of Subtitle 10A, Section 10A-144 of Prince George’s County Code. A RAPGC contract for the procurement of services must require the Contractor and any of its subcontractors to comply with the wage requirements of this section, subject to exceptions from coverage for particular Contractors in accordance with Section 10A-144(b) and for particular employees in accordance with Section 10A-144(f).
2. If any federal, state or County law or federal or state contract or grant requires payment of higher wage or precludes compliance with Section 10A-144, that law shall prevail.
3. Non-profit organizations that are exempt from wage requirements under Section 10A-144 must specify the wage the organization intends to pay to those employees who will perform direct, measurable work under the contract and any health insurance the organization intends to provide to those employees.
4. A Contractor must not split or subdivide a contract, pay an employee through a third party or treat an employee as a subcontractor or independent Contractor, to avoid the imposition of any requirements in Section 10A-144.
5. Each Contractor and subcontractor covered under Section 10A-144 must: certify that it is aware of and will comply with the applicable wage requirements; keep and submit any verifiable records necessary to show compliance; and conspicuously post notices informing employees of the wage requirements and send a copy of each such notice to RAPGC.
6. An employer must comply with Section 10A-144 during the initial term of the contract and all subsequent renewal periods and must pay an increase adjustment in this wage rate, if any, automatically effective July 1 of each year. The Prince George's County Wage Determination Board will adjust the wage rate by the annual average increase in the Consumer Price Index for all urban consumers for the Washington-Baltimore Metropolitan area, or successor index, for the previous calendar year and must calculate the adjustment to the nearest multiple of five cents.
7. An employer must not discharge or otherwise retaliate against an employee for asserting any right or filing a complaint of a violation, under Section 10A-144. Any retaliation is subject to all sanctions that apply for non-compliance under Section 10A-144.

REQUEST FOR PROPOSALS FE-02-2020
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Fee Based Real Estate Developer for Parcel 3A and 3B of the Suitland (MUTC)

APPENDIX D (continued)

8. RAPGC may assess to the Contractor liquidated damages for any noncompliance with Section 10A-144 wage requirements at the rate of one percent per day of the total contract amount, or for a requirements contract, the estimated annual contract rate value, for each day of the violation. This liquidated damage amount includes the amount of any unpaid wages with interest. In event of breach of contract under this paragraph, the Contractor must pay to RAPGC liquidated damages noted above, in addition to any other remedies available to RAPGC. The Contractor and RAPGC acknowledge that damages that would result to RAPGC as a result of a breach under this paragraph are difficult to ascertain, and that liquidated damages provided for this paragraph are fair and reasonable in estimating the damage to RAPGC resulting from a breach of this paragraph by the Contractor. In addition, the Contractor is jointly and severally liable for any noncompliance by a subcontractor. Furthermore, the Contractor agrees that an aggrieved employee, as a third-party beneficiary, may by civil action enforce the payment of wages due under Section 10A-144 wage requirements and recover from the Contractor any unpaid wages with interest, a reasonable attorney's fee, and damages for any retaliation for asserting any right or claim under Section 10A-144 wage requirements.
9. The Chief Real Estate Officer may conduct random audits to assure compliance with Section 10A-144. The Chief Real Estate Officer may conduct an on-site inspection(s) for the purpose of determining compliance.
10. If the Contractor fails, upon request by the Chief Real Estate Officer, to submit documentation demonstrating compliance with Section 10A-144 to the satisfaction of the Chief Real Estate Officer, the Contractor is in breach of this contract. In the event of a breach of contract under this paragraph, the Contractor must pay to RAPGC liquidated damages noted in Paragraph 8 (above), in addition to any other remedies to RAPGC. Contractor and RAPGC acknowledge that damages that would result to RAPGC as a result of breach under this paragraph are difficult to ascertain, and that the liquidated damages provided for this paragraph are fair and reasonable in estimating the damage to RAPGC resulting from a breach of this paragraph by the Contractor.

REQUEST FOR PROPOSALS FE-02-2020
THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
Fee Based Real Estate Developer for Parcel 3A and 3B of the Suitland (MUTC)

APPENDIX E

SAMPLE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2019 (the "Effective Date") by and between RAPGC of Prince George's County, a body corporate and politic ("RAPGC") and ABC Company, (the "Contractor")]

WHEREAS, RAPGC issued Request for Proposal ("RFP") No. [RFP Number] to procure [precise description of goods and services]; and

WHEREAS, in response to the RFP, the Contractor submitted a technical and cost proposal to RAPGC dated [Technical and Cost Proposal Dates]; and

WHEREAS, RAPGC has determined that it is in RAPGC's best interest to enter into a contract with Contractor for the provision of the solicited services.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **AGREEMENT DOCUMENTS.** This Agreement is set forth in the following documents, which are attached hereto, incorporated by reference, and shall be collectively referred to as the "Agreement Documents":

- (a) This Agreement and all referenced Attachments;
- (b) RAPGC's Request for Proposal No. [RFP Number] and all of the attachments and appendices thereto (collectively, the "RFP"); and
- (c) Contractor's Technical and Cost Proposals, [Technical and Cost Proposal Dates] (collectively, the "Proposal").

Both parties are bound to and will abide by all terms and conditions of the Agreement Documents. In the event of a conflict or inconsistency between any of the terms of the above listed documents, the order of precedence shall be that order in which the documents are listed in this Section .

2. **SCOPE OF WORK.** The Contractor shall perform the obligations set forth in the RFP in compliance with all federal, state, local regulations and standards _____, in accordance with the Scope of Work and responsibilities as more particularly described in the Agreement Documents, including, without limitation, Section III of the RFP.

3. **COMPENSATION.** RAPGC shall pay the Contractor for the Scope of Work provided in accordance to the prices set forth in the Contractor's Cost Proposal dated _____ which is part of this Agreement.

The Contractor shall submit monthly invoices which shall include the following:

- (a) Contractor's name and remittance address; and
- (b) Contractor's Tax Identification Number; and
- (c) Documentation as to the resultant service completed during the time covering the invoice.

4. **CONTRACTOR PROMPT PAYMENT.**

(a) Contractor shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven (7) calendar days after receipt of such amounts that are paid to Contractor by RAPGC for such work performed under the contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to Contractor.

(b) Interest penalties. Any contractor who violates Paragraph (1), above, shall pay to the subcontractor a penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) to the subcontractor owed payment or portion thereof that payment is not made. Interest penalties shall accrue daily beginning eight (8)

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APPENDIX E (continued)

calendar days after payment is received by the Contractor (or higher tier subcontractor) and ending on, but excluding, the payment date, using the rate established in this Paragraph calculated on a monthly (30-day) basis. This requirement is enforceable in the Circuit Court of Prince George's County, and is not intended to create a private right of action against RAPGC. Willful violations of this requirements may also result in a contractor being suspended or debarred.

(c) Subcontract Clause Requirements. The prime contractor shall include in each of its subcontracts

(1) a payment clause which obligates Contractor to pay the subcontractor for satisfactory performance under its subcontract within seven (7) days out of such amounts as are paid to Contractor by RAPGC for such work performed under such contract; and

(2) an interest penalty clause which obligates Contractor to pay to the subcontractor an interest penalty on amounts due (or such other percentage as identified in County Code Section 10A-153) in the case of each payment not made in accordance with the payment clause included in the subcontract

(i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153).

(3) a clause in its subcontracts requiring the subcontractor to

(i) include a payment clause and an interest penalty of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153) in each of its subcontracts and

(ii) shall require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

5. **AVAILABILITY OF FUNDS.** This Agreement shall be deemed executory only to the extent that appropriations are available for the purpose of services identified herein. RAPGC's continuing obligation under this Agreement, which envisions RAPGC funding through successive fiscal periods, shall be contingent upon actual appropriations for the following fiscal year. If RAPGC is unable to secure appropriations for any fiscal year during the term of this Agreement, then the Contractor shall have the right to terminate this Agreement upon thirty (30) calendar days written notice.

6. **TERM OF AGREEMENT.** This agreement shall be effective _____ for the initial term of two (2) years. The term of this Agreement may be extended for three (3) additional one (1) year periods upon mutual agreement of both parties.

7. **TERMINATION FOR CONVENIENCE.** The performance of work under the Agreement may be terminated by RAPGC upon thirty (30) days written notice, or such time as mutually agreeable to the parties not to exceed thirty (30) days, in accordance with this clause in whole, or from time-to-time in part, whenever RAPGC shall determine that such termination is in the best interest of RAPGC. RAPGC will pay all compensation earned by Contractor up to the date of termination. However, the Contractor shall not be reimbursed for any damages or anticipatory profits that have not been earned up to the date of termination.

8. **TERMINATION FOR DEFAULT.** If the Contractor fails to fulfill its obligations under this Agreement properly and on time or otherwise violates any provision of this Agreement, RAPGC may terminate this Agreement by providing written notice to the Contractor. The written notice shall specify the acts or omissions relied on as cause for termination. All finished services provided by the Contractor shall, at RAPGC's option, become RAPGC's property. RAPGC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and RAPGC can affirmatively collect damages or deduct from monies due the Contractor on this or other RAPGC Agreements. Damages may include excess procurement costs.

9. **GOVERNING LAW; SEVERABILITY; AND ORDER OF PRECEDENCE IN CONFLICT AMONG CONTRACT DOCUMENTS.** This Agreement shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland. In case any one or more of the provisions contained in the Agreement Documents shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remainder of the Agreement Documents which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. In the event of a conflict between the terms and conditions of any of the Agreement Documents, the controlling terms and conditions shall be in this order:

(a) this Agreement;

(a) the Request for Proposal No. _____ (collectively, the "RFP");

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APPENDIX E (continued)

(c) the Contractor's Technical Response and Cost Proposal, both dated _____ (collectively, the "Proposal");

10. **NON-HIRING OF RAPGC EMPLOYEES.** The Contractor shall not engage or otherwise employ any RAPGC employee during the performance term of this Agreement without the written consent of RAPGC.

11. **LICENSURE REQUIREMENTS.** The Contractor shall obtain and maintain all necessary licenses and/or certifications, where licensure and/or certification are required for the provision of services under the terms of this Agreement.

12. **CONFIDENTIALITY.** The parties acknowledge that information it obtains from the disclosing party (the "Discloser") in connection with any service or equipment it provides under the terms of this Agreement may be confidential. The receiver of such confidential information (the "Receiver") agrees to maintain the confidentiality of such information in accordance with its normal procedures for safeguarding customer information. During the term of this Agreement, the Receiver shall not release any information related to the services or performance of services under this Agreement nor publish any reports or documents relating to the Discloser's account, or performance of services under this Agreement without the prior written consent of the Discloser; except, however, the Receiver may disclose information (i) that the Discloser has approved by prior writing for disclosure; (ii) that is disclosed to the Receiver's professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in the Receiver's possession or available to it from a third party prior to its receipt in connection with any service; (v) which is obtained by the Receiver from a third party who is not known to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which the Receiver is subject to or submits; or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

13. **INDEMNIFICATION.** The Contractor shall indemnify and hold harmless RAPGC, their agents, officials, and employees, from any liability, damage, expense, cause of action, suit, claim or judgment arising from injury to person including death or personal property or otherwise which arises out of the act, failure to act, or negligence of the Contractor, its agents and employees, in connection with or arising out of the performance of the Agreement. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against RAPGC in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any performance bond or insurance protection required by the Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless RAPGC as herein provided.

14. **INSURANCE COVERAGE.** The Contractor shall perform services with the degree of skill and judgment, which is normally exercised by recognized professionals, paraprofessionals and voluntary service organizations with respect to services of a similar nature.

The Contractor shall take proper safety and health precautions to protect the work environment, employees, the public and the property of others from any damages or injury resulting solely from the performance of work described herein.

RAPGC shall not be liable for any injuries to the employees, agents or assignees of the Contractor arising out of or during the course of employment relating to this Agreement.

The Contractor has in force or shall obtain and provide to the RAPGC evidence of commercial insurance coverage for the following exposure:

(ALL REQUISITE INSURANCE LIMITS MUST BE APPROVED ANNUALLY, IN WRITING, BY THE RAPGC'S CHIEF FINANCIAL OFFICER.)

WORKER'S COMPENSATION: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed. The Contractor will provide coverage for these exposures on an "if any basis". The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation: MARYLAND STATE STATUTORY LIMITS

Employer's Liability:	Each Accident	\$500,000
	Disease Policy Limits	\$500,000
	Disease - Each Employee	\$500,000

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APPENDIX E (continued)

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). An insurance policy covering the liability of the Contractor for all work or operations under or in connection with this Project; and all obligations assumed by the Contractor under this Contract. Products, Completed Operations and Contractual Liability must be included. The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

\$1,000,000/\$2,000,000 per occurrence/aggregate

PREMISES MEDICAL PAYMENTS \$5,000

PERSONAL INJURY / ADVERTISING \$1,000,000

Physical and Sexual Abuse \$100,000/\$300,000 per occurrence

The RAPGC of Prince George's County must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Agreement.

AUTOMOBILE LIABILITY INSURANCE: An insurance policy covering the use of all owned, non-owned, hired, rented or leased vehicles bearing license plates appropriate for the circumstances for which they are being used, as required by the Motor Vehicle Laws of the State of Maryland and not covered under the Contractor's aforementioned Commercial General Liability Insurance.

The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

\$1,000,000 Combined Single Limit

MISC. PROFESSIONAL LIABILITY INSURANCE: A separate insurance policy to pay on behalf of the Contractor all costs that the Contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the Contractor or any other person for whose acts the Contractor is legally liable arising out of the performance of services under this Agreement. The coverage under such an insurance policy shall have a limit of liability not less than:

\$1,000,000 per occurrence

The Contractor will furnish to RAPGC "Certificates of Insurance", which shall list "**THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY**" as an **additional insured** and **certificate holder** of the Contractor's policy for services provided in accordance with this Agreement and provide that RAPGC shall be notified by the insurer **at least thirty (30) days** prior to cancellation or material change of any such coverage.

15. **SUCCESSORS AND ASSIGNS.** The terms and conditions contained in the Agreement Documents shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

16. **ASSIGNMENT OF CONTRACT.** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of its right, title or interest in the Agreement, or its power to execute any of the Agreement Documents, to any other person, firm or corporation, without the previous written consent of RAPGC, but in no case shall such consent relieve the Contractor from the obligations, or change the terms of this Agreement.

17. **STATUS OF CONTRACTOR.** The Contractor is deemed by this Agreement to be an independent contractor and is not an agent or an employee of RAPGC.

18. **PROJECT COORDINATOR.** RAPGC will designate a Project Manager who shall be the liaison between RAPGC and the Contractor during the term of this Agreement and who shall be responsible for overseeing the successful and harmonious completion of the Agreement.

19. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing and either delivered by hand or by courier, or deposited in the United States mail, postage prepaid certified or registered return receipt requested and addressed as follows:

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APPENDIX E (continued)

To RAPGC:

With Copies to:

And Copies to:

To Contractor:

20. **FURTHER ASSURANCES.** The parties agree that they shall at any time and from time to time prior to or after the execution of this Agreement, execute and deliver any and all additional writings, instruments and other documents and shall take such further action as shall be reasonably required or requested by the other party to effectuate the transactions contemplated by this Agreement.

21. **CAPTIONS.** The captions of this Agreement are for convenience and reference only, and in no way define or limit the interests, rights, or obligations of the parties hereunder.

22. **RECITALS.** The Recitals are expressly incorporated herein by reference.

23. **INTERPRETATION.** This Agreement shall be construed as a whole and in accordance with its fair meaning and shall not be construed either for or against either party. Any exhibits or attachments annexed hereto shall be deemed an integral part of this Agreement with the same force and effect as if set forth in full herein. All references made and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require. References to all section numbers, subsection numbers, exhibits or attachments shall refer to such section, subsection, exhibit and attachment in this Agreement unless otherwise expressly provided.

24. **CUMULATIVE RIGHTS; WAIVERS.** Each and every right granted to a party hereunder, or in any other document contemplated hereby or delivered under or executed concurrently herewith, or by law or equity, shall be cumulative and be exercised at any time, or from time to time. No failure on the part of any party to exercise, and no delay in exercising, any right shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any right preclude any other or future exercise thereof or the exercise of any other right. The failure of any party at any time, from time to time, to require performance by any other party of any term, condition or provision of the Agreement Documents shall in no way alter or otherwise affect the right of such party at a later time to enforce the same. No waiver by any party of any condition or of the breach of any term, covenant or provision contained in the Agreement Documents, whether by conduct or otherwise, at any time or from time to time, shall be deemed to be or construed as a further or continuing waiver of such condition or breach or as a waiver of any other condition or of any other or subsequent breach of the same of any other term, covenant or provision.

25. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute a single Agreement.

26. **FINAL AGREEMENT.** This Agreement contains the final, entire agreement between the parties hereto, and shall supersede all prior correspondence and agreements or understandings with respect thereto. This Agreement shall not be modified or changed orally, but only by an agreement in writing, signed by the authorizing official for each party. For purposes of this section, authorizing official of RAPGC shall be the Executive Director.

27. **CERTIFICATION OF SIGNATORIES/AUTHORIZED PERSONS.** The signatories executing this Agreement on behalf of RAPGC and the Contractor warrant and represent that they have the legal authority to do so, and furthermore agree that each shall, upon request of the other party, furnish legally sufficient evidence of such authority.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as of their own free act and deed as of the dates noted below.

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APPENDIX F

**CERTIFICATION OF CONTRACTOR'S BEST EFFORTS TO MEET THE
COUNTY-BASED SMALL BUSINESS (CBSB) AND MINORITY BUSINESS ENTERPRISE (MBE)
REQUIREMENTS**

General

If, for any reason, during the term of the Contract awarded under this RFP, the Contractor is unable to achieve the County-Based Small Business (CBSB) and/or Minority Business Enterprise (MBE) participation requirements of this RFP, the Contractor may request, in writing, a waiver of one or both requirements with justification to include the following:

1. A detailed statement of the efforts made to select portions of the work proposed to be performed by MBEs or CBSBs in order to increase the likelihood of achieving the stated requirement;
2. A detailed statement of the efforts made to contact and negotiate with MBEs and/or CBSBs including:
 - a. The names, addresses, and telephone numbers of MBEs and/or CBSBs and the dates such firms were contacted, and
 - b. A description of the information provided to MBEs and/or CBSBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
3. As to each MBEs and/or CBSBs that placed a subcontract quotation or offer that the Contractor considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
4. A list of MBE and/or CBSB subcontractors found to be unavailable to perform under the Contract.

The Chief Real Estate Officer may grant the waiver only upon a reasonable demonstration by the Contractor that the MBEs and/or CBSBs participation requirement cannot be achieved at a reasonable price and if the Chief Real Estate Officer determines that the public interest will be served.

Definition

"Best Efforts" means efforts to the maximum extent practicable have been made to meet the requirement. (County Code Sections 10A-136(l) and 10A-164(e)).

I. Statement of Best Efforts to Select Minority Business Enterprises

Set forth in detail below are efforts made by Contractor to select portions of the work proposed to be performed by MBEs and/or CBSBs in order to increase the likelihood of achieving the stated requirement are as follows (additional sheets of paper may be attached if necessary):

II. Statement of Best Efforts to Contact and Negotiate with MBEs and/or CBSBs

Set forth in detail below are efforts made by Contractor to contact and negotiate with MBEs and/or CBSBs including: (a) a table containing the names, addresses, and telephone numbers of MBEs and/or CBSBs and the dates such firms were contacted; and (b) an attachment containing a description of the information provided to MBEs and/or CBSBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

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APPENDIX F (continued)

(A) Table of names, addresses, telephone numbers and dates

Name	Address	Telephone Number	Date

(B) Please attach a description of the information provided regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

III. Detailed Statement of the Reasons MBEs and/or CBSBs Were Not Acceptable

As to each MBEs and/or CBSBs that placed a subcontract quotation or offer which the Contractor considered not to be acceptable, please attach a detailed statement of the reasons for this conclusion.

IV. List of Unavailable MBEs and/or CBSBs

Please attach a list of MBEs and/or CBSBs subcontractors found to be unavailable to perform under the contract.

Sworn Affidavit of Contractor

The Affidavit shall be signed by an authorized signatory of the Contractor and shall be notarized.

The undersigned, (Name)_____, having been first duly sworn, solemnly affirm under the penalties of perjury that the contents of the foregoing Certification of Contractor's Best Efforts to Meet the MBE and/or CBSB participation requirements are true and that he/she has personal knowledge of the statements and representations herein.

Signature:
Contractor
Authorized Representative

STATE OF MARYLAND
COUNTY OF (_____)

I HEREBY CERTIFY THAT on this ____ day of _____, 20____,

before the undersigned Notary Public, personally appeared _____,
(Print Name)

and signed this Certification as a true act and deed of _____.
(Contractor Firm Name)

[Affix notary seal here]

Notary Public

My commission expires:_____

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APPENDIX G

FIRST SOURCE AND LOCAL HIRING AGREEMENT

The Contractor agrees to the following provisions as a condition to their contract with the RAPGC:

- A) The first source for finding employees to fill all jobs created by the government assisted project shall be the First Source Registry;
- B) The first source for finding employees to fill any vacancy occurring in all jobs covered by a First Source and Local Hiring Agreement will be the First Source Registry;
- C) Contractor shall submit to the Prince George's County Economic Development Corporation's Workforce Services Division and the Chief Real Estate Officer by the fifth business day of every month following the execution of the First Source and Local Hiring Agreement an agreement compliance report for the project that includes the:
 - (1) Number of employees needed;
 - (2) Number of current employees transferred;
 - (3) Number of new job openings created;
 - (4) Number of jobs openings listed with the Prince George's County Economic Development Corporation's Workforce Services Division;
 - (5) (A) For the reporting period (during the previous calendar month), the total number of County residents employed, including new County resident hires, and total hours worked by County residents, and

(B) For the calendar year, the cumulative total number of County residents employed, including cumulative new County resident hires and cumulative work hours by County residents; and
 - (6) (A) For the reporting period (during the previous calendar month), the total number of employees employed, including new hires, and total employee hours worked, and

(B) For the calendar year, the cumulative total number of employees hired, including cumulative new hires and cumulative employee hours worked, including, for each employee:
 - (i) Name;
 - (ii) Job title;
 - (iii) Hire date;
 - (iv) Residence; and
 - (v) Referral source for all new hires.

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APPENDIX G (continued)

- (D) At least ten (10) calendar days prior to announcing an employment position, a business that is a signatory to a First Source and Local Hiring Agreement under a procurement contract shall notify the Prince George's County Economic Development Corporation's Workforce Services Division of the available positions. If the County resident interviewed or otherwise considered for the position is not hired, the business shall provide reasons why the referred County resident was not hired. A good faith effort is required to hire the referred County resident, if sufficiently qualified for the available position.
- (E) The Chief Real Estate Officer requires "best efforts" to reach a minimum goal that at least fifty-one percent (51%) of the annual man/woman hours (work hours), on both a total work hour and trade by trade basis, be worked by County residents as a condition of any contract or agreement for a procurement funded by a County agency, including requiring "best efforts" to reach a minimum goal that at least fifty-one percent (51%) of the annual apprenticeship work hours on such contracts or agreements be worked by apprentices who are County residents. The requirements of this Subsection extend to hiring by Contractors and subcontractors on procurements funded by a County agency under the supervision or control of the Contractors and subcontractors.

Signature: Authorized Corporate Officer/Partner or Proprietor

Date

Typed/Printed Name of Signatory
Signatory

Title of Authorized

Name of person designated by your firm to monitor your company's compliance with the First Source and Local Hiring agreement:

Name: _____

Title: _____

Phone: _____ **Email:** _____

SUBMIT THIS FORM WITH PROPOSAL

REQUEST FOR PROPOSALS FE-02-2020
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APPENDIX H

First Source and Local Hiring Agreement Compliance Report

Instructions: This report must be submitted electronically to the Prince George's County Economic Development Corporation's Workforce Services Division, EDCWSD@co.pg.md.us and the Project Manager by the fifth business day of every month following the execution of the First Source and Local Hiring Agreement. The calendar year is July 1 through June 30th. After the first report, if no changes occur write "Same".

Part I

Number of employees needed for the Project	Number of current employees transferred	Number of new job openings created	Number of job openings listed with the EDC

PART II (Project Employment of County Residents Only During Previous Month)

For the *reporting period* (during the previous month), the total number of County residents employed, number of new County resident hires and total hours worked by County residents

Total number of County residents employed on the project (including new hires)	Total hours worked by County residents

PART III (Project Employment of County Residents During the Calendar Year)

For the *calendar year*, the cumulative total number of County residents employed, including cumulative new County resident hires, and cumulative work hours by County residents

Cumulative County resident hires	Cumulative work hours by County residents

PART IV (All Individuals Employed on the Project During the Previous Month)

For the *reporting period* (during the previous month), the total number of employees employed, including new hires, and total employee hours worked, and

Current Project employee hires	Current work hours by project employees

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APPENDIX H (continued)

PART V (All Individuals Employed on the Project During the Calendar Year)

For the *calendar year*, the cumulative total number of employees hired, including cumulative new hires, and cumulative employee hours worked

Cumulative Project Employees	Cumulative New Hires	Cumulative employee hours worked on the Project

Part VI (Individual Employees)

For the *calendar year*, identify all individuals employed on the project by name, job title, hire date, residence address and, for new hires only, the referral source.

Employee name	Job Title	Hire Date	Residence address	If New Hire, Referral Source

If more space if needed, use a copy of this form and attach to report.

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APPENDIX I

Notice and Authorization for Electronic Funds Disbursement

Dear RAPGC Business Partner:

RAPGC requires contractors to receive invoice payments electronically through the Automated Clearing House (ACH) Payment System. Payments will be posted directly to your business bank account. Our Accounts Payable Section will e-mail a separate advice to detail the paid invoice(s) information and to confirm the transmission date so that you can update your financial records. RAPGC reserves the right to reverse - without prior notice - any erroneous transmissions. You must bank with a financial institution capable of processing these electronic transfers.

Please complete the enclosed Authorization for Electronic Funds Disbursement form. Keep a copy for your records and forward the original completed form to:

THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY
CHIEF FINANCIAL OFFICER
1301 McCormick Drive, Suite 4100
Largo, Maryland 20774

If you have any questions or concerns, please contact our Chief Financial Officer by email megraves@co.pg.md.us or telephone 301.955.0772). Thank you and we look forward to working with you.

**USE THIS SAMPLE CHECK FORMAT AS A GUIDE TO DETERMINE
THE ACCOUNT NUMBER AND THE NINE-DIGIT ROUTING NUMBER**

JOHN DOE
123 MAIN STREET PH. (000)000-0000
ANYTOWN, USA 12345

DATE _____

PAY TO THE ORDER OF _____ \$ _____

Anybank USA
Anytown, USA

MEMO _____

123456789 123456 0597

Bank Routing Number Account Number Check Number

RAPGC OF PRINCE GEORGE'S COUNTY
CHIEF FINANCIAL OFFICER
1301 McCormick Drive, Suite 4100, Largo, Maryland 20774
Voice: 301.955.0772 Email: megraves@co.pg.md.us

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APPENDIX I (continued)

PRIVACY ACT STATEMENT

The following information is being provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used to start/stop payment data by electronic means to the referenced financial institution. Failure to provide correct or complete information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

CONTRACTOR/PAYEE INFORMATION

Action: Start_____ Stop_____ Federal TIN/SSN_____

Legal Name_____ Business Name (if different) _____

Address _____ City _____ State ____ Zip _____

Remittance Address (if different) _____

Contact _____ Title _____

Voice _____ Email _____ Fax _____

FINANCIAL INSTITUTION

Name of Bank _____ Account Title _____

Address _____ City _____ State ____ Zip _____

Contact _____ Telephone _____

Account Number _____ Checking _____ Savings _____

Nine-digit Routing No: _____

CONDITIONS AND AUTHORIZATION

I acknowledge that this form has been completed to the best of my knowledge. I understand that in the event of an erroneous payment, the County reserves the right to reverse a transfer and further understand that failure to provide accurate information could result in a forfeit of this payment method. I certify that I am a multiple payment Contractor of at least five payments and will provide the County with my Contractor number on all correspondence. I must communicate any changes in the financial institution(s) or account(s) to the County within five business days of the new information becoming effective. I understand that this payment method is governed by County policy that may periodically change without prior notice. I hereby authorize Prince George's County to electronically transfer payments due to the referenced business enterprise for goods or services rendered to the County.

Officer Name _____ Title _____

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APPENDIX J

Certification of Assurance of Compliance Regarding Suspension and Debarment

General

A Certification of Compliance with the Rule for Suspension and Debarment is required of bidders or prospective Contractors receiving a contract or award from RAPGC of Prince George's County. Receipt of such certification shall be a prerequisite to the award of contract and payment thereof.

Certification of Bidder

I (We) am an authorized representative and hereby certify that our firm, as producer of the goods and/or services to be purchased by RAPGC of Prince George's County has complied with all applicable requirements of the Non-procurement Common Rule For Debarment And Suspension.

Name: _____

Title: _____

Firm Name: _____

Signature: _____ Date: _____

Verification by RAPGC Agent

On _____ the federal website was checked to ensure the above referenced Contractor does not appear on the list of parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Name: _____

Signature: _____ Date: _____

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APPENDIX K

DEFINITION OF COUNTY BUSINESS ENTITY CERTIFICATIONS

- 1) **County-Based Business (CBB):** A SDDD certified business that:
 - a. Requires that its chief executive officer and the highest level managerial employees of the business maintain their offices and perform their managerial functions in the County;
 - b. Files a written certificate that the business is not delinquent in the payment of any County taxes, charges, fees, rents or claims;
 - c. Files a tax return filed with the State of Maryland establishing that the business has operated within the County within the preceding twelve (12) months;
 - d. Files documentation showing that during the preceding twelve (12) months the business has continuously maintained a valid business license or permit;
 - e. Files documentation showing that during the preceding twelve (12) months the business has continuously occupied an office within the County, as its principal place of operation; and
 - f. Files documentation showing that:
 - i. More than fifty percent (50%) of the business' full-time employees are County residents; or
 - ii. The owners of more than fifty percent (50%) of the business are County residents; or
 - iii. More than (fifty percent) 50% of the assets of the business, excluding bank accounts, are located in the County; or
 - iv. More than (fifty percent) 50% of the total sales or other revenues of the business are derived from transactions of the business in the County.
- 2) **County-Based Small Business (CBSB):** A SDDD certified business that meets the requirements of:
 - a. County-Based Business; and:
 - i. MDOT Small Business (as defined herein); or
 - ii. SBA Small Business (as defined herein).
- 3) **County-Located Business (CLB):**
 - a. SDDD certified business that:
 - i. Has a County office, but is not a County-based business; and either:
 1. has at least five (5) FTE ("full-time equivalent") employees in the County office for the full duration of the County office's lease; or
 2. has at least three (3) FTE employees in the County office, with at least two (2) of the FTE employees being County residents, for the full duration of the County office's lease; or
 3. if such business has an ownership interest in the building containing the County office, has at least three (3) FTE employees in the County office for the full duration of the business's ownership interest in the building.
- 4) **MDOT Small Business:** A business, other than a broker, which meets the following criteria:
 - a. It is independently owned and operated
 - b. It is not a subsidiary of another firm;
 - c. It is not dominant in its field of operation;
 - d. With respect to employees, either:
 - (i) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
 - (ii) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;

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- (iii) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (iv) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (v) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
 - (vi) Its architectural and engineering services did not employ more than 100 persons in its most recently completed 3 fiscal years; and
 - e. With respect to gross sales:
 - (i) The gross sales of its wholesale operations did not exceed an average of \$ 4,000,000 in its most recently completed 3 fiscal years;
 - (ii) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - (iii) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - (iv) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
 - (v) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and
 - (vi) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.
- 5) **Minority Business Enterprise (MBE):** An SDDD certified business:
- a. Which is at least fifty-one percent (51%) owned by one or more 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; and
 - b. Whose general management and daily business affairs and essential productive operations are controlled by one or more minority individuals; and
 - c. Which has been certified by SDDD.
- 6) **Minority Individual:** Those who have been subjected to prejudice or cultural bias because of their identity as a member of a group in terms of race, color, ethnic origin, or gender, without regard to their individual capabilities. Minority individuals are limited to members of the following groups:
- a. African Americans (Black Americans), which includes persons having origins in any of the Black racial groups of Africa;
 - b. Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - c. Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - d. Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - e. Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - f. Females, regardless of race, ethnicity or origin; and
 - g. Veterans and Service Disabled Veterans.
- 7) **SBA Small Business:** A business that meets the average number of employees and average annual receipts size standards for its NAICS codes and that:

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- a. Is organized for profit;
- b. Has a place of business in the U.S.;
- c. Operates primarily within the U.S. or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor;
- d. Is independently owned and operated; and
- e. Is not dominant in its field on a national basis.