



REQUEST FOR PROPOSALS
REDEVELOPMENT AUTHORITY OF PRINCE
GEORGE'S COUNTY
RFP NO. 2025-06

Development Opportunity
29 Bayou Avenue Capitol Heights, MD 20743

The Timeline

Redevelopment Authority of Prince George's County (RDA) will endeavor to follow the timetable set forth below; however, the activities and timetable represented below are a guideline only and are subject to change at RDA's sole discretion and without prior notice:

<i>Selection Process Timetable (subject to change)</i>	
<i>1. Issuance of RFP</i>	<i>Monday, June 9, 2025</i>
<i>2. Site Tour (10 AM Prompt)</i>	<i>Wednesday, June 25, 2025</i>
<i>3. Pre-Response Question and Answer Period</i>	<i>Monday, June 23, 2025-Monday, July 28, 2025</i>
<i>4.. RFP Proposal Submission Due Date (5:00 PM ET)</i>	<i>Wednesday, August 6, 2025</i>
<i>5. Community Presentation by Development Team</i>	<i>Fall 2025</i>
<i>Respondent Request for Best and Final Offer (If Applicable)</i>	<i>Fall 2025</i>
<i>Best and Final Submission Due Date (If Applicable)</i>	<i>Fall 2025</i>
<i>6. Final Selection of Development Team</i>	<i>Winter 2025-26</i>

Please refer to the RDA Solicitations website for timeline updates.

This document is available from the Redevelopment Authority Webpage at: <https://www.princegeorgescountymd.gov/departments-offices/redevelopment-authority/solicitations/invitation-bids>

Questions regarding this Request for Proposals should be submitted via e-mail only to 29BayouAve@co.pg.md.us. Respondents shall not direct questions to any other person within the RDA except as allowed elsewhere in this RFP. Responses to Respondent questions will be aggregated and posted on the following website: <https://www.princegeorgescountymd.gov/departments-offices/redevelopment-authority/solicitations/invitation-bids>

THIS REQUEST FOR PROPOSALS MAY BE TERMINATED AT ANY TIME AT THE SOLE OPTION OF RDA WITHOUT RECOURSE TO ANY RESPONDENT OR OTHER PERSON. RESPONDENTS SUBMIT THEIR PROPOSALS AT THEIR SOLE COST AND RISK.

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SECTION I: INTRODUCTION

1.1 SUMMARY STATEMENT

The Town of Capitol Heights (the “Town” or “ToCH”), by and through the Redevelopment Authority of Prince George’s, a public body corporate and politic, existing under the laws of the State of Maryland (“RDA”), is hereby soliciting proposals (each a “Proposal” and collectively “Proposals”) from qualified developers or development teams (a “Developer,” also referred to herein each a “Respondent” and collectively “Respondents”) that encompass the goals set out in this RFP, pursuant to either a (1) ground lease of no less than fifty (50) years or (2) a fee simple conveyance, to design, finance, construct and/or manage a mixed-use / residential development on an approximate 1.05-acre (or 45,738 square feet) parcel located at 29 Bayou Avenue, Capitol Heights, MD 20743 (the “Development Parcel” or “Site”). The Development Parcel is nestled in the bustling Town of Capitol Heights and is about a tenth of a mile away from the Capitol Heights metro station.

Respondents are required to conduct their own due diligence, including title research of the Development Parcel, environmental review, geo-technical, and any other property condition-related assessments, and incorporate all findings into their Proposal. The Development Parcel will be conveyed **“as is, where is, with all faults”** without any representations or warranties by ToCH or RDA. The proposed design concept, development plans and schedule shall further reflect the important value of the Site to the surrounding community and embody the following characteristics:

- Maximize affordable housing;
- High architectural design quality;
- Uses that are compatible with and leverage surrounding neighborhood development;
- Responsiveness to community and stakeholder preferences;
- Supports local and county economic development priorities by attracting new jobs, businesses and housing that generates net new state, county and local tax revenue;
- Sustainable and energy efficient buildings;
- Equitable inclusion and participation;
- A transit-oriented development that reflects the Development Parcel’s proximity to multiple public transit options; and
- Maximize opportunities for Small, Minority, County-Based and County-Located Businesses in Prince George’s County (“CBSB”) as well as minority owned- businesses (MBE) participation in the development team composition.

The Respondents that present the most innovative, comprehensive, and community supported solution may be “short listed” and/or a “best and final” proposal may be requested before a final selection is made.

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1.2 PROPOSAL CLOSING DATE

Proposals must be received, and time stamped by RDA no later than **Wednesday, August 6, 2025**, at 5:00 pm Eastern Standard Time (EST). See “**SECTION IV: PROPOSAL SUBMITTALS**” for more details.

Late proposals will not be considered. Respondents mailing proposals should allow sufficient mail delivery time to ensure timely receipt by RDA.

The Respondents shall pay any shipping/delivery charges, as applicable, for all documents submitted.

1.3 PRE-REPONSES INFORMATION SESSION AND SITE VISIT

RDA will conduct a site visit at the 29 Bayou Avenue, Capitol Heights, MD 20743, at 10 am EST prompt on Wednesday, June 25, 2025. Attendance at the pre-response information session is not mandatory but is strongly recommended.

The tentative schedule for the Pre-Response Information Session and Site Visit is as follows:

- 9:45 – 10:00 am: Arrive and Check-in
- 10:00 – 11:00 am: Information and Site Walk

Respondents can RSVP by Monday, June 23, 2025, by emailing 29BayouAve@co.pg.md.us. with the name, organization, phone number, and email address of the attendee.

All questions regarding this RFP must be submitted via e-mail only to 29BayouAve@co.pg.md.us. Respondents shall not direct questions to any other person within RDA except as allowed elsewhere in this RFP.

Responses to Respondent questions will be aggregated and posted on the RDA website: <https://www.princegeorgescountymd.gov/departments-offices/redevelopment-authority/solicitations/invitation-bids>. **Phone calls or faxed questions will not be accepted. All questions and answers will be posted to the RDA website no later than ten business days prior to the proposal submission date.** All potential respondents are responsible for checking the RDA website for any addendums.

1.4 PROPOSAL ACCEPTANCE

RDA 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, when such irregularities are considered to be in the best interest of RDA. A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a proposal or variation of a proposal

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from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other respondents. The defect or variation is immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the project or services being delivered. Further, The Town of Capitol Heights (and/or RDA on its behalf) reserves the right to make a whole award, partial award, or no award at all. **Responses that do not meet the following requirements will be deemed “Non-Responsive” and will not be considered for evaluation.**

1.5 DURATION OF PROPOSAL OFFER

Proposals are to be held valid for six (6) months following the proposal submission date for this Request for Proposals, during which time respondents may not withdraw or materially modify their proposals without forfeiting their proposal security. This period may be extended by mutual written agreement between the Respondents and ToCH.

If, at any time after Selection, the selected Respondent does not wish to proceed with the Project, then Respondent must notify RDA and ToCH in writing and provide reasons for its decision. The selected Respondent wishing to withdraw may be subject to the loss of part or all or any deposits previously provided to the ToCH or to RDA on its behalf and may be responsible for certain costs previously waived by the ToCH, in addition to any other remedies available to the ToCH under the executed disposition agreement, if any, or by law.

1.6 NOTICE TO RESPONDENTS

Before submitting a proposal, Respondents are to completely familiarize themselves with the requirements of the solicitation. Failure to do so will not relieve the Respondent of responsibility to fully perform in accordance with the requirements set forth herein. 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 the items and conditions referred to herein.

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 Respondent's capabilities and description of the offer to meet the requirements of this RFP. RDA and ToCH shall not be liable for any costs incurred by any Respondent with respect to their preparation of a Submission or their negotiation of the Land Disposition and Development Agreement and related final documentation. Each Developer and each Selected Developer shall bear all its/their own costs in that regard.

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2.2 ADDENDA TO THE REQUEST FOR PROPOSAL

If it becomes necessary to revise any part of this RFP, an addenda will be provided on the Redevelopment Authority's website. It is the responsibility of all potential respondents to regularly check the Redevelopment Authority of Prince George's County (RDA) website for any addendums.

2.3 ORAL PRESENTATIONS

The Redevelopment Authority reserves the right to conduct individual interviews with finalists and to request best and final offers from any or all finalists. Those Respondents may be required to provide oral presentations to discuss their proposed development plan, answer questions from the Proposal Analysis Group (PAG) and/or ToCH, and/or clarify their technical submittal. For the avoidance of doubt, Respondent's presentation and any follow-on responses to questions asked by the community may not include any statements or information beyond that included in Respondent's Proposal, to the extent practicable and any such statements may be disregarded as outside the scope of Respondent's Proposal. Explanatory statements are permitted.

2.4 CONFIDENTIALITY/PROPRIETARY INFORMATION

Respondents must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information, unless the content of the document falls within a specific exemption category (e.g., trade secrets and commercial or financial information obtained from outside the government, to the extent that disclosure would result in substantial harm to the competitive position of the person from whom the information was obtained) and must provide justification why such material should not, upon request, be disclosed by RDA in accordance with the General Provisions Article (GP), §§ 4-101 through 4-601, Maryland Annotated Code. Respondents 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).

Designating materials as confidential does not guarantee protection from disclosure under the Maryland Public Information Act. Respondent assumes the risk in the event that Respondent fails to adequately identify information that is confidential.

2.5 ALLOWANCE OF IN-HOUSE WORK

No section or portion of this RFP or the Contract shall be construed or interpreted to preclude RDA from accomplishing any task or undertaking of any operation or project utilizing its own work force and that of any owner's representative.

2.6 AFFIDAVITS, CERTIFICATIONS AND AFFIRMATIONS

Respondents are required to submit with their proposal certain certifications, affirmations, and affidavits. These forms, which should be completed by all Respondents, are included as **Appendix A** of this RFP.

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SECTION III: SCOPE AND REQUIREMENTS

3.1 BACKGROUND/PROJECT DESCRIPTION

The Redevelopment Authority of Prince George’s County’s (RDA) goal is to contribute to the creation of a diverse and vibrant economy and living environment for Prince George's County, using community building techniques and providing responsible and responsive development and redevelopment that is designed to enhance quality of life, balanced growth, and job creation for diverse, sustainable communities.

In late 2023, the Town of Capitol Heights (ToCH), identified one site to use as a pilot project to kickstart a robust plan to add significant density to the Blue Line Corridor initiative. The initiative is an opportunity to create a dense, multi-modal, amenity-rich, active commercial corridor along the Blue Line Metro. It seeks to create diverse communities and environmentally sustainable development that serves the needs of a wide range of households.

The vision for the Development Site is to initiate a long-term plan to revitalize this transit-oriented located property. ToCH envisions the new development to fit seamlessly into the Capitol Heights community, providing appropriate diversity of housing sizes, amenities and uses that complement the existing residential neighborhood by utilizing its underdeveloped land portfolio to build a development with a creative mix of uses and financially advantageous strategies.

Community Description

The Town of Capitol Heights is in Prince George’s County, Maryland bordering the Nation’s Capital, Washington, DC, and is one of 27 incorporated municipalities in the state of Maryland. The Town of Capitol Heights boasts “green” open spaces alongside well-tended subdivisions and vibrant, comfortable living areas.

According to the 2020 US Census, there were 4,050 people, 1,593 households and 1,014 families residing in the ToCH. The population density was 5,047.3 inhabitants per square mile (1,948.8/km²). There were 1,603 housing units at an average density of 1,955.2 per square mile (754.9/km²). The racial makeup of the town is 2.9% White, 82% African American, 0.1% Native American, 0.1% Asian, 8.6% from other races, and 5.4% from two or more races. Hispanic or Latino of any race account for 13.2% of the population. ToCH maintains a hometown feel while providing the advantages of being in close proximity to Washington DC, and Virginia. A variety of employment prospects and the service of Capitol Heights Elementary School, and six (6) feeder schools serving K-4 through 12th grade make ToCH a perfect place for individuals and families.

Fig 1. Blue Line Corridor Boundary Map

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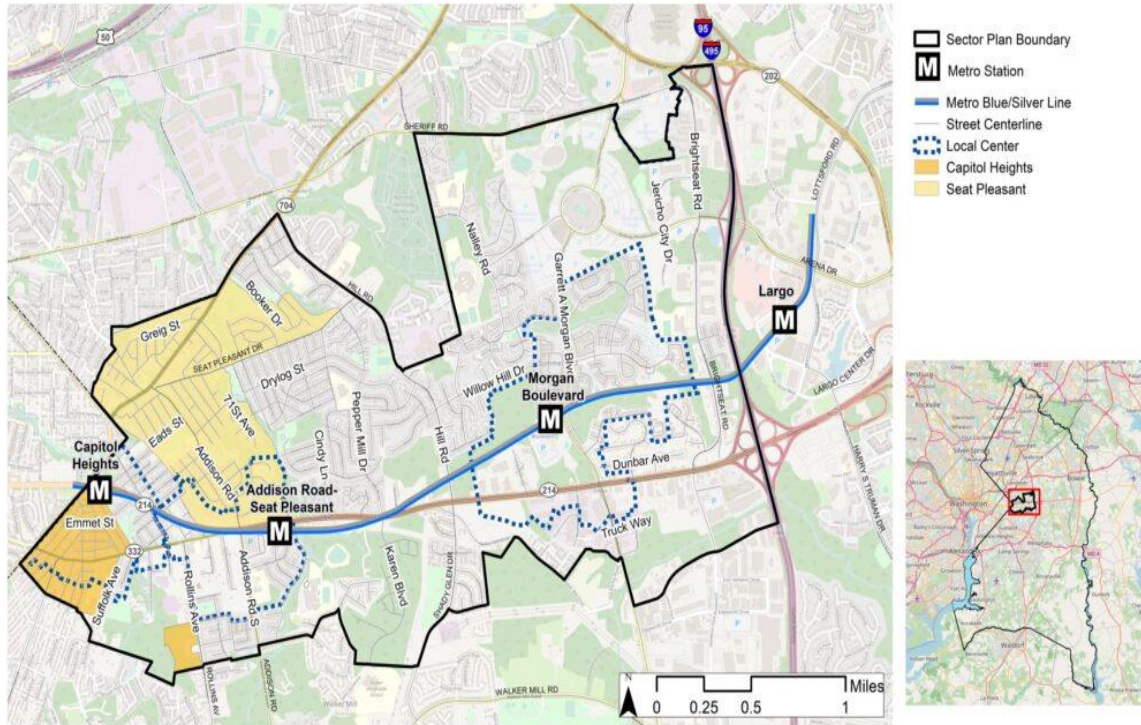


Figure 1: Blue Line Corridor Map

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Fig 2. Development Boundary

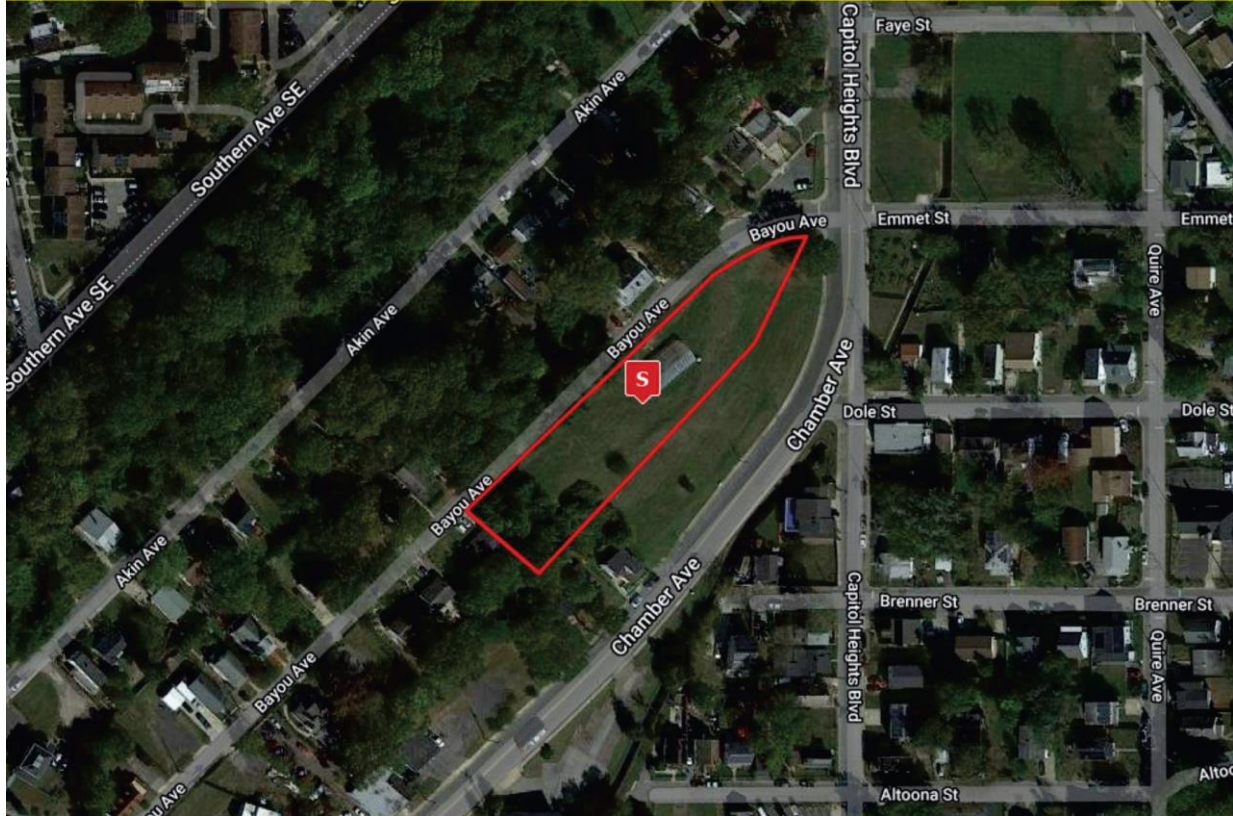


Figure 2: Development Parcel Map (Not to Scale)

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3.2 SITE DESCRIPTION

The vacant Development Site at Bayou Avenue will be new construction of an affordable family mixed-use development. The site is an approximate 1.05 acres or 45,738 square feet located at 29 Bayou Avenue, Capitol Heights, Maryland 20743. See attached Attorney Opinion Letter in **Appendix B**.

Development Site Plan

The 29 Bayou Avenue Development is a pilot project in the ToCH's new Collaborative RFP process. Therefore, it is critical that any proposed development include the desired goals and attempts to incorporate as many community objectives to the extent practicable. Based on feedback received the ToCH, residents and community members desire a project that reflects the important value of these sites to the neighborhood and embody the following characteristics:

- Architectural images of the proposed project to show how it complements the neighborhood character and establishes a signature gateway on this visible corner;
- If a residential use is proposed, affordable and mixed-income residential, including deeply affordable units, workforce units and senior units;
- Residential development should include a mix of unit types and sizes across multiple income levels and affordable units must be substantially similar to market rate units and in compliance with regulatory requirements;
- Opportunities for homeownership;
- A commitment to build to the highest density allowable for the Site;
- Neither RDA nor ToCH shall provide any public subsidy, funding, or financial assistance to fill funding gaps or shortfalls;
- Sustainability Features that meet or exceed green building requirements

RDA seeks a developer that will develop the Site in keeping with the goals set out in this RFP and will accept both matter-of-right and Detailed Site Plan ("DSP") development proposals. However, RDA encourages Respondents to submit DSP development proposals that maximize the density of the Development Parcel.

The Respondents that present the most innovative, comprehensive, and community supported solution may be "short listed" and/or a "best and final" proposal may be requested before a final selection is made.

Zoning

The Subject site is located within the Residential, Single-Family-Attached (RSF-A) Zone and the Local Transit-Oriented-Edge (LTO-e) zoning district. The purposes of the Residential, Single-Family-

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Site Condition

As-Is Condition

The Development Parcel shall be conveyed in “as-is” condition, without representation or warranty by RDA or ToCH as to physical or environmental condition of the land or any existing structures, including without limitation, any warranties regarding zoning compliance, permitted uses, title, utilities, soil conditions, or presence of hazardous materials.

Soil or Subsurface Conditions

RDA and ToCH make no representations regarding the character or extent of soil or subsurface conditions or the existence of utilities that may be encountered during the course of any work, development, or construction upon, or occupancy of, the Development Parcel.

Environmental Remediation

The selected Respondent shall be responsible **at its sole cost and liability** for any environmental remediation that may be associated with removal or disturbance of existing conditions during due diligence performed by Respondent, or any other activity undertaken or performed by Respondent on the Development Parcel. Respondent will be obligated to indemnify RDA and ToCH for any environmental remediation activities on the Site.

SECTION IV: PROPOSAL SUBMITTALS

All Proposals must be submitted by 5:00 PM EST on **Wednesday, August 6, 2025**. Five (5) hard copies of the response (all marked “COPY”), one (1) electronic version of the response, and the RFP deposit shall be submitted by **5:00 P.M. on August 6, 2025**. Adherence to the deadline is essential. **Incomplete applications or those submitted after the deadline will not be accepted.**

Uploaded electronic files should use the following naming convention: “**29 Bayou Avenue 2025 RFP Response – [Team Name] – [File Type]-[Date]**”. It should be sent to 29BayouAvenue@co.pg.md.us.

The hard copies, electronic copy and RFP deposit must be marked with “29 Bayou Avenue 2025 RFP - [Team-Name]” on the box or envelope and delivered to the following address by the submission deadline above:

Redevelopment Authority of Prince George’s County
9200 Basil Court | Suite 504
Largo, MD 20774
Attn: Ashlee N. Green
Project Manager

A copy of the Letter of Credit (described in Section 5.6 below) is required to be uploaded with a Respondent’s electronic proposal, and with the original hardcopy provided to RDA.

4.1 TECHNICAL PROPOSAL FORMAT OUTLINE

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Each technical proposal shall have the following sections prominently displayed:

1. Transmittal Letter
2. Title
3. Table of Contents
4. Understanding of Request
5. Developer's Relevant Qualifications and Experience
6. Project Concept
7. Developer /Team Description, Organizational Structure and Capacity
8. Statement of Minimum Terms
9. Proposal Project Narrative and Description – including Conceptual Architectural Design, Conceptual Site Plan, Project Schedule and Milestones, Financial Strategy and Financial Return to ToCH)
10. Local, Minority Business Participation and Equitable Inclusion
11. Community and Stakeholder Outreach
12. Exceptions or Restrictions
13. Affidavits, Certifications and Affirmation
14. No Conflicts of Interest
15. No Pending Litigation
16. Certification of Good Standing

4.2 FORMAT DESCRIPTION

Each proposal shall conform to the following order and format.

All responses must meet the following format requirements:

- Response shall be prepared on 8 ½" x 11" letter-size paper, bound lengthwise, with tabs to separate sections.
- Respondents must respond to each RFP item in the order outlined below in the "Technical Proposal Format Outline" section. Each subsection must be separated by tabs with sub-section headings.
- Responses must not exceed a total of fifty-five (55) pages, excluding labeled separator pages and appendices.

4.2.1 Transmittal Letter: The proposal shall include a transmittal letter prepared on the Respondent's business stationery. The purpose is to transmit the proposal; therefore, it should be brief.

The transmittal letter shall not exceed two (2) pages. The transmittal letter shall highlight the following key components of Respondent's Proposal: (i) Articulate the vision for the Development Parcel; (ii) State how RDA, ToCH and the surrounding community will benefit from the Project (i.e., economic impact, participation, job creation, etc.); (iii) Describe how the Project fits within the existing neighborhood fabric.

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The letter must be signed in ink by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal.

4.2.2 Title Page: Each proposal shall begin with a Title Page. It should display the words **“RFP NO. 2025-06”**. It should also have the name of the company, and name, title, business address and telephone number of the person authorized to obligate the Respondent.

4.2.3 Table of Contents: The proposal should contain a **“TABLE OF CONTENTS”** with page numbers indicated.

4.2.4 Understanding of Request: This section shall summarize the Respondent's understanding of the request and requirements, include site analysis and understanding of the community and neighborhood. The Respondent may add any additional information to help RDA determine that the Respondent is qualified.

4.2.5 Developer's Relevant Qualification and Experience: The Respondent must demonstrate experience with facilitating successful projects of similar scope and quality. RDA and ToCH will look for a minimum level of experience to be demonstrated including but not limited to the following:

- 1) Respondent, its member entities, and/or key personnel have successfully served in lead developer roles for completed projects of a similar scale and scope to the Project proposed by Respondent.
- 2) Experienced in, preferably, at least three (3) completed projects of similar size and quality as envisioned; including project overall size and by type of use (e.g., for-sale or rental multifamily, or residential apartments), overall construction cost, major tenants, absorption, current photos of site, and the current occupancy and ownership of these projects. Include a description, location and a brief summary of the past projects.
- 3) Evidence of sufficient organizational capability to ensure successful and timely delivery of the Project.
- 4) Financial resources and commitments to both acquire or ground lease and develop the Development Parcel as provided in financial statements, evidence of equity and debt financing, or other similar demonstration.

4.2.6 Developer's Project Concept: Respondent shall identify and describe in detail the elements of its proposed development. Respondent must submit a development plan, which must include a concept design and construction schedule. Consistent with AIA's description available on the Internet, “The primary goal for the concept design phase is to establish the vision for the project and test whether the team's project vision can be effectively implemented on the site within the project schedule and budget.”

- 1) A project narrative indicating the scope of work, scale and character of the Project, proposed solutions to any potential obstacles to development disclosed in this RFP or discovered while performing any preliminary due diligence investigations of the Development Parcel;
- 2) Respondent's zoning strategies for the Project, including a detailed explanation and justification for any proposed zoning variance, map amendment, or detailed site plan. If applicable, Respondent

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should provide a schedule that fully describes each step in the approval process necessary for entitlements assumed in the Proposal;

- 3) The estimated maximum gross on-site FAR above grade, including a delineation of FAR by use;
- 4) A visual representation of the proposed development and schematic plans that convey design and material intent, including typical materials planned to be used. For each structure proposed, Respondent shall include a basement plan, ground floor plan, typical floor plan and roof plan, and elevations of front, side, and rear views. Such visual representation need not be elaborate or costly but must provide a clear picture of the proposed result. If possible, provide color renderings or three-dimensional graphics for better understanding of the Project Concept;
- 5) A landscape plan showing the typical landscape materials planned to be used on the Development Parcel and in the public realm, including street furnishings, lighting, landscape, and streetscape elements; and
- 6) Evidence of market demand and rent/sales projections for each use contemplated in the Project Concept.

4.2.7 Developer /Team Description, Organizational Structure and Capacity:

- A. Legal Name of the proposed development entity.
- B. Proposed form/structure of the proposed development entity (e.g., corporation, partnership, limited liability company (LLC), individual, joint venture, not-for-profit, etc.)
- C. Date Established (to include constituent firms/partners/team members if a joint venture is proposed).
- D. Subsidiary status or affiliation with any other/parent entity including the name and address of and the relationship to the parent or partner as well as identification of its key officers.
- E. Names, addresses, title of position and the nature and extent of the interest of the officers:
 - i. For corporations: The officers, director or trustees, and each stockholder owning any class of stock and each person's percentage ownership.
 - ii. For not-for-profit organizations: The members who constitute the board of trustees or board of directors, or similar governing body.
 - iii. For partnerships or limited liability corporations: Each partner or member, whether a general or limited partner or member, and either the percent of interest or a description of the character and extent of interest.
 - iv. For joint ventures: Each participant and either the percent of interest or a description of the character and extent of interest. If the joint venture partners are corporations or partnerships, then the information for such firms each should be provided.
 - v. For any other type of entity, each officer, owner and members of governing body and each person's percentage ownership.
- F. Proposed organizational chart identifying the Developer's functions, roles and responsibilities.
- G. Developer team partners, and/or consultants proposed to deliver the project including their relevant experience and a clear description of their roles and responsibilities (e.g. Architect/Engineer, Economic/Financial consultant, Counsel, Construction,

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leasing/management, etc.); key staff and roles with individual resumes not exceeding one page, if included.

- H. Anticipated general and tentative development/construction schedule. It is recognized that several factors that impact any expected schedule may be outside of the prospective Developer's direct control and that a mutually agreed upon schedule would be part of a development agreement. However, this information will assist RDA and ToCH in assessing a prospective Developer's experience with a project of this type and insight into how the prospective Developer proposes to manage the Project process to successful completion.
- I. The number, location and magnitude of projects currently on the prospective Developer's work plan for the next two calendar years.

4.2.8 Proposed Financing Strategy: In determining economic feasibility, Respondent should take into account all available sources of financing (e.g., tax credits) or other private or federal assistance that may benefit the project. RDA and ToCH will not guarantee any public subsidy to fill any funding gaps or shortfalls, and the Respondents will be evaluated in part on the feasibility of the strategy proposed. Respondent shall provide:

- i. Respondent's equity commitment to the project and the timing/disbursement of that commitment;
- ii. A proposed project financing strategy, including a comprehensive listing of all anticipated sources of construction and permanent financing (including interest rates; amortization type and period; ex-ante returns on assets and equity, and internal rate of return; covenants; coverage ratios; and all other relevant information);
- iii. Detailed description of which, if any, federal government funding sources the Respondent intends to attract to the project;
- iv. Satisfactory evidence of Respondent's ability to secure project debt and equity, including commitment letters from prospective investors;
- v. Comprehensive listing of all uses of the funding sources for the Project;
- vi. Detailed developer profit/fees structure; and
- vii. A minimum ten-year operating pro forma with clear assumptions and sensitivity analyses.

4.2.9 Financial Capacity: RDA seeks to evaluate Respondent's ability and willingness to invest sponsor equity and self-fund project predevelopment costs (Respondent should note that all such money expended is at the sole risk of the Respondent and under no circumstances shall RDA or ToCH be responsible to reimburse the same). Therefore, Respondent shall include the following items:

- i. A description of the financial capacity of Respondent's team members (including proposed tenants), including: (i) audited financial statements for the past three years, (ii) current balance sheets and profit and loss statements, (iii) written evidence of existing lines of credit and uncommitted discretionary sources of equity, (iv) bank references, and (v) any other material financial information demonstrating capacity to complete the project; and

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- ii. A description of the amount of sponsor equity committed to the transfer of the Development Parcel and construction of the project.

4.2.10 Project Schedule: Respondent shall identify and describe a timetable and milestones from award through project completion. Respondent is required to complete and submit with its response a completed “Schedule of Performance” in the form attached in Exhibit 4.

4.2.11 Proposal Project Narrative and Description: Respondents must submit a narrative description of the proposed project. It should include a description of how the project enhances the overall Capitol Heights neighborhood. The submittal must include proposed or representative architectural designs, a conceptual site plan, and a proposed schedule with major milestones. The Respondent also must submit a detailed financing plan as described in Section 4.2.8 above. The Respondent should also describe the social, economic, and environmental benefits of their proposed project. Describe the unit mix you are proposing. Describe what are the on-site and off-site amenities that are being offered. Describe the ownership entity. Provide the anticipated sales price/monthly rents by unit type. Define the boundaries of the target market area and your understanding of the target market area demographics. Describe the affordable housing target area market competitors. Describe any opportunities for multigenerational spaces or collaborations you would include. Describe any age or income restrictions.

Respondent must highlight its qualifications and experience in developing sustainable projects, if any, in its Proposal. Further, Respondent is encouraged to exceed the basic legal requirements and strive to achieve deeper levels of energy efficiency, greenhouse gas emissions reductions, and climate resilience. Thus, Respondent must include a detailed description of how its Proposal meets or exceeds the County’s sustainability goals. In addition, Respondent must include a LEED/EGC checklist indicating that the proposed improvements will achieve LEED/EGC certification at the appropriate LEED certification level per the requirements of the Green Building Act and/or Respondent’s commitment to exceed such requirements.

The Respondent must submit a detailed schedule of all proposed financial returns to ToCH, including but not limited to: purchase price or ground lease payments, percentage rent (if applicable), profit sharing arrangements, community benefit payments, and any other forms of compensation. The timing, amount, and conditions for each payment must be clearly specified.

Note Regarding Pre-development, Development & Operating Costs: The selected Respondent shall be solely responsible for all pre-development (including, but not limited to, possible demolition of existing improvements, environmental remediation costs, and due diligence studies such as traffic, geotechnical, stormwater management, historic preservation reviews, and other site preparations), project development or redevelopment costs; and

The selected Respondent shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time. The selected Respondent shall be required to utilize the Prince George’s County mandated a Third-Party Plan Review

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Program for the review and approval of building plans and documents through the Department of Permitting, Inspections and Enforcement (DPIE), which streamlines and expedites plan reviews and the permitting processes. The selected Respondent shall be responsible for all costs associated with utilizing the Third-Party Plan Review Program.

4.2.12 Local, Minority Business Participation and Equitable Inclusion: RDA requires a minimum of 40% participation (measured by total contract value) from County-Based Small Businesses, County-Based Minority Business Enterprises (MBE), County-Based Businesses, Certified County Based Non-Profit Entities, Certified County Located Businesses, and Minority Business Enterprises (MBE) during all phases of the project. The selected Respondent must submit quarterly reports documenting compliance with these requirements. Failure to meet these requirements may result in financial penalties or default under the development agreement., including design, development, contracting, subcontracting, marketing, and sales and leasing. Respondents should identify all team members and equity partners that are certified Minority Business Enterprises or local businesses with the County. Further, a plan to hire additional County and MBE enterprises beyond those listed in the Proposal should be submitted. Experience working with local and MBE companies should be submitted.

4.2.13 Statement of Minimum Terms: Respondent shall complete the Statement of Minimum Terms attached as **Appendix C**, which shall serve as the basis for negotiations of a disposition agreement with the selected Respondent. Respondent may propose both or either of a ground lease and/or the purchase of the fee interest of the Development Parcel for the ToCH's consideration.

4.2.14 Community & Stakeholder Outreach:

RDA is committed to maximizing community benefits for its residents and expects Respondent to consider and incorporate stakeholder and community preferences into its Proposal, to the extent practicable. In view of this commitment, Respondent must present:

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

4.2.15 Marketing and Demand Strategy: The Respondent should submit a detailed description of the post-award marketing approach and strategies to creating desire for the housing product type(s) offered. Respondent will identify strategies and their approach to creating demand for the product being marketed. Respondent will be expected to work closely with ToCH to ensure integration of their plans and strategies developed and approved by ToCH.

4.2.16 Exceptions or Restrictions: Should the Respondent take exception to any provision or requirement of this RFP; it must be clearly indicated in this section with specific alternative language

The Redevelopment Authority of Prince George’s County (RDA)

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proposed. RDA and the ToCH reserve the right to reject any exception that materially alter the terms of this RFP.

4.2.17 Affidavits, Certifications, and Affirmation: The Respondent is required to submit with the proposal certain certifications, affirmations, and affidavits. These forms must be completed by all Respondents. (See **Appendix A**)

4.2.18 No Conflicts of Interest: The Respondent is required to make a statement of no knowledge of any potential conflicts of interests with RDA, the County or ToCH.

4.2.19 No Pending Litigation: The Respondent must affirm that they are not party to any pending litigation against RDA, the County or ToCH.

4.2.20 Certificate of Good Standing: The Respondent must provide a Certificate of Good Standing from the State of Maryland.

SECTION V: EVALUATION AND SELECTION PROCESS

5.1 SELECTION PROCESS

The Proposal that best meets the RDA and ToCH requirements in this solicitation including the development objectives described herein will be selected.

5.2 EVALUATION AND SELECTION COMMITTEE

The Proposal Analysis Group (“PAG”) will evaluate all proposals received by the closing deadline. The composition of the PAG will be determined by RDA and ToCH, in their sole discretion. RDA and/or the PAG may consult with professional consultants, advisors, and other stakeholders for technical assistance at its discretion. RDA and/or the PAG will evaluate each response, taking into account the information provided in response to the RFP and the best interests of ToCH.

5.3 QUALIFYING PROPOSALS

The PAG shall first review each Proposal for compliance with the requirements of this RFP as set forth in this RFP. Failure to comply with any material requirements of this procurement shall disqualify a Respondent’s Proposal, unless such non-compliance is waived in writing by RDA. RDA reserves the right to waive a requirement and/or minor irregularities when it is in RDA’s or ToCH’s best interest to do so. RDA also reserves the right to request supplemental information from Respondents during the evaluation period.

5.4 EVALUATION CRITERIA

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After determining compliance with the requirements of this RFP, the PAG shall conduct its evaluation of the technical and cost merit of the Proposals. Each proposal received as a result of this RFP shall be subject to the same review and evaluation process. The following criteria will be used in the evaluation of submitted Proposals:

The Project: Evaluation criteria include the overall economic impact of the project, the design, the development program, and the consistency with neighborhood plans and zoning. Proposals that go above the requirements receive the higher score in this category.	30 Points
Development Team Capacity: Evaluation criteria include demonstrated experience of the project team to complete projects similar to what is being proposed the project (10 points) . Financial capability will be based upon the development team equity, sources and uses budget, and audited financial statements. (10 points) .	20 Points
Local, Minority Business Participation, Equitable Inclusion: The higher the level of local, minority business participation and equitable inclusion, the higher the score in this category.	15 Points
Local Non-Profit Involvement: The higher the level of county based non-profit participation, the higher the score in this category.	10 Points
Stakeholder and Community Engagement: RDA is committed to maximizing community benefits for its residents and expects Respondents to consider and incorporate stakeholder and community preferences into their project, to the extent practical. In view of this commitment, Respondents must present: <ul style="list-style-type: none">• A detailed description of the activities and strategies completed to date that demonstrate the Respondent's efforts to work with the local community and stakeholders to ensure their meaningful involvement in the submitted response; and• A description of the post-award approach and strategies to working with the local community and stakeholders to ensure their meaningful involvement in the development process.	10 Points
Statement of Minimum Terms: Offer reasonable approach and clear methodology for determining value to ToCH. The greater the financial return offered and the earlier that financial return is offered to the TOCH, the higher the score in this category. Respondents shall complete the Term Sheet attached as Appendix C, which Term Sheet shall serve as the basis for negotiations of a disposition agreement	5 Points

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with the selected Respondent. The Development Team may propose both or either a ground lease and/or the purchase of a fee interest of the Development Parcels for RDA's consideration.	
Marketing Strategy: Evaluation criteria include the thoroughness of the marketing strategy and approach to creating desire and demand for product.	5 Points
Responsiveness to the RFP: Evaluation criteria include the level clarity and presentation in meeting the objectives of the proposal.	5 Points
TOTAL	100 POINTS

5.5 FINAL RANKING AND SELECTION

Based on the PAG's initial review of proposals, RDA may invite, without cost to itself, ranking finalists to make a presentation to the PAG of their proposal and their capabilities as a further consideration in the selection process. RDA and ToCH reserve the right to make an award with or without negotiations or to request best and final offers. Any negotiations shall be completed within ninety (90) days of the initial award notification, unless in its sole discretion extended in writing by RDA and ToCH. Only those Respondents who are deemed to be reasonably susceptible of being selected for award shall be offered the opportunity to participate in this process. RDA also reserves the right to request supplemental information including, but not limited to, audited and unaudited financial statements of all equity partners, key personnel background information, and detailed project timelines. Failure to provide the requested information within 10 business days may result in disqualification.

The evaluation criteria contained herein shall be scored by the PAG based upon the stated weight factors for each evaluation criteria. The PAG will make recommendations to the Executive Director of RDA and the Mayor of ToCH for award of the exclusive rights to negotiate a Land Disposition and Development Agreement (LDDA) with ToCH, based on the terms of the Respondent's submission.

There is no binding agreement between the selected Developer and ToCH until the Town Council of Capitol Heights has approved the negotiated LDDA. Prior to such approval, ToCH shall have no obligations or liability whatsoever to the selected Developer.

5.6 DEPOSIT

RFP Submission Deposit:

Amount: \$25,000

Format: Standby, irrevocable letter of credit (See **Appendix D** for form.)

Due At: RFP response submission

*Additional \$25,000 deposits will be required upon notification of selection and upon execution of the LDDA.

The Redevelopment Authority of Prince George's County (RDA)

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29 Bayou Avenue Capitol Heights, MD 20743***

Conditions: If a Respondent's response is not selected, the letter of credit shall be returned to the Respondent. If a Respondent's response is selected, the letter of credit will be considered a non-refundable deposit, only to be returned upon the Respondent's successful completion of closing as determined by RDA through the terms of the disposition agreement. If the selected Respondent fails to proceed to closing or defaults on any pre-closing obligations, ToCH shall be entitled to immediately draw upon the full amount of the letter of credit as liquidated damages, without prejudice to any other remedies available to ToCH.

5.7 PROPOSALS PROPERTY

All proposals submitted in response to this Request for Proposals become the property of RDA and ToCH and may be appended to any formal documentation which would further define or expand the contractual relationship between ToCH and the successful Respondent. While ToCH will use reasonable efforts to maintain the confidentiality of proprietary information clearly marked as such, all submissions may be subject to disclosure as required by the Maryland Public Information Act and other applicable public records laws.

APPENDIX A-1

VENDORS OATH AND CERTIFICATION

Pursuant to Subtitle 10, Section 10A-110 of the Prince George's County Code, the Purchasing Agent requests as a matter of law that any contractor receiving a contract or award from Prince George's County, Maryland, 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 the County 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: _____

APPENDIX A-2

STATEMENT OF OWNERSHIP AND RESPONDENT 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 Prince George's County.

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 of Incorporation

1. Full name and address of business
City and State Zip
Business Phone Number

2. Is the business incorporated? yes no

3. Other names used by business i.e., Trading As or D/B/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 ten percent (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.

Residence Name	Office	Date Office Business/Address	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).

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

6. List the names and residence address 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 _____, 2024.

Signed by Preparer

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

1. I am the _____ of _____
a party interested in obtaining a contract with Prince George's County 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
Name (Printed)

I am the _____ of

_____ and that
Title and Business Entity

_____ who signed the above Affidavit/ Statement of Ownership
Name (Printed)

is _____ of said entity; that
Title

I know his/her signature, and his/her signature thereto is genuine; and that the above Affidavit/Statement of Ownership 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 Ownership are true to the best of my knowledge, information and belief.

_____ (SEAL)
(Name Printed)

_____ (SEAL)
(Signature)

_____ (SEAL)
Corporate Seal (as applicable)

APPENDIX A-3

Local, Minority Business Participation and Equitable Inclusion

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-

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

Located Businesses (CLB) See Appendix K for Definitions of Certified Businesses.

FORM NO. 1 (continued)

SUPPLIER UTILIZATION PLAN for PROPOSAL

Part 2

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

INSTRUCTIONS: LIST ALL BUSINESS ENTITIES OTHER THAN OFFEROR THAT WILL PERFORM

WORK UNDER THIS CONTRACT, INCLUDING LOWER TIER SUBCONTRACTORS

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

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 _____ (“Developer”) is awarded a (Insert Developer’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 RDA 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 eight (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, Maryland, which shall have exclusive jurisdiction over such disputes. 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: _____

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 _____ ("Developer") is awarded a contract under RFP No. _____ for _____, Developer'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

EQUITABLE INCLUSION PRIORITY FORM

<p>Section 1.</p> <p>General Information</p>	<p>1. Development Parcel _____</p> <p>2. Respondent _____</p> <p>3. Does Respondent include one or more entities that meet the requirements as indicated in the “Equitable Inclusion Priority” sub-section of the “Equitable Development Focus” section of the RFP?</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
	<p>Complete Section 2 and the table below only if the answer to Section 1, #3 is YES</p>
<p>Section 2.</p> <p>Equitable Inclusion Priority Entity</p>	<p>4. Total Equity Participation Percentage to meet the Equitable Inclusion Priority (the sum of equity participation in the table below): _____</p> <p>5. I certify that the entity or entities listed in the table below are certified as Prince George’s County-Based Small Business (CBSB); County-Based Business (CBB); County-Located Business (CLB) and/or Minority Business Enterprise (MBE) Certification or led by or majority controlled by individuals designated as socially disadvantaged in accordance with the requirements found under 13 C.F.R. §124.103.</p> <p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>Section 3.</p> <p>Declaration</p>	<p>I declare, certify, verify, attest, and state that this form and any supporting documents are true and correct to the best of my knowledge and belief. Pursuant to Criminal Penalties for False Statements Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any Department of the United States Government.</p>
	<p>Signature: _____ Date: _____</p> <p>Print Name: _____ Title: _____</p>

Equity Participation Percentage Table (instructions below)							
ENTITY NAME	STREET ADDRESS	ZIP CODE	A. (Y OR N?)	B. (Y OR N?)	C. (Y OR N?)	D. (Y OR N?)	EQUITY PERCENTAGE (%)
TOTAL EQUITY PARTICIPATION PERCENTAGE							

Equity Participation Percentage Table instructions:

- If Respondent is comprised of one or more entities that meet the requirements for the Equitable Inclusion Priority, the Respondent should complete this table to identify each such entity.
- Answer “Yes” or “No” to all designations that apply to each entity
 - A. Black Americans
 - B. Hispanic Americans
 - C. Individuals who are members of other groups for which a rebuttable presumption exists that the individuals are socially disadvantaged (13 C.F.R. §124.103(b)(1))
 - D. Individuals who establish social disadvantage by a preponderance of the evidence (13 C.F.R. §124.103(c))
- Equity Percentage = The percentage of equity participation in the Proposal for each entity listed

APPENDIX B: ATTORNEY OPINION LETTER

LAW OFFICES OF
G. RUSSELL DONALDSON, P.A.
ATTORNEYS AND COUNSELORS AT LAW

2200 DEFENSE HIGHWAY • SUITE 309
CROFTON, MARYLAND 21114
410-451-7100 • 410-451-7238 FAX

G. RUSSELL DONALDSON, ESQ.

ALISON E. CURTIS, PARALEGAL

MEMBER MARYLAND BAR
SE HABLA ESPAÑOL

September 30, 2024

Prince George's County
Redevelopment Authority
9200 Basil Court
Suite 504
Largo, MD 20774
Attn: Ashlee Green,
Real Estate Development Project and
Program Manager
RE: Mayor and Common Council of Capitol Heights Maryland
Proposed Development of Lots abutting Bayou Avenue

Dear Ms. Green,

I hereby certify that I have carefully examined title to the hereinafter described property and all matters of record and in my opinion, title is good and marketable in fee simple. Said Fee Simple is vested in:

**MAYOR AND COMMON COUNCIL, TOWN OF CAPITOL HEIGHTS, MARYLAND, a
Municipality.**

LEGAL DESCRIPTION: All that property situated in Prince George's County, State of Maryland and described as follows:

**See Attached Exhibit "A"
LEGAL DESCRIPTION**

ENCUMBERANCES: All properties are owned free and clear of record.

LIENS: All properties are clear of record.

RESTRICTIONS:

Property 1: Subject to the terms and conditions of Covenants as contained in a Deed recorded in Liber 1063, folio 192.

Property 2: Subject to terms and conditions of Covenants as contained in a Deed recorded in Liber 108, folio 180.

Property 3: Subject to the terms and conditions of Covenants as contained in a Deed recorded in Liber 106, folio 374.

Property 4.: Subject to the terms and conditions of Covenants as contained in a Deed recorded in Liber 106, folio 192.

Property 5: Subject to the terms and conditions of Covenants as contained in a Deed recorded in Liber 49, folio 595.

Property 6: Subject to the terms and conditions of Covenants as contained in a Deed recorded in Liber 49, folio 595.

Property 7: None

Property 8: Subject to the terms and conditions of Covenants as contained in a Deed recorded in Liber 60, folio 386

Property 9: Subject to the terms and conditions of Covenants as contained in a Deed recorded in Liber 50, folio 572.

ADDITIONAL RIGHTS OF WAY:

Property 1: None

Property 2: None

Property 3: None

Property 4: None

Property 5: None

Property 6: None

Property 7: None

Property 8: None

Property 9: Subject to the terms and conditions contained in an Easement, Right of Way, Agreement with Prince George's County, as recorded in Liber 5986, folio 928.

FISCAL YEAR 2024/25 REAL ESTATE TAXES:

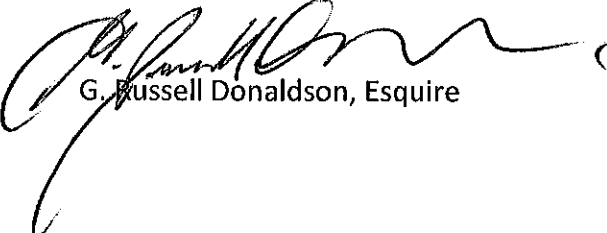
There is a \$290.00 annual Capitol Heights Town Tax assessed on all 9 of the properties. The Town Tax Bill runs concurrently the annual real estate tax bill: Fiscal year begins 07/01 and ends 06/30 of each and every year. The 2024/25 Capitol Heights Town Tax is due and owing on all 9 properties.

The information provided was obtained through Prince George's County Land Records as reflected and verified through September 16, 2024.

This Opinion of Title does not certify against actual and potential, but, unrecorded liens or any state of facts which would be disclosed by a modern and accurate survey of the herein described properties.

The Law Office of G. Russell Donaldson, PA, and G. Russell Donaldson, Esq., the undersigned attorney, make no representations, affirmations, guarantees, warranties, or authentications as to any signatures contained upon any of the reviewed documentation. The Law Offices of G. Russell Donaldson, PA and G. Russell Donaldson, Esq., make no representations, affirmations, guarantees, warranties or other authentications as to any matter or issue not specifically referenced herein. This Opinion of Title is limited to the review of the public records that are currently publicly available records at the time of this review in compliance with Maryland Law and the Attorney Opinion as to the true and accurate copies of the originals obtained from such public records. No party, other than the addressee, may rely upon this Attorney Opinion of Title.

Very Truly Yours,



G. Russell Donaldson, Esquire

EXHIBIT A

File No.: 24-5630-MD

LEGAL DESCRIPTION

ALL that certain lot, parcel or tract of land, situate and lying in the City/County of Prince George's, State of Maryland, and being more particularly described as follows:

Property 1:

Being known and designated as Lots Numbered TWENTY-FOUR (24) and TWENTY-FIVE (25) in Block Numbered Eleven (11), in the subdivision known as "OTWAY B. ZANTZINGER'S SUBDIVISION OF CAPITOL HEIGHTS, Section 1", per plat thereof recorded in Liber JWB 5, at plat 676 and re-recorded in Plat Book A, at plat 74. 18th Election District. Assessed as containing 4,000 square feet of land, more or less.

Being all of the same property conveyed unto The Mayor and Common Council of Capitol Heights, Maryland from Albert M. Cahn, in Deed dated March 28, 1985 and recorded among the Land Records of Prince George's County, Maryland on April 14, 1985 in Liber 6079, folio 50.

Tax Account No.: 18-2000313

Property 2:

Lots Numbered TEN (10) and ELEVEN (11) in Block Numbered Fourteen (14), in the subdivision known as, " OTWAY B. ZANTZINGER'S SUBDIVISION OF CAPITOL HEIGHTS", as per plat thereof recorded among the Land Records of Prince George's County, Maryland in Plat Book A, at Plats 74, 75, and 76. 18th Election District. Assessed as containing 4,000 square feet of land, more or less.

Being all of the same property conveyed unto Mayor and Common Council, Town of Capitol Heights, Maryland from George Aloupis and Harry Aloupis, by Deed dated August 29, 1985 and recorded among the Land Records of Prince George's County, Maryland on September 18, 1985 in Liber 61747, folio 414.

Tax Account No.: 18-2010643

Property 3:

Lots Numbered FIVE (5), SIX (6), SEVEN (7), EIGHT (8), and NINE (9) in Block Numbered Fourteen (14) in the subdivision known as "OTWAY B. ZANTZINGER'S SUBDIVISION OF CAPITOL HEIGHTS", as per Plat recorded in Plat Book JWB-5, Plat Nos. 676-677, and re-recorded in Plat Book A, at plat 75 among the Land Records of Prince George's County, Maryland. Being in the 18th Election District of said County. Assessed as containing 11,500 square feet of land, more or less.

Being all of the same property conveyed unto Mayor and Common Council of Capitol Heights from Leasing & Development Corporation of America, Inc. by Deed dated September 26, 1978 and recorded among the Land Records of Prince George's County, Maryland on September 27, 1978 in Liber 4994, folio 913.

Tax Account No.: 18-2080141

*** Note: square footage as shown in the assessment includes 1500 square feet of an abandoned street.

Property 4:

Lot Numbered TWENTY-TWO (22) and TWENTY-THREE (23) in Block Numbered ELEVEN (11) in the subdivision known as, "OTWAY B. ZANTZINGER'S SUBDIVISION OF CAPITOL HEIGHTS SECTION ", as per plat thereof recorded among the Land Records of Prince George's County, Maryland in Liber J.W.B. 5 at folio 676 and re-recorded in Plat Book A at plat 74. 18th Election District. Assessed as containing 5,500 square feet of land more or less.

Being all of the same property conveyed unto Mayor and Common Council of the Town of Capitol Heights, Maryland from Howard G. Huffman, M. Inez Matthies, Herman Huffman, H. Dean Huffman, Hubert E. Huffman and L. Wayne Huffman by Deed dated May 14, 1985 and recorded among the Land Records of Prince George's County, Maryland on June 19, 1985 in Liber 6121, folio 60.

Tax Account No.: 18-2044972

** Note: Assessed square footage includes 1500 square feet of an abandoned street.

Property 5:

Lots Numbered TWENTY-SIX (26) and TWENTY-SEVEN (27) in Block Numbered Eleven (11) in the subdivision known as, "OTWAY B. ZANTZINGER'S SUBDIVISION OF CAPITOL HEIGHTS SECTION 1", as per plat thereof recorded among the Land Records of Prince George's County, Maryland in Liber J.W.B. 5 at folio 76 and re-recorded in Plat Book A at plat 74. 18th Election District. Assessed as containing 4,000 square feet of land, more or less.

Being all of the same property conveyed unto Mayor and Common Council of the Town of Capitol Heights, Maryland from Marion H. Bassett by Deed dated May 14, 1985 and recorded among the Land Records of Prince George's County, Maryland on May 31, 1985 in Liber 6109, folio 688.

Tax Account No.: 18-1989656

Property 6:

Lots Numbered TWENTY-EIGHT (28), TWENTY-NINE (29) and THIRTY (30) in Block Numbered Eleven (11) in the subdivision known as "OTWAY B. ZANTZINGERS SUBDIVISION OF CAPITOL HEIGHTS", as per Plat recorded in Plat Book JWB-5, Plat Nos. 676-677, and re-recorded in Plat Book A, Plat Nos. 74-76, among the Land Records of Prince George's County, Maryland. Being in the 18th Election District. Assessed as containing 6,000 square feet of land, more or less.

Being all of the same land conveyed unto Mayor and Common Council, Town of Capitol Heights, Maryland from Leasing & Development Corporation of America, Inc. by Deed dated September 26, 1978 and recorded among the Land Records of Prince George's County, Maryland on September 27, 1978 in Liber 4994, folio 907.

Tax Account No.: 18-2041747

Property 7:

Lots Numbered THIRTY-ONE (31) and THIRTY-TWO (32), both inclusive, in Block Numbered Eleven (11) in the subdivision known as "OTWAY B. ZANTZINGER'S SUBDIVISION OF CAPITOL HEIGHTS", as per Plat recorded in Plat Book JWB-5, Plat Nos. 676-677, and re-recorded in Plat Book A, Plat No. 74, among the Land Records of Prince George's County, Maryland, and being in the 18th Election District of said County. Assessed as containing 4,000 square feet of land, more or less.

Being PART of the property conveyed unto Mayor and Common Council of Capitol Heights from Anthony E. Zamer, Jr., Ethel J. Zamer, Frances E. Schurian and William H. Price by Deed dated April 18, 1984 and recorded among the Land Records of Prince George's County, Maryland on May 7, 1984 in Liber 5888, folio 671.

Tax Account No.: 18-2065985

Property 8:

Lots Numbered THIRTY-THREE (33) through THIRTY-SEVEN (37), both inclusive, in Block Numbered Eleven (11) in the subdivision known as "OTWAY B. ZANTZINGER'S SUBDIVISION OF CAPITOL HEIGHTS", as per Plat recorded in Plat Book JWB-5, Plat Nos. 676-677, and re-recorded in Plat Book A, Plat No. 74, among the Land Records of Prince George's County, Maryland, and being in the 18th Election District of said County. Assessed as containing 7,555 square feet of land, more or less.

Being PART of the property conveyed unto Mayor and Common Council of Capitol Heights, from Anthony E. Zamer, Jr., Ethel J. Zamer, Frances E. Schurian and William H. Price by Deed dated April 18, 1984 and recorded among the Land Records of Prince George's County, Maryland on May 7, 1984 in Liber 5855, folio 671.

Tax Account No.: 18-2065977

Property 9:

Parcel 1:

Being part of Lots 3, 4, 38, and 39, in Block 11 in the subdivision known as "Otway B. Zantzinger's Subdivision of Capitol Heights" recorded among the Land Records of Prince George's County, Maryland, in Plat Book J.W.B. 5 at Plat 676, re-recorded in Plat Book A at Plat 75. Being more particularly described as follows:

Beginning at a point at the southeast corner of Lot 4 along the property line dividing Lots 4 and 5. Said point being 35 feet from approximate centerline station 2+82, Capitol Heights Boulevard as shown on the attached right of way plat, the following courses and distances:

1. N 89 degrees 59'45" W, 39.72 feet to a point at the common corner of Lots 4, 5, 37, and 38; thence proceeding along the property line which divides Lots 37 and 38,
2. N 45 degrees 05'57" W, 29.85 feet to a point; thence running through said Lots 38, 39, and 3 along the arc of a curve deflecting to the left. Said curve having a radius of 160.90 feet, a long chord bearing and

distance N 81 degrees 43'07" E, 46.28 feet,

3. An arc distance of 46.44 feet to a point 20 feet left of centerline station 1 + 02.93 Bayou Avenue; thence

4. S 49 degrees 04'54" E, 19.85 feet to a point; thence

5. S 00 degrees 00'48" E, 14.80 feet to the point of beginning. Containing 1,269 square feet of land, more or less.

Parcel II

Being parts of Lots 8 and 9 in Block 11, in the sub-division known as "Otway B. Zantzinger's subdivision of Capitol Heights" recorded in plat Book J.W.B. 5 at Plat 676, re-recorded in Plat Book A at Plat 75. Being more particularly described as follows:

Beginning at a point 25 feet left of centerline station 9+27.62, said point also being 29.62 feet from the southeast corner of Lot 9; thence along the property line which divides Lots 9 and 10.

1. N 89 degrees 59'45" W, 67.42 feet to a point at the south-west corner of Lot 9; thence

2. N 22 degrees 32'15" E, 43.30 feet to a point at the north-west corner of Lot 8. Said line also being the rear property line of Lots 33 and 34, Block 11, in said subdivision; thence along the property line which divides Lots 7 and 8, Block 11,

3. S 89 degrees 59'45" E, 60.51 feet to a point 25 feet left of centerline station 9+71.88 Capitol Heights Boulevard; thence going through the said Lots 8 and 9 along the arc of a curve deflecting to the right. Said curve having a radius of 325.08 feet, a long chord bearing and distance S 13 degrees 7'39" W, 41.07 feet,

4. An arc distance of 41.10 feet to the point of beginning. Containing 2,569 square feet of land, more or less.

The aforesaid lots are subject to slope easements for Capitol Heights Boulevard and Bayou Avenue as shown on the attached right of way plats.

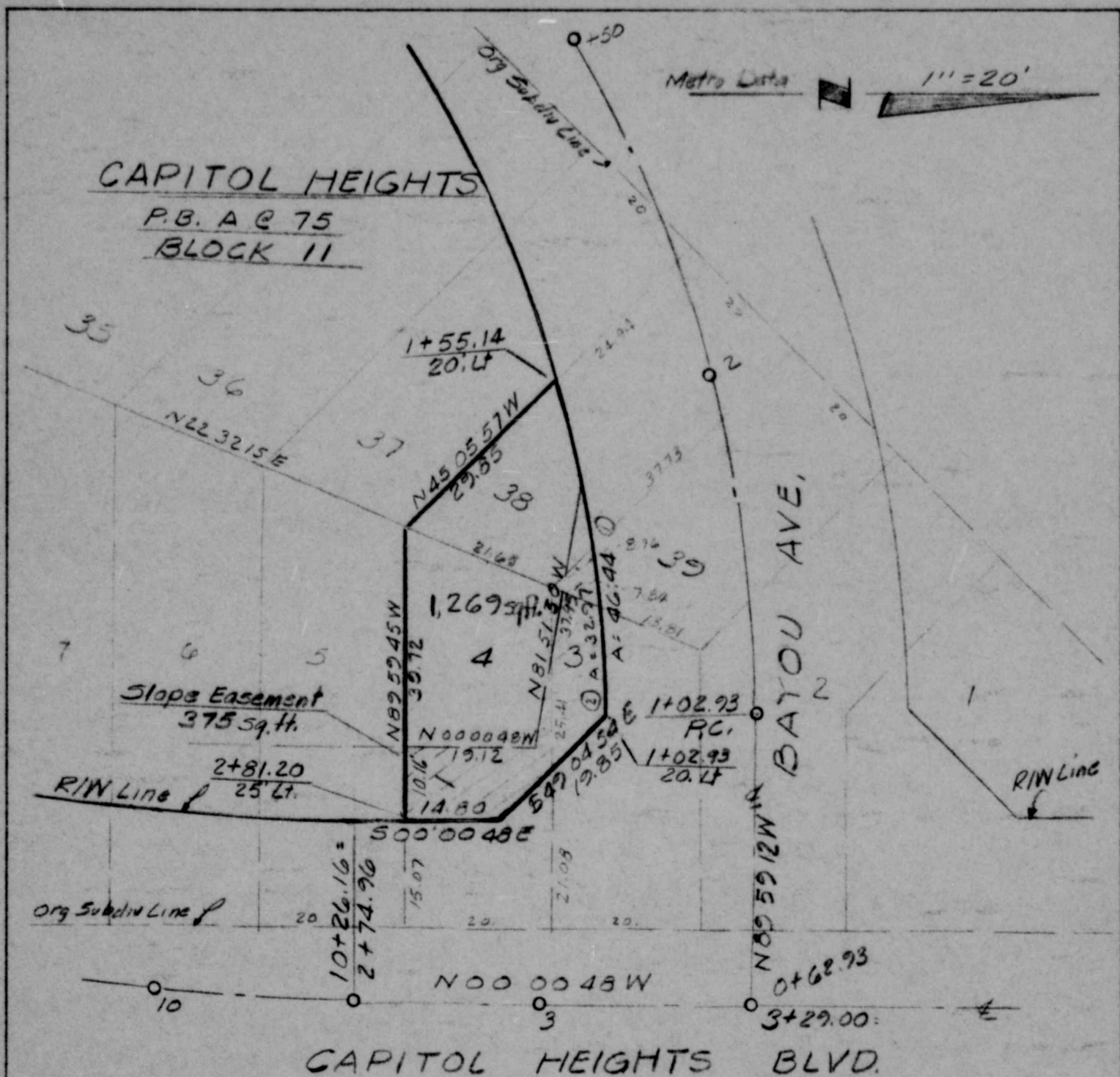
The residue of said Lots 3, 4, 8, 9, 38, and 39 are to remain within the public right of ways for Bayou Avenue and Capitol Heights Boulevard as described on Prince George's County Right of Way Plat No. 1345 on file in Prince George's County Government.

Being all of the same property conveyed unto The Mayor & Common Council, Town of Capitol Heights from Prince George's County, Maryland by Deed dated October 11, 1984 and recorded among the Land Records of Prince George's County, Maryland on October 16, 1984 in Liber 5986, folio 928.

Tax Account No.: 18-2024438: As to Part of Lots 3 & 4 : Assessed as containing 1,860 square feet of

land, more or less

Tax Account No.: 18-2093870: As to Part of Lots 38 & 39: Assessed as containing 1,860 square feet
of land, more or less



CURVE DATA

	R	Δ	A	T	C	
1	350.08	39°19'44"	240.30	125.10		Capitol Hts. Blvd.
2	180.90	31°40'22"	142.43	75.14		Bayou Av.
3	160.90	16°32'09"	46.44	23.38	46.28	N81°43'07"E
4	"	11°44'28"	32.97	16.54	32.91	N84°06'58"E
5	"	4°46'45"	13.42	6.71	13.42	N87°35'49"E
6	"	3°17'38"	9.25	4.63	9.25	N83°33'38"E
7	"	8°27'46"	23.77	11.90	23.74	N77°40'56"E

RESIDUE AREAS

Lot 4	696 sq.ft.
Lot 3	148 "
Lot 39	32 "
Lot 38	393 "
TOTAL	1296 sqft

REF.

Pr. Geo Cty R/W Plat #1345
" " Con'st Dwg #980-4

Proj B69060

RIGHT OF WAY PLAT

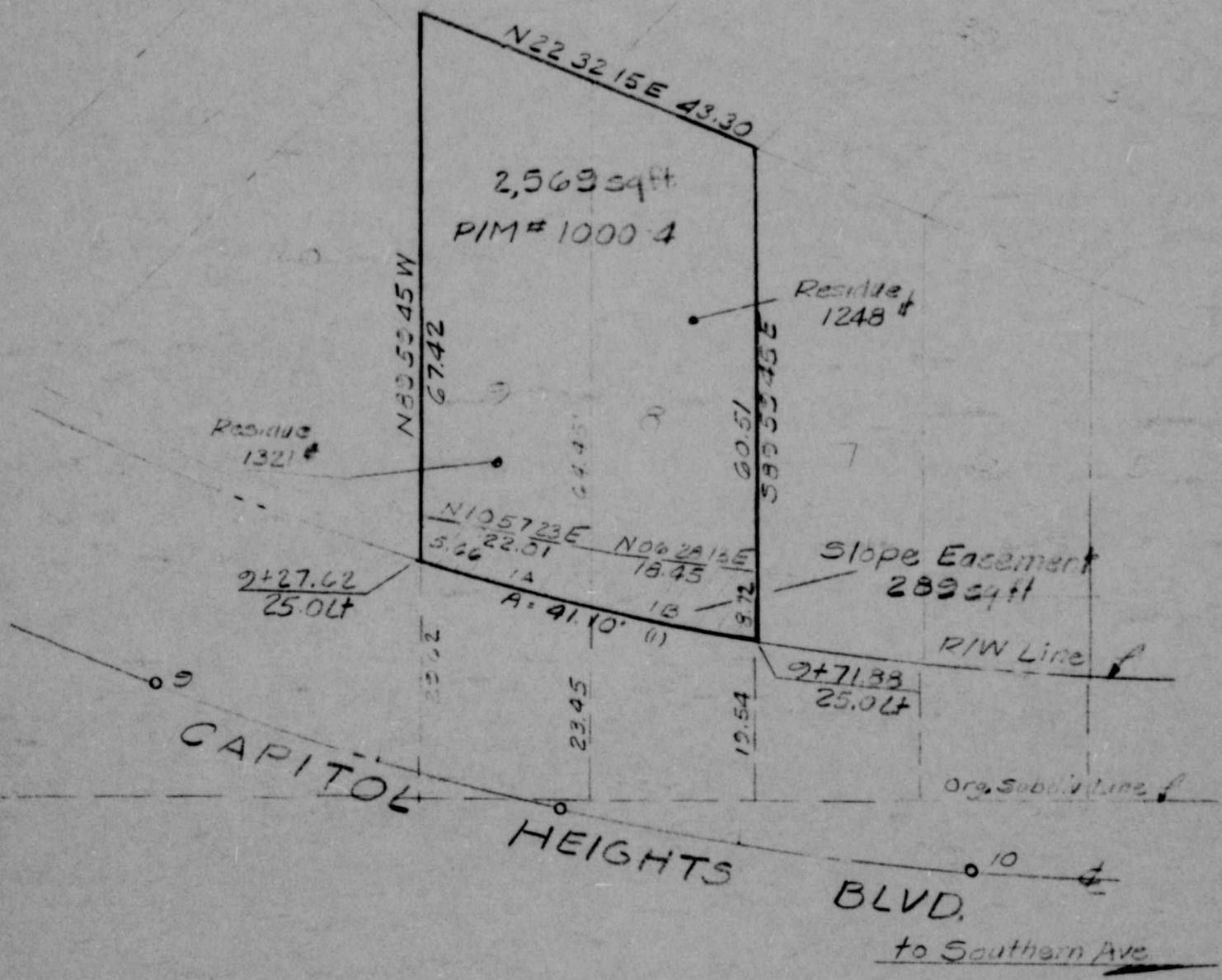
PRINCE GEORGE'S COUNTY, MD.
Residue Lots 3, 4, 38 & 39 Block 11
CAPITOL HEIGHTS
P/M Case #1000-6

DATE: Oct 84' SCALE: 1" = 20'

Metro Datum \overline{II} 1" = 20'

CAPITOL HEIGHTS

P.B. A-75
BIR. II



CURVE DATA

	R	Δ	A	T	C	
1	350.08	39°19'44"	240.30	125.00	235.61	
1A	325.08	7°14'39"	41.10	20.58	41.07	513°07'39"W
1B	"	3°38'56"	20.10	10.55	20.10	
1C	"	3°35'43"	20.40	10.20	20.40	

Ref.
Pr. Geo. Cty. R/W Plat #1345
" " Const Dwg # 980-4

C. J. Jones

Proj. B69060

RIGHT OF WAY PLAT
PRINCE GEORGE'S COUNTY, MD.
Residue Lots 899, Block II CAPITOL HEIGHTS
DATE: Oct 84 SCALE: 1" = 20'

Remit TO:

5986

932

0802

TOWN OF CAPITOL HEIGHTS
1 CAPITOL HEIGHTS BLVD
CAPITOL HEIGHTS, 20743

ATTN: RALPH LANGE

01/10/2006 09:25:25 412932 1000 0.00 0.00

APPENDIX C

STATEMENT OF MINIMUM BUSINESS TERM

Phase I	
Lessor/Seller	The Town of Capitol Heights, acting by and through the Redevelopment Authority of Prince George's County (ToCH) for the development of 29 Bayou, Capitol Heights, Maryland.
Lessee/Purchaser/Developer	Entity Name:
Description of Real Property	The parcels of land known for tax and assessment purposes as: (the " Development Parcel ").
Disposition Structure	The Development Parcel may be conveyed by ToCH to the Respondent via a ground lease term to be determined, but no less than 50 years and no more than 99 years under County Official Code § Section 2-111.01(b)(e)(f), (g), Article 25A, Section 5(B) of the Annotated Code of Maryland. Respondent proposes the following Conveyance Structure:
Disposition Timeline	The disposition timeline must occur within two years of Mayor or ToCH or ToCH Council approval of the Land Disposition and Development Agreement (the " Disposition Agreement ").
Disposition Agreement Payment	In consideration of the ToCH entering into the Disposition Agreement, Developer shall pay to ToCH \$ _____ at the time of executing the disposition agreement (the " Disposition Agreement Payment "). The Disposition Agreement Payment shall be placed in escrow until Closing but shall not be refundable, except in event of ToCH default under the Disposition Agreement.
Closing Payment	In partial consideration of ToCH's conveyance of the Development Parcel to the Developer, Developer shall pay to ToCH \$ _____ at the time of Closing (the " Closing Payment "). The Closing Payment shall not be refundable.
Annual Base Rent (If ground lease)	Developer shall pay to ToCH \$ _____ in annual base rent.
Rent Payment Terms	Rent payments shall commence at Closing. Developer to propose annual payment terms:
Redevelopment and Operational Costs	The Developer shall be solely responsible for all costs related to the redevelopment, including but not limited to predevelopment costs, construction costs, financing costs, and future operation and maintenance costs of the Development Parcel. The Developer shall be solely responsible for the payment of all utilities, permit fees, assessments and taxes relating to the Development Parcel, including, if applicable, possessory interest tax assessed.
Conditions of Closing	In addition to the other ToCH standard conditions of Closing, ToCH's obligation to convey the Development Parcel is conditioned upon: •ToCH's sole approval of the Developer's design, budget and project financing plan. Developer's obtaining financing and equity to fund 100% of the development;

	<ul style="list-style-type: none"> • Developer’s providing the ToCH development and completion guaranties and land note guaranties to the ToCH’s satisfaction; • Developer having received all necessary zoning approvals or any zoning relief deemed necessary to accomplish the Project. • Developer having received all necessary permits and other approvals required for commencing construction of the project.
Developer Financing	Developer shall be responsible for obtaining financing and equity to fund 100% of the development program, including all costs associated with predevelopment. The ToCh agrees to reasonably cooperate with Developer in connection with Developer’s proposed financing of the development program pursuant to a project funding plan (approved by the ToCh), including providing customary documentation confirming the ToCh 's approval of the Project and execution of standard estoppel certificates, provided that such cooperation shall not require the ToCh to incur any material cost or liability. The ToCh shall not be obligated to extend any additional loan to Developer or grant any funds to Developer in connection with the financing of the development program by Developer, and the Town shall incur no liability whatsoever should Developer fail to obtain or close on financing for the Project.
Affordable Housing	<p>In the event that the Development Parcels are being developed as a residential project, the ToCh requires that the development team comply with the applicable zoning, affordable housing requirements, and the requirements of the Disposition of ToCH’s “Land for Affordable Housing (“ADU Requirement”). “</p> <p>Complete per Proposal: Respondent proposes _____% of the housing units will include affordable units, with _____% at _____% AMI; _____% at _____% AMI; _____% at _____% AMI.</p>
Design Review	ToCH shall have the right to approve project plans and drawings related to the design, development, and construction of the improvements on the Development Parcel to ensure the quality and compatibility of the proposed improvements.
Green Building Requirements	<p>Developer must submit with its building permit application a LEED checklist indicating that the Improvements are designed to include sustainable design features such that the Improvements will meet or exceed the standards for certification as a LEED building at the appropriate LEED certification level pursuant to the requirements of the Green Building Act. Developer shall provide evidence of actual LEED certification within twelve (12) months of project completion.</p> <p>Complete per Proposal: Respondent proposes to deliver a project with the following sustainability considerations/green building level: _____</p>
Post-Closing Requirements	Developer shall be bound by the requirements of a Construction & Use Covenant and the Land Note to be attached to the Disposition Agreement, which may be amended with the approval of ToCH.
Phase II	If applicable

<p>Selected Developer Roles & Responsibilities</p>	<p>Following selection, RDA will work with the selected Developer to negotiate the Disposition Agreement, which will include an agreed upon approach to determining land value that will be calculated at financial closing of development site.</p> <p>RDA will engage with the selected Developer in a collaborative process to create a Development Plan for the Site, including the timing of development.</p> <p>In accordance with the LDDA, the Selected Developer will be responsible for:</p> <ul style="list-style-type: none"> •Creating a Development Concept; •Execute a right of entry agreement with the ToCH to allow the selected Developer to begin due diligence and studies on the property. •Determine land value for annual rent (If ground lease) or purchase agreement (If fee simple acquisition); and, •Securing Project entitlements; •Creating and implementing a development plan; •Designing, constructing, funding/financing, operating, and maintaining the development project; •Creating and implementing a stakeholder engagement plan.

The Respondent hereby acknowledges its agreement to be bound to the provisions of this Statement of Minimum Business Terms in the event the Respondent is selected to negotiate for the development and disposition of the Property. The terms of the disposition and/or ground lease shall be consistent with the terms of this Statement unless the Town of Capitol Heights ("ToCH") otherwise agrees in writing, in its sole and absolute discretion. Any material deviation from these terms shall require approval from the Town Council.

RESPONDENT:

BY: _____

Name

Title:

APPENDIX D: FORM OF IRREVOCABLE LETTER OF CREDIT

ISSUER: _____ Date of Issue: _____, 20____
[Name of Bank]
[Bank Address]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [Insert Number]

Beneficiary

Applicant

Town of Capitol Heights,
by and through
Redevelopment Authority of
Prince George's county
9200 Basil Court, Suite 504
Largo, Maryland 20774
Attention: 29 Bayou Project Manager

[Name of Developer]

[Address]

AMOUNT: \$ _____

EXPIRY DATE: [Insert Date] subject to renewal provisions herein

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit [Insert Number]
("Letter of Credit") in favor of Beneficiary for the account of Applicant up to an aggregate amount of
_____ U.S DOLLARS (U.S. \$ _____)

Available for payment when accompanied by the following three items:

1. A draft at sight drawn on [Name of Bank] duly endorsed on its reverse thereof by a duly authorized representative of the Beneficiary, specifically referencing this Letter of Credit Number [Insert Number];
2. The original of this Letter of Credit; and
3. A dated statement issued on the letterhead of Beneficiary, stating: "The amount of this drawing is \$ _____, drawn under Irrevocable Standby Letter of Credit No. [Insert Number] and represents funds due and owing to the Town of Capitol Heights." Such statement shall be conclusive as to such matters and Issuer will accept such statement as binding and correct. Issuer shall have no right, duty, obligation or responsibility to evaluate the performance or nonperformance of any underlying agreement between Applicant and Beneficiary before performing under the terms of this Letter of Credit.

Continues on the next Page

This Letter of Credit shall automatically renew for one year term upon the Anniversary of the expiry date set forth above (The “Anniversary Date”) until [insert date] unless (i) earlier released by Beneficiary in writing or (ii) Issuers delivers written notice to both Applicant and Beneficiary that this Letter of Credit will not be renewed on the Anniversary Date upon which this Letter of Credit will no longer be renewed. Notwithstanding any terms and/or conditions to the contrary, this Letter of Credit will expire no later than [Insert Date].

If a drawing made by Beneficiary under this Letter of Credit reaches the address provided on this Standby Letter of Credit via Courier (including but not limited to FEDEX, DHL, UPS, or other nationally recognized overnight courier service) on or prior to 1:00 PM (Eastern Time) on a Business Day (Defined below) and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds, on the same Business Day. If a drawing is made by Beneficiary under this Letter of Credit after 1:00 pm (Eastern Time) on a Business Day and, provided that such drawing and the statement presented in connection therewith conform to the terms and conditions hereof, payments shall be made to Beneficiary in the amount specified, in immediately available funds on the next Business Day. If requested by Beneficiary, payment under this Letter of Credit may be deposit of immediately available funds into an account designated by Beneficiary. As used herein, the term “Business Day” shall mean any day other than a Saturday, Sunday or a day on which banking institution in the State of Maryland are authorized or required by law to close.

Drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented by the Mayor of Capitol Heights, Town Administrator, Redevelopment Authority of Prince George's County's Executive Director, their successors in office, or their duly authorized representatives, on or before the Expiry Date to Issuer's office at the address of Issuer set forth above.

This undertaking is issued subject to the International Standby Practices 1998 (“ISP98”). As to matters not expressly governed by ISP98, this Letter of Credit is governed by and shall be construed in accordance with the laws of the State of Maryland.

This Letter of Credit set forth in full terms of our undertaking. This undertaking shall not in any way be modified, amended, amplified or incorporated by reference to any document, contract or other agreement, without the express written authorization of Issuer, Beneficiary and Applicant.

Continues on the next Page

[Insert Letter of Credit Number]

Page 3

Should you have occasion to communicate with us regarding the Letter of Credit, kindly direct your communication to the attention of Letters of Credit Dept. to the address aforementioned stating as reference our Standby Letter of Credit Number [Insert Letter of Credit Number].

Truly Yours,

Authorized Signature

Authorized Signature

EXHIBIT 1

SOURCES AND USES BUDGET

(to be submitted by Respondent)

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

Uses: A detailed project budget that breaks down all costs to be incurred to construct new improvements on the Development Parcel including hard costs (including base building costs, contingencies, furniture, fixture, and equipment costs, etc.); softs costs (including architecture fees, engineering fees, professional service fees, development fees, etc.); and acquisition and financing costs.

Sources: A breakdown of all funds to be obtained (including equity, debt, fundraised capital, non-TOCH funding, etc.) for the payment of the Uses in the project.

Sources and Uses must not show any gaps or shortfalls. Neither RDA nor TOCH will provide any public subsidy to fill any funding gaps or shortfalls, whether identified in the initial proposal or arising during development. Any such gaps or shortfalls shall be the sole responsibility of the Respondent.

EXHIBIT 2

PROJECT DEVELOPMENT AND OPERATING PRO FORMA– (to be submitted by Respondent)

In order to prove the economic viability of the construction and operation of the proposed project, Respondent shall provide a detailed, line-item, fully functional Microsoft Excel development and operating pro forma for all income-producing uses proposed to be operated out of the building from pre-development through stabilization and for 10 years beyond the projected stabilization year. At a minimum, the pro forma should include a summary sheet, a detailed development budget, and a cash flow sheet.

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

EXHIBIT 3

PROPOSED FINANCING STRATEGY

(to be submitted by Respondent)

In determining economic feasibility, Respondent must identify and pursue all available sources of financing (including but not limited to tax credits, private financing, and federal assistance) that may benefit the project. Respondent shall demonstrate thorough exploration of all such financing sources in their proposal. RDA or ToCH will not be providing any public subsidy to fill any funding gaps or shortfalls. Respondents should provide:

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

EXHIBIT 4: SCHEDULE OF PERFORMANCE
(to be submitted by Respondent)

PROJECT SCHEDULE

Identify and describe a timetable and milestones from award through project completion.

MILESTONE	TARGET COMPLETION DATE	PARTY RESPONSIBLE
Final Selection & Notice	BY WINTER 2025	RDA / ToCH
Submission of Disposition Agreement and supporting exhibits		Developer
Execution of Disposition Agreement (subject to approval of surplus and disposition legislation)		ToCH & Developer
Submission of Disposition Escrow / Performance Agreement Payment		Developer
Due Diligence Period		Developer
Conceptual design, Design and Preconstruction Phase		Developer
Submission of entitlement application(s) (if applicable) to DMPED for review and approval		Developer
Permit Drawing Submission to ToCH		Developer
Permit Drawing Submission to DPIE		Developer
Closing and Submission of Closing Payment		Developer
Construction Commencement		Developer
Substantial Completion of Construction of project		Developer
The Final Completion Date		Developer
Certificate of Occupancy Issued		Developer

Attachment: Economic Development Agenda by LISC

This document is provided for contextual information. Please see the link below.

[DC LISC Blue Line Corridor Inclusive Economic Development Agenda](#)