

REQUEST FOR PROPOSALS **NO. RA-BSU-MU-10-2025**



Development of a Mixed-Use Campus Village adjacent to the Bowie State University Maryland Area Regional Commuter (MARC) Train Station

**Special accommodation for those with differing abilities are available by calling
(301) 772-2060.**

Release Date: October 31, 2025

Submission Deadline: January 30, 2026, at 5:00 p.m. EST

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I. EXECUTIVE SUMMARY

In furtherance of County Executive Braveboy's strategic plans for economic development, the **Revenue Authority of Prince George's County ("RVA" and/or "Revenue Authority")** invites qualified developers to submit proposals for the creation of a Mixed-Use Transit Village adjacent to the **Bowie State University Maryland Area Regional Commuter Train Station ("BSU MARC Station")**. This 93-acre, **Transit-Oriented Development ("TOD")** site represents a premier opportunity to deliver a vibrant, connected community that blends university innovation with modern housing, retail and sustainable design. To achieve the bold vision of **Elevating Prince George's County** through smart, collaborative development, this project must drive inclusive economic growth. Key project initiatives will focus on advancing institutional growth, catalyzing private investment, and enhancing local mobility, all while ensuring equitable participation and environmental stewardship.

II. OVERVIEW

The Revenue Authority, on behalf of **Prince George's County, Maryland ("County")**, requests proposals for the multi-phased development of a mixed-use, transit-oriented village, which may encompass housing, commercial/retail, recreational and/or institutional uses ("**Project**"). The Project site, which is adjacent to the **Bowie State University Maryland Area Regional Commuter Train Station ("BSU MARC Station")** and 13900 Jericho Park Road in Bowie, Maryland, is comprised of approximately 93.35 acres (the "Project Site") of County owned land. The **Maryland Department of Transportation ("MDOT")** and the County designated the BSU MARC Station as a TOD site.

The Revenue Authority seeks qualified and creative developers ("**Respondents**") to this Request for Proposals ("**RFP**"), with demonstrated experience, organizational skills, and the financial capacity to plan, develop, and manage projects of a similar type and scope to the Project.

As the County's leading economic development and public financing entity, the Revenue Authority will serve as the coordinating agency for this transformative public-private partnership. The project aligns with the County's commitment to inclusive prosperity, local participation, and environmental resilience as articulated in *Plan Prince George's 2035* and the *2024 Prince George's County Climate Action Implementation Strategy Plan*.

The BSU MARC Transit Village will serve as a gateway to higher education, innovation, and economic opportunity – strengthening the connection between Bowie State University, surrounding communities, and the region's transportation network.

a. Revenue Authority of Prince George's County Investment

The Revenue Authority has earmarked **\$1 Million** to advance the infrastructure and due diligence work required for this development project. A key goal of the site is to celebrate the environmental significance of the area such as the Patuxent Research Refuge nearby and integrate the natural landscape into the development versus drastically altering the area. This funding is earmarked to support those efforts in partnership with the developer and project team.

III. PROJECT OBJECTIVES

Proposals must satisfy and advance the following core objectives that reflect the County's vision of sustainable, inclusive, and innovation-driven development:

- Promote land use and development patterns that can be supported by the private market with minimal subsidy;
- Include connectivity and urban design principles that embrace the transit-oriented nature of the Project Site and create walkable, mixed-use communities;
- Include land uses that increase ridership on the public transportation networks in proximity to the Project Site;
- Preserve and enhance the site's natural surrounding environmental features and their required buffers in proposals, which includes, where possible, a design that is integrated with the landscape and incorporates the natural amenities of the land,
- Foster smart, meaningful density with diverse housing options;
- Incorporate mixed-use spaces throughout the Project Site, with a particular focus on active ground floors, which may include retail, commerce, food and beverage;
- Catalyze County and regional growth;
- Provide parking solutions for the area;
- Promote inclusive economic development, with measurable goals for participation by County-Based Businesses (CBBs), Minority Business Enterprises (MBEs), and Local, Small and Disadvantaged Businesses (LOOBs).
- Actively engage and foster collaboration with the community and major stakeholders, including BSU and MDOT, in the development process; and
- Address the County's economic development platform goals, namely the goals of increasing the number of people who live and work in the County; expansion of commercial square footage; increasing density in transit-oriented areas to promote income diversity, housing options, amenities and job growth; and by preserving housing affordability and diversifying the County's housing stock.

The County, MDOT and BSU have a shared vision of leveraging the TOD designation and transforming the area into a walkable community consisting of

housing, commercial office space, university related uses and community amenities. BSU anticipates increased demand for institutional uses. In addition to the goals listed above, proposals should also consider the following goals of the shared vision:

- Undergraduate and/or graduate student housing to support the anticipated growth of BSU;
- Administrative office space for BSU;
- Innovation incubator and accelerator space to support BSU;
- Attract private companies seeking to leverage BSU's talent and resources;

A key objective is to improve the connectivity among the BSU campus, the BSU MARC Station, and the Project Site. The Revenue Authority is seeking innovative and creative proposals that go beyond the objectives and shared vision detailed in this RFP. Proposed developments should foster a vibrant community and improve the connectivity of the area, catalyze additional development and increase ridership of area transit.

IV. PROJECT SITE LOCATION & DESCRIPTION

b. Project Site

The Project Site is outside of the incorporated City of Bowie and consists of approximately 93.35 acres of undeveloped, wooded land off of Laurel Bowie Road (MD-197) and sits adjacent to the BSU MARC Station. The Project Site shall be conveyed in "as-is" condition, without representation or warranty by the County or the Revenue Authority as to the physical or environmental condition of the land or any existing structures. The RVA makes no representations or warranties concerning the Project Site. The Revenue Authority nor the County assume any responsibility for the Project Site's conditions including, but not limited to, environmental and soil conditions.

Respondents are responsible for conducting their own background investigation as to restrictions, if any, bearing upon title, zoning, subdivision, transportation, developability, utilities, and physical conditions at the Project Site. Soils tests and other invasive tests may not be conducted at the Project Site during the solicitation process.

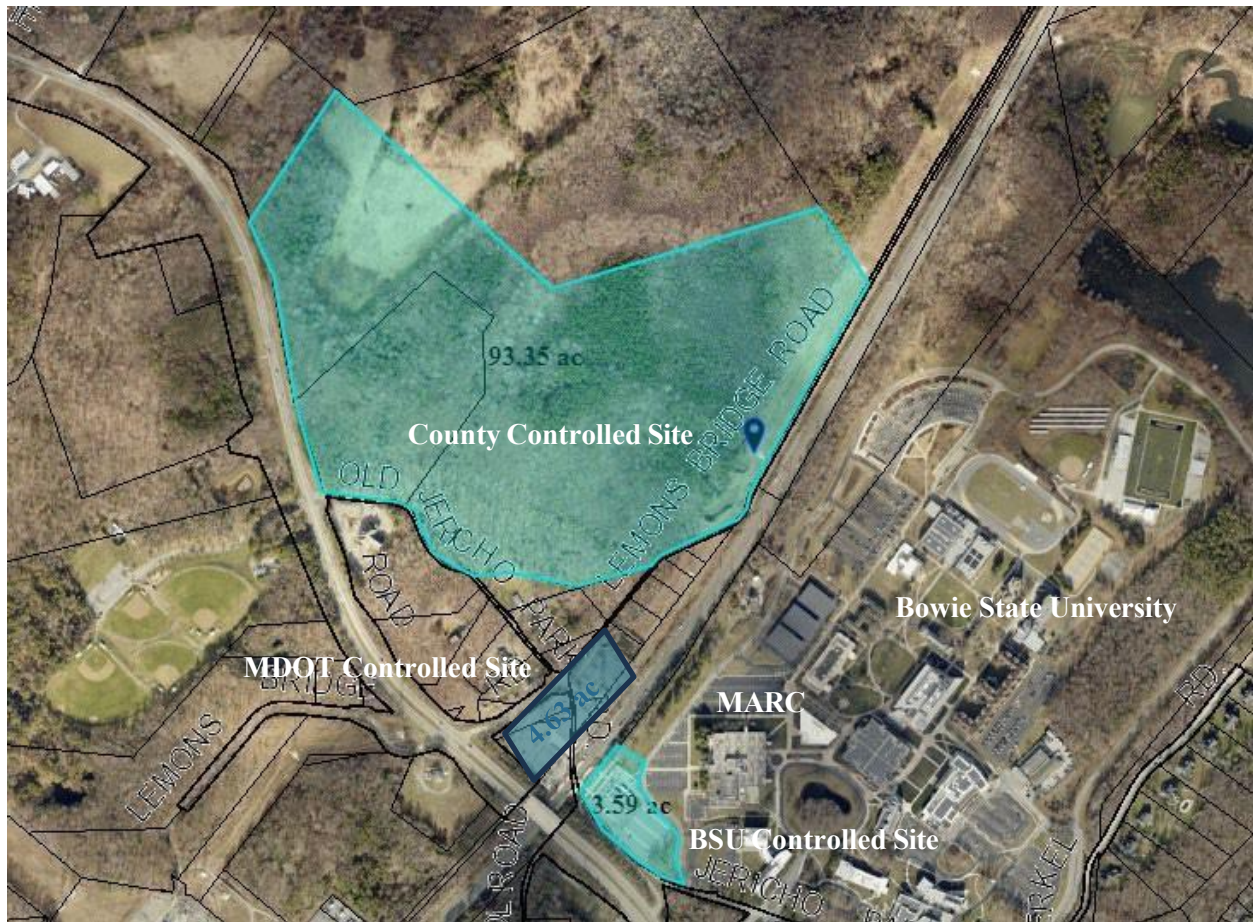
c. Soil or Subsurface Conditions

Notwithstanding prior studies available for Respondents' review, the Revenue Authority makes no representations regarding the character or extent of soil or subsurface conditions or the conditions and existence of utilities that may be encountered during any work, development, construction, or occupancy of the Project Site.

d. Environmental Remediation and Considerations

The successful Respondent will be solely responsible for any environmental remediation that may be associated with removal or disturbance of existing improvements or other preparation of the Project Site. The successful Respondent shall be responsible for all pre-development (including possible demolition of existing improvements, environmental remediation costs and due diligence studies such as traffic, geotechnical, storm water management, historic preservation reviews, and other site preparations) and Project development costs. Respondents shall be solely responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses.

Proposals should reflect designs that align with the Patuxent Research Refuge and celebrate the environmental significance of the area. These considerations may include designing a development that integrates with the landscape rather than drastically altering the landscape, including interpretive features that celebrate the nearby Patuxent Research Refuge's significance (i.e., developing nature trails with interpretive signage, and incorporating art installations inspired by the refuge and its research). Enhanced riparian buffers, measuring at least 100 feet from the edge of the network of streams, should be maintained along the existing streams to adequately protect the streams and streambeds from erosion and pollution.



e. **Partnerships and Development Stakeholders**

In October 2024, the Revenue Authority established an MOU with BSU and MDOT to memorialize the joint development goals of creating a walkable, transit oriented, mixed use development project that delivered connectivity across each agency’s individual development project. The MOU also solidified the end deliverables to support BSU’s economic development growth objectives for on campus housing, office space and community amenities. In addition, this MOU outlined MDOTs goal of increased ridership for the BSU MARC Station by adding residential and commercial density. These goals align to the County objective of delivering a “Campus Village” community consisting of diverse housing options, commercial office space, university related uses and community amenities and eco-friendly development that will enhance the natural landscape of the surrounding area including the Fran Uhler Park and Trail.

BSU and MDOT are key stakeholders with shared development goals in each respective project site and are vital contacts for community engagement, site connectivity and shared infrastructure development.

f. Adjacent Parcels

i. Bowie State University Parcel

- Established in 1865, BSU is Maryland's oldest Historically Black College and University (HBCU). With over 6,000 students and nearly 1,000 employees, BSU is a liberal arts college known for its education, nursing, and cybersecurity programs, as well as its focus on innovation and entrepreneurship. Under the leadership of BSU President, Dr. Aminta Breaux, BSU is rapidly increasing its enrollment and enhancing its campus, with several recently completed buildings and a planned pipeline of projects to elevate the status and offerings of the university.
- Driven by BSU's 2020 Facilities Master Plan, the University is driving forward with its growth initiative to increase on campus housing to 50% for undergraduate and graduate students. To support this growth, the economic development strategy includes expanding the residential campus housing footprint to provide BSU students the traditional collegiate on campus experience and culture.
- BSU owns a 3.59-acre site, off Laurel Bowie Road (MD-197) and adjacent to the BSU MARC Station. BSU plans to develop a Convocation Center hub, which is expected to host large events and sports competitions and can also be used as collaborative office and learning spaces. The property is outside of the limits of the incorporated City of Bowie. The site includes a surface parking lot, which currently supports commuter parking for the BSU MARC Station.

ii. Maryland Department of Transportation Parcel

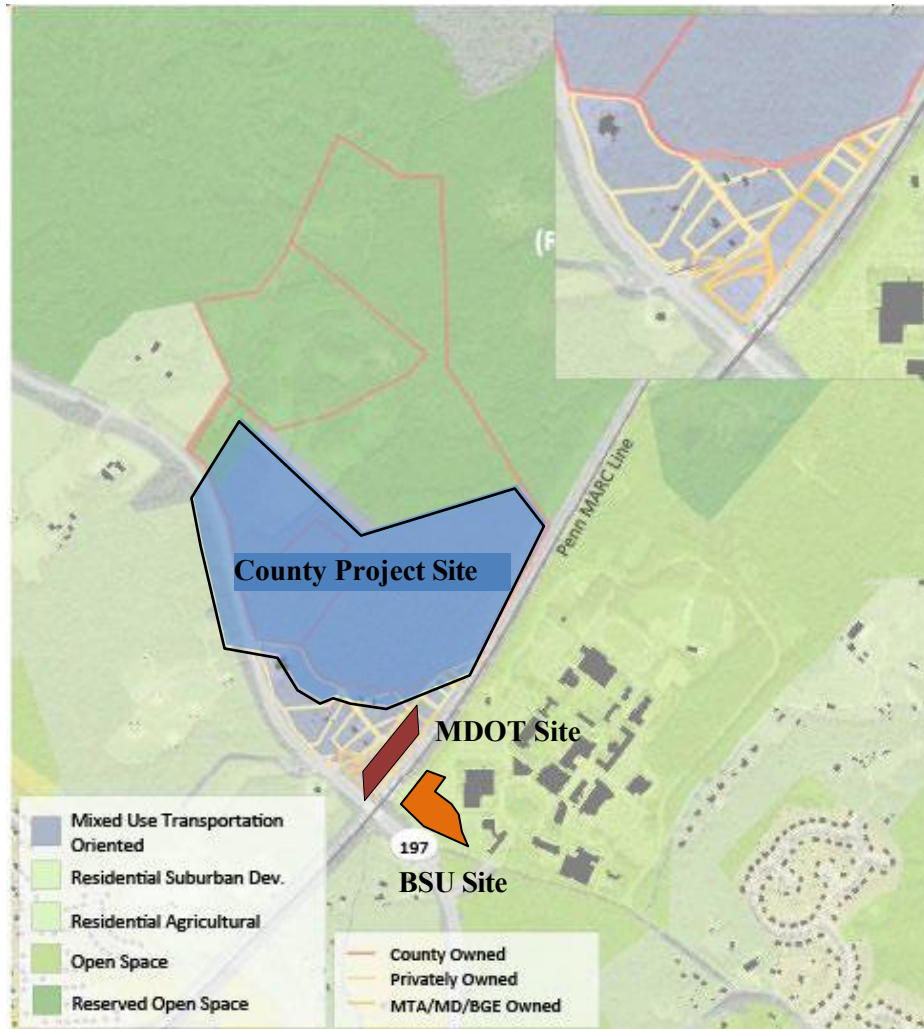
- The Maryland Department of Transportation (MDOT) is made up of five modal administrations: the Maryland Aviation Administration (MAA); the Maryland Port Administration (MPA); the Motor Vehicle Administration (MVA); the State Highway Administration (SHA); the Maryland Transit Administration (MTA) – and authorities that are a part of MDOT, including the Maryland Transportation Authority (MDTA) and the Washington

Metropolitan Area Transit Authority (WMATA). This unique approach provides the state's leadership with the ability to develop a coordinated and balanced approach to transportation. MDOT's TOD efforts are led by the Office of Real Estate and Economic Development, which is located within The Secretary's Office of MDOT.

- MDOT issued a separate request for proposal (**RFP**) solicitation in August 2025, seeking a master developer to lead the redevelopment of approximately 4.63 acres of underutilized state-owned land at the Bowie State MARC Station for transit-oriented development. The goal of the solicitation is to increase ridership at the MARC station through increased residential density and local job creation. As a priority initiative under MDOT's Transit Oriented Development Program, the Bowie State MARC Station redevelopment was identified as a near term priority for TOD the 2024 MARC Penn Line TOD Strategy. The MDOT parcels and RFP are separate and distinct from the Revenue Authority's solicitation. Respondents should be aware of this solicitation and programmatic goals, as awardees from each solicitation will be key stakeholders in each respective development for connectivity, infrastructure, community outreach and other pertinent development matters.

iii. **Privately Owned Parcels**

- On the west side of the train tracks, there are a series of smaller property parcels between the BSU MARC Station and the Project Site. Approximately 19 acres of land are privately held, primarily utilized for very low-density, single-family housing. In addition to the housing, there is also a nearby event center. Approximately 7.6 acres of land in the vicinity is held by public agencies and utility providers, with the majority owned by MTA. MDOT aims to consolidate parking for the BSU MARC Station, to permit redevelopment of the existing MARC parking easement on BSU for other BSU uses.



g. Zoning

The Project Site is in the Neighborhood Activity Center (“NAC”) Zone. The NAC Zone provides for “lower- density, small-scale, mixed-use centers that are attractive to employers and employees are well connected to transit and serve the surrounding neighborhood; incorporate walkable and bikeable areas that are well-connected to a regional transportation network through a range of transit options; and provide a mix of uses that serve local neighborhood needs.

h. Site Infrastructure

The Project Site is a greenfield development; existing utility infrastructure is limited. Water and sewer service are categorized as W-5 and S-5 respectively, indicating future community systems will be required to serve the site. Properties within Category 5 will

require a re-designation to Category 4 prior to the approval of a preliminary plan of subdivision. This re-designation can occur through demonstrating that the site meets the criteria for re-designation outlined in the County's *Adopted 2018 Water and Sewer Plan*. The Project Site falls within two Washington Suburban Sanitary Commission grids, 212NE12 and 213NE12.

The electric utility service provider is Baltimore Gas and Electric (“**BGE**”). The Project Site is adjacent to a BGE substation, which can likely be tapped into to provide power to the site. Underground fiber also runs along the BGE right of way. The gas utility service provider is Washington Gas. The Project Site is located just east of Laurel-Bowie Road (MD-197), a major roadway with a planned side path for bicycle facilities. The Project Site is accessed via Lemons Bridge Road or Jericho Park Road, both local roads. There are currently no roads traversing the Project Site.

i. Transportation Network

Public transportation is primarily accessed through the BSU MARC Station. The MARC system's Penn Line serves the station, providing easy and affordable access from Perryville, Maryland into Washington, DC's Union Station. Key stops along the Penn Line include Penn Station in Baltimore, Baltimore/Washington International Thurgood Marshall Airport, Odenton and New Carrollton, which connects to WMATA's Metro system and the future Purple Line light rail system. Before the Covid-19 pandemic, the Penn Line saw an average weekday ridership of approximately 22,000, and the BSU MARC Station saw an average of 700 boardings per week. WMATA operates Metrobus service to the station on lines B21, B22 and B27. The Prince George's County THEBUS services BSU MARC Station with the P71 and P24 routes.

The area has a robust trail network connected to Prince George's and Anne Arundel Counties, most notably the Washington, Baltimore & Annapolis (WB&A) Trail and segments of the Bowie Heritage Trail. Though these are primarily used for recreation, the trails also serve as a commuter route for dedicated cyclists. Connections into this trail network are a great amenity to the community and bring with it opportunities for increased visibility.

The Project Site is located off Laurel Bowie Road, known as MD-197. Classified as an arterial and operated by MDOT, Laurel Bowie Road saw 20,000 daily vehicles, pre-pandemic. Laurel Bowie Road connects to the Baltimore-Washington Parkway (I-295), providing convenient access to Baltimore and Washington, DC.

j. Environmental Constraints

The Project Site is within the Upper Patuxent River Watershed; however, they do not fall within the floodplain. The Project Site is within Environmental Strategy Area 2, which is the “developing tier.” The Project Site is in the Evaluation Area of the Prince George's County Green Infrastructure Plan, indicating that the Project Site contains

environmental features such as wildlife habitats and woodland conservation areas that are not regulated during development. There are two Type II Tree Conservation Plans on the Project Site, demonstrating that the Property provides off-site woodlands for a benefitting property.

k. Recreational Amenities

Abundant recreational amenities can be found near the Project Site. Immediately to the northeast is the Fran Uhler Natural Area, a protected, wooded area with five miles of woodland trails for hiking, bicycling and nature study. Further east lies the Patuxent River Park. North of the Project Site, along Laurel Bowie Road, is the Patuxent Research Refuge, the nation's only national wildlife refuge established to support wildlife research. The refuge consists of nearly 13,000 acres of natural habitat operated by the U.S. Fish & Wildlife Service. Directly west of the Project Site, across Laurel Bowie Road, is Jericho Park, a 64-acre park with baseball and softball fields operated by the City of Bowie.

l. Economic Incentive Zone Designations

The Project Site is in the following incentive zones:

- a. Priority Funding Area
- b. State Designated Transit Oriented Development Site

These programs may be combined into an incentive package to support the selected development program. Other incentive programs are listed on the Prince George's County Economic Development Corporation's website:

<https://www.pgcedc.com/incentives-1>

Led by the Maryland National Capital Park and Planning Commission, the site is currently in the application process for a Sustainable Communities Designation from the Maryland State DHCD program which will complement the TOD designation. The Sustainable Communities designation is a key requirement for State funding resources and program that can aid in the advancing of the development project. Sustainable Communities designation information can be found on the Maryland Department of Housing and Community Development website:
<https://dhcd.maryland.gov/Communities/pages/dn/default.aspx>

V. PLANNING INFORMATION

a. Urban Land Institute Technical Assistance Panel (TAP)

In July 2020, the Urban Land Institute (“**ULI**”) hosted a Technical Assistance Panel (“**TAP**”) Program to study the Project Site. RVA and the Metropolitan Washington Council of Governments sponsored the TAP.

The TAP report envisions a “University Village” that acts as a unique destination for BSU students and staff, area residents and visitors. Specific recommendations within the report include:

- a. Expanding on existing parks and trails;
- b. Celebrating the rural and agricultural character of the surrounding area through food and beverage producers;
- c. Prioritizing BSUs’ needs, such as housing or administrative offices; and
- d. Prioritizing pedestrian and bicycle access through the Project Site and to the BSU MARC Station.

The Bowie State MARC TAP report can be found here: [ULI-TAP-Bowie-State-Final.pdf](#)

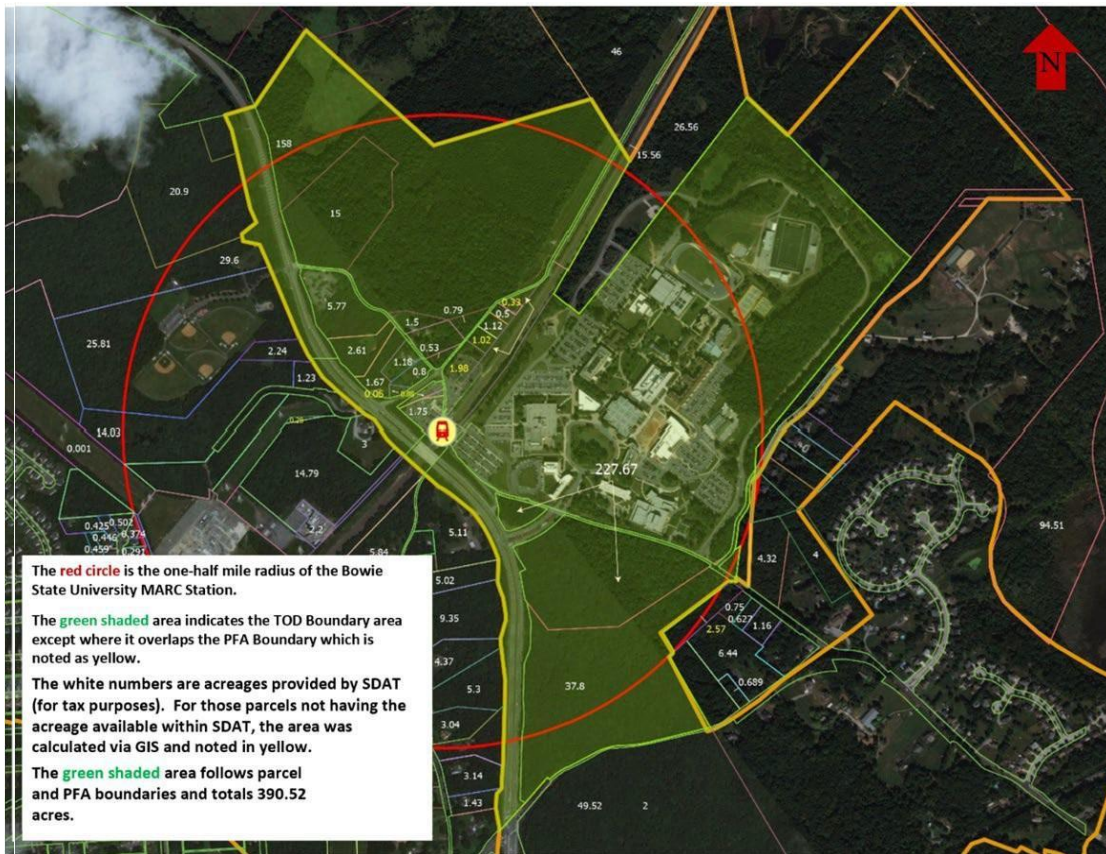
b. State of Maryland TOD Designation

In June 2021, the County and MDOT jointly designated the area within ½ mile surrounding the BSU MARC Station as a TOD site as defined by Maryland Transportation Code Section 7-101. As part of this designation agreement, the parties agreed to work together to attract mixed-use development that maximizes the use of transit, walking and bicycling.

A TOD designation allows the State of Maryland, County and local developers access to a range of resources to assist with the planning and development of TOD sites, including technical assistance, discretionary program funding, financing tools and priority for locating state office facilities. MDOT also features certain TOD opportunities on their website for increased visibility. Additional information about the TOD program and its benefits can be found on MDOT’s website:

<https://www.mdot.maryland.gov/tso/pages/Index.aspx?PageId=37>

Nearly the entire Project Site falls within the TOD designation boundary. A TOD area map is provided below:



c. **Bowie-Mitchellville and Vicinity Master Plan**

The Prince George's County Planning Board finalized their update to the 2022 *Approved Bowie-Mitchellville and Vicinity Master Plan*. This document, based on the County's General Plan, [Plan Prince George's 2035](#) replaced the 2010 *Approved Bowie State MARC Station Sector Plan and Sectional Map Amendment* and the 2006 *Approved Master Plan and Sectional Map Amendment for Bowie and Vicinity*. The District Council approved the 2024 Bowie-Mitchellville and Vicinity Sectional Map Amendment on June 4, 2024 ("SMA"), via CR-052-2024. Until final publication, the approved SMA must be used in conjunction with the 2023 Endorsed Bowie-Mitchellville and Vicinity Sectional Map Amendment, which includes PGCPB 2023-68 and the staff errata sheet, as well as CR-052-2024. The master plan covers 59 square miles of land, including the Project Site, and details a shared vision for the area, along with policies and strategies governing land use and development that will be intact for the next 20-25 years. BSU and the BSU MARC Station collectively create one of the four focus areas within the plan. Submissions (as defined below) should be aligned with the 2022 *Approved Bowie- Mitchellville and Vicinity Master Plan*.

The plan envisions three distinct "villages" dedicated to university related uses, housing and office and research facilities. The connectivity throughout the site is important by ensuring the development is pedestrian and cyclist friendly, along with the creation of a transit plaza to serve the public transportation network in the area. Potential uses contemplated in the concept plan include technology/lab/office space either associated with BSU or the private sector, data centers, outdoor recreation opportunities and medium density housing in the form of apartments and/or townhouses. The concept plan imagines a more urban development pattern as opposed to suburban sprawl.

d. **Additional Plans**

For more information about the planning efforts related to MDOT's and BSU's development goals, please review the following studies:

- MARC Station Sector Plan (legacy) (2010)
- Bowie State MARC Station Area Concept (2019)
- Bowie State University Facilities Master Plan (2020)
- Bowie State University Economic Development Plan (2021)
- Moore-Miller Administration 2024 State Plan
- Penn Line Transit-Oriented Development (TOD) Strategy Plan (2024)

By submitting a proposal, the developer acknowledges and agrees that it is solely responsible for conducting its own independent due diligence investigation of the Project Site. This due diligence must include, but is not limited to, verifying all information provided by the Revenue

Authority, and conducting comprehensive reviews regarding the Property's condition, environmental status, zoning compliance, title, and any other matters relevant to the developer's proposed use.

VI. **SUBMISSION REQUIREMENTS**

FAILURE OF A RESPONDENT TO SUBMIT ALL REQUIRED INFORMATION MAY RENDER THE SUBMISSION INCOMPLETE AND INELIGIBLE FOR FURTHER CONSIDERATION.

The RFP response must include the following components ("**Submission**"):

- **Title Page** – The title page should contain the RFP title, the Respondent's name, and the submission date.
- **Transmittal Letter** – The transmittal letter should not exceed one page and should contain:
 - The name, title and contact information of the individual with authority to bind the Respondent. This person must sign the transmittal letter.
 - Respondent's address and formation type (i.e., a corporation, limited liability company, etc.). The Respondent must be registered with the Maryland Department of Assessments and Taxation to conduct business in the State of Maryland and in good standing.
 - An acknowledgement that the Submission is valid for a minimum of 240 days from the Submission deadline. Please note that a new acknowledgement is also required for any amendments to the Submission.
- **Statement of Qualifications** – In evaluating a Respondent's qualifications, the Revenue Authority is looking for a demonstrated track record of delivering projects that reflect the Respondent's ability to achieve the objectives, and the goals contained in this RFP.
 - **Background Information** - Provide a description of the Respondent, including its organizational structure, identification of principals, details of member entities, majority shareholder(s), length of time in business, overview of the Respondent's portfolio and proposed guarantor of the Project.
 - **Project Experience** - Provide a description of up to five examples demonstrating the Respondent's, including that of the applicable

- development teams' experience developing large, similar multi-phased development projects that required interaction with a broad range of stakeholders from both the public and private sectors that are comparable to the Project. Also provide qualifications and experience in developing sustainable projects, if any. Examples must include project size, including total land and building area; project scope; project location; total development costs; and project length from inception to completion. Respondents should also detail their experience with TOD projects and demonstrate their development team's experience managing and marketing similar types of developments. Photos, site plans and renderings may be included, but are not required.
- **References** - Provide the names, phone numbers and email addresses of at least 3 references for completed development projects for which the proposed Project team acted as a developer and that are comparable to the Project. For each reference, indicate the contact person's role in the Respondent's completed projects and the time of their involvement in each.
 - **Development Team** – Identify the development team that will be directly involved in the Project, including the proposed general contractor(s), any development partners, architect, engineer, construction manager, retail broker or other consultant as applicable. Provide names of the lead developer, project manager, team members, including design partners and project managers in an organizational chart structure. The Submission must include a resume or description of each key Project team members' relevant experience in completing projects of the scale and complexity envisioned in this RFP, as well as education and professional licensing.
 - Additionally, identify the primary point of contact for this RFP and provide their business address, telephone number, email address and title. A description of the Respondent's financial capacity is required, in the form of the most recent financial statements, balance sheets, profit and loss statements, evidence of lines of credit and uncommitted discretionary sources of equity, and/or any other material financial statements.
 - **Development Plan** – A multi-phased development is envisioned. Respondents must provide the following details about each Project phase and include the following components:
 - A narrative addressing Respondent's overall proposed development approach, including a high-level market assessment or a description of the markets Respondent believes would be attracted to the proposed Project as well as the size, type, and quality mixed-use development Respondent

- believes will be economically viable to achieve the goals of this RFP. In addition to the proposed uses and their densities, Respondents must provide sufficient details on each of the proposed uses. For example, when proposing residential units, Respondents should note the proposed unit mix/composition of unit types, affordability levels (market rate vs. an affordable housing component), any specialty housing (student, senior, artist housing, etc.). When referring to retail or commercial space, Respondents should note any targeted users and/or the desired type of user. Any commercial or retail space that is intended to be highly specialized for a specific type of tenant should be denoted. Provide letters of interest from specialized/desired tenants, where obtainable.
- Discuss the proposed business terms for the Project, including the preferred transaction structure (fee simple acquisition of land vs. ground lease) of the Project Site. The Project Site will be ground leased unless the proposed Project includes homeownership units, then a fee simple purchase may be considered. If suggesting a ground lease, provide the lease term and payment information (upfront, annual, or other), developer fee and returns. If suggesting a fee simple purchase, include a proposed purchase price. Respondents should note that the actual acquisition cost or lease payment will be supported by an appraisal and relevant economic factors.
 - Economic return and tangible impacts to the County.
 - Provide a Project timeline, highlighting major milestones and required activities (i.e., entitlements for each phase).
 - A Project summary with uses and square footage/acreage allocations for each product type, including recommendations for unit mixes in residential products, types of retail/commercial uses and parking strategy.
 - Provide site plans and conceptual design diagrams of the proposed design and the phasing plan with the site layout. Plans and diagrams provided should present as much specificity as possible. This summary should detail how each phase may impact or be impacted by the preceding or succeeding phase of the Project.
- **Project Concept** - For the initial phase, provide a visual representation of the proposed development(s) 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 the Revenue Authority with a clear picture of the proposed end result. If possible, provide color renderings or three-dimensional graphics for better understanding of the Project. Provide site plans and conceptual design diagrams depicting the proposed plan for each phase.
 - **Proposed Financing Strategy** – Respondents should detail all potential financial sources, including private or public assistance that may benefit the Project. The

Revenue Authority may leverage its bonding capacity to provide financing to support the development of the Project or any portion thereof. Neither the County nor the Revenue Authority guarantee any form of public subsidy to support the Project. Respondents will be evaluated, in part, based on the size of any funding gap.

To support the significant infrastructure work, the Revenue Authority has allocated **\$1 Million** to support planning, due diligence and development of the required infrastructure for the site. This funding is over the initial 36 months of the project.

The financial strategy should do the following:

- Describe the proposed financing structure, including any potential sources for equity and debt. If utilizing debt, provide a letter of interest from a lender in support of the Submission. In evaluating Submissions, the Revenue Authority may consider the cost-benefits of different proposals in its ranking (e.g., Revenue Authority/County investment requested in relation to the projected public benefits).
- Provide a “Sources and Uses” analysis that shall include at least the following:
 - Uses: A detailed Project budget that captures the total development costs for the Project, including hard costs (such as base building costs, contingencies, furniture, fixture, and equipment costs, etc.), and financing costs.
 - Sources: A breakdown of all expected sources (including equity, debt, non-public subsidy, etc.) for the Project including sources for predevelopment, construction and permanent financing and the assumptions used to size them (including interest rates, amortization type, debt service coverage ratio, tax credit amounts (if applicable) and pricing for the payment of the Project uses.
 - The Sources and Uses must also include all income-producing uses proposed to be operated out of the Project from pre-development through stabilization and for 15 years beyond the projected stabilization year.
- Detailed description of which, if any, public funding sources the Respondent intends to use to finance the Project; and
- Evidence of Respondent’s ability to secure Project financing, such as commitment letters.
- **Community & Stakeholder Engagement** – The County is committed to maximizing community benefits for its residents and expects Respondents to consider and incorporate stakeholder, including MDOT and BSU, and community preferences into their development plans, to the extent practical. Respondents must present:
 - A detailed description of the activities and strategies completed prior to the

date of their Submission that demonstrates the Respondent's development work with the local community and other stakeholders engagement influenced project design or community benefit outcomes;

- A detailed description of the post-award approach and strategies to working with the community and stakeholders to ensure their meaningful engagement in the development process including possible areas of collaboration with key stakeholders such as BSU, MDOT and RVA; and
- A summary of their Submissions that may be shared with the local community and other stakeholders.
 - Summaries should be condensed to a two page "flyer" and should provide the following information:
 - Development Team
 - Project plan and concept
 - Community Impact
 - Proposed activities for engagement
 - Project timeline.
- **Acknowledgement of Mandatory Supplier Diversity and Participation Requirements** – By offering a Submission, Respondent is acknowledging the mandatory participation requirements outlined in Section IX. Describe any experience complying with similar requirements on other projects.
- **Liabilities** – Include a statement regarding any debarments, suspensions, bankruptcy, or material loan defaults on development projects and/or government (local, county, state or federal) contracts of any of the Respondent's team's entities or affiliates. Respondents shall also provide a statement regarding any outstanding tax liabilities and other governmental liabilities for any of the bidding team's entities.
- **Litigations** - Respondents shall also provide a statement regarding any ongoing or knowledge of threatened litigation in which the State of Maryland, the County or the Revenue Authority is a party that relates to any team member, affiliate or to any other entity or individual having a controlling interest in the entity (or entities) that comprise Respondents. If such litigation exists, Respondents shall provide the name and civil or criminal action number of such litigation, the name of the court with jurisdiction and a description of the subject matter of such litigation.
- **Evidence of Certification of Status** – Respondent shall include a current Maryland Certificate of Status.
- **Supplier Participation Plan** – Respondent shall include the completed Participation Plan in its Submission.
- **Exceptions** – Respondents may elect to take exception to the requirements of this

RFP. Any exceptions will be evaluated based on the intent of the RFP. Exceptions will only be considered if they are included in the Submission.

VI. **SUBMISSION INSTRUCTIONS**

RFP Release: October 31, 2025
Submission January 30, 2026 at 5pm (EST)
Deadline:

- a. **Point of Contact** – PAG Chair at RVA-BSU.RFP@co.pg.md.us.
- b. **Submission Deadline** - Respondents must submit a copy of their Submission to the following email address: RVA-BSU.RFP@co.pg.md.us. Questions must also be submitted to the same email address. The Revenue Authority must receive Submissions no later than 5:00 p.m. Eastern Standard Time on December 30, 2025. The Revenue Authority will not accept late Submissions. Unless requested by the RVA, Respondents cannot submit additional information or modify their Submission after the Submission deadline. Prior to the Submission deadline, Respondents can withdraw their Submission by providing written notice to the PAG Chair at RVA-BSU.RFP@co.pg.md.us
- c. **Submission Email Header** - The subject of the email must be "Submission of [insert Respondent's name and remove brackets] in Response to RFP NO. RA-BSU-MU-10-2025."
- d. **Submission Delivery** – Respondents shall adhere to the Submission requirements. Submissions must be in pdf format and font size can be no smaller than 11. The text in the narrative may be single- or double-spaced. Incomplete or inappropriately prepared Submissions will not be considered. Respondents must respond to each Submission component in the order outlined in Section V (Submission Requirements). Each sub-section must be separated by tabs with sub-section headings. While there is no set page limit for the solicitation, respondents are discouraged from submitting proposals longer than 60 pages. Proposals should be efficient, however effectively communicate the feasibility of the proposed development. Cover, title, transition and appendices will not be counted within the 60-page recommended limit.

e. **Solicitation Timeline**

| Milestone | Date |
|-------------------------------|---|
| Release Solicitation | Friday, October 31, 2025 |
| Press Conference/ Site Visit | Friday, November 14, 2025, 10am (EST) |
| Virtual Information Session | Wednesday, December 3, 2025, 12pm (EST) |
| Q&A deadline | Wednesday, December 10, 2025 |
| Q&A responses posted | Wednesday, December 17, 2025 |
| Responses Due | Friday, January 30, 2026, by 5pm (EST) |
| Respondent Oral Presentations | Week of 2/23/26 |
| Selection and Award | Wednesday, April 1, 2026 |

VII. EVALUATION CRITERIA AND SELECTION PROCESS

a. **Proposal Analysis Group**

The Revenue Authority will convene a qualified Proposal Analysis Group (“**PAG**”) to evaluate the Submissions. The Revenue Authority may enlist professional consultants, advisors, and other stakeholders to technical assistance to the PAG. The PAG will evaluate each response, considering the information provided in the Submission and in the County’s and Revenue Authority’s best interests.

The PAG will review all qualified Submissions and invite Respondents to an oral presentation, at which time Respondents will present and explain the major characteristics of their Submission and respond to the PAG’s questions. The PAG’s scoring of each proposal will be final. The PAG will provide its recommendation to the Revenue Authority’s Executive Director who will select the successful Respondent.

b. **Evaluation Criteria**

The PAG will evaluate each Submission in accordance with the criteria listed below. The PAG, at its discretion, may invite all or a short-list of Respondents to provide oral presentations. Responsive proposals will demonstrate the following: (i) that the Submission is consistent with the policies and goals described in this RFP; and (ii) the Respondent’s ability to successfully execute the Project within a reasonable timeframe and with minimal County subsidy.

Among other factors, Submissions will be evaluated for responsiveness, market and financial feasibility, community and County benefits, and the Respondents’ demonstration that it can successfully execute the Project based on its track record. Points shall be allocated as follows:

- i. Developer’s and Delivery Team’s Relevant Experience (**up to 15 points**)
- ii. Developer’s and Delivery Team’s Capacity (**up to 15 points**)
- iii. Overall Quality and Responsiveness of the Submission, including technical and financial feasibility (**up to 30 points**)

- iv. Creativity and Incorporation of the natural site landscape in the overall proposed development including pre and post award environmental stakeholder engagement **(up to 10 points)**
- v. Timeline of Project Completion **(up to 5 points)**
- vi. Total Development Costs **(up to 5 points)**
- vii. Financial and Economic Benefit to Prince George's County **(up to 10 points)**
- viii. Overall benefit to the Community, including residents, BSU and MDOT **(up to 10 points)**

c. Announcement of Short List

Upon review of the Submissions, the PAG may, in its sole discretion, identify a short list of Respondents.

d. Best and Final Offer Submission

The PAG may, in its sole and absolute discretion, conduct discussions with all, or some, of the Respondents via best and final offer ("**BAFO**") submissions. If Respondents are asked to submit a BAFO, Respondents must adhere to the additional guidance provided by the PAG and submit a revised Submission for final consideration. Upon receiving the BAFO(s), the PAG reserves the right to have additional rounds of requests for information and conduct further discussions and negotiations if the BAFO(s) lack adequate information to reach a final selection.

VIII. MISCELLANEOUS PROVISIONS

a. Revenue Authority Conditions

The RVA reserves the right to accept any Submission deemed to be in its or the County's best interest. A Submission does not constitute a contract and does not indicate or otherwise reflect a commitment of any kind on behalf of the RVA or the County. Furthermore, this RFP does not represent a commitment or offer by the RVA to enter into an agreement with a Respondent or to pay any costs incurred in the preparation of a Submission. Furthermore, this RFP does not commit the RVA or the County to pay for costs incurred in the negotiation or other work in preparation of, or related to, a final agreement between the selected Respondent and the RVA. All costs related to responding to this RFP are the sole responsibility of the Respondent. Submissions will be valid for 240 calendar days from the Submission deadline, which may be extended by mutual agreement between the Respondent and the RVA. Any commitment made by the RVA will be subject to the availability of funds to carry out any such commitments and the execution of an agreement acceptable to the RVA and the County.

b. Ownership and Use of Responses

All Submissions shall be the Revenue Authority's property. The Revenue Authority and/or the County may use any and all ideas and materials included in any response, whether the response is selected or rejected.

c. RVA's Reservation of Rights

The RVA reserves the right, in its sole and absolute discretion, to reject all Submissions and/or to cancel this RFP at any time, for any or no reason, prior to entering into an agreement and further reserves the right to do the following:

- Issue clarifications to this RFP prior to the Submission deadline;
- Modify the Submission deadline for responses or other actions; and (i) reissue the original RFP, (ii) issue a modified RFP, or (iii) issue a new RFP, whether or not any responses have been received in response to the initial RFP.
- After review of one or more responses, the Revenue Authority may request additional information from Respondents;
- Begin negotiations with the next preferred Respondent if an agreement cannot be executed with a prior selected Respondent; and
- Reject any responses it deems incomplete or unresponsive to this RFP.

d. Questions or Modifications

All questions regarding this RFP must be submitted via e-mail to the PAG Chair at RVA-BSU.RFP@co.pg.md.us. Respondents must only direct questions to the PAG Chair. Prior to the Submission deadline, responses to Respondent questions will be aggregated and posted, on a rolling basis, on the Revenue Authority's webpage at:

<https://www.princegeorgescountymd.gov/departments-offices/revenue-authority>

RVA will also post any notices or information regarding cancellations, withdrawals, modifications to this RFP on its webpage. Respondents must regularly check the webpage for any such notices and information, and the Revenue Authority shall have no duty to provide direct notice to Respondents. A Respondent's failure to request additional information or clarification shall preclude the Respondent from subsequently claiming any ambiguity, inconsistency, or error.

e. Davis Bacon

To the extent applicable, the selected Respondent must develop the Project Site in compliance with the provisions of the Davis-Bacon Act, 40 U.S.C. § 276(a), and the regulations promulgated therewith. It shall be the Respondent's responsibility to determine the Davis-Bacon Act's applicability.

f. **Maryland Public Information Act**

If a Respondent contends that any part of its Submission is proprietary or confidential and, therefore, is limited to disclosure under the Maryland Public Information Act, Md. Code Ann. General Provisions §§4-101 *et seq.* ("**MPIA**"), the Respondent must identify all such confidential or proprietary information and provide justification for why such materials should not be disclosed by the Revenue Authority pursuant to requests for disclosure made under the MPIA. RVA, as custodian of the Submissions, reserves the right to determine whether material deemed proprietary or confidential by the Respondent is, in fact, proprietary or confidential as required by the MPIA, or if the MPIA permits nondisclosure. The Revenue Authority will favor disclosure in response to any MPIA request. Blanket statements that the entire RFP is proprietary and/or confidential will not be acceptable. Respondents must identify each instance where proprietary and/or confidential information is present in the Submission.

g. **Ethics and Conflicts of Interest**

Respondents are subject to the ethics law in public contracting, including but not limited to, all applicable provisions of Prince George's County Code ("**Code**"). Respondents and members of its development team are prohibited from contacting any Revenue Authority board member, PAG member, employee or agent of the Revenue Authority or the County (other than as instructed in this RFP) regarding this solicitation to avoid actual conflicts, the appearance of conflicts, or undue influence over the process. A Respondent, or anyone acting on its behalf, who contacts any individual or organization for the purpose of influencing the outcome of the solicitation process, shall result in the disqualification of said Respondent and its Submissions.

By proffering a Submission, each Respondent warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have a conflict of interest. Conflict of interest is defined as a situation in which the nature of work pursuant to this RFP and the Respondent's organizational, financial, contractual or other interests are such that:

- i. Award of the contract may result in an unfair competitive advantage.
- ii. The Respondent's objectivity in performing the contract work may be impaired. In the event that any member of the Respondent's team, or the Respondent as an organization, has or may have a conflict of interest, the Respondent shall disclose such conflict of interest(s) fully in its Submission.
- iii. The successful Respondent agrees that if after award Respondent discovers a conflict of interest with respect to the contract, Respondent will immediately disclose, in writing, the conflict of interest to the PAG Chair. The disclosure shall include a description of the action that the Respondent has taken or intends to take to eliminate or mitigate the conflict. The PAG Chair may, however, make a recommendation to terminate the contract if its determined, in its sole discretion, that the proposed solution is insufficient.

- iv. In the event the Respondent was aware of a conflict of interest before the award of the contract and intentionally did not disclose the conflict to the RVA's Executive Director, the Revenue Authority shall terminate the contract.
- v. The provisions of the following sections shall be included in all subcontracts and consulting agreements wherein the work to be performed relates to the work contemplated under this RFP:
 - a. "No member of or delegate to the Prince George's County Government or the Revenue Authority of Prince George's County shall be allowed to any share or part of contract or to any benefit to arise therefrom. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.
 - b. No member, officer or employee of the Revenue Authority of Prince George's County, no member of the governing body in which the Revenue Authority of Prince George's County involved, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during their tenure, or for one-year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof."

h. Kickbacks

- (1) A kickback means any money, fee, commission, credit, gift, or compensation of any kind which is provided directly or indirectly to a Respondent, a Respondent's employee, a subcontractor, a subcontractor employee, a public employee, or other person for the purpose of obtaining or rewarding favorable treatment in the award of a prime contract or a subcontract in connection with a contract awarded by the Revenue Authority.
- (2) A person must not:
 - a) Provide, attempt to provide, or offer to provide a kickback;
 - b) Solicit, accept or attempt to accept a kickback;
 - c) Include, directly or indirectly, the amount of a kickback in the price charged by the subcontractor to the Respondent, or by the prime contractor in the price charged by the prime contractor, to the Revenue Authority; or
 - d) Claim that the unlawfully induced contract or subcontract fulfills any legal, regulatory or contractual requirement.

i. Subcontracting

The Revenue Authority reserves the right to approve any person undertaking a part of the work under the terms of a contract related to this RFP. The maximum percentage of work that may be performed by a subcontractor(s) is 90%. In the event the successful

Respondent desires to subcontract any portion of the work specified herein, the Respondent shall furnish with their proposal the names, qualifications and experience of their proposed subcontractors. Subcontractors shall conform, in all respects, to the provisions specified for the Respondent. The Respondent shall, however, remain fully liable and responsible for the work done by their subcontractors. Copies of executed subcontracts are not required with the proposal; however, the intent to subcontract must be disclosed within the Submission.

j. Respondent Prompt Payment

(1) Respondent shall pay each of its subcontractors (including a material supplier) for satisfactory performance under the respective subcontract within seven calendar days after receipt of such amounts that are paid to the Respondent by the Revenue Authority for such work performed under the agreement. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Respondent to a subcontractor, Respondent may withhold the disputed amount but shall pay the undisputed amount. A subcontractor whose subcontracts further 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 Respondent.

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

(3) Subcontract Clause Requirements. Respondent shall include in each of its subcontracts: (A) a payment clause which obligates the Respondent to pay the subcontractor for satisfactory performance under its subcontract within seven days out of such amounts as are paid to the Respondent by the Revenue Authority for such work performed under such contract; (B) an interest penalty clause which obligates Respondent to pay to the subcontractor in the case of each payment not made in accordance with the payment clause included in the subcontract (i) for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (ii) computed at a rate of one and a half percent (1.5%) of the amount due per month for every month (or such other percentage as identified in County Code Section 10A-153); and (C) a clause in its subcontracts requiring the subcontractor to (i) include a payment clause and an interest penalty of one and a half percent (1.5%) (or such other percentage as identified in County Code Section 10A-

153) of the amount due per month for every month in each of its subcontracts, and (ii) requiring each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

k. Responsibilities of the Respondent

The Respondent shall be responsible for the professional quality and accuracy of their advice and other services furnished by them. The Respondent shall perform services with the degree of skill, which is normally exercised by recognized professionals with respect to services of a similar nature. Neither the Revenue Authority's review, approval or acceptance of, nor payment for, any of the services required under any agreement shall be construed to operate as a waiver of any rights under any agreement or of any cause of action arising out of the performance of this Agreement, and the Respondent shall be and remain liable to the Revenue Authority in accordance with applicable law for all damages to the Revenue Authority caused by the Respondent's negligent performance of any of the services furnished under any agreement. The rights of the Revenue Authority provided for under any agreement are in addition to any rights and remedies provided by law.

l. Formation of Agreement with Successful Respondent

The contract, if any, shall be between the successful Respondent and the Revenue Authority, or its delegate, and shall contain provisions included in this RFP (the "Agreement"). By submitting a proposal in response to the RFP, the Respondent accepts the terms and conditions set forth herein. If an Agreement, acceptable to the Revenue Authority, cannot be successfully negotiated with the top-ranked Respondent, the Revenue Authority may proceed to negotiate with the Respondent that submitted the next highest ranked Submission. Alternatively, and in the Revenue Authority's sole and absolute discretion, until an initial letter of intent or an Agreement is entered into for the award of this RFP, the Revenue Authority may elect to negotiate with more than one Respondent at a time.

m. Anti-Discrimination

The Revenue Authority is an Equal Opportunity Employer. Discrimination based on age, race, color, creed, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, or physical characteristic or other unlawful basis of discrimination is expressly prohibited.

IX. SUPPLIER DIVERSITY AND PARTICIPATION

The selected Respondent must comply with Section 10A-161 of the Code, including the participation requirements and all other applicable County requirements. Implementation of these requirements as applicable, is a contractual obligation, and failure to comply with such terms shall be treated as a material breach of the terms of this RFP and the

Agreement that may result in suspension, debarment or cancellation of the Agreement. Respondent shall include the completed Supplier Participation Plan in its Submission. When looking at supplier diversity and participation, the Respondent should address the developer team, contracting and subcontracting and local hiring. Additionally, if applicable, the successful Respondent must adhere to CB-51-2022, the County's Diversity and Equity Policy in Publicly Subsidized Development Projects. Submissions should be aligned with the County's diversity, equity and participation goals.

The Respondent that is awarded the contract under this solicitation (the prime "Contractor") shall provide Monthly Reports to the Chief Real Estate Officer, RAPGC, via the Monthly Supplier Participation Report (FORM 4: Monthly Supplier Participation Report). The Compliance Unit of RAPGC will review reports and act if the reports are incomplete, if there are questions about the validity of the information in the reports and/or if reports are not submitted. Developer must understand that not reporting and/or meeting their participation requirements constitutes a material breach of contract that could result in a fine of up to 5% of the Contract value for each violation up to termination of Contract.

a. **Waivers**

If, for any reason, during the term of the Agreement, the developer is unable to achieve the participation requirements of this RFP, the developer may request, in writing, a waiver of the requirement by submitting the following Certification:

A detailed statement of the efforts made to select portions of the work proposed to be performed by CBSBs, CBMBEs and/or LOOBs in order to increase the likelihood of achieving the stated requirement;

1. A detailed statement of the efforts made to contact and negotiate with CBSBs, CBMBEs and/or LOOBs, including:
 - a. The names, addresses, and telephone numbers of CBSBs, CBMBEs and/or LOOBs and the dates such firms were contacted, and
 - b. A description of the information provided to CBSBs, CBMBEs and/or LOOBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
2. As to each CBSBs, CBMBEs and/or LOOBs that placed a subcontract quotation or offer that the Developer considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
3. A list of CBSBs, CBMBEs and/or LOOBs subcontractors found to be unavailable to perform under the Contract.

The Revenue Authority may grant the waiver only upon a reasonable demonstration by the developer that the CBSBs, CBMBEs and/or LOOBs participation requirement cannot be achieved at a reasonable price and if the Revenue Authority determines that the public interest will be served.

Definition

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

I. Statement of Best Efforts to Select CBSBs, CBMBEs and/or LOOBs

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

II. Statement of Best Efforts to Contact and Negotiate with CBSBs, CBMBEs and/or LOOBs

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

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

| Name | Address | Telephone Number | Date |
|------|---------|------------------|------|
| | | | |
| | | | |

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

III. Detailed Statement of the Reasons CBSBs, CBMBEs and/or LOOBs Were Not Acceptable

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

IV. List of Unavailable CBSBs, CBMBEs and/or LOOBs

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



Sworn Affidavit of Developer

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

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

Signature:
Developer Authorized Representative

STATE OF MARYLAND COUNTY
OF (_____)

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

before the undersigned Notary Public, personally appeared _____,
(Print Name)
and signed this Certification as a true act and deed of _____.
(Developer Firm Name)

[Affix notary seal here]

Notary Public

My commission expires:

X. Required Forms



FORM NO. 1
SUPPLIER UTILIZATION PLAN FOR PROPOSAL
PART 1

Instructions: Submit One Form for Respondent

Respondent Entity Name:

Respondent's Authorized Person's Name:

Respondent's Authorized Person's

Title: _____

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

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

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



FORM NO. 1 (continued)

SUPPLIER UTILIZATION PLAN for PROPOSAL

Part 2

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

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

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



FORM NO. 1 (continued)

SUPPLIER UTILIZATION PLAN for PROPOSAL

Part 3

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

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

(Insert Respondent’s Name)

contract under RFP No. _____ for _____,

Respondent 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 Revenue Authority for such work performed under the Contract. In the event that there is a good faith dispute over all or any portion of the amount due on a payment from Contractor to a subcontractor, Contractor may withhold the disputed amount but shall pay the undisputed amount. A subcontractor who further subcontracts work on procurement projects is responsible for the same requirements and interest penalties for payment to its subcontractors (lower tier subcontractors) after receiving payment as applicable to a prime contractor.

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



this requirement in the Circuit Court of Prince George's County. Willful violations of this requirement may also result in Contractor being suspended or debarred.

OFFEROR SIGNATURE

By: _____

Name: _____

Title: _____

Date: _____

**CBSB SUBCONTRACTOR
SIGNATURE**

By: _____

Name: _____

Title: _____

Date: _____



FORM NO. 1 (continued)

SUPPLIER UTILIZATION PLAN for Proposal

Part 4

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

We certify that in the event _____ ("Respondent ") is awarded a contract under RFP No. _____ for _____, Respondent '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



FORM NO. 2
TAX CERTIFICATION AFFIDAVIT

Part I: I HEREBY AFFIRM THAT:

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

Name:

Address:

[If not applicable, so state]

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

Part II: I FURTHER CERTIFY THAT:

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

The Revenue Authority reserves the right to verify the above information with the appropriate governmental authorities.

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

Date: _____

By: _____

(Authorized Representative and Affiant)

(Printed or Typed Name)



FORM NO. 3 PROPOSAL CERTIFICATION

I hereby certify that I, _____(name of certifier) am the _____(title) and duly authorized representative of _____(name of business entity) (the “Respondent”) and that I am duly authorized to legally bind the Respondent to the certification made in this document.

I do solemnly declare and certify, under the penalties of perjury, that the information provided in Respondent’s Submission, as defined in, RFP NO. RA-BO-10-2024, is true and correct. This certification is made under the laws of the State of Maryland.

Date: _____

By: _____ (Authorized
Representative and Certifier)

(Printed or Typed Name)



FORM 4: MONTHLY SUPPLIER PARTICIPATION REPORT

TO BE SUBMITTED TO THE REVENUE AUTHORITY OF PRINCE GEORGE'S COUNTY

| | | | | |
|--------------------------|------------------|----------------------|----------------------|--|
| Contract #: | Contract Amount: | Date Form Submitted: | Project Description: | |
| Project Completion Date: | | Prime Contractor: | Period Ending: | |
| Total Award to Prime: | Contact Person: | Telephone#: () | Email: | |

SUPPLIER INFORMATION

Certification Types: SDDD Certified County-Based Small Businesses (CBSB) ♦ SDDD Certified County-Based Business (CBB) ♦ SDDD Certified Minority Business Enterprise (CMBE) ♦ SDDD Certified County-Based Minority Business Enterprise (CBMBE) ♦ Certified Disadvantaged Business Entity (CDBE) ♦ SDDD Certified County-Located Businesses (CLB). See Form 5 for Definitions of Certified Businesses.

| Subcontractor | Address | Description of Work Performed | Certification Type | Agreed upon Utilization % | Total dollars committed based on % | Amount Paid this period | % of work Completed to Date | Amount Paid to Date |
|---|---------|-------------------------------|--------------------|---------------------------|------------------------------------|-------------------------|-----------------------------|---------------------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Cumulative Total to Subcontractors to Date: | | | | | | | | |

My signature below certifies that the information submitted in this report is true to the best of my knowledge, information and belief.

| | | |
|------------|--------|-------|
| Signature: | Title: | Date: |
|------------|--------|-------|



FORM NO. 5: DEFINITION OF COUNTY BUSINESS ENTITY CERTIFICATIONS

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



3. if such business has an ownership interest in the building containing the County office, has at least three (3) FTE employees in the County office for the full duration of the business's ownership interest in the building.

- 4) **MDOT Small Business:** A business, other than a broker, which meets the following criteria:
 - a. It is independently owned and operated
 - b. It is not a subsidiary of another firm;
 - c. It is not dominant in its field of operation;
 - d. With respect to employees, either:
 - (i) Its wholesale operations did not employ more than 50 persons in its most recently completed 3 fiscal years;
 - (ii) Its retail operations did not employ more than 25 persons in its most recently completed 3 fiscal years;
 - (iii) Its manufacturing operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (iv) Its service operations did not employ more than 100 persons in its most recently completed 3 fiscal years;
 - (v) Its construction operations did not employ more than 50 persons in its most recently completed 3 fiscal years; and
 - (vi) Its architectural and engineering services did not employ more than 100 persons in its most recently completed 3 fiscal years; and
 - e. With respect to gross sales:
 - (i) The gross sales of its wholesale operations did not exceed an average of \$ 4,000,000 in its most recently completed 3 fiscal years;
 - (ii) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently completed 3 fiscal years;
 - (iii) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently completed 3 fiscal years;
 - (iv) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently completed 3 fiscal years;
 - (v) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently completed 3 fiscal years; and



(vi) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently completed 3 fiscal years.

- 5) **Minority Business Enterprise (MBE):** An SDDD certified business:
- a. Which is at least fifty-one percent (51%) owned by one or more minority individuals, or, in the case of any publicly owned corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more minority individuals; and
 - b. Whose general management and daily business affairs and essential productive operations are controlled by one or more minority individuals; and
 - c. Which has been certified by SDDD.
- 6) **Minority Individual:** Those who have been subjected to prejudice or cultural bias because of their identity as a member of a group in terms of race, color, ethnic origin, or gender, without regard to their individual capabilities. Minority individuals are limited to members of the following groups:
- a. African Americans (Black Americans), which includes persons having origins in any of the Black racial groups of Africa;
 - b. Asian-Pacific Americans, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - c. Subcontinent Asian Americans, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - d. Hispanic Americans, which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - e. Native Americans, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - f. Females, regardless of race, ethnicity or origin; and
 - g. Veterans and Service Disabled Veterans.



- 7) **SBA Small Business:** A business that meets the average number of employees and average annual receipts size standards for its NAICS codes and that:
- a. Is organized for profit;
 - b. Has a place of business in the U.S.;
 - c. Operates primarily within the U.S. or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor;
 - d. Is independently owned and operated; and
 - e. Is not dominant in its field on a national basis.