

REQUEST FOR PROPOSAL

BOWIE STATE UNIVERSITY

MARC STATION

Joint Development

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➤ OFFICE OF REAL ESTATE AND
ECONOMIC DEVELOPMENT

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An aerial photograph of a university campus. The image shows several large, modern academic buildings with brick and stone facades. One prominent building on the right has a large glass facade and a green roof. In the center, there is a large, open plaza with circular green spaces and walkways. People are seen walking and sitting in the plaza. The campus is surrounded by trees and a parking lot with several cars. The overall scene is a mix of urban development and green space.

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JOINT DEVELOPMENT OPPORTUNITY

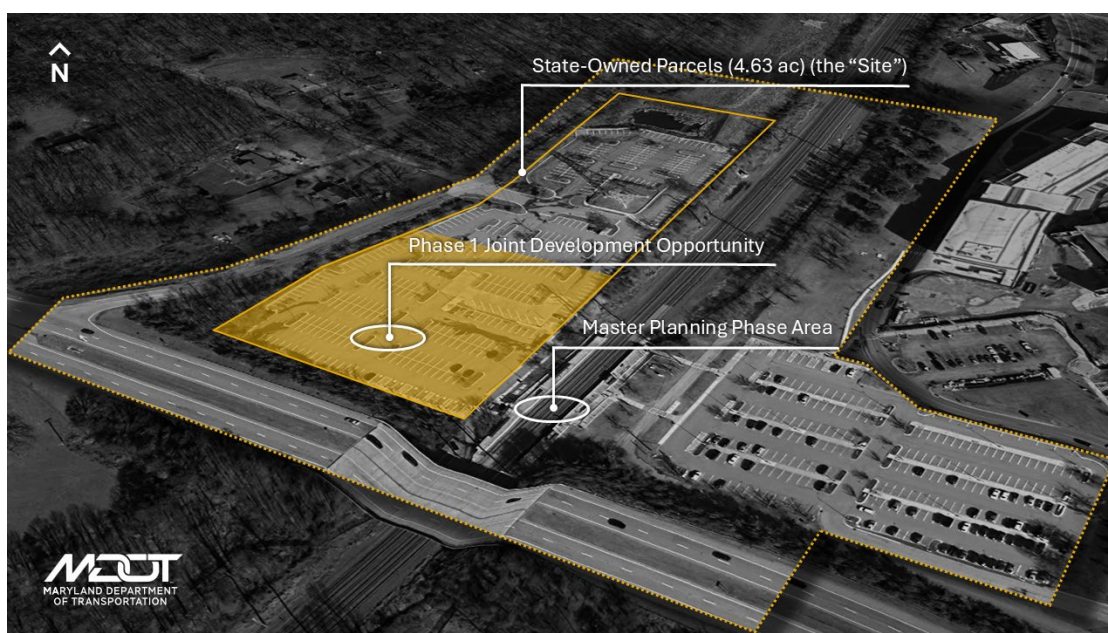
1 Joint Development Opportunity

1.1 Executive Summary

The State-owned land is adjacent to the Bowie State MARC Station (“**Station**”) located at 13900 Jericho Park Road, Bowie, MD 20715 in Prince George’s County (the “**County**”). This State-owned land, estimated to be approximately 4.63 acres in size and bound by wetlands to the north, the northeast rail corridor to the east, a MD 197 overpass to the south, and Lemons Bridge Road to the west (“**Site**”), offers a significant opportunity to deliver a high-quality transit-oriented development (“**TOD**”) that aligns with MDOT’s goals and complements the growth of Bowie State University (“**BSU**”) and surrounding areas (the “**Project**”).

The Maryland Department of Transportation (“**MDOT**”), through the Secretary’s Office (“**TSO**”) and the Office of Real Estate and Economic Development (“**ORED**”), is seeking a qualified Joint Development partner (the “**Developer**”) to lead the master planning for the Bowie State MARC Station area (the “**Master Planning Phase**”), and in parallel, immediately advance the design and delivery of a Phase 1 development opportunity focused on affordable or mixed-income housing (the “**Phase 1 Joint Development Opportunity or Phase 1**”). The selected Developer will be responsible for the design and construction of Phase 1, while master planning the balance of the Site which includes advancing the design of various public infrastructure improvements and identifying financing and implementation strategies. The Developer will also while engage key stakeholders throughout the Master Planning Phase including, the Maryland Transit Administration (“**MTA**”), Bowie State University, Prince George’s County, and the Revenue Authority of Prince George’s County (the “**RAPGC**”) who will support the long-term vision and development of the State-owned property.

Figure 1 - Site Overview Map



Through the Master Planning Phase, the Developer will be responsible for preparing a comprehensive master plan (the **“Master Development Plan”**) and a concurrent but separate **“Phase 1 Development Plan”** for the Phase 1 Joint Development Opportunity, which will ideally be clearly defined and self-contained, including all associated transit infrastructure improvements, access, utilities, and public infrastructure requirements necessary to deliver the Phase 1 opportunity as a stand-alone development pad within the broader future master-planned site. The Master Planning Phase and Phase 1 delivery are expected to advance in tandem, informing one another to ensure early investments align with a cohesive long-term vision for the Site.

While the Bowie State MARC Station section of [MDOT’s MARC Penn Line TOD Strategy](#) (the **“TOD Strategy”**), published in October 2024, envisions a total buildout of over 400 residential units and 22,000 square feet of retail across State, County, and privately-owned parcels, only a portion of that development potential lies on the Site itself. Respondents must limit all proposed planning, design, and development and phasing to the boundaries of State-owned property, which includes the two buildings depicted in the TOD Strategy. While the TOD Strategy depicts a 576-space parking facility in the chosen development option, this solicitation encompasses an opportunity that requires a re-evaluation of the commuter parking need at this station and delivery of a Parking Management Plan that addresses a long-term strategy to meet the projected demand over the longer term. During the study period for the TOD Strategy, varying development options were contemplated to provide Site activation through density while accommodating parking needs. The desire by MDOT to pursue affordable or mixed-income housing as part of Phase 1 aligns with the multifamily placement illustrated within the study’s second development option, which is shown in Figure 2, or for more detailed information, refer to Page #14 of the Bowie Station Design Options located in the Reference Documents on the project webpage.

While the exact configuration, unit count, and mix of uses may vary based on market feasibility and development approach, the Phase 1 Development Plan must demonstrate the Developer’s readiness and speed of delivery for the delivery of Phase 1 to serve as a strong foundation to catalyze the broader site. MDOT expects Respondents to identify a qualified delivery entity, which must be part of its development team or entity and serve as the sole party to transact with the agency, capable of executing Phase 1 effectively and for the Developer to advance the Master Planning Phase.

1.2 Purpose

The purpose of this RFP is to solicit Joint Development proposals (**“Proposals”**) from qualified development teams to partner with MDOT in advancing a phased transit-oriented development at the Bowie State MARC Station. Through this Request for Proposals (**“RFP”**), MDOT seeks to identify a qualified development team capable of both preparing a comprehensive Master Development Plan for the State-owned site and delivering a near-term Phase 1 Joint Development Opportunity focused on housing units that reflects market feasibility and aligns with the State’s broader TOD goals and objectives and implementing the Master Development Plan, including the facilitating the financing and delivery of the determined transit infrastructure improvements and any identified development parcels, if applicable. Proposals should leverage the Site’s strategic location of being adjacent to Bowie State University and served by the MARC Penn Line to promote TOD as an approach to help increase transit ridership, support economic development, and maximize the efficient use of transportation infrastructure. The selected team will be the one that most strongly aligns with MDOT’s goals, objectives, and requirements as



outlined in this RFP, and demonstrates the greatest qualifications and capacity to successfully deliver the project in a timely and effective manner.

1.3 Transaction Structure and Financial Framework

The Site will be made available through a long-term ground lease, potentially phased or subdivided in accordance with the approved Master Development Plan and agreed upon within the executed Master Development Agreement (MDA). MDOT strongly prefers ground lease transaction structures over fee simple sales as it creates recurring revenue for MDOT to offset transit operations and enables MDOT to realize long-term value to offset transit infrastructure investment. Exceptions to this preference may be considered and may include instances, such as to create home ownership opportunities, to increase value for MDOT, to provide for upfront capital to fund infrastructure improvements, or if the proposal would increase MDOT's opportunities to better achieve its goals and objectives. To ensure Federal Transit Administration ("FTA") continuing control requirements are met on FTA-assisted properties, MDOT will require certain assurances such as restrictive covenants, as applicable, to ensure property is used for authorized public transportation purpose, including joint development.

While MDOT must receive compensation for the lease of the Site for at least the fair market value of the property, MDOT is willing to implement a participatory rent structure to accelerate the delivery of the Project and support the State's broader goals and objectives. A participatory rent structure will enable the Developer to retain more financial resources upfront, which fosters a market-driven approach, spurs quick action, and allows the Developer to focus on delivering results without being overly constrained by traditional rent payments. MDOT must receive compensation equal to or exceeding fair market value but may consider rent reductions for land value contributions to Transit Infrastructure Improvements or Public Infrastructure Improvement. Offsets and lease terms will be evaluated based on their alignment with project goals and objectives. Respondents should note that while this framework is initially tied to the Phase 1 Joint Development Opportunity, the same approach will be utilized for other development opportunities determined through the Master Planning Phase for the Site unless MDOT states an alternate approach will be applied. The structure of the transaction will emphasize MDOT's intention to allocate the fair market value compensation it receives for the Phase 1 portion of the opportunity as an investment into the delivery of the transit infrastructure requirements associated with this phase. MDOT may consider offsetting a portion of the ground lease rent in recognition of Developer-delivered transit infrastructure improvements or amenities that provide measurable public value. Any such offsets will be subject to MDOT's review and approval, and must be clearly supported by the Master Development Plan.

This structure allows MDOT to maintain fiscal responsibility and preserve the long-term value of the Site while providing flexibility for the Developer to invest upfront in improvements that enhance ridership, access, and long-term economic vitality. Any proposed rent offsets must be clearly described in Respondents' proposals and will be subject to MDOT's approval based on public value, feasibility, and alignment with project goals.

MDOT has budgeted \$1.5 million to support the Master Planning Phase and due diligence activity for the site, transit, and public infrastructure requirements; which will not include the design activity to support private development activity for Phase 1.

1.4 Site Description

The Site subject to this Joint Development opportunity is comprised of State-owned land located adjacent to the Bowie State MARC commuter rail station. Positioned immediately west of the Northeast Corridor in close proximity to the Bowie State University campus, the Site includes a mix of existing surface parking and undeveloped land. While the TOD Strategy presents a broader conceptual plan for the station area that includes County and University-owned parcels, this RFP applies exclusively to the MTA-controlled portion of the site, which encompasses the development area illustrated in Figure 1 to the right.

1.5 Site Conditions

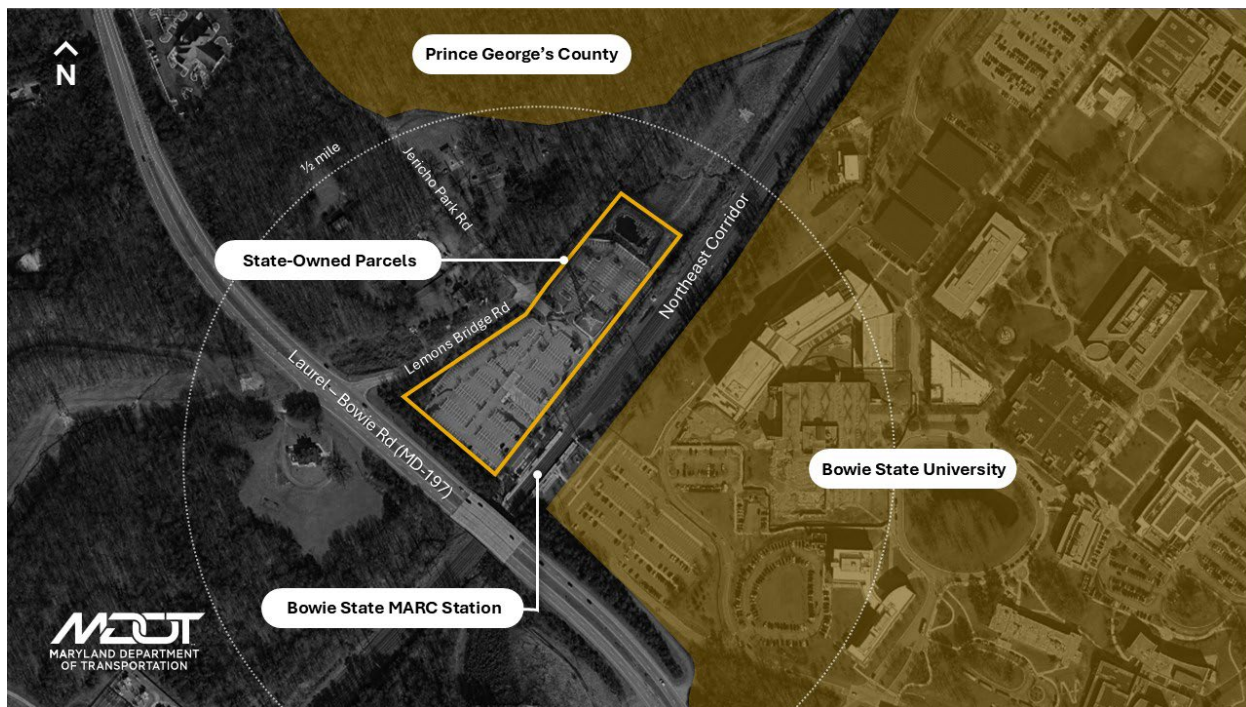
The Site is located adjacent to the Bowie State MARC Station and lies immediately west of the Northeast Corridor rail line, with Bowie State University's main campus situated directly to the east across the tracks. The Site is accessed via Jericho Park Road and is currently composed of surface parking and undeveloped land.

1.5.1 Site Boundary

The MDOT property lies immediately west of the Northeast Corridor rail line and the Bowie State MARC Station platforms and is bounded generally by Jericho Park Road to the north and west, the rail right-of-way to the east, and adjacent parcels owned by public utilities and Prince George's County to the south. The Site includes existing surface parking and undeveloped land. While other parcels in the surrounding station area are owned by Bowie State University, Prince George's County, and private entities, only the State designated parcels are included in the scope of this solicitation (See Figure 2).

In 2021, MDOT retained JMT to conduct a title review of four parcels comprising the Bowie State MARC Station site (Prince George's County Tax Map 29: Parcels 7, 188, 303, and 305). These parcels are adjacent to Bowie State University and front on Lemons Bridge Road, Maryland Route 197 (Laurel Bowie Road), and Old Jericho Park Road. The review identified discrepancies between the deed records and property assessment data, including questions of ownership and acreage, particularly for Parcels 303 and 305. Although assessment records list these parcels as owned by Baltimore Gas & Electric ("BGE"), deed analysis indicates they were conveyed to the MTA and are covered by a 1995 deed. The report recommends coordination with the Prince George's County Assessments Office and the Maryland Department of Assessments and Taxation to correct parcel ownership and acreage records. Respondents are advised that MDOT is currently performing site survey and title work to resolve existing discrepancies on title for two small, state-owned parcels within the Site with the State Department of Assessment and Taxation ("SDAT") and Maryland Land Records.

Figure 2 - Site Ownership Map



1.5.2 MTA Transit Facilities

The Bowie State MARC Station includes two surface parking areas totaling 632 spaces: the West Lot (State-owned) with 402 spaces and the East Lot (on BSU property) with 230 spaces. While a 2015 study found approximately 80% utilization, a May 2023 MDOT visual site survey indicated significantly lower demand, closer to 30%, with the West Lot showing particularly low usage. Some East Lot usage appears to be driven by BSU student parking, potentially overstating transit-related demand.

Updated counts conducted in May 2025 observed an average of approximately 248 parked vehicles per day for both the east and west lots, representing 39% utilization overall which accounts for the increase of ridership due to return to office efforts. Utilization was heavily concentrated on the East Lot (71%), while the West Lot remained underutilized (21%), reinforcing the need to consolidate or reconfigure parking as part of future development phases to optimize and enable development.

Both sides of the station include Kiss & Ride drop-off areas. The West Lot features a small drop-off zone with approximately 3–4 spaces, limited by curb geometry. The East Lot (BSU side), however, has a more frequently used and active Kiss & Ride location, reflecting greater demand for passenger drop-offs on that side of the station.

The station currently lacks any formal bus loop or layover facilities. MARC ridership at Bowie State Station reached approximately 67% of pre-pandemic levels in 2023, while parking use remained low, suggesting a shift toward walk-up access, drop-offs, or BSU-related travel patterns.

1.5.3 Zoning

The Site is governed by the Prince George's County Zoning Ordinance and is situated within the area covered by the 2022 Approved Bowie-Mitchellville and Vicinity Master Plan. According to the Sectional Map Amendment (SMA) adopted on June 4, 2024, the Site is designated under the Neighborhood Activity Center (NAC) zone. This zoning classification is intended to facilitate lower-density and walkable, transit-oriented development that encourages a mix of residential, commercial, and institutional uses in proximity to transportation hubs to attract employers and serve the surrounding neighborhood. The NAC zone supports flexible development standards to promote cohesive, pedestrian-friendly environments that leverage access to transit infrastructure. Developers should consult the Prince George's County Zoning Ordinance and the 2022 Approved Bowie-Mitchellville and Vicinity Master Plan for detailed information on permitted uses, development standards, and design guidelines applicable to the NAC zone.

1.5.4 Wetland & Forest Retention Area

The Developer will need to formally assess the environmental conditions of the site to confirm the existence of any wetland or forest conservation areas. MDOT is aware of an existing wetland area adjacent to the northeastern end of the Site and has identified the need to be assessed further as part of the Master Planning Phase.

1.5.5 Rail Corridor Setback

For new residential development within the Site, a minimum setback of 50 feet from the rail corridor is required, which is measured from the centerline of the corridor. This setback applies specifically to residential structures and does not extend to other uses or infrastructure, such as open space, parks, transportation facilities, or other amenities intended to connect to the Station. A setback requirement of 60 feet from the center of the easternmost track must be maintained to accommodate the potential for a future fourth track being added by Amtrak along the east side of the corridor, which is not anticipated to have an impact on this Project. Any proposed modifications to the "Snow Emergency Route" along the east side of the rail corridor must be reviewed and approved by Amtrak since the existing emergency vehicle access route must remain intact, or replaced by an adequate alternate route. The rail corridor access located on the west side of the Northeast Corridor with access to the entrance from the road network must be maintained which will be reviewed and approved by Amtrak.

The setback requirement is intended to ensure the safety, operational integrity, and compatibility of the development with the adjacent rail corridor, minimizing the potential impacts of noise, vibration, and other operational considerations.

1.5.6 Project Interfacing

The Developer will be required to coordinate closely with following adjacent landowners and stakeholders to ensure that the proposed development integrates seamlessly into the broader Bowie State Station area.

- **Maryland Transit Administration:** The Site directly abuts an active MARC Penn Line commuter rail station. MDOT and MTA reserve the right to pursue operational upgrades that enhance

service, passenger access, or safety as mentioned in Section 2 – Project Requirements (Section 2.4 – Public Infrastructure Improvements specifically describes some station improvements). The Developer will be required to coordinate construction activities, access routes, and site circulation to ensure there is no disruption to MARC Station operations, and that pedestrian, park-and-ride/kiss-and-ride, and transit accessibility are preserved throughout all development phases.

- **Bowie State University:** The Site is directly adjacent to the core BSU campus. Coordination with University stakeholders will be critical to ensure compatibility with current and planned facilities, including a future Convocation Center and BSU's broader campus growth objectives. The Developer should anticipate working with BSU to ensure that design, access, and programmatic elements support the University's goals for student housing, mobility, and community engagement.
- **Revenue Authority of Prince George's County:** The RAPGC is evaluating proposals for the development of an approximate 93-acre County-owned parcel west of the MDOT Site through a separate RFP process facilitated by the County. While the State-owned land is subject to this RFQ/RFP only, the Developer will be expected to coordinate with the County's selected developer to ensure compatible design, phasing, infrastructure, and circulation patterns across the broader station area. This may include shared access points, transportation infrastructure (i.e. road networks), utilities, and participation in joint stakeholder coordination processes involving the County, MDOT, and BSU.

1.5.7 Site Due Diligence

As part of the Master Planning Phase, the Developer will be responsible for identifying and conducting all the necessary site due diligence activity that is approved by MDOT and supported by the \$1.5 million budget committed to the master planning effort.

1.6 MDOT Anticipated Partnerships

1.6.1 State Partnership for Housing & TOD

The Bowie State MARC Station area was formally designated a TOD Site by MDOT and Prince George's County in June 2021, pursuant to Maryland Transportation Code §7-101. This designation establishes the station area as a priority site for strategic, mixed-use development supported by transit access, walkability, and public-private partnership. As a complement to the TOD designation, the County is currently pursuing a Sustainable Communities designation for the Site, which will allow for the application of additional State resources to advance development.

As part of the State's commitment to fostering TODs, MDOT and the Maryland Department of Housing and Community Development ("DHCD") are collaborating to advance transit-supportive development projects at TOD-designated sites. In September 2024, MDOT and DHCD executed a [Memorandum of Understanding \("MOU"\)](#) to formalize the relationship between the agencies. Through the MOU, both agencies have committed to closely coordinating their efforts, which will enhance opportunities for joint development through programmatic and personnel support.

While pertaining to TOD in the State of Maryland generally, the MOU supports the State's broader interagency alignment around TODs that can yield meaningful benefits for projects located on designated sites. Some benefits of the MOU to support projects in MDOT Joint Development areas and TODs are as follows:

- Help with troubleshooting and advocating for assistance with permitting and approval requests from non-DHCD agencies for projects.
- The provision of bonus points and/or special consideration for housing-related projects and redevelopment in relation to funding rounds for Low Income Housing Tax Credits (“LIHTC”) and/or State Revitalization Programs.
- Assistance in the review of applications for DHCD funding programs.
- Eligibility for MDOT's TOD Capital Grant and Revolving Loan Fund.
- Projects located in State TODs receive additional points in competitive application rounds for LIHTC administered by DHCD.

MDOT’s TOD Capital Grant and Revolving Loan Fund is a program designed to offer financial assistance to local jurisdictions and development partners to advance equitable and inclusive development of TOD sites. Through this program, MDOT is allocating \$5 million annually for awards up to \$1 million to aid local partners in moving forward with eligible projects, such as design plans and public infrastructure improvements, or gap financing for development within an eligible TOD to development partners with a local jurisdiction as a co-applicant. This site is eligible for MDOT’s Capital Grant and Revolving Loan Fund, in which applications for funding would need to be submitted by the Developer in collaboration with Prince George’s County, who would serve as the lead.

1.6.2 State, County, University Partnership for TOD

In October 2024, MDOT, BSU, and RAPGC formalized a collaborative partnership through an MOU. The purpose of this partnership is to coordinate the redevelopment efforts of each party’s respective properties in alignment with a unified vision. This vision is centered on advancing a mixed-use, TOD at the Bowie State MARC Station, with the objectives of increasing ridership for MDOT/MTA, stimulating economic growth within Prince George’s County, and supporting expansion opportunities for BSU.

A key focus of the partnership is to maximize the interconnectivity of the individual projects to transit, thereby establishing the commuter rail station as a multimodal destination. This includes enhancing access for pedestrians and bicyclists, and positioning the station as a central hub for housing, employment, and educational opportunities.

Since 2010, the partnership members have collectively invested in comprehensive studies and planning initiatives to guide the redevelopment of underutilized land in and around the station. These efforts include the MARC Station Sector Plan (2010), two Urban Land Institute Technical Assistance Panels (2011 & 2020), the Bowie State University Facilities Master Plan (2020), the Bowie-Mitchellville and Vicinity Map Master Plan—BSU/MARC Campus Area (2023 Update), and the Penn Line TOD Strategy (2024). These collaborative planning activities have informed the recent issuance of a Request for Proposals by Prince George’s County for the purpose of redeveloping approximately 93 acres of its land.

Additionally, the state-owned site is now positioned to advance to the master planning and initial development phases, with the goal of catalyzing further progress.

Both Bowie State University and Prince George's County will be key stakeholders in the master planning process to ensure effective integration between the various sites, thereby maintaining logical and efficient connectivity.

MDOT-MTA currently holds an easement on Bowie State University property that provides parking for MARC passengers. While this university-owned land will not be directly included in the current master planning scope, the selected Joint Development partner will be required to prepare a Parking Management Plan as part of the Master Development Plan. This plan will consider the broader parking needs of both MDOT-MTA and BSU.

BSU has expressed a willingness to collaborate on long-term parking solutions, which may include leveraging university-owned land to meet future transit-related parking demand. This approach would be developed in coordination with BSU's own redevelopment plans, including potential uses such as a convocation center or other vertical development. The JD partner's Parking Management Plan should incorporate these broader site considerations to ensure a cohesive strategy that supports TOD, station access, and future parking demand, consistent with the vision outlined in the MARC Penn Line TOD Strategy.

1.6.3 Amazon's housing fund

MDOT has held preliminary discussions with Amazon regarding its housing fund (<https://www.aboutamazon.com/news/community/amazon-housing-equity-fund>). Amazon funds the creation and preservation of thousands of affordable homes across three of the communities that Amazon calls home, including the Arlington, Virginia/National Capital region. Amazon established the housing fund to help fund the creation or preservation of affordable homes for individuals and families earning moderate to low incomes (30% - 80% AMI)

Amazon may provide reduced-interest, long-term subordinate financing to developers to promote the construction of affordable housing. Amazon's housing fund will prioritize projects on an expedited timeframe but the projects must be expected to break ground in early 2027 in order to be deemed eligible. To model Amazon funding, prospective development partners should assume subordinate debt with full repayment at the end of an investment term of up to 20 years. Amazon evaluates potential projects on a case-by-case basis and determines its funding based on a variety of factors, including sponsor qualifications, project need and affordable benefits delivered.

Amazon will determine interest rates depending on the current interest rate environment, project affordability (30-80% AMI) levels, and additional underwriting criteria. Amazon utilizes a "but-for" evaluation of projects – in other words, production of affordable units that would not otherwise occur without Amazon investment. Amazon prioritizes long term affordability (99 years), with affordability for units ranging from 30% to 80% AMI. Amazon is not a party to the RFP solicitation process. MDOT is not a party to investment agreements. Do not contact Amazon directly. While Amazon has not made a commitment to the project, the selected Developer would be encouraged to hold discussions with Amazon and potentially apply for financing.

1.7 MDOT's Joint Development Program

MDOT's Joint Development Program seeks to deliver high-impact TOD on State-owned land, emphasizing transparency, equity, and value creation. Proposals must align with the program's goals and demonstrate the capacity to implement both a catalytic Phase 1 Development Plan and a strategic Master Development Plan. The program provides a consistent framework for selecting partners capable of advancing transportation, housing, and community goals.

1.8 Joint Development Goals and Objectives

In May 2025, MDOT approved the Joint Development Policy framework for Joint Development Projects on State-owned land with clearly defined goals, objectives, principles, and processes (see the MDOT Joint Development Policy package in the Data Room). The following policy goals outline MDOT's objectives for the Joint Development Program for the State of Maryland. The intent is to promote TOD that maximizes public value, supports local community aspirations, and fosters sustainable growth. Each goal is prioritized to advance MDOT's Joint Development Program and Governor Moore's [State Plan](#).

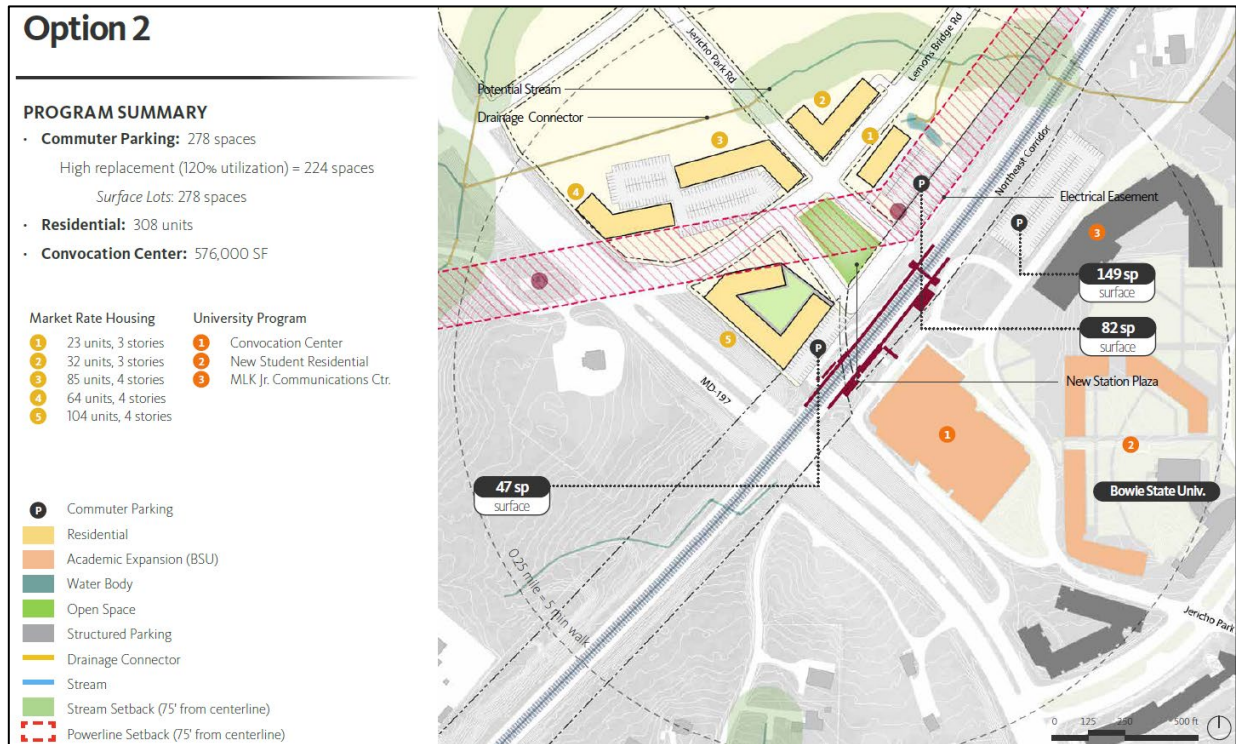
- **Increase Transit Ridership and Reduce Single Occupancy Vehicle Miles Travelled ("VMTs"):** MDOT aims to grow transit ridership through new development in station areas facilitated by its Joint Development Program, allowing more station area residents, workers, and visitors to use transit.
- **Increase Housing Supply (Including Affordable Housing) and Jobs:** MDOT seeks to foster sustainable regional growth by creating new housing and business opportunities near transit.
- **Maximize the Return on the State's Transportation Infrastructure Investments:** Prioritizing higher-density and mixed-use Joint Developments around transit stations to maximize the State's historic \$2 billion infrastructure investment in MTA's transit system. TOD increases transit ridership, reduces congestion, and drives economic growth by creating walkable, accessible communities. This approach ensures long-term returns while advancing Governor Moore's State Plan.
- **Support Long-Term Economic Development and Revenue Goals:** MDOT's Joint Development Program is dedicated to advancing economic growth and generating sustainable revenue for the State and local jurisdictions over the long term by generating new state and local taxes on formerly undeveloped and tax-exempt land. MDOT is committed to diversifying equity, building community wealth, and creating local jobs. Long-term economic development goals and ridership generation are considered top priority in implementing Joint Development projects.
- **Improve Transit Facilities:** Where improvement, modification, or relocation of transit facilities will allow for a better development program, MDOT may require developers to relocate, reconfigure, or improve transit facilities as part of a Joint Development Project. Additionally, MDOT may also seek to improve or expand transit facilities as part of the Project and seek developers in delivering those facilities. The intent is to enable better development and improved transit facilities. In any case, modification of transit facilities or any aspect of Joint Development should seek to minimize operating costs and seek capital cost avoidance for MDOT, where feasible.

- **Enhance Station Access and Connectivity:** New TOD development should integrate seamlessly with the surrounding street and mobility networks, as well as with the surrounding public spaces. Ensuring connectivity to and through TOD to transit infrastructure is a key goal.
- **Support Local Development Goals and Community Needs:** MDOT recognizes the importance of aligning Joint Development efforts with local development goals and addressing community needs. Joint Development projects will aim to enhance the quality of life for residents while supporting broader transit and economic objectives.
- **Seek to Minimize Risks:** Joint Development projects should minimize financial, operational, and safety risks to MDOT and its partner-developers, by establishing a predictable and transparent process with clear expectations and requirements.
- **Be a Trusted Business Partner:** MDOT will act as a competent and reliable business partner, retaining risks it can manage most appropriately and effectively and seek out partners with proven track records of quality development.

The goals and objectives outlined above define MDOT's priorities at the Bowie State MARC Station and will serve as the basis for evaluating proposals. Respondents will be assessed on their ability to deliver both a cohesive and comprehensive Master Development Plan for the State-owned site as part of the Master Planning Phase and the near-term Phase 1 Joint Development Opportunity.

The TOD Strategy provides a conceptual framework for the broader station area and includes an illustrative development concept for the MDOT parcels that meets the intent of MDOT's Joint Development goals and objectives for this site. While this may inform submissions, it does not constrain them. Varying approaches to the site were contemplated during the study period with the published concept representing a single idea of a potential outcome, which is also evident in the "Draft Development Concept Option 2" that contemplated the placement of multifamily housing at the same location of the parking facility illustrated in the published Strategy (see Figure 2 – Penn Line TOD Strategy – Bowie State – Preliminary Design – Option 2). MDOT welcomes alternative approaches, provided they are feasible and meet or exceed MDOT's goals, objectives, and requirements. In an effort to avoid geographically fragmented commuter parking, MTA's preference is to have no more than one parking lot on each side of the rail corridor and easily accessible from the station.

Figure 3 - Penn Line TOD Strategy - Bowie State – Preliminary Design - Option 2



1.9 Joint Development Process

1.9.1 Exclusive Negotiating Period

Following the selection and notice of award, MDOT and the Developer will enter into an Exclusive Negotiating Privilege (“**ENP**”) Agreement, which will include a Right of Entry license. The ENP and Right of Entry will allow the Developer to advance due diligence and design of the Master Development Plan and the Phase 1 Development Plan. The ENP also sets the agreed upon exclusivity period and will guide the parties’ in developing the Development Plans and to work together to draft a non-binding term sheet to inform the drafting of the Master Developer Agreement (“**MDA**”) and other legal documents for the transaction.

1.9.2 Master Development Plan and Phase 1 Development Plan Design

As the Bowie State Joint Development opportunity includes a master planning component and a Phase 1 development project, MDOT envisions the concurrent but separate advancement of a “**Master Development Plan**” and a “**Phase 1 Development Plan**” to ensure the Developer has sufficient flexibility and to reduce the risk of broader site constraints impacting the delivery timeline of Phase 1.

The Master Development Plan is a comprehensive master plan submission (approximately 30% design development stage) for the entire Site, which includes the requirements for the Project and serves as the basis for compliance throughout the detailed design process and for each future phase of development in a multi-phased project. The “Phase 1 Development Plan” will advance concurrently

Both the Master Development Plan and the Phase 1 Development Plan will be reviewed in alignment with the Joint Development goals and objectives outlined in Section 1.8, as well as MDOT’s Project Requirements detailed in Section 2. All design and construction activities shall comply with the standards and specifications of the “**Authority Having Jurisdiction**”, meaning the governmental organization or agency responsible for enforcing codes, standards, and regulations within the jurisdiction of this Project to ensure public safety and code compliance.

In parallel with the advancement of the above Development Plans, MDOT will negotiate an MDA with the selected Developer, an Exclusive Negotiating Privilege (“ENP”), a Term Sheet, the Master Ground Lease, and the forms for the Phased Ground Lease(s), Reciprocal Easement and Operating Agreement(s), Construction Agreement for the Phase 1, and any other agreements necessary for the delivery of the Project, as required. The MDA is a binding agreement between MDOT and the Developer, outlining the requirements, commercial terms, and value exchange for the Project. It will also include provisions relating to the assembly of any necessary financing, execution of design and construction contracts, securing any necessary permits and entitlements, and completion of an approved final design. Once the MDA and Development Plan have been finalized, MDOT will seek approval of the MDA and related agreements such as the Master Ground Lease from the Board of Public Works (“**BPW**”) and the Federal Transit Administration (“**FTA**”), if applicable. Approval from BPW and FTA (if applicable) are legal requirements that must be secured before the MDA and related transaction documents are final and binding on the State.

Figure 1- Joint Development Process



Please refer to [MDOT's Joint Development Policy](#) for additional insight into the Joint Development Process.

1.9.4 Proposed Joint Development Schedule

The below proposed joint development project schedule is subject to change. MDOT encourages Respondents to propose a project schedule as outlined in Section 3 that will satisfy timing sensitivities for the delivery of the Phase 1 Joint Development Opportunity, while providing flexibility to advance the Master Development Plan. Further timelines will be subject to the advancement of the Master Development Plan which will identify the timelines for the design, financing, and delivery of the identified transit and public infrastructure requirements, in addition to any phased development opportunities.

Milestone	Proposed Timelines
RFQ/RFP Solicitation	75 Days
Evaluation, Notice of Selection, & Award	October 2025
ENP Agreement & Non-Binding Material Term Sheet Execution	January 2025
ENP Period	
Phase 1 Development Plan	September 2026
Master Development Plan	12 – 18 Months
MDA Negotiations	9 Months
BPW MDA & Project Approvals	November 2026
MDA Execution	November 2026
Detailed Design & Closing – Phase 1	Targeting Q1-Q2 2027
Notice to Proceed – Phase 1	Targeting Q1-Q2 2027
Master Development Plan Project Approvals and Implementation	Subject to Master Development Plan Advancement/Approval

An aerial photograph of a city, likely Atlanta, showing a mix of old and new buildings, green spaces, and a street with cars. A large, semi-transparent yellow number '2' is overlaid on the left side of the image.

2

PROJECT REQUIREMENTS

2 Project Requirements

In addition to advancing MDOT's goals and objectives outlined in Section 1.8, the Developer must address the following Project Requirements in their Proposal. These include General Requirements that apply across the entire site, as well as specific requirements for two key scopes of work: The Master Planning Phase Requirements which outlines the long-term planning, due diligence, determination of infrastructure requirements, and implementation strategies needed to guide full site buildout; and the Phase 1 Joint Development Opportunity Requirements which details the near-term improvements required to support the initial catalytic Phase 1 development, including transit and private infrastructure elements.

2.1 General Requirements

The selected Developer will be responsible for adhering to the general requirements for both the comprehensive Master Planning Phase and for the Phase 1 Joint Development Opportunity. All planning and development activities must comply with the applicable requirements of MDOT, Prince George's County, and any other relevant Authorities Having Jurisdiction.

The Developer must ensure that all plans and improvements, whether proposed as part of the Master Planning Phase or implemented during Phase 1, adhere to all applicable codes, guidelines, and policies, including but not limited to:

- MTA TOD Design Guidelines and Bus Stop Standards (where applicable)
- MDOT's Joint Development Policy
- MDOT's Complete Streets Policy
- ADA and universal accessibility standards
- Prince George's County Zoning Ordinance and Subdivision Regulations
- Applicable safety, environmental, and zoning requirements
- State and Federal Environmental Regulations (including wetlands, stormwater management, and stream buffer regulations affecting the Bowie State site)

Any proposed changes to station operations or transit facilities must be reviewed and receive prior approval from MTA. It is MDOT's explicit intention to avoid any disruption to existing transit services during both the Master Planning Phase and Phase 1 stages. Throughout all phases of construction and site development, the Developer will be expected to maintain safe, ADA-compliant access to and from the Station, including connectivity across the Site and to any adjacent or future infrastructure.

2.2 Master Planning Phase Requirements

The Developer is responsible for leading the Master Planning Phase and delivering a comprehensive Master Development Plan. This work will identify and integrate all components necessary for full site buildout while aligning with broader regional goals.

The Project Requirements for this phase are organized into four categories:



2.2.1 Long Term Transit Infrastructure Improvements

The following transit-related improvements are not currently funded and must be advanced through preliminary design and incorporated into the Master Development Plan. These improvements may be delivered in future phases, and the Financing and Implementation Plan must address proposed delivery responsibilities and funding options:

- MARC platform extension to 800 feet to accommodate and protect for potential future Amtrak train service and to increase site connectivity.
- New platform access connections.
- A new pedestrian bridge with vertical circulation connecting the Site to the University.

2.2.2 Public Infrastructure Improvements

The following improvements are outside the boundaries of the Site and which may be required to support regional access and broader growth beyond the State-owned Site and must be included as part of the Master Development Plan, in coordination with MDOT, Prince George's County, and BSU to align planning and coordination of infrastructure delivery. The Developer will address potential implementation strategies and external funding strategies through the Master Development Plan.

- Off-site utility upgrades or regional infrastructure improvements to increase capacity beyond site needs.
- Road network, access improvements, or intersection improvements beyond Site needs.
- Shared-use trail connections or sidewalks beyond the Site boundaries, such as east-west paths along MD 197.
- Campus connectivity infrastructure that links the MARC Station to Jericho Park, BSU, and adjacent neighborhoods.
- Strategic parking consolidation or shared-use parking solutions that serve institutional and broader community needs.
- Stormwater management facilities required for Public Infrastructure Improvements areas.
- Public realm improvements located in public areas (e.g., civic amenities, greenways, open space corridors).

2.2.3 Private Infrastructure Improvements

The Developer must identify, plan, and design the following Private Infrastructure Improvements necessary to directly serve the State-owned Site as part of the Master Development Plan, including improvements that support the phased buildout for private development. These include:

- Buildings, site amenities, and supporting infrastructure for all private uses, including required parking for Phase 1 and full Site build out.

- Internal sitewide utility systems (water, sewer, electric, telecom) necessary to serve all private development phases on the Site.
- Road network, access improvements, or intersection improvements to support phased site development.
- Public realm improvements within the Site (e.g., plazas, landscaping, on-site trails or open spaces not dedicated to public agencies).
- Wayfinding and signage serving the full Site.
- Interim connections or staging infrastructure required to enable early phases of private development.
- Stormwater management systems located within the Site and serving on-site development.

2.2.4 Master Development Plan Requirements

The Developer will be responsible for leading the Master Planning Phase which will include all Phase 1 Joint Development Requirements, as outlined below, Long-Term Transit Infrastructure Improvements, Public Infrastructure Improvements, and Private Infrastructure Improvements as part of the Master Development Plan. The Master Development Plan will also include, but is not limited to, the following task and deliverables:

- **Due Diligence and Site Analysis** - Perform all necessary due diligence for the Site, which includes but is not limited to environmental and geotechnical assessments, verification of permitted land uses, ALTA survey, and title work. The team will coordinate with MDOT on title verification and parcel ownership to confirm any corrections deemed necessary to avoid conflicting with the title work currently underway by the agency. This due diligence will support risk management for Phase 1 and inform key planning assumptions.
- **Master Development Plan** - Prepare and lead the creation of a comprehensive Master Development Plan that supports long-term site buildout while positioning Phase 1 as a catalytic development. The plan will outline and include all Master Planning Phase Requirements and Phase 1 Joint Development Requirements; reflect Bowie State University's institutional goals; and propose strategies to coordinate MDOT, BSU, Prince George's County, and the selected development partner. The plan must also identify potential funding sources and delivery mechanisms aligned with feasibility and market realities. The Master Development Plan will include, but is not limited to the following submittals:
 - Facility needs assessment, including the determination of infrastructure and assessing the capacity and condition of the existing infrastructure and utilities, and future needs to support phased development.
 - Master Development Plan Program and Site Plan
 - Parking Management Plan which outlines the long-term parking demands and solutions for MDOT and BSU.

- Multimodal Circulation Plan
 - Utility Plan
 - Phasing Plan
 - Stakeholder and Community Engagement Plan
 - Maintenance of Traffic Plan
 - Wayfinding and Signage Plan
 - Cost Estimates
 - Financial Feasibility Analysis and Benefits Analysis
 - Financing and Implementation Plan
- **Future Development Opportunities** - Identify private development opportunities beyond Phase 1 as part of the Master Development Plan, which the Developer may elect to deliver. Subject to the Financing Plan and Implementation Strategy outlined in the Master Development Plan, MDOT may also determine that the Developer serve as a fee developer for certain infrastructure components.
 - **Funding Opportunities** - Facilitate, identify, and help secure public, private, or philanthropic funding sources to support implementation of Master Planning Phase Requirements and Phase 1 Joint Development Requirements.
 - **Stakeholder and Communities Engagement** - Undertake stakeholder and community engagement, as determined by the Stakeholder and Community Engagement Plan, in collaboration with MDOT.
 - **Permits and Approvals** - Coordinate with MDOT and permitting agencies on all required approvals.

2.3 Phase 1 Joint Development Opportunity Requirements

2.3.1 Phase 1 Transit Infrastructure Improvements

The Developer will be responsible for the design, construction, and where applicable, operations, and maintenance of the following Phase 1 Transit Infrastructure Improvements, in accordance with MTA's standards and specifications to enable the delivery of Phase 1.

- Permanent partial reduction of 200 – 250 parking spaces on the West Lot to support the Phase 1 Joint Development Opportunity, subject to the Developer's Phase 1 Development Plan.
- Reconfiguration of remaining parking, including relocation of the ADA parking spaces, to support efficient layout and access to the station platforms and ease for the MARC customer experience which may include new or enhanced pathways to the MARC platforms, as determined by MTA's review.
- Relocation of the 3-4 Kiss & Ride spaces

- Protection for 2 future bus layover spaces and/or bus bays (space must be preserved)
- Pedestrian and bicycle access improvements
- Wayfinding and signage
- Preserving safe and uninterrupted transit operations at the Bowie State MARC Station during construction, which may include relocation of any pick-up/drop-off zones, and any required modifications, relocation, or reconfiguration of station access infrastructure to enable Phase 1.

2.3.2 Phase 1 Private Infrastructure Improvements

The Developer will be responsible, at their own expense (Unless otherwise agreed upon in writing by MDOT), for the design, construction, and as applicable, the operation and maintenance of all the Phase 1 Private Infrastructure Improvements to support the near-term Phase 1 Joint Development Opportunity, including site access, grading, utilities, and interim connections, and coordinating closely with MDOT and County agencies to ensure alignment with long-term development goals and objectives.

- A. Buildings, site amenities, and supporting infrastructure for all private uses, including required parking for Phase 1
- B. Direct, accessible, barrier-free, safe, and continuous pedestrian and bicycle access, including sidewalks and pedestrian infrastructure, throughout the Site and its connections to the Bowie State MARC Station, Bowie State University campus, and Jericho Park Road for Phase 1
- C. Site demolition, clearing, excavation, grading, and environmental remediation as required
- D. Any new streets or traffic improvements to the Site to support Phase 1, consistent with multimodal design standards and the MDOT Complete Streets Policy
- E. Traffic improvements or access management required by Prince George's County, based on a traffic impact analysis associated with the Phase 1 development
- F. Any interim or permanent parks, public open space, and any proposed amenities for Phase 1 that are focused around and highlight the entrance and connections to the Station
- G. Utilities and utility connections, including water, sanitary sewer, stormwater facilities, electric, telecom, and broadband infrastructure as necessary to support Phase 1
- H. Internal wayfinding and signage that supports legibility and multimodal circulation throughout the Site and to/from the Station. Signage should align with MTA branding guidelines where applicable
- I. Landscaping and tree preservation, including integration of existing tree cover where feasible and/or on-site mitigation strategies to preserve visual and environmental quality

While the State does not impose specific housing affordability requirements, MDOT expects Respondents to comply with all applicable County affordable housing policies and requirements.



3

PROPOSAL OUTLINE

3 Proposal Outline

Respondents shall submit a comprehensive Proposal following the outline below which should structure and clearly identify and separate each section.

3.1 Cover Letter

Developers should include a cover letter introducing the Development Team and briefly summarizing the content of the Proposal.

3.2 Executive Summary

Respondents shall provide a high-level narrative summarizing their overall Proposal and approach to both components of the project: the Master Planning Phase and the Phase 1 development. The Executive Summary should clearly articulate how the Proposal advances the goals and objectives set forth in this RFP, and highlight how the two scopes align and reinforce one another. It must identify major opportunities, challenges, or innovations proposed for the Site and its context, and highlight key differentiators of the Respondent's team, methodology, or development strategy.

The Executive Summary should also note any exceptions or limitations, including any areas where the Respondent may not be able to meet specific requirements outlined in Section 2. The Executive Summary must not exceed three (3) pages and should include a brief narrative preview of the content included in the remainder of the Proposal.

3.3 Development Team

Respondents must clearly identify the full Development Team responsible for delivering the Master Planning Phase and the implementation of the Phase 1 Joint Development Opportunity. This section should present the Team's composition, structure, qualifications, and past experience as they relate to both components, with distinctions clearly drawn between the Master Planning and Phase 1 efforts.

3.3.1 Team Structure and Organizational Chart

Respondents should provide a narrative identifying the organizational structure of the Development Team. This includes the lead Joint Development Partner that will serve as the contractual counterparty to MDOT, as well as all subconsultants and subcontractors supporting the Master Planning Phase (e.g., planners, designers, engineers, infrastructure specialists, and legal advisors) and the Phase 1 delivery (e.g., developers, builders, and affordable housing partners). Moreover, the Respondent should clarify ownership arrangements if affiliated with other entities.

An organizational chart must be included to clearly depict the composition of the team, highlighting key personnel, entity relationships, and reporting structures. The chart should indicate which individuals or firms are responsible for the Master Planning scope and which are dedicated to Phase 1 implementation. MDOT encourages a diverse and inclusive team composition, including robust participation from Minority Business Enterprises (MBEs) and Veteran-Owned Small Businesses (VSBES).

3.3.2 Key Personnel

Provide brief summaries or resumes for key personnel proposed to lead or significantly contribute to the project, including roles such as planning, infrastructure, design, development (including development lead and affordable housing partner, if applicable), and community engagement. Clearly indicate each individual's role and relevant experience, especially with projects involving transit planning, rail corridor design or construction, and work with MTA, Amtrak, or in active rail environments. Respondents should note experience with developing adjacent to rail infrastructure on the Northeast Corridor as part of a development or consultant team, which will be considered an asset. Each summary should clearly outline the individual's relevant experience, particularly with projects of similar scale and complexity, and delineate their specific role on this project.

3.3.3 Relevant Project Experience

Respondents must submit no more than three (3) project examples, with a minimum of one project related to Master Planning projects of similar scope, scale, and complexity. Each example must clearly describe which team members were involved and their respective contributions, development program summary, project timing and phasing, development costs (budgeted vs actual), financing summary, project challenges, as well as project references, including the name, role, and contact information.

- **Master Planning Experience** Examples should demonstrate the team's ability to lead large-scale master plans, ideally for public-sector or institutional clients, with experience integrating land use, infrastructure, and private development. Submissions should reflect planning on constrained sites, phasing strategies, agency coordination, and entitlement approaches. Projects should also demonstrate experience coordinating with transit agencies and planning for long-term station access and multimodal connectivity. Proposals should clearly demonstrate the Respondent's experience working within similar regulatory environments and coordinating with transportation agencies, local governments, and institutional stakeholders on complex, phased development efforts.
- **Development Experience (Phase 1 or Equivalent):** Examples should highlight successful delivery of vertical development in early or catalytic phases, such as affordable or mixed-income housing. Proposals should show experience aligning with public infrastructure timelines, navigating permitting, structuring public-private partnerships, and delivering transit facilities or interim station access improvements, including maintenance of traffic or continuity of operations.

3.4 Master Development Plan Proposal

This section describes the required information for the submission of the Master Development Plan. Respondents are not required to submit designs for the broader site but must demonstrate a clear approach to the master planning of the site, team capabilities, and implementation readiness aligned with MDOT's goals and objectives.

To demonstrate their qualifications and approach, Respondents must submit a proposal that addresses the following key elements of Master Plan development.

- **Master Planning Approach:** Respondents must present a clear planning approach that aligns with MDOT's goals and objectives. Respondents must describe their approach and methodology for the Master Planning Phase and preparing the Master Development Plan, including the

requirements identified in Section 2. The narrative should explain how the team will translate long-term vision into practical steps, process for identifying, prioritizing, and integrating transit and public infrastructure improvements (e.g., MARC platform, pedestrian bridge, bus layover, multimodal circulation), and approach to facilitating and seeking to secure financing to support implementation and delivery.

- **Work Plan and Methodology:** The proposal must describe the team’s approach to managing the Master Planning Phase, planning process, including anticipated phases, major deliverables, and milestones. It should explain stakeholder engagement tactic, decision-making frameworks, and the use of technical tools such as GIS analysis, visualization, or market testing. Respondents are encouraged to highlight any innovations that support transparency, inclusion, or inter-agency coordination.
- **Understanding of Site Conditions:** Proposals should demonstrate the team’s understanding of the site’s complexity, including the need to coordinate public infrastructure improvements such as road network upgrades and functional utility servicing. Respondents should address key site constraints, including fragmented land control, existing overhead utility lines, and limited access. The section should also identify strategic opportunities, such as university partnerships, transit connectivity, and favorable zoning. This section should highlight the team’s ability to navigate these conditions to deliver a realistic, implementable plan.
- **Stakeholder and Community Engagement:** Respondents must summarize their strategy for coordinating with the community, MDOT, MTA, Bowie State University, Prince George’s County, and other key stakeholders. This should reflect experience managing multi-party planning efforts and include examples of similar past collaborations.
- **Optional Enhancements:** While not required, respondents may propose value-added elements that enhance MDOT’s goals and objectives. Respondents are encouraged to propose enhancements based on their understanding of the site’s unique opportunities and constraints, including coordination with Bowie State University and the Revenue Authority’s landholdings. MDOT welcomes creative, feasible approaches that demonstrate added value and advance the broader vision for the station area.

3.5 Phase 1: Preliminary Development Plan (“PDP”) Proposal

This section outlines the organization and required information for submission of the Preliminary Development Plan (PDP) which is focused on Phase 1. The PDP is not expected to define the full buildout of the Site; rather, it should demonstrate the Respondent’s approach to delivering an implementable and catalytic first-phase project, while recognizing its relationship to future master planning efforts. Ideally, Phase 1 will be clearly defined and self-contained, including all associated transit infrastructure improvements, access, utilities, and public infrastructure requirements necessary to deliver the Phase 1 opportunity as a stand-alone development pad within the broader future master-planned site. It must demonstrate feasibility, coordination with the master planning effort, and readiness for near-term implementation.

- A. **Phase 1 Approach, Vision, and Value Proposition:** Provide a narrative summary that outlines the approach, vision, and value propositions for Phase 1, describing how the proposal meets

or exceeds the Joint Development goals and objectives outlined in Section 1.8 and the Project Requirements from Section 2.3. Highlight any community benefits, innovative solutions, any efforts to meet and or exceed the goals, objectives, and requirements; and key considerations for integrating Phase 1 within the Master Development Plan.

- B. Development Program:** Based on Joint Development goals and objectives outlined in Section 1.8, Phase 1 Joint Development requirements, and the current understanding of site conditions, provide a high-level development program for Phase 1. At minimum, this should include key development statistics such as: proposed use(s) (e.g., residential); estimated square footage, unit count, and building height; affordable housing requirements, including number of affordable units, target income bands (AMI), and term of affordability; parking strategy, including quantity, types (vehicular, ADA, EV, bicycle), and location; and any anticipated site improvements, open space, or transit-supportive elements. Recognizing that site boundaries and conditions are subject to confirmation, Respondents should note any critical assumptions and identify program elements that may require refinement during the Master Planning Phase. Further requirements may be set by Amazon or other housing finance agencies if they are utilized.
- C. Preliminary Site Plan:** Based on the Joint Development goals and objectives outlined in Section 1.8, provide a Preliminary Site Plan that illustrates the proposed development program, and includes the Phase 1 Joint Development and Phase Private Infrastructure Improvements outlines in Section 2.3. This plan is not expected to be final or fully engineered but should convey basic massing and layout; proposed building footprint(s); access, circulation, and connections to the MARC station and surrounding areas; any known or assumed easements, access points, or encumbrances; and planned infrastructure or utility improvements, if any. Given the early stage of site readiness, Respondents may indicate areas requiring further investigation or clarification as part of the Master Planning Phase.
- D. Preliminary Phasing and Delivery Strategy:** Include a high-level phasing plan focused on the delivery of Phase 1. While broader phasing for the full Site will be addressed through the Master Development Plan, Respondents may describe how Phase 1 has been designed to align with or support future development activity. Identify potential impacts to transit service and describe the approach to ensuring safe and uninterrupted transit operations at the Bowie State MARC Station during Phase 1 delivery, which may include relocation of any pick-up/drop-off zones, and any required modifications, relocation, or reconfiguration of station access infrastructure
- E. Project Narratives:** Provide short and concise narrative responses that explain key considerations and strategies relevant to the proposed Phase 1 Development Plan. These narratives should demonstrate an understanding of the Project's goals and context and may include reasonable assumptions where specific site conditions remain to be confirmed.

 - **Market and Marketability:** Describe the rationale for the proposed Phase 1 program in light of current and anticipated market conditions. Include any key indicators of demand or feasibility for the intended uses (e.g., residential), and briefly explain how the proposal is positioned to succeed within the Bowie State MARC Station context. Detailed

absorption modeling or formal market studies are not required but may be referenced if already available.

- **Economic Impact Analysis:** Provide a high-level summary of the anticipated benefits of the Phase 1 development. This may include potential job creation, new tax revenues, increased transit use, or contributions to campus vitality and local placemaking. Describe how the proposed development will advance broader goals for equitable, transit-oriented growth.
 - **Permits and Approvals:** Outline the anticipated regulatory pathway for Phase 1. Identify any key zoning, entitlement, or agency approvals that may be required, and summarize the team's proposed strategy and timeline for securing them. Respondents may indicate any assumptions made regarding current zoning or land use designations.
 - **Community Engagement Plan:** Outline the proposed approach to engaging the community, including outreach, feedback processes, and coordination with key stakeholders, elected officials, and media. This plan should reflect MDOT as an engagement partner and should look for creative ways (social media, etc.) in engaging the public and key stakeholders.
 - **Risks and Mitigation Strategies:** Identify key project risks (e.g., market shifts, permitting delays, funding gaps, community opposition, etc.) and provide well-defined mitigation strategies. Include contingency planning and explain how risks will be managed collaboratively with stakeholders to ensure project viability, public trust, and long-term success.
 - **Speed of Delivery and Execution:** Describe how the Respondent's team is uniquely positioned to deliver the Project efficiently and meet MDOT's goals and objectives in a timely manner. Highlight the team's relevant experience, ability to mobilize immediately, (including proposed accelerated timing of milestones and commitments), and strategies for fast-tracking Project delivery.
- F. Project Schedule:** Provide a high-level timeline for the delivery of the Phase 1 development, including key milestones for predevelopment, entitlements, design, financing, and construction, with inclusion of the timelines outlined in Section 1.9. The schedule should reflect realistic sequencing, account for coordination with the ongoing Master Planning process, and identify any major dependencies or risks that could affect timing.
- G. Visual Illustrations:** A visual representation of the proposed Phase 1 Joint Development and schematic plans that convey design and material intent of the Project. Such visual representation need not be elaborate or costly but must provide MDOT a clear picture of the proposed completed Project. If possible, provide color renderings, building massings, or three-dimensional graphics for better understanding of the Project.

3.6 Financial Proposal

This section outlines the organization and required information for submitting the Financial Proposal.

3.6.1 Master Planning Phase Budget

The Respondent must include the Respondent's fee proposal to undertake the scope outlined in Section 2.2, as well as a detailed budget breakdown which illustrates how the Respondent proposes to apply MDOT's \$1.5 million funding commitment to advance the Master Planning Phase, subject to MDOT's approval. Respondents must describe how the team will manage scope, staffing, and deliverables within the proposed budget.

While this MDOT funding is to be leveraged as a commitment by the State to initiate and support the Master Planning Phase and due diligence activities, it is not meant to limit the tasks deemed necessary by a Respondent to this RFP for completion of the master planning work for this project. If applicable, Respondents should identify any gap in scope and/or funding that may be required to complete the Master Planning Phase and identify the proposed funding sources to complete the work. Any further identified State funding would be subject to further budgetary appropriations.

3.6.2 Phase 1 Joint Development Opportunity

The Respondent must articulate each of the items noted below as described within their proposal for evaluation.

- A. Financial Capacity:** The Respondent should demonstrate experience successfully securing funding and financing to realize mixed-use, transit-oriented, and/or joint development projects (e.g., construction and permanent debt, equity, tax credits, public subsidies, etc.). The Respondent should provide a statement of any relevant experience with public funding and financing programs, including, but not limited to Low-Income Housing Tax Credits (LIHTC) and any experience with Maryland DHCD programs.

In addition, the Respondent must demonstrate the financial capacity of the Respondent team (including key equity partners or parent company) with evidence of financial standing. Ideally, the Respondent should demonstrate that it has access and the ability to commit sufficient working capital (whether through balance sheet, cash flow reserves or letters of support from financial institutions) to fund pre-development and reserves to address unanticipated challenges associated with this Joint Development Opportunity.

- B. Financial Plan:** The Financial Plan is intended as a narrative with a breakdown of how the Project shall be funded by providing a top-down overview of sources, uses, financing structure and ownership intentions. The following sections detail the required components for the Financial Plan which must be broken down by each phase, if applicable:
- **Sources:** A breakdown of all funds (including equity, Amazon housing fund, LIHTC-financing, debt, fundraised capital, non-MDOT related funding, etc.) to be obtained for predevelopment planning, design, entitlements, construction, and permanent financing, and the assumptions used to size them (assumptions must contemplate interest rates, amortization type, period and debt coverage ratio, and all other relevant source information) for the funding of the uses to be stated in the itemized expense budget of the financial plan. For each capital source, outline the expected financing terms, including key assumptions. Indicate any master planning activities that is proposed to be funding via MDOT's \$1.5M master planning contribution.



In the event of a funding gap for Transit Infrastructure Improvements or Private Infrastructure Improvements for Phase 1, the Respondent shall identify any specific direct or indirect public subsidy as a source of funds, including, but not limited to, competitive or non-competitive Federal or State funding/lending programs (e.g. MDOT's TOD Capital Grant and Revolving Loan Fund, LIHTC, Transportation Infrastructure Finance and Innovation Act ("TIFIA"), Railroad Rehabilitation and Improvement Financing ("RRIF"), Tax Increment Financing ("TIF"), Payments in Lieu of Taxes ("PILOTS"), or tax abatements). MDOT is open to serving as a sponsor in the event that the Developer wishes to pursue TIFIA or RRIF loans and may leverage existing agreements with State agencies that support TOD to facilitate access to such financing. However, MDOT shall not guarantee any public subsidy to fill any funding gap in the Project budget.

If TIFIA/RRIF is assumed, Respondents are strongly encouraged to anticipate and include anticipated costs for compliance with Federal requirements which may include, but are not limited to: compliance with the Davis-Bacon Act, National Environmental Policy Act ("NEPA"), Title VI, and Buy America program requirements as well as Build America Bureau project development costs. MDOT is interested in advancing TIFIA/RRIF opportunities as part of its Joint Development Program and is committed to working with the Developer in its capacity to act as a sponsor to advance the loan opportunities to support the financing of the Project, as applicable.

- **Uses:** A detailed Project budget that breaks down all costs to be incurred in the development, design, and construction for Phase 1, including hard costs, softs costs, contingencies, remediation costs, demolition costs, and acquisition and financing costs. Any proposed contribution of MDOT's land value for Transit Infrastructure Improvements, must be clearly itemized and must specify the amount of land value and what improvements it will be applied to.
 - **Ownership:** Respondents should outline their intended long-term role in the ownership and management of Phase 1, including whether they plan to retain any interest through a ground lease or similar structure. Proposals should also indicate whether any portion of the Project may be transferred to third parties (e.g., through subleases or phased ground leases), subject to applicable approvals, including BPW approval.
- C. Financial Pro Forma:** Respondents must submit a comprehensive development and operating financial cash flow pro forma in Microsoft Excel. The pro forma should begin at the assumed closing of the Ground Lease Agreement (January 1, 2027) and extend through construction and the full 99-year lease term. It must reflect the Phase 1 development and be accompanied by clear documentation of supporting assumptions. The pro forma shall:
- Be consistent with the Market & Marketability narrative (Section 3.5), the Financial Plan, and the Preliminary Development Site Plan,
 - Not include circular references, balancing numbers, or hard-coded values,
 - Clearly separate all input assumptions in one or more dedicated worksheets, with no inputs embedded in calculation sheets, and

- Be expressed in U.S. dollars and clearly identify whether figures are in real or year-of-expenditure (YOE) dollars.
- It should also include:
 - A summary sheet with key financial metrics (e.g., debt service coverage ratio, levered/unlevered internal rates of return),
 - A detailed development budget for each component,
 - A projected cash flow sheet covering the entire Project life,
 - A breakdown of sources and uses of funds,
 - A separate sheet identifying cash flows and revenues to MDOT through the lease term, and
 - Any linked files required for model functionality.

All assumptions supporting the Financial Pro Forma must be clearly documented and justified from a market perspective. These should be presented using standard industry benchmarks (e.g., per square foot [should always clarify if net or gross], per unit, per room), and also on a total/aggregate basis where relevant. Assumptions must include:

- A reference to the overall schedule presented in the Preliminary Development Plan, with timing assumptions noted,
- A breakdown of sources and uses of funds, including key financing terms and assumptions, consistent with those presented in the Financial Plan, and
- Explanation of assumptions should further include:
 - Phase-specific timelines for pre-development, construction (horizontal and vertical), delivery, and stabilization,
 - Phase-specific cost assumptions for design, construction, operations and maintenance, financing, and other applicable categories, and
 - Assumptions for the first stabilized year's revenue and projected net operating income (levered and unlevered), in total and on a per-square-foot basis. A summary sheet with key financial metrics (e.g., debt service coverage ratio, levered/unlevered internal rates of return).

D. Fair Market Value Compensation Approach: Respondents must propose a ground lease payment structure that ensures MDOT receives compensation that is equal to the fair market value of the Site over the lease term. Compensation to MDOT may be derived from a combination of participatory events that could include, but are not limited to: ground lease payments, Capital Event Compensation (defined below), and other participation events that may be proposed by the Developer, minus land value contributions towards Transit Infrastructure Improvements or Public Infrastructure Improvements, as determined by MDOT in its sole discretion. MDOT will evaluate the present value of proposed revenue

streams using a discount rate appropriate to the risk profile of those cash flows and other assumptions.

- Demonstrate, through the Financial Pro Forma required as mentioned above, that the cumulative present value of the payments to MDOT meet or exceed fair market value for the Site (in Net Present Value terms), incorporating conservative downside scenarios to account for potential risks, revenue variability, and market uncertainties.
 - Respondents must propose a payment structure for the Site based on their own development and financial assumptions, including their approach to valuing the Site. Final compensation terms will be negotiated as part of the Master Development Agreement consistent with the proposed payment structure, informed by a certified third-party appraisal to be completed prior to MDA execution or financial closing. MDOT reserves the right to assess reasonableness of proposed structures during evaluation, but final FMV will be established based on the appraisal.
 - Clearly define any participatory events, including the following:
 - **Ground Lease Revenues:** Lease payments as scheduled in the ground lease.
 - **Gross Revenue:** A specified share of all revenue generated or derived and received, directly or indirectly, by the Developer as a result of the Project associated with the Ground Lease.
 - **Development Fee Share:** A specified share of any fees paid to the Developer during the lifespan of the Project, whether at financial close or deferred, if applicable (e.g., LITHC projects).
 - **Capital Event Compensation:** Payments triggered by capital events that include, but are not limited to the refinancing of debt or a loan takeout.
 - **Other:** Other participatory events as proposed by the Respondent.
 - Include the proposed calculation methodology, share percentages, payment timing, and definitions of key financial terms.
 - Include a brief narrative outlining how MDOT's compensation may vary under different development scenarios. Respondents are encouraged to address key variables that could impact Phase 1 cash flows, such as changes in construction costs, lease-up pace, or vacancy rates, and describe how these factors may affect MDOT's proposed returns or compensation structure.
- E. Pre-Development Commitment:** The Developer must demonstrate that it has readily available funding and provide a commitment to cover a proposed percentage of the expected Pre-Development Tasks costs relating to Phase 1, which are defined as expenditures for due diligence, permits, legal advisors, etc. and the advancement of the Phase 1 Development Plan and detailed design.

3.7 Affidavits and Certifications



3.7.1 Respondent Affidavit

Each member of the Development Team, including all joint venture partners, equity members, and any firms identified as Key Personnel, must complete and sign a separate Respondent Affidavit (**see Appendix B – Bid/Proposal Affidavit**). These signed affidavits must be submitted collectively with the Proposal. By submitting the Proposal, the Respondent affirms that each member of the Development Team has executed the affidavit and is in compliance with its terms.

The selected Developer shall have a continuing obligation to ensure that all members of the Development Team and Key Personnel remain in compliance with the requirements of the Respondent Affidavit for the duration of their involvement in any services related to this RFP.

3.7.2 Irrevocable Letter of Credit

Upon award, the selected Developer will be required to provide one (1) irrevocable Letter of Credit that will be held by MDOT until the terms under the Master Development Agreement have been satisfied. If any Developer is unable to provide this Letter of Credit within seven (7) days of award then the award may be nullified by MDOT at its sole discretion, and the Respondent shall not move forward in the development process. If this happens, MDOT shall be free to select an alternative Developer for the Project.

- Letter of Credit Amount: \$50,000
- Format: See Appendix **C**
- Conditions: The Letter of Credit will be returned upon closing, pursuant to the terms of the executed Master Development Agreement.

3.7.3 Inclusion of MBEs and VSBEs

Minority Business Enterprise

MDOT is committed to promoting increased opportunities for small, minority, and women-owned businesses. Consistent with that commitment, MDOT desires that businesses owned by socially and economically disadvantaged individuals, including certified minority business enterprises (“**MBEs**”), as defined in §14-301 of the State Finance and Procurement Article, have the maximum practicable opportunity to participate in the Bowie State MARC Station Joint Development project. MDOT encourages the use of firms owned by socially and economically disadvantaged individuals, including MBEs, for contracting and subcontracting opportunities. MDOT encourages contractors to promote and undertake efforts to reach out to firms owned by socially and economically disadvantaged individuals, including MBEs, to maximize their participation in the project. A directory of certified MBEs is maintained by the Maryland Department of Transportation Office of Minority Business Enterprise. The directory is available online at <https://marylandmdbe.mdbecert.com/>. Select the “Directory of Certified Firms” tab.

Veteran Small Business Enterprise

Offerors are encouraged to work with subcontractors that are certified veteran-owned small business enterprises (“**VSBEs**”), as defined in Code of Maryland Regulations 21.11.14. Consistent with that

commitment, MDOT encourages contractors to promote and undertake efforts to reach out to VSBES to maximize their participation in the Bowie State MARC Station Joint Development project. VSBES are verified by the Center for Verification and Evaluation (“CVE”) of the United States Department of Veterans Affairs as a veteran-owned small business. Certification of a VSBE firm can be verified by doing a vendor search through [eMaryland Marketplace \(eMMA\)](#). Certification means that the verified veteran-owned firm has successfully qualified for participation in the VSBE Program by completing the online application in eMMA.

3.7.4 Conflict of Interest Affidavit

Each member of the Development Team, including all joint venture partners, equity members, and any firms identified as Key Personnel, must complete and sign a separate Respondent Affidavit (**See Appendix D – Conflict of Interest Affidavit**). These signed affidavits must be submitted collectively with the Proposal. By submitting the Proposal, the Respondent affirms that each member of the Development Team has executed the affidavit and is in compliance with its terms.

3.8 Submission Requirements

Each Proposal is required to follow the formatting requirements below and be submitted as an electronic copy to the address listed below. Failure to respond with the requisite information may result in a Respondent being deemed non-responsive.

- **Page Limit:** While MDOT does not impose a specific page limit for responses to this RFP, we strongly encourage respondents to be concise. Lengthy submissions exceeding 50 pages are strongly discouraged, not including cover pages, title pages, table of contents, affidavits, requested forms/attachments, and financial information. In line with MDOT's focus on efficiency and speed of delivery, we value clear, direct responses that demonstrate the ability to execute the project efficiently. We hope that this emphasis on efficiency will be reflected in your submission, with a focus on delivering the necessary information without unnecessary detail or redundancy.
- **Proposal Organization:** Respondents must clearly separate the Technical Proposal from the Financial Proposal so they are appropriately aligned with the framework noted within Section 3 of this RFP evaluation.
- **Page Layout:** All pages other than graphics and financial data should be 8½” x 11”, 1” margins, font size 11-point (Calibri preferred), page numbering required, and in the order as outlined in this RFP.
- **Format:** Adobe Portable Document Format (PDF) format, unless otherwise noted.
- **Graphics:** Site plans, designs, and renderings should be in PDF format and may be formatted to be 11" x 17".

Responses must be uploaded to the Bowie State MARC Station Joint Development shared folder no later than **October 14th** 5:00 PM EST with confirmation email notification being sent to:

Darron Cooper, Project Manager (dcooper8@mdot.maryland.gov)



4

EVALUATIONS

4 Evaluations

4.1 RFP Process and Schedule

MDOT’s anticipated RFP schedule is outlined below.

<u>Item:</u>	<u>Date:</u>
RFP Issuance	August 7, 2025
Site Visit	August 19, 2025
Respondent Q&A Deadline	August 21, 2025
MDOT Q&A Responses	August 29, 2025
Deadline for RFP Response	October 14, 2025
Respondent Interviews	Week of October 27, 2025
Selection and Award	November 2025

4.1.1 Site Visit

A site visit will be held at 1:00 PM on Tuesday, August 19, 2025, at the Bowie State MARC Station. The visit will include a walkthrough of the site and an opportunity for interested Respondents to ask questions in advance of the Q&A period.

Interested Respondents must register for the site visit by completing the [Bowie State MARC Station Joint Development Site Registration Form](#).

4.1.2 Question & Answer (Q&A) Period

A Q&A Period will be open for respondents to submit any additional requests for clarification or to ask specific questions regarding the RFP solicitation. All questions must be emailed to the Project Manager at BowieStateRFP@mdot.maryland.gov. MDOT will respond to these inquiries and post the official responses in the shared folder, accessible to all respondents. The Q&A period will close on August 21, 2025, at 5:00pm, after which no further questions will be entertained.

4.2 Evaluation Committee

Proposals will be circulated and reviewed by a selected evaluation committee consisting of MDOT staff, which may include other external members at MDOT’s sole discretion. The evaluation committee may discuss the Proposals with other stakeholders, including but not limited to the Federal Transit Administration, partner State agencies, and the local jurisdiction. The evaluation committee will review all Proposals and recommend a preferred Developer for the final decision to be made by the MDOT Chief of Transit Oriented Development.

4.2.1 Respondent Interviews

Upon review of the Proposals, or at any point before selection, MDOT might conduct interviews with certain Respondents to clarify or seek further information regarding their proposals. Alternatively, MDOT may choose to issue a set of Q&As for respondents to respond to in writing, in order to clarify or seek additional details on their Proposals. The questions may vary among Respondents based on the contents of individual Proposals. These interviews or Q&A responses will help MDOT gain a thorough understanding of each Proposal before making a selection and award.

4.3 Selection and Award

Following receipt of any additional requested information, MDOT may submit, in its sole discretion, one or more Proposals, as modified through any interviews or information requested to the MDOT Chief, Transit-Oriented Development, as a recommendation. The MDOT Chief of Transit-Oriented Development shall have sole authority to make the final selection and may accept, reject, or request further clarification of any recommendation before making a determination. MDOT shall notify the Developer of its selection.

MDOT will contact all Respondents to inform them of the results of the selection process once the necessary action has been completed by MDOT to confirm the selected party.

4.4 Evaluation Criteria

Proposals will first be reviewed to determine whether they meet the key preconditions, including administrative completeness, development team eligibility, and submission of all required financial materials. Responsive proposals will undergo a comprehensive, points-based evaluation based on the point allocation set forth below.

Evaluation Criteria	Total Points
Alignment with MDOT's Joint Development Goals and Objectives	100
Evaluation will consider the overall vision and alignment with MDOT's Joint Development Goals and Objectives (Section 1.8). Strong proposals will address these goals and objectives with specific, measurable commitments and provide supporting quantifiable analysis or qualitative narrative to justify the development approach.	
Development Team Qualifications	200
Evaluated based on compliance with Section 3.3, including Team Structure, Organizational Chart, Key Personnel, and Relevant Project Experience related to joint development, master planning, and affordable housing and mixed income projects of similar scope, scale, and complexity.	
Master Development Plan Proposal	200

Evaluation Criteria	Total Points
Evaluated based on the Respondent's approach and content as outlined in Section 3.4 of the RFP, including the proposed planning approach, compliance with the Master Planning Phase requirements (Section 2.2), work plan and methodology, understanding of site conditions, stakeholder and community engagement strategy, scope and budget management, and any optional enhancements submitted.	
Phase I: Preliminary Development Plan Proposal	250
Assessment of how the Project Approach, Vision and Value Proposition (Section 3.5.A) translates the Bowie State MARC Station Joint Development Goals and Objectives (Section 1.8) into a cohesive, executable vision and value proposition for an implementable, catalytic first-phase project that integrates into a concurrent Master Planning Phase.	50
Demonstrated Inclusion of Project Requirements: Evaluation of the Project Requirements (Section 2.3) into the PDP (Section 3.5.B), Preliminary Development Site Plan (Section 3.5.C), Preliminary Phasing and Delivery Strategy (Section 3.5.D), Visual Illustrations (3.5.G), and Project Schedule (Section 3.5.F). The emphasis is on ensuring that all the necessary requirements are represented and accounted for Phase I.	100
Clarity and substance of Project Narratives (Section 3.5.E) in support of Phase I Preliminary Development Plan, including: <ul style="list-style-type: none"> • Market and Marketability • Economic Impact Analysis • Permits and Approvals • Community Engagement Plan • Risks and Mitigation Strategies 	50
Speed of Delivery and Execution - Evaluation of the Speed of Delivery and Execution narrative (Section 3.5.E), Project Schedule (Section 3.5.F), and Preliminary Phasing and Delivery Strategy (Section 3.4.D.)	50
Financial Proposal – Master Development Phase	100

Evaluation Criteria	Total Points
Evaluated based on Section 3.6.1, including proposed use of MDOT's \$1.5 million budget, cost reasonableness, and approach to managing scope, staffing, and deliverables.	
Financial Proposal – Phase I Joint Development Opportunity	150
Pass/Fail: Proposals must demonstrate through the evaluation of the Fair Market Value Compensation Approach (Section 3.6.2.D) and the Financial Plan (Section 3.6.2.B) and Pro Forma (Section 3.6.1.C) that MDOT will receive compensation that is at least equal to the fair market value of the property.	Pass / Fail
Scored Evaluation: Evaluated based on Section 3.6.2, including the Financial Capacity, feasibility of the Financial Plan and Financial Pro Forma, proposed compensation structure for the site, and demonstrated understanding of risk factors. Maximum points will be awarded to proposals that provide a clear, simple approach ensuring MDOT's recoupment of FMV with high certainty, minimal complexity, and reduced administrative burden.	100
Pre-Development Commitment: Evaluation of the proposed amount and structure of the pre-development financial commitment.	50

APPENDIX

TERMS AND CONDITIONS



1.1 Authorization

By submitting this Proposal, the Respondent affirms that the individual submitting and delivering the Proposal has the legal authority to do so on behalf of the entity and all Development Team members.

1.2 Acceptance of Terms and Conditions

By submitting a Proposal to this RFP, the Respondent shall be deemed to have accepted all the terms, conditions and requirements in this RFP. Any exceptions to this RFP shall be clearly identified in the applicable section of the Proposal. All exceptions will be taken into consideration when evaluating the Respondent's Proposal. The State reserves the right to accept or reject any exceptions.

1.3 Press and News Releases

No news release pertaining to this solicitation or the services, study and project to which it relates shall be made without prior written MDOT approval and then only in coordination with MDOT.

1.4 Incurred Expenses

The State will not be responsible for any costs or expenses incurred by any Respondent in connection with this Solicitation. This includes, but is not limited to, the preparation and submission of a Proposal, participation in meetings, demonstrations, or interviews, and any other activities undertaken in response to this Solicitation. Furthermore, if a Respondent is selected for advancement, whether for further development of the Master Development Plan, negotiation of commercial agreements, or preparation of related final documentation, the Respondent shall bear all associated costs and expenses. Under no circumstances shall the State be liable for or reimburse any such expenses, regardless of the outcome of the solicitation or negotiations.

1.5 Continuing Offers

Unless a Proposal is withdrawn in accordance with the terms of this solicitation, each Proposal received will be deemed to be a continuing offer valid for two hundred ten (210) days or until the Proposal is accepted or rejected by MDOT, whichever first occurs.

1.6 Verification of Registration and Tax Payment

Upon selection of the Developer, the entity must be registered with the State Department of Assessments and Taxation (SDAT) and in good standing. SDAT is located at 123 Market Place Baltimore, MD 21202. For registration information, visit <https://www.egov.maryland.gov/businessexpress>.

1.7 Financial Capacity Certification

All submitted information (e.g., references, financials, experience, insurance, bonds) must pertain solely to the Respondent, unless the parent entity provides a signed guarantee of the subsidiary's performance. Such a guarantee must be included in the Proposal and signed by an authorized representative of the parent entity.

A parent entity guarantee does not automatically qualify the Respondent for the parent's experience or credentials. The State will assess the relevance and applicability of the parent's experience, the extent of its involvement in contract performance, and the overall value of its participation.

1.8 Due Diligence Disclaimer Statement

The property is being offered for development on an “as is” basis. The Developer is entirely responsible for conducting a thorough due diligence process regarding the development of the Site. This includes but is not limited to, environmental studies, utility investigations, securing environmental approvals, and obtaining survey and site plan approvals. MDOT disclaims any responsibility or liability for the completeness or accuracy of any information it provides. Furthermore, MDOT does not guarantee or warrant the condition of the development Site, its suitability for the proposed uses, or the likelihood of obtaining development approvals or permits for those uses. The Developer is solely responsible for obtaining all necessary approvals and permits and for addressing any objections to the proposed uses, regardless of their source. MDOT does not guarantee or commit to providing assistance or support to the Developer in obtaining these approvals or permits, or in resolving any objections from community organizations, activists, elected officials, or those responsible for issuing such approvals and permits. MDOT’s Project Manager will collaborate with the Developer to provide the necessary information for obtaining permits. However, other parties retain the right to evaluate, approve, or reject any applications submitted.

1.9 MDOT’s Reserved Rights

MDOT reserves the right, without limitation, in its sole and absolute discretion to the following:

- Accept or reject any and all proposals at any time.
- Suspend, discontinue and/or terminate agreement negotiations with the Proposer at any time prior to the actual authorized execution of such agreement by all parties. Until the Master Developer Agreement is negotiated, BPW approved, and executed, the Developer has no vested rights.
- Waive any minor informality or irregularity in Proposals received.
- Reissue the solicitation to any and all potential Respondents.
- Negotiate with a Respondent without being bound by any provision in its Proposal prior to selection.
- Request clarification or obtain additional information about any Proposals or solicitation submissions throughout the evaluation process and submit multiple requests to any Respondent, including follow up requests based on the Respondent’s response.
- Issue amendments, supplements, addenda to, and/or cancel any solicitation.
- Request revisions to Proposals based on requests for clarification, to obtain additional information, or as a result of an amendment, supplement, or addenda to the solicitation.
- Issue a conditional selection to a Respondent. The selected Respondent’s acceptance of such conditions, either explicitly or by engaging with MDOT to negotiate for the development of the Site, shall be deemed to amend Respondent’s Proposal, including the non-binding term sheet, to include such conditions.

1.10 Indemnification

The Respondent will be required to indemnify MDOT against all claims, liabilities, and costs of whatsoever kind and nature, including environmental claims, which may be imposed upon, incurred by, or asserted against MDOT in connection with the selected Developer’s performance under the Master Developer Agreement or related agreements. Contractors, subcontractors, and space tenants or subtenants (where applicable) will be required to provide similar indemnification through future agreements executed as part of the Project.

1.11 Insurance Requirements

The selected Developer will be required to procure and maintain insurance coverage in amounts determined solely by MDOT, which may include but is not limited to General Liability, All Risk Property, Builder's Risk, Worker's Compensation, Automobile Liability, Contractors' Pollution Legal Liability, Railroad Protective Liability, Rental Value Insurance, Professional Errors and Omissions Liability, and Boiler and Machinery (during operations only). Contractors and subcontractors will be required to procure and maintain similar insurance coverage as determined appropriate by MDOT and as set forth in future agreements, including the Exclusive Negotiating Privilege and Master Developer Agreement.

1.12 Applicable Laws

1.12.1 Choice of Law

This RFP shall be governed by the laws of the State of Maryland.

1.12.2 Federal, State, and Local Jurisdiction

Respondents are responsible for being fully informed of and comply with the requirements of applicable federal, State, and local laws, permits, and regulatory requirements, including the National Environmental Policy Act ("NEPA") and Federal Transit Administration ("FTA") Joint Development requirements, as applicable.

1.12.3 Americans with Disabilities Act (ADA)

All Projects shall be constructed in compliance with Titles II and III of the Americans with Disabilities Act, 42 USCA Section 12101, et seq., as amended, and any regulations promulgated thereunder (ADA). Responses shall include a plan indicating how access from the Project to the Station will be provided for persons with disabilities. Additionally, if a Project or any subsequent addition, modification or alteration triggers accessibility-related improvements to the Station, the selected Developer shall be responsible for the costs of such improvements. The only exceptions are when the accessibility-related improvements predate the date of completion of the Project and are required to be made regardless of the Project or constitute accessibility-related improvements that MDOT is implementing at stations in general as part of its system-wide improvements or alterations.

1.12.4 Davis-Bacon Act/Fair Labor Standards Act

The construction of any MDOT replacement facility or MDOT Improvement must comply with the Davis-Bacon Act, 40 USC Section 276a, et seq., and overtime compensation must be paid in compliance with the Fair Labor Standards Act, 29 USCA Section 201, et seq. (1978), as amended. The Davis-Bacon Act applies to any improvements federally funded or assisted.

1.12.5 Nondiscrimination Policy

As a condition of entering into any agreement, the Developer represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy. As part of such compliance, the company may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination.

1.12.6 Public Information

The Maryland Public Information Act (PIA), Title 4 of the General Provisions Article of the Annotated Code of Maryland, applies to documents submitted in response to this RFP. If a Respondent submits information in its proposal that it believes contains confidential commercial information, confidential financial information, or trade secrets and should not be subject to disclosure under the PIA, the Respondent must clearly mark such information on each page as “Confidential” and provide a cover sheet identifying each section and page and provide justification why MDOT should not disclose such materials under the PIA. Respondents are advised that, upon request for this information from a third party, MDOT will make an independent determination whether the information may be disclosed under the PIA and Applicable Law.

APPENDIX

BID/PROPOSAL AFFIDAVIT

B

END

A. AUTHORITY

I HEREBY AFFIRM THAT:

I (*print name*) _____ possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19--103 of the State Finance and Procurement Article of the Annotated Code of Maryland; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, gender identity, or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, “discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation for bids on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder shall provide to the State a list of all instances within the immediate past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid or proposal to the State, the bidder agrees to comply with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.”

B-1. Certification Regarding Minority Business Enterprises.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, [*State Finance and Procurement Article, § 14-308\(a\)\(2\)*](#), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. Certification Regarding Veteran-Owned Small Business Enterprises. The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, [State Finance and Procurement Article, § 14-605](#), Annotated Code of Maryland, which provides that a person may not:

((1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)--(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in [Section 16-101\(b\) of the State Finance and Procurement Article](#) of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to [Criminal Procedure Article, § 6-220](#), Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, [18 U.S.C. § 1961 et seq.](#), or the Mail Fraud Act, [18 U.S.C. § 1341 et seq.](#), for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, [§ 14-308 of the State Finance and Procurement Article](#) of the Annotated Code of Maryland;

(5) Been convicted of a violation of [§ 11-205.1 of the State Finance and Procurement Article](#) of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)--(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) § 7201, Attempt to Evade or Defeat Tax;

(b) § 7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) § 7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) § 7206, Fraud and False Statements, or

(e) § 7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of [18 U.S.C. § 286](#) Conspiracy to Defraud the Government with Respect to Claims, [18 U.S.C. § 287](#), False, Fictitious, or Fraudulent Claims, or [18 U.S.C. § 371](#), Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance

and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)--(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors,

partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal

of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT: Except as validly contested, the business has paid, or has arranged for payment of, all taxes due 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 Maryland Department of Labor, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, § 17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, § 17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, § 17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of [*State Finance and Procurement Article, § 14-413*](#), Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR § 260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

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: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

APPENDIX

IRREVOCABLE LETTER OF CREDIT FORM



ISSUER:**DATE OF ISSUE:** [Month, day, and year of issue]

[Name of bank]

[Bank address]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [Letter of credit number]**BENEFICIARY:****APPLICANT:**

Maryland Department of Transportation, by
and through The Office of Real Estate
and Economic Development
7201 Corporate Center Drive
Hanover, Maryland 21076

[Name of Developer]

[Address of Developer]

ATTENTION: Odenton MARC Station Joint Development Project Manager**AMOUNT:** \$[Letter of credit amount]**EXPIRY DATE:** [Letter of Credit month, day, and year of expiration] subject to renewal provisions herein**PROJECT:** Bowie State University MARC Station Joint Development

To Whom it May Concern:

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

This Letter of Credit shall automatically renew for a 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 [Letter of Credit month, day, and year of expiration].

If a drawing made by Beneficiary under this Letter of Credit reaches the address provided on this Standby Letter of Credit via Courier (FEDEX or DHL) 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 [Letter of credit number] 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 Secretary’s Office of the Maryland Department of Transportation, the Director of The Office of Real Estate and Economic Development for the Maryland Department of Transportation, or one of 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.

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

Name (printed)

APPENDIX

**CONFLICT OF INTEREST
AFFIDAVIT**

D

CONFIDENTIAL

A. Definitions.

(1) In this regulation, the following terms have the meanings indicated.

(2) Terms Defined.

(a) “Conflict of interest” means that, because of other activities or relationships with other persons:

(i) A person is unable or potentially unable to render impartial assistance or advice to the State;

(ii) The person’s objectivity in performing the contract work is or might be otherwise impaired; or

(iii) A person has an unfair competitive advantage.

(b) Person.

(i) “Person” has the meaning stated in COMAR 21.01.02.01B(64).

(ii) “Person” includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent or any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

B. A solicitation that will result in the selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of a State contract shall provide notice of the requirements of State Finance and Procurement §13-212.1, Annotated Code of Maryland, and this regulation.

C. If the procurement officer makes a determination before award that facts or circumstances exist giving rise or which could in the future give rise to a conflict of interest, the procurement officer may reject a bid or offer under COMAR 21.06.02.03B.

D. Termination.

(1) After award, the State may terminate the contract, in whole or in part, if it considers termination necessary to avoid an actual or potential conflict of interest.

(2) If the contractor knew or reasonably could have been expected to know of an actual or potential conflict of interest before or after award and did not disclose it or misrepresented relevant information to the procurement officer, the State may terminate the contract for default, institute proceedings to debar the contractor from further State contracts, or pursue other remedies as may be permitted by law or the contract.

E. A conflict of interest may be waived if the procurement officer, with approval of the agency head, determines that waiver is in the best interest of the State. The determination shall state the reasons for the waiver and any controls that avoid, mitigate, or neutralize the conflict of interest.

F. A bidder or offeror responding to a solicitation that will result in the selection of a contractor who will assist a unit in the formation, evaluation, selection, award, or execution of another State contract shall provide the affidavit and disclosures set forth in §G of this regulation to the procurement officer with the bid or offer and at other times as may be required by the procurement officer.

G. The affidavits and disclosures required by §F of this regulation shall be in substantially the same form as follows:

CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

C. The bidder or offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail-attach additional sheets if necessary):

E. The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

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)

An aerial photograph of a city, likely Baltimore, showing a mix of urban development, including multi-story buildings, green spaces, and a street with a car. A large, dark, semi-transparent rectangular overlay covers the center of the image, serving as a background for the title text.

BOWIE STATE UNIVERSITY **MARC STATION**

Joint Development



www.maryland.gov