

RESERVATION OF RIGHTS & MISCELLANEOUS PROVISIONS

Reservation of Rights

The Redevelopment Authority of Prince George's County ("RDA") reserves the right, in its sole discretion and as it may deem necessary, appropriate, and/or beneficial to the County with respect to the Expression of Interest (EOI), to:

- i. Cancel, withdraw, or modify the bid prior to or after the Submission Due Date for the EOI;
- ii. Modify or issue clarifications to the bid prior to the Submission Due Date for the EOI;
- iii. Request submission of additional information from one, some, or all Respondents;
- iv. Request modifications to EOI(s) or the submission of Best and Final Offers (BAFO) for the RDA's review;
- v. Enter into negotiations with one or more Respondents based on EOIs submitted in response to the Surplus Real Property sale;
- vi. Begin negotiations with a different Respondent in the event that RDA determines, in its sole discretion, that an EOI may not be executed within the allotted period of time for negotiations with the prior selected Respondent;
- vii. Make and memorialize modifications to any EOI during the course of negotiations between RDA and Respondent;
- viii. Reject any EOI(s) it deems incomplete or unresponsive to the bid requirements;
- ix. Reject all EOI(s) that are submitted;
- x. Terminate negotiations with a Respondent if such Respondent introduces comments or changes to a EOI or any other documents the RDA and Respondent negotiate that are inconsistent with its previously submitted materials;
- xi. Rescind the Selection and terminate negotiations with the selected Respondent for any violation by selected Respondent of Applicable Law or any provision of this EOI, or as determined by RDA in its sole discretion; and
- xii. Modify the deadline for EOI(s) or other actions and (a) reissue the original notice, (b) issue a modified notice, or (c) issue a new request for EOI(s), whether or not any EOI(s) have been received in response to the initial notice.

Conflicts of Interest

Disclosure

By submitting an EOI, each Respondent is representing and warranting the following to the RDA:

- i. The compensation to be offered or paid in connection with this EOI has been developed and provided independently and without consultation, communication, or other interaction with any other Respondent or potential Respondent for the purpose of restricting competition related to the Surplus Real Property notice or otherwise;
- ii. No current or former employee has participated in the preparation of Respondent's EOI.
- iii. No person or entity currently holding (or having held) a position with a quasi-County agency, or retained by the RDA as a contractor on any matter:
 - a. has provided any information to Respondent that was not also available to all Respondents;
 - b. is affiliated with or employed by Respondent or has any financial interest in Respondent;
 - c. has provided any assistance to Respondent in submitting an EOI; or
 - d. shall benefit financially if Respondent is selected in response to the EOI; and
- iv. Respondent has not offered to give, or given, to any RDA officer or employee any gratuity or anything of value intended to obtain favorable treatment under the EOI and Respondent has not taken any action to induce any RDA officer or employee to violate the rules of ethics governing the County and its employees. Respondent has not and shall not offer, give, or agree to give anything of value either to the RDA or any of its employees, agents, consultants, managers, or other person or firm representing the RDA, or to a member of the immediate family (i.e., a spouse, child, parent, brother, or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this EOI.

As used herein, "anything of value" shall include, but not be limited to, any

- i. Favors, such as meals, entertainment, and transportation which might tend to obligate an RDA employee to Respondent; or
- ii. Gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment, or business opportunity. Such term shall not include work or services rendered pursuant to any other valid RDA EOI.

Restrictions

Respondent must disclose the names of any current officer, employee, or agent who are RDA officers, employees, consultants, or contractors.

- i. This provision shall apply to Respondent during the EOI, and shall subsequently apply to the selected Respondent until such time as the completion of the purchase sale agreement and transfer of the property; and

- ii. Required disclosures and notices notwithstanding, failure to comply with any obligation described in this provision may result, in the RDA's sole discretion, in a Respondent's disqualification from consideration under this EOI, the rescission of a Respondent's Selection, and/or termination of any agreement between a Respondent and the RDA.

Miscellaneous Provisions

Notice of Modifications

RDA will post on the RDA Website any notices or information regarding cancellations, withdrawals, and modifications to this solicitation (including modifications to the deadlines included herein). Respondents shall have an obligation to periodically check the RDA's Website for any such notices and information, and the RDA shall have no duty to provide direct notice to Respondents.

Ownership and Use of Proposals

All Submissions shall be the property of the RDA. The RDA may use any and all ideas and materials included in any Submission, whether or not the Submission is selected.

Selection Non-Binding

The Selection by the RDA of a Respondent indicates only the RDA's intent to negotiate with a Respondent, and the Selection does not constitute a commitment by the RDA to execute a final agreement or contract with Respondent. Respondents, therefore, agree and acknowledge that they are barred from claiming to have detrimentally relied on the RDA for any costs or liabilities incurred as a result of submitting an EOI.

Non-Liability

By participating in the EOI process, each Respondent agrees to hold the RDA, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this EOI.

Confidentiality

Parties shall keep confidential and not make any public announcement or disclose to any person or entity the existence or any terms of this EOI or any information disclosed by the inspections or in the Respondent due diligence materials, the Respondent due diligence reports or any other documents, materials, data or other information with respect to the Property or the business which is not generally known to the public or otherwise required to be disclosed by applicable law or otherwise and any subsequent information delivered by the parties hereto regarding the EOI shall be held in confidence and disclosed to officials, employees and agents only on a need-to-know basis. Notwithstanding the foregoing, RDA does not have a duty of confidentiality with respect to any information which must be made public or otherwise disclosed pursuant to applicable laws.