

**Bid/Proposal Affidavit**

**A. AUTHORITY**

**I HEREBY AFFIRM THAT:**

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. 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 current positions and responsibilities with the business):

**C. AFFIRMATION REGARDING OTHER CONVICTIONS RETAINED**

**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; or
- (9) 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)—(8) above, 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):

**D. 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).

**E. 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 (indicate reasons why the affirmations cannot be given without qualification):

**F. 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.

**G. 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.

**H. 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 Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**I. 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 making of the Contract.

**J. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) 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 §17-702 of State Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

**K. 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.

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE & AFFIANT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINT NAME OF AUTHORIZED REPRESENTATIVE & AFFIANT**

\_\_\_\_\_  
**TITLE OF AUTHORIZED REPRESENTATIVE & AFFIANT**

Appendix A-2

**BID BOND**

Bond No.

We, \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, [or an individual surety qualified in accordance with State Finance and Procurement Article, §13-207 or §17-104, Annotated Code of Maryland,] as Surety, hereinafter called the Surety, are held and firmly bound unto the State of Maryland, hereinafter called "State", for the sum of \_\_\_\_\_ for the payment of which sum, the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Principal has submitted a bid for (Identify project by number and brief description):

**NOW, THEREFORE**, if the Principal, upon acceptance by the State of its bid identified above, within the period specified therein for acceptance (ninety (90) days, if no period is specified), shall execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms, or in the event of failure so to execute such further contractual documents and give such bonds, if the Principal shall pay the State the difference not to exceed the penalty hereof between the amount specified in Principal's bid and such larger amount for which the State may in good faith contract with another party to perform the work covered by said bid, then the above obligation shall be void and of no effect.

The Surety executing this instrument hereby agrees that its obligation shall not be impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the State, notice of which extension(s) to the Surety being hereby waived; provided that such waiver of notice shall apply only with respect to extensions aggregating not more than ninety (90) calendar days in addition to the period originally allowed for acceptance of the bid.

In Presence of:  
Witness

\_\_\_\_\_ as to

In Presence of:  
Witness

\_\_\_\_\_ as to

\_\_\_\_\_ as to

\_\_\_\_\_ as to

Attest:

\_\_\_\_\_

Secretary

Attest

\_\_\_\_\_

Bonding Agent's Name \_\_\_\_\_

Agent's Address \_\_\_\_\_

Individual Principal

\_\_\_\_\_  
(Name)

\_\_\_\_\_ (SEAL)

Partnership Principal

\_\_\_\_\_  
(Name)

\_\_\_\_\_ (SEAL)

Partner

\_\_\_\_\_ (SEAL)

Partner

\_\_\_\_\_ (SEAL)

Partner

Corporate Principal

\_\_\_\_\_  
(Name of Corporation) AFFIX

By: \_\_\_\_\_  
President SEAL

\_\_\_\_\_  
(Surety) AFFIX

By: \_\_\_\_\_  
Attorney-in-fact SEAL

## Appendix A-3

### Bid Form

**Proposer:** \_\_\_\_\_

**Bid Form Version:** \_\_\_\_\_

[Submit multiple bid forms/versions if you would like to propose different options for the number of years for the Ground Lease and/or differing structures for payment to UBalt.]

1. Length of Proposed Ground Lease # \_\_\_\_\_ Years from ground lease execution
  
2. Amount and timing of Pre-Development Ground Rent to be paid to UBalt during the interval period after the lease is executed but before the Project produces income. Include estimated length of this period. \$ \_\_\_\_\_ Annually \$ \_\_\_\_\_ Quarterly  
# \_\_\_\_\_ Months of Ground Rent before Project produces income
  
3. The Developer's estimated fair market value of UBalt's land/site on which Developer's Project is proposed For comparison only. UBalt will not sell the land. \$ \_\_\_\_\_ Fair Market Value of Site
  
4. Annual Ground Rent (paid quarterly in advance)  
Year 1 \$ \_\_\_\_\_ Annually \$ \_\_\_\_\_ Quarterly  
Proposed Escalation Index : \_\_\_\_\_  
Reason for this proposed index rate: \_\_\_\_\_  
\_\_\_\_\_

5. Development budget – Attach the development budget and **provide your list of assumptions**

- a. Percent Development Fee Proposed \_\_\_\_\_ % of Development Budget
- b. Total Dollar Amount of Development Fee Proposed \$ \_\_\_\_\_ in Development Budget
- c. Proposed Property Management Fee (including marketing and sales but not leasing) \_\_\_\_\_ % of \_\_\_\_\_ = \$ \_\_\_\_\_
- d. Contingency % in the Development Budget \_\_\_\_\_ % = \$ \_\_\_\_\_
- e. Contingency % in the Construction Budget \_\_\_\_\_ % = \$ \_\_\_\_\_
- f. Amount of Development Budget Financed \_\_\_\_\_ % = \$ \_\_\_\_\_
- g. Amount of Development Budget that is Equity \_\_\_\_\_ % = \$ \_\_\_\_\_

6. Operating budget – Attach the operating budget by year for the first ten years, and in ten-year increments thereafter. **Provide your list of assumptions over time.** Show standard revenues, including gross revenues, expenses, and net income by year.



7. Cash Flow – Attach a sheet that shows projected year-by-year cash flow for the entirety of the Ground Lease period.

NOTES:

- **One version of the Bid Form must** show an option with the structure specified below for cash flow to UBalt.
- **Proposers may submit additional Bid Forms** with alternative structures for payment to UBalt, and are encouraged to do so if alternative structures would be more beneficial.
- All Bid Form versions are to show relevant cash flow amounts to UBalt, year-by-year, for each year for the entirety of the Ground Lease.

REQUIRED BID FORM VERSION

6a. Use maximum 50-year ground lease.

6b. Show minimum guaranteed payments to UBalt for each year from execution of ground lease through end of ground lease period PLUS

6c. Show additional projected payment to UBalt for each year based on a percentage of gross revenues (indicate whether fixed or sliding scales) from execution of ground lease through end of ground lease period

Show specific annual amounts for each year, including any relevant escalation.

8. Total Cumulative Cash Flow to UBalt from Base Ground Rent during Ground Lease \$ \_\_\_\_\_ Total to UBalt
9. NPV of Cash Flow from Base Ground Rent to UBalt during Ground Lease using 3% annual escalation for revenue projections and 3% escalation for expenses, zero residual and a 6% discount \$ \_\_\_\_\_ NPV to UBalt
10. Total Cumulative Cash Flow to Developer/Owner/Manager projected from all sources during the Ground Lease \$ \_\_\_\_\_ Total to the Developer
11. NPV of Cash Flow to Developer/Owner/Manager during the Ground Lease using 3% annual escalation for revenue projections and 3% escalation for expenses, zero residual and a 6% discount \$ \_\_\_\_\_ NPV

Appendix A-4

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**RFP NO.:** \_\_\_\_\_

**TECHNICAL/PRICE PROPOSAL DUE DATE:** \_\_\_\_\_ at X:XX AM/P.M.

**RFP FOR:** \_\_\_\_\_

**NAME OF PROPOSER:** \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

I hereby acknowledge receipt of the following addenda which have been issued regarding the above referenced solicitation:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Appendix A-5

**VENDOR FEEDBACK FORM (if applicable)**

To help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, please provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email this completed form to [bvukirk@ubalt.edu](mailto:bvukirk@ubalt.edu).

**RFP UB-23-BK-03, Ground Lease of University Property**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- Other commitments preclude our participation at this time
- The subject of the solicitation is not something we ordinarily provide
- We are inexperienced in the work/commodities required
- Specifications are unclear, too restrictive, etc. (Explain in REMARKS section)
- The scope of work is beyond our present capacity
- Doing business with the University System of Maryland (USM) is simply too complicated. (Explain in REMARKS section)
- We cannot be competitive. (Explain in REMARKS section)
- Time allotted for completion of the Proposal is insufficient
- Start-up time is insufficient
- Bonding/Insurance requirements are restrictive (Explain in REMARKS section)
- Proposal requirements (other than specifications) are unreasonable or too risky (Explain in REMARKS section)
- MBE or VSBE requirements (Explain in REMARKS section)
- Prior University of Maryland System (USM) contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section)
- Payment schedule too slow

Other: \_\_\_\_\_

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express ~~concerns~~ please use the REMARKS section below. (Attach additional pages as needed.)

REMARKS:

Vendor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_