

REQUEST FOR PROPOSALS

PRIVATE ASSETS SECONDARY SALES & ADVISORY SERVICES

I. Introduction and Purpose

The Maryland Technology Development Corporation (the “Corporation” or “TEDCO”) is distributing this Request for Proposals (“RFP”) to firms wishing to provide the Corporation with sales and advisory services related to the Corporation’s preparations for the sale of certain private assets (“TEDCO Assets”) on the secondary market.

The Corporation intends to choose one firm from this process to provide these sales and advisory services. However, the Corporation may (i) chose one or more firms to provide the services, or (ii) may determine not to choose any firm to provide the services described in this RFP, in each case if it is deemed to be in the best interest of the Corporation.

Further information regarding the Corporation is set forth in the Corporation’s website, <https://www.tedcomd.com>, and further information regarding, *inter alia*, the TEDCO Assets, is available in its InvestMaryland Annual Report, a copy of which is available at: <https://www.tedcomd.com/about-tedco>.

The Corporation is currently in the process of evaluating the sale of all or a portion of the TEDCO Assets listed below on the secondary market. As part of this process, the Corporation seeks a secondary sales advisor to help determine the expected valuation of TEDCO Assets on the secondary market, the optimal structure for such a sale, and a go-to-market strategy that would maximize value for the Corporation.

II. Timeline and Submission Details

Date	Action
July 26, 2019	RFP is issued.
August 16, 2019	Due date for questions relating to the RFP. All questions relating to the RFP must be submitted via e-mail to rsvp@tedco.md .
August 23, 2019	Answers to questions will be posted to the Corporation’s website www.tedcomd.com .
September 6, 2019	Responses to RFP must be submitted in hard copy (address below) and electronic copy to rsvp@tedco.md . Please note that the electronic submission should not contain a fee schedule.

TEDCO staff will review submissions and contact those firms, if any, from which additional information is requested.

If your firm wishes to respond to this RFP, please return two (2) hard copies and one (1) electronic copy of your response to the questions included in the questionnaire attached hereto as **Attachment 1** (said response hereinafter referred to as the “Proposal”). Please also provide one (1) hard copy of a proposed fee schedule for the services requested in this RFP (the “Fee Schedule”). **The Offeror’s response must be received by 4:00 pm EST, September 6, 2019**, at the address below. Please note that the Fee Schedule must be enclosed in a separate envelope marked “Private Assets Secondary Sales Advisor”. **Do not include the Fee Schedule with the two (2) hard copies or the electronic copy of the Proposal.** Commingling the Fee Schedule with the Proposal may disqualify the Offeror.

Mailing Address:

Maryland Technology Development Corporation
7021 Columbia Gateway Drive, Ste 200
Columbia, MD 21046
Attn.: Executive Director

E-mail Address:

rsvp@tedco.md

Firms that respond to the RFP by submitting a proposal to provide the requested services will be referenced in this RFP as “Offerors”. The term “Contractor”, as used in this RFP, refers to the Offeror who ultimately enters into a contract with the Corporation pursuant to this RFP.

On the Proposal’s cover page, please provide the Offeror’s name, primary contact person’s name, phone and fax numbers, email address and mailing address.

The Corporation, as a public instrumentality of the State of Maryland, is subject to the Maryland Public Information Act, Annotated Code of Maryland, General Provisions Article, Section 4-101 to 4-601 (“PIA”). An Offeror should clearly identify those portions of its submission that it considers confidential commercial or financial information or trade secrets and provide justification why such portions should not be disclosed by the Corporation if requested under the PIA. A blanket statement declaring that the entire submission is confidential is not sufficient. The Corporation will not disclose “confidential commercial” or “confidential financial” information regarding an Offeror except as required by law or as otherwise permitted under any documents, instruments or agreements to which it is a party; however the ultimate determination as to disclosure may be made by a court.

All questions relating to the RFP should be submitted via e-mail on or before the deadline specified in the Timeline set forth above to: rsvp@tedco.md. Offerors should not contact the Corporation’s Board of Directors, executive management, staff, consultants, other Corporation personnel, or legal counsel to gain additional information regarding this RFP. Attempting to do so may disqualify the Offeror.

Please note that the Corporation will not be liable for any costs incurred with responding to this RFP. Please also note that the Corporation reserves the right to evaluate submissions in its discretion. The Corporation may decide to cancel the RFP at any time and reissue this or a similar request at a later date.

The Corporation has attached as **Attachment 2** its standard form of contract that it expects any Offeror selected for award to sign. Please note that this contract is attached for informational purposes only and is not to be completed and submitted in an Offeror's response to the RFP.

Minority Business Enterprises (MBEs) are encouraged to respond to this RFP. Offerors who consider themselves to be minority contractors are encouraged to obtain certification from the State of Maryland. While no certified MBE subcontract participation goal has been established for this RFP, certified MBE subcontract participation may be considered in evaluating Proposals under certain circumstances. Offerors are encouraged to utilize certified MBEs for any subcontracting opportunities that may arise. The Corporation also encourages Offerors to include socially and economically disadvantaged individuals on the team responding to this solicitation, if applicable.

III. Minimum Requirements

To be considered qualified as an Offeror, a firm submitting a proposal:

1. Must have at least five (5) years' experience advising governmental pension plans or similar institutional investors on secondary sales of private market investment assets; and
2. Must have evaluated, structured, and executed secondary sales transactions of private market investment assets in excess of \$1 billion in total value.

IV. Potential Scope Of Services

The Contractor will be required to provide the following scope of services to the Corporation:

1. Evaluate the TEDCO Assets – certain assets of the Corporation's private market assets, including private equity, as set forth in Attachment 1.
2. Provide a detailed analysis of the assets to be sold and plan for executing the sale:
 - a. Produce expected secondary market valuations based upon the Contractor's knowledge of the secondary markets.
 - b. Analyze the various structures and strategies that the Corporation could use in selling the assets and recommend the optimal structure and strategy for the Corporation.
 - c. Prepare the assets for sale including assembling all of the required

- documentation and obtaining all of the required approvals from fund managers and general partners to facilitate the sale.
- d. Work with the Corporation's legal advisors in the Office of the Attorney General to prepare all of the required legal documentation for the sale.
 - e. Prepare all required marketing materials and contact a full range of potential buyers for the assets, all in compliance with state and federal securities laws.
 - f. Execute the sales process and facilitate the transfer of the assets from the Corporation to the buyer or buyers.
3. The scope of services defined in the final contract between the Corporation and the Offeror will be binding and will supersede this section of the RFP if different from the scope of services defined herein.

V. Evaluation and Selection Process

The Corporation will use a committee that may be comprised of members of its staff, outside stakeholders, and consultants to evaluate proposals, and may elect to interview final candidates prior to making a final selection.

The Corporation will use several criteria in its evaluation of proposals. In general, the Corporation will consider how well the proposal meets the purposes set forth in Section I above, and how qualified an Offeror's team is to carry out its proposal successfully including the experience of the Offeror especially with brokering the sale of limited partner positions. Specifically, TEDCO will consider an Offeror's proposed methodology, approach, work plan, and schedule. Pricing will also be strongly considered after a proposal is evaluated.

TEDCO will make a final selection by September 26, 2019.

ATTACHMENT 1

PRIVATE ASSETS SECONDARY SALES AND ADVISORY SERVICES

QUESTIONNAIRE

Organization

1. Please provide a description of your firm. Highlight key business activities (i.e. different business lines), brief history, ownership structure and offices.

Team

2. Describe the depth and breadth of the firm's secondary sales/advisory team, including the number of professionals dedicated to this business line. Outline what percentage of their time is dedicated to secondaries.
3. Provide an organizational chart for the secondary group.
4. List the name and location of the primary individual(s) who would be responsible for providing services to the Corporation and provide brief resumes including titles, functions, tenure with the firm, academic credentials, and relevant experience.
5. List any departures from the private market secondary sales/advisory business over the past three years including, their name, position, date of hire, date of departure and reason for leaving.
6. Describe all internal and external resources available to the team and indicate the firm resources expected to be utilized outside of the group.

Secondary Sales/Advisory Experience

7. Detail your firm's experience in assisting institutions in selling private market assets. Highlight number of transactions, size and scope of transactions, type of seller, pricing achieved, etc.
8. Highlight any specific examples of working with entities such as TEDCO, which is a public instrumentality of the State of Maryland.
9. Describe any mandates that have not been completed over the past three years and discuss reasons.
10. Discuss any examples where you have utilized creative methods to assist clients in achieving their objectives.
11. Describe your approach to covering the global purchaser base and your success working with purchasers that might be most interested in the designated assets listed below.
12. List five (5) client references for which the firm has provided services similar to those described in this RFP within the past three (3) years. List should include the organization's name, contact information, and a description of the relationship/services provided.

13. List five (5) buy-side references that the firm has interacted with on transactions within the past three (3) years. List should include the organization's name and contact information

Transaction

14. Discuss your competitive advantages over other private market secondary advisors; provide specific examples of how your firm has added value to secondary transactions for clients.
15. Describe in detail the different stages of your proposed process and anticipated timing of each, including key milestones and how you would coordinate with the Corporation.
16. Describe the proprietary tools and skills that you would leverage at the different stages of the process in order to achieve our objectives for the sale.
17. Describe your involvement in managing the negotiation of the sale and purchase agreement and transfer documentation.
18. Provide a detailed scope of services and how you will lift the burden of the sale from the Corporation.

Legal, Regulatory and Compliance

19. Is the firm registered with any regulatory bodies? If so, please indicate the type, date of initial registration, and regulatory body for each.
20. Please disclose any regulatory action, investigation, or subpoenas from regulatory bodies that involved the firm or any personnel at the firm during the past five years. Indicate the inception of each item, the regulatory body involved, and the current status.
21. Detail any current disputes, threatened litigation or pending litigation or administrative or similar proceedings against your company, or any officer or principal, relating to any business activities.
22. Outline any previous disputes, threatened litigation, or litigation, administrative, or similar proceedings against your company relating to services provided over the last five years.
23. Does your firm have any proprietary or special arrangements with any buyers? If so, please describe the nature of the relationship and any potential conflicts of interests.
24. Does your firm manage money, or act as a gatekeeper, or as a placement agent for secondaries funds? If yes, please provide details of scope of these activities.
25. Describe your conflicts of interest policy and attach a copy of the policy. How do you manage conflicts of interest in the different parts of your company?
26. Detail any affiliations or beneficial arrangements with investment management/investment sales and/or advisory companies.

Listing of the Corporation's Designated Assets – Values as of 12/31/2018

Fund Name	Vintage	Committed	Currency	Drawn	Unfunded	Distributed	Valuation
Flare Capital Partners I, L.P.	2013	\$10,000,000	USD	\$6,654,740	\$3,345,260	\$844,679	\$7,151,488

ATTACHMENT 2

**PROCUREMENT CONTRACT AGREEMENT
BETWEEN
MARYLAND TECHNOLOGY DEVELOPMENT CORPORATION
AND**

THIS AGREEMENT (the "Agreement" or "Contract"), is made as of the _____ day of _____, 2019, by and between the **MARYLAND TECHNOLOGY DEVELOPMENT CORPORATION** ("TEDCO"), a body politic and corporate and a public instrumentality of the State of Maryland, and:

_____ ("Contractor")

TEDCO and Contractor do mutually agree as follows:

1. Services to be Provided.

(a) TEDCO shall purchase Contractor's services, and Contractor shall provide private asset secondary sales and advisory services to TEDCO, in accordance with Contractor's Proposal dated _____, 2019 ("the Proposal"), attached as Exhibit A and incorporated herein to the extent that the Proposal is consistent with this Agreement and with the Request for Proposals (the "RFP") attached as Exhibit B and incorporated herein to the extent that the RFP is consistent with this Agreement.

(b) TEDCO retains the unilateral right to require changes in the services to be rendered, so long as the changes are within the general scope of work to be performed hereunder.

2. Term of Agreement. Performance under this Agreement commences on _____, 2019, and continues until agreed upon services are completed, but in any case no later than _____, 20__.

3. Compensation and Method of Payment.

(a) Compensation. TEDCO shall compensate Contractor for services satisfactorily performed at the rates set forth in the Fee Schedule attached as Exhibit C and incorporated herein to the extent that the Fee Schedule is consistent with this Agreement and with the Proposal. The total cost to TEDCO for the services to be provided by Contractor under this Agreement may not exceed _____ Dollars (\$_____).

(b) Method of Payment. TEDCO shall pay Contractor no later than thirty days after TEDCO receives a proper invoice from Contractor, which invoices shall be tendered at monthly intervals. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, State Finance and Procurement Article, Maryland Code, are prohibited.

4. Contract Officer. TEDCO designates _____ to serve as Contract Officer for this Agreement. All contact between TEDCO and Contractor regarding all matters relative to this Agreement shall be coordinated through the Contract Officer.

5. Responsibility of Contractor. Contractor shall perform the services with that standard of care, skill, and diligence normally provided in the performance of similar services.

6. Disputes. This Agreement shall be deemed subject to Title 15, Subtitle 2 (Dispute Resolution), State Finance and Procurement Article, Maryland Code and to COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, Contractor must proceed diligently with the performance of the Agreement in accordance with the Contract Officer's decision. Unless a lesser period is provided by law, Contractor must file a written notice of claim with the Contract Officer within thirty days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty days of the filing of a notice of claim, but no later than the date of final payment under the Agreement, Contractor must submit to the Contract Officer its written claim containing the information specified in COMAR 21.10.04.02.

7. Termination for Convenience. TEDCO may terminate the performance of work under this Agreement in whole, or, from time to time, in part, whenever TEDCO determines that such termination is in the best interest of TEDCO. TEDCO shall pay all reasonable costs associated with this Agreement that Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. TEDCO may not reimburse Contractor for any anticipatory profits that have not been earned up to the date of termination.

8. Termination for Default. If Contractor fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of the Agreement, TEDCO may terminate the Agreement by written notice to Contractor. The notice must specify the acts or omissions relied on as cause for termination. All finished or unfinished supplies and services provided by Contractor shall, at TEDCO's option, become TEDCO's property. TEDCO shall

pay Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages caused by Contractor are more than the compensation payable to the Contractor hereunder, Contractor remains liable after termination and TEDCO may affirmatively collect such damages.

9. Set-Off, Etc. TEDCO may deduct from and set off against any amounts due and payable to Contractor any back-charges, penalties, or damages sustained by TEDCO, by virtue of any breach of this Agreement by Contractor. Nothing herein shall be construed to relieve Contractor of any liability for additional costs resulting from a failure to satisfactorily perform the services. Upon receipt and acceptance of the final payment due under the Contract in accordance with its original terms or with an early termination by TEDCO, the Contractor waives any and all rights or claims arising under the Contract, unless otherwise agreed in writing by TEDCO.

10. Contingent Upon Appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Agreement, this Agreement must be canceled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. Cancellation does not affect either TEDCO's rights or Contractor's rights under any termination clause in this Agreement. The effect of cancellation of the Agreement hereunder will be to discharge both Contractor and TEDCO from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. TEDCO shall reimburse Contractor for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Agreement. TEDCO shall notify Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement.

11. Dissemination of Information. (a) Contractor shall not release any information related to the services or performance of the services under this Agreement, nor publish any final reports or documents, without the prior written approval of TEDCO, or unless such release is otherwise required by law or reasonably necessary to be disclosed in judicial proceedings.

(b) Contractor agrees: (i) to keep all information Contractor may acquire during the performance of this Agreement about TEDCO or any entity applying to TEDCO for financial or other assistance ("Information") in strict confidence; (ii) not to disclose, divulge or reveal the Information or any part of it to any person without TEDCO's prior written consent; and (iii) not to disclose, other than to TEDCO or its designee, any analysis or conclusions made by Contractor about any such Information without TEDCO's prior written consent.

(c) Notwithstanding the foregoing, Contractor shall not be obligated to maintain in confidence any Information: (i) which was already known to Contractor; or (ii) which is or comes into the public domain through no fault of Contractor; or (iii) which is independently developed by Contractor; or (iv) which comes to Contractor from a third party who is not in violation of any obligation of confidentiality to TEDCO or, if applicable, to the entity applying to TEDCO for financial or other assistance.

12. Ownership of Documents, Equipment, and Materials. (a) Ownership. Contractor agrees and shall ensure that all documents, equipment, and materials including but not limited to reports, drawings, studies, specifications, estimates, maps, software, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for, or purchased by or for, Contractor in connection with the performance of this Contract shall at any time during the term of the Contract be available to TEDCO and shall become and remain the exclusive property of TEDCO upon termination or completion of the services. TEDCO shall have the right to use same without restriction and without compensation to Contractor or others other than that provided in this Contract. TEDCO shall be the owner for purposes of copyright, patent or trademark registration, and Contractor hereby transfers to TEDCO any rights it may have in the work produced pursuant to this Contract. Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed shall be "works made for hire" as that term is interpreted under copyright law. To the extent that any products created under this Contract are not TEDCO works for hire, Contractor hereby transfers and assigns to TEDCO all of its rights, title and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with TEDCO in effectuating and registering any necessary assignments. (b) Third party; Indemnification. If Contractor obtains or uses for purposes of this Contract any design, device, material, process, or work covered by patent, copyright, or trademark, Contractor shall ensure TEDCO that it is licensed to possess and to use such design, device, material, process, or work. Contractor shall indemnify TEDCO, its officials, agents and employees with respect to any claim, action, cost or judgment for patent, trademark or copyright infringement by Contractor arising out of the possession or use of any design, device, material, process, supplies, equipment, services or other work covered by this Contract.

13. Retention of Records. Contractor shall retain and maintain all records and documents relating to this Agreement for three years after final payment by TEDCO hereunder or any applicable statute of limitations, whichever is longer. Contractor shall make such records and documents

available for inspection and audit by authorized representatives of TEDCO, including the Contract Officer or designees, at all reasonable times.

14. Responsibility for Claims and Liability. TEDCO is not liable in any action of tort, contract, or otherwise for any actions of Contractor arising out of this Agreement. Contractor shall be responsible for all damage to life and property due to its activities or those of its agents or employees. Contractor shall indemnify and absolve TEDCO, the State, their officials, agents, and employees from and against all claims, suits, judgments, expenses, actions, damages and costs of every name and description, including reasonable attorney's fees, arising out of or resulting from the goods provided or Contractor's performance of services under this Agreement.

15. Compliance with Laws. Contractor hereby represents and warrants that:

(a) It is qualified to do business in the State of Maryland and that it will take such action as, from time to time, may be necessary to remain so qualified;

(b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;

(c) It shall comply with all federal, State, and local laws applicable to its activities and obligations under this Agreement; and

(d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

16. Non-Discrimination in Employment. Contractor shall operate under this Agreement so that no person, otherwise qualified, is denied employment or other benefits on the basis of: (a) race, color, creed, national origin, or marital status; (b) sex or age, except when sex or age constitutes a bona fide occupational qualification; or (c) the physical or mental disability of a qualified individual with a disability. Except in subcontracts for standard commercial supplies or raw materials, Contractor shall include a clause similar to this clause in all subcontracts. Contractor shall provide actual notice of the foregoing to employees and applicants for employment.

17. Subcontracting; Assignment. Contractor may not, during the term of this Agreement or any renewals or extensions of the Agreement, assign any of

its rights hereunder nor delegate or subcontract all or any part of its duties hereunder without the prior written approval of the Contract Officer. Any approved subcontract or assignment is subject to all terms and conditions that TEDCO deems necessary. TEDCO is not responsible for Contractor's obligations to its subcontractors.

18. Contract Modification. Except as provided in section 1(b) above, this Agreement may be amended only as TEDCO and Contractor mutually agree in writing. Except for the specific provision of the Agreement which is amended, the Agreement remains in full force and effect after such amendment and is subject to the same laws, obligations, conditions, provisions, rules, and regulations, as it was before the amendment.

19. Maryland Law. This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

20. Entire Agreement. This Agreement, together with any Exhibits incorporated by reference, represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Agreement on or before the date first set forth herein.

WITNESS/ATTEST:

CONTRACTOR:

By:

Name Typed

Title

WITNESS:

TEDCO:

By:

Executive Director

Approved for form and legal sufficiency:

Ira Schwartz, Esq., TEDCO Gen'l. Counsel
Office of the Attorney General

Attachments: Exhibit A: Contractor's Proposal
 Exhibit B: Request for Proposals
 Exhibit C: Fee Schedule
 Exhibit D: Contract Affidavit

EXHIBIT A
Contractor's Proposal

(see attached)

EXHIBIT B
Request for Proposals

(see attached)

EXHIBIT C
Fee Schedule

(see attached)

EXHIBIT D
Contract Affidavit

A. Authorized Representative: I Hereby Affirm That, I am the _____ and the duly authorized representative of _____, and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. Certification of Corporation Registration and Tax Payment: I Further Affirm That:

(1) The business named above is a [corporation, limited liability company] formed in [state] and registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due all government entities including 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, the Department of Labor, Licensing and Regulation (DLLR) and all other taxing authorities, as applicable, and will have paid all withholding taxes due to the State of Maryland and all other government entities prior to final settlement.

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 §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining or performing contracts with the public bodies (as is defined in §16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, §641 of the 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 the 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, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(a) been convicted under the state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(b) been convicted of any criminal violation of a state or federal antitrust statute;

(c) 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. §§1341, et seq., or Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(d) been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(e) 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 subsection (a), (b), (c), or (d) above;

(f) 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;

(g) admitted in writing or under oath, during the course of an official investigation or other proceeding, acts or omissions that would constitute grounds for conviction or liability under any law or statute described 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]:

E. Affirmation Regarding Debarment: I Further Affirm That neither I, nor to the best of my knowledge, information, and belief, the above business, nor any of its officers, directors, or partners, nor any of its employees directly involved in 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 date 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 for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

F. Affirmation Regarding Debarment of Related Entities: I Further Affirm That:

(1) The business was not established to, nor does it operate in a manner designed to, evade the application of or defeat the purpose of debarment pursuant to §§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 the reasons(s) 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. Acknowledgment: I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Maryland Technology Development Corporation and may be distributed to units and agents of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states and their subdivisions; 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 agreement resulting from the submission of this application shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit or agent 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 proposed contract, and (3) other Affidavits comprising part of the proposed 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: _____, 2019

Name: _____
Authorized Representative and Affiant