



**Request for Proposals**  
**Traffic Consultant Assistance**  
**RFP #24013**

The Town of Bel Air is soliciting proposals from qualified firms to provide professional consultation services to the Town of Bel Air. The selected firm will provide professional advice and recommendations to the Bel Air Department of Planning and Community to assist them in determining whether traffic impacts generated by the development meet Town development standards and what mitigation would address any impacts precipitated by the proposed development.

Technical and Price Proposals are due in the Department of Finance, 39 N. Hickory Avenue, Bel Air, Maryland 21014, **no later than 2:00 p.m. on Monday, October 30, 2023**. All responses must be submitted in sealed envelopes and have "**Traffic Consultant Assistance, RFP 24013**" clearly marked on the envelope. Please mail or hand-deliver an original and three (3) copies of the proposal to:

John Miller, Procurement Officer  
Town of Bel Air, Department of Finance  
39 N. Hickory Avenue  
Bel Air, Maryland 21014

One flash drive PDF electronic version must also be provided of both the Technical and Cost/Price Proposals properly identified.

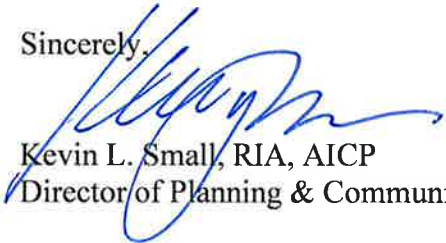
Proposals will not be accepted after the date and time stated above. Incomplete proposals or proposals that do not conform to the requirements specified herein may not be considered. Issuance of this RFP does not obligate the Town to accept any proposal or to approve any agreement. The Town is not liable for any costs incurred by any party involved in preparing a response to this RFP. Submitting a proposal is a declaration that the respondent has read the RFP and understands all of its requirements and conditions. **PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY.**

**There will be a pre-proposal meeting at the Town of Bel Air Public Works/Planning Conference Room at 9:30 a.m., Wednesday, October 11, 2023.**

All questions following this meeting must be submitted in writing and must be received by **4:00 p.m. no later than Wednesday, October 25, 2023. Questions should be directed to: [ksmall@belairmd.org](mailto:ksmall@belairmd.org)** The Department of Planning will manage this project.

We look forward to receiving and reviewing your proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Small', is written over the typed name.

Kevin L. Small, RIA, AICP  
Director of Planning & Community Development

## **General Information**

This document is a Request for Proposal (RFP). It differs from a Request for Bid/Quotation in that the Town is seeking a solution, as described in the cover page and in the following sections, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest prices proposed may not guarantee an award recommendation. Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features and best value of a product or service, of which quality, testing, references, and availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor(s) approach meets the desired requirements and needs of the Town. Those criteria that will be used and considered in evaluation for award as set forth in this document.

## **Billing and Payment**

Invoices shall be sent to Town of Bel Air, Attn: Finance Department, 39 N. Hickory Ave, Bel Air, Maryland 21014 or [finance@belairmd.org](mailto:finance@belairmd.org) when services are rendered /provided/delivered on a monthly basis or sooner by mutual agreement. **A W-9 form must be completed by the successful Proposer and submitted to the Town's Department of Finance before payment will be processed.**

**TOWN OF BEL AIR, MARYLAND  
39 N. Hickory Avenue  
Bel Air, Maryland 21014**

**RFP 24013**

**SPECIFICATIONS  
INFORMATION FOR BIDDERS**

**REQUEST FOR PROPOSALS  
TRAFFIC CONSULTANT ASSISTANCE**

**Department of Planning  
KEVIN L. SMALL  
Director of Planning**

**Issue Date: September 20, 2023  
Pre-Proposal Meeting: October 11, 2023, @9:30am  
Due Date: October 30, 2023 by 2:00pm**

**Request for Proposals  
Traffic Consultant Assistance  
RFP 24013**

**INFORMATION & INSTRUCTIONS**

**1.0 Technical Proposal-Submission Requirements:**

**PROJECT DESCRIPTION**

In April 2017, the Town of Bel Air adopted revised regulations regarding design criteria and requirements for improvements resulting from proposed development. To satisfy the requirements, Town is seeking consulting services which would be provided on an as needed basis for a term of five (5) years.

The Town was incorporated in 1874 and is 3.0+ square miles in size with a population of approximately 10,700 persons. It is situated in the center of Harford County's Development Envelope. Although potential growth is significantly restricted by surrounding development, the community is experiencing redevelopment which is changing many aspects of the community's appearance and function. The Town hopes to maintain the small-town character of the community while accommodating these redevelopment pressures. The traffic review process is seen as a means to achieve balanced and efficient growth and development.

**GOALS AND OBJECTIVES**

The overall goal is to assure good site design, minimize adverse impacts and to ensure that new development and redevelopment will be an asset to the community. To accomplish this, the Department of Planning and Community Development is tasked to oversee local land development and report to the Planning Commission with the assistance from professional traffic review and analysis.

The Consultant would help achieve these goals by:

1. Attendance at a scoping meeting with each applicant to review traffic impacts, answer questions and provide feedback based on the Town of Bel Air Development Regulations.
2. Issue a report in letter form analyzing development proposals in relation to traffic volume, geometric design and operational function, intersection queuing, pedestrian and vehicle circulation, road condition, site design, speed (traffic calming), visibility, signal operation and traffic signage as related to the Development Regulations.
3. Pedestrian and bicycle safety analysis of the development relationship to road crossings, trail connections, sidewalk placement and linkages, school walking routes and bus stops.
4. Attendance at Planning Commission meetings (as needed) to answer questions and

assist the Commission in evaluation of development projects and to provide oral testimony concerning development proposals.

### SCOPE OF SERVICES

The consultant shall perform the following services:

1. Become familiar with the Town of Bel Air Comprehensive Plan and Development Regulations (Chapter 165).
2. Attend scoping meetings to provide feedback to the applicant based on the applicable sections of the Development Regulations.
3. Review proposed site plans and TIA (Traffic Impact Analysis) for residential, commercial, institutional, and industrial proposals that contribute an additional 25 peak hour traffic trips or a total of 249 average daily trips as defined in the Regulations.
4. Critique proposals based on compatibility with applicable Development Regulations and coordination with other jurisdictions on development proposals.
5. Present written critique in letter form of the proposal for Department of Planning and Community Development consideration.

### **AS NEEDED**

1. Attend Planning Commission hearings to present findings and respond to questions.
2. Review capital projects that may affect the transportation network in Bel Air. Provide limited scope traffic studies on the effect of improvements to the road network.
3. Provide sketch plans and details for intersection improvement, traffic calming, pedestrian related enhancements.
4. Represent the Town at interjurisdictional meeting and work sessions. Assist planning staff with occasional responses to State/County/Municipal inquiries.

### SCHEDULING

The consultant will be required to submit review comments within two weeks of receipt of proposed development plans and analysis. This shall be in the form of a letter report analyzing the submission in relation to the Town subdivision regulations, compatibility with the existing infrastructure and acceptability of mitigation proposals for additional traffic impact.

The consultant may be required to attend Planning Commission meetings on an “as needed” basis. The Director of Planning will determine whether a formal presentation is needed based on the complexity or sensitivity of proposed projects.

## FEES

Costs shall be determined on a time and material basis with an estimate for a “typical” review to include the following scope:

- attend scoping meeting with applicant
- analysis of the proposed project
- written critique of proposal

Upon recommendation by the selection committee and approval by the Board of Town Commissioners, the consultant will be required to execute a contract with the Town of Bel Air. Payment for consultant services will be made on a monthly basis for actual work which is completed and satisfactorily documented. A separate bill must be submitted for each project reviewed.

The consultant may request review of unit costs and adjustment of the typical review estimate by written notification after three (3) years. Any change to the fees will be based on negotiation with the Town.

## PROPOSAL SUBMITTAL

1. Three copies and one original of the technical and price proposal shall be received no later than 2:00 p.m. on Monday, October 30, 2023, at the Department of Finance, 39 N. Hickory Avenue, Bel Air MD 21014.
2. All proposals shall be submitted in a sealed envelope which is clearly marked with the consultant firm name and the title of the proposal.
3. Late proposals will not be accepted.
4. All proposals, whether accepted or rejected, shall become the property of the Town of Bel Air.
5. Proposals shall be signed by an authorized employee or officer in order to receive consideration.

## SELECTION CRITERIA AND PROCESS

Written proposals will be reviewed by a three (3) member committee consisting of the Director of Public Works, the Director of Planning and the Senior Planner.

The evaluation criteria to be used to determine the recommended firms will include the following factors:

<u>Criteria</u>	<u>Weight</u>
- Qualifications of firm and assigned personnel	20 points
- Applicable experience with municipalities /similar projects	20 points
- Responsiveness to RFP and Quality of Proposal	15 points

- Structure of team and proposed methodology 15 points
- Unit prices and estimated typical review cost 30 points

Based on the evaluation of written technical proposals, the Committee may decide to conduct interviews. The Committee will select a firm who will be recommended for final approval to the Bel Air Board of Town Commissioners. The Town reserves the right to award a contract to the firm or individual that presents the proposal which, in the sole judgment of the Town of Bel Air, best accomplishes the desired results. The Town reserves the right to reject any or all proposals, to waive minor irregularities or to negotiate minor deviations with the successful firm.

The selected consultant may not participate as a traffic expert or prepare traffic analysis as part of any development proposal submitted to the Town of Bel Air during the period of the contract.

The Town will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the Department of Planning & Community Development in writing.

The selected consultant will be prohibited from submitting any developer funded architectural documents to the Planning Commission or participating in any manner or form with development proposals before the Commission.

#### OWNERSHIP OF STUDY & FINDINGS

All data analysis, reports, and plans prepared by the Consultant in connection with any traffic review or investigation shall become the sole and absolute property of the Town of Bel Air.

#### LAWS AND REGULATIONS

In all operations related to the subject item, all laws and regulations of the Town of Bel Air, Harford County, State of Maryland, and federal government, which are applicable to the Contract, must be strictly complied with. The Contractor shall protect and indemnify the Town of Bel Air and its agents or employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations, whether by him or his employees.

#### INQUIRIES

Direct all inquiries regarding the RFP process or submissions to the Director of Planning, Kevin L. Small, 705 E. Churchville Road, bel Air, MD 21014, 410-638-4540.

Any bidder or bidders finding any discrepancy in or omission from the specification, in doubt as to their meaning, or believing that the specifications are discriminatory, shall immediately notify the Procurement Officer in writing. Such notification shall be received NOT LESS THAN 5 DAYS PRIOR TO BID DUE DATE.

**2.0 Price Proposal**

RFP 24013

**TRAFFIC CONSULTANT ASSISTANCE**

TO: Director of Finance – Procurement Officer  
Town of Bel Air  
39 N. Hickory Avenue  
Bel Air, Maryland 21014  
Proposal No. RFP 24013

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to your request inviting proposals to be received no later than 2:00 p.m. on Monday, October 30, 2023, for “Traffic Consultant Assistance” and having examined the community, the undersigned hereby submits the following price proposal. It is understood that the Town reserves the right to award all or part of this project without claim for damages or lost profit. In addition, the Town reserves the right to delete all or part of the project without compensating the consultant for lost work or profit.

Hourly rates shall include overhead, payroll burden and profit. Rates may not be changed for the term of the contract without written permission from the Town.

Hourly Rate:

Staff Title: _____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Estimate: “Typical” project review \$ \_\_\_\_\_

CONSULTANT: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

### **3.0 Technical Proposal Format**

Technical Proposal's should be organized with tabs delineating the separation of sections.

#### Tab A

Transmittal/ Cover Letter

This should include the name and address of your company and the name and email contact of the primary contact person for matters related to this solicitation. Also included in this section should be the required documents: Certification Regarding US Government Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Local Preference (if applicable), and the signed Anti-Bribery Affidavit.

#### Tab B

Statement of Qualifications, Technical Ability, and Management Approach.

Describe how your company is uniquely qualified to address the needs of the Town as they relate to the scope of work in this solicitation. This section should include a brief history of your company, description of your company's experience to provide the services required along with other related qualifications you would like to offer for consideration. Also include your record of past performance with regards to contracts of similar scale, scope, and complexity.

#### Tab C

Personnel Qualifications

Describe the key personnel that will be involved and provide brief resume-like information. Include any educational experience, appropriate certifications, as well as practical experience.

#### Tab D

Technical Approach

Describe the process your firm will use to complete the tasks to be performed. Include any industry standards and techniques, implementation strategies and keys for success.

#### Tab E

Success Stories/References

Describe three success stories of your company. Provide contact names and email addresses for each of your success stories.

### **4.0 Local Preference**

It is the policy of the Town to establish a local preference program within its procurement regulations. This policy will give a preference to those businesses whose primary business location is within the Town limits as well as those businesses who are located within Harford County, as defined below.

A Local Business is defined as a business physically located within the Town limits. A Harford County Business is defined as a business physically located outside of the Town

limits but within Harford County. The business claiming a local business preference must also be current with the business license, if applicable, and with the Town's personal property taxes, if applicable.

**Local Preference as it applies to REQUEST FOR PROPOSALS (RFP) exceeding \$24,999**

In reference to a formal RFP requiring the approval of the Board of Town Commissioners, where the award may **not** be based on lowest price and an estimated value exceeds \$24,999, an award will be based on scoring criteria. The Local Business will receive an additional 15 points and the Harford County Business will receive an additional 10 points added to their Technical Proposal, respectively.

**The Local Business or the Harford County Business must complete the Certification of Local Preference Form as part of their submittal package in order to obtain the local business preference. Please see page 15 for the required form.**

**5.0 Insurance Requirements**

- 1.1 The Proposer shall not commence any supply, delivery or installation of any products or materials or the provision of services purchased by the Town under this contract until the Proposer has obtained, at the Proposer's own expense all of the insurance as required hereunder and such insurance has been approved by the Town; nor shall the Proposer allow any Subcontractor to commence work on any subcontract until all insurance required of the Subcontractor has been so obtained and approved by the Proposer. Approval of insurance required of the Proposer will be granted only after submission to the Town of original certificates of insurance signed by authorized representatives of the insurers or, at the Town's request, certified copies of the required insurance policies.
- 1.2 Insurance as required hereunder shall be in force throughout the term of the contract and, in accordance with 2.1.1.iii., for two years after final payment by the Town under this contract. Original certificates signed by authorized representatives of the insurers or, at the Town's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Town throughout the term of the contract and for two years after final payment by the Town under this contract.
- 1.3 The Proposer shall require all Subcontractors to maintain during the term of the contract commercial general liability insurance, business auto liability insurance, workers compensation insurance, and employers liability insurance to the same extent required of the Proposer in 2.1.1, 2.1.2 and 2.1.3 unless any such requirement is expressly waived or amended by the Town in writing. If any Subcontractor is storing, transporting, and/or delivering the products or materials purchased by the Town under this contract, the Proposer shall require such Subcontractor(s) to maintain during the term of the contract transportation (cargo)

insurance and employee dishonesty insurance to the same extent required of the Proposer in 3.1 and 3.2. The Proposer shall furnish Subcontractors' certificates of insurance to the Town immediately upon request.

- 1.4 All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal or material reduction in coverage until sixty (60) days prior written notice has been given to the Town.
- 1.5 No acceptance and/or approval of any insurance by the Town shall be construed as relieving or excusing the Proposer from any liability or obligation imposed upon the Proposer by the provisions of this contract.
- 1.6 If the Proposer does not meet the insurance requirements of this contract, the Proposer shall forward a written request to the Town for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Town denies the request, the Proposer must comply with the insurance requirements as specified in this contract.
- 1.7 All required insurance coverages must be underwritten by insurers allowed to do business in the State of Maryland and acceptable to the Town. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless Town grants specific approval for an exception. The Town hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the Injured Workers Insurance Fund of Maryland.
- 1.8 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Proposer and are subject to Town's written approval. Any deductible or retention amounts elected by the Proposer or imposed by the Proposer's insurer(s) shall be the sole responsibility of the Proposer.
- 1.9 Any and all return premiums and/or dividends for insurance or coverage directly charged to the Town by the Proposer in connection with this contract shall belong to and be payable to the Town.
- 1.10 If the Town is damaged by the failure or neglect of the Proposer to purchase and maintain insurance as described and required herein, without so notifying the Town, then the Proposer shall bear all reasonable costs properly attributable thereto.

## **2. Proposer's Liability Insurance**

2.1 The Proposer shall purchase and maintain the following insurance coverages at not less than the limits specified below or required by law, whichever is greater:

2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$1,000,000	Each Occurrence;
\$1,000,000	Personal Injury;
\$1,000,000	General Aggregate; and
\$1,000,000	Products/Completed Operations Aggregate

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors;
- iii. Liability arising from products and completed operations with such coverage to be maintained for two years after final payment by the Town under this contract.
- iv. Contractual liability protection for the Proposer from bodily injury and property damage claims arising out of liability assumed under this contract.

2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance, or use of any auto (if no owned autos, then hired and non-owned autos only); and
- ii. Automobile contractual liability.

2.1.3 Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard “other states” coverage; employers liability insurance or its equivalent with minimum limits of:

\$100,000	Each accident for bodily injury by accident;
\$100,000	Each employee for bodily injury by disease;and
\$500,000	Policy limit for bodily injury by disease.

2.1.4 Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$1,000,000	Per occurrence;
\$1,000,000	Aggregate for other than products/completed operations and auto liability; and
\$1,000,000	Products/completed operations aggregate.

And including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability

2.1.5 The Town and its elected and appointed officials, officers, employees, and authorized volunteers shall be named as additional insureds on the Proposer's commercial general liability insurance and umbrella excess or excess liability insurance policies, if any, with respect to liability arising out of the products and/or materials, their installation or delivery, or related services provided under this contract by Proposer. Such coverage shall extend to cover the additional insured(s) for liability arising out of the following:

- i. On-going operations;
- ii. Town's general supervision of installation, delivery and/or other services as provided by the Proposer under this contract; and
- iii. Products and completed operations.

The commercial general liability policy and the umbrella excess liability or excess liability policies, if required herein, must include additional insured language, which shall afford liability coverage for all of the exposures listed above.

### 3. **Proposer's Property Insurance**

3.1 The Proposer (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Town under this contract shall purchase and maintain transportation (cargo) insurance on incoming goods in its care, custody or control, while such property is being loaded, is in transit, is being unloaded and until such time property is set at its final destination.

Such insurance shall value incoming goods in transit at the amount of the selling invoice plus prepaid or advanced freight charges. Property not under invoice shall be valued at the cost to repair or replace the lost or damaged incoming goods. Such insurance shall be written at per conveyance and per occurrence limits equal to or in excess of the total selling price value of the largest shipment of incoming goods purchased under this contract or at other limits acceptable to the Town.

3.2 The Proposer (or Subcontractor) storing, transporting, and/or delivering the products or materials purchased by the Town under this contract shall purchase and maintain blanket employee dishonesty insurance, which shall pay for loss of the products or materials purchased by the Town under this contract when caused by the dishonest acts of the Proposer's (or subcontractor's) employees, at a limit equal to or in excess of the total selling price value of the largest shipment of

incoming goods purchased under this contract or at another limit acceptable to the Town.

- 3.3 The Proposer (or Subcontractor) storing, transporting and/or delivering the products or materials purchased by the Town under this contract shall be responsible for payment of any deductibles applicable under this transportation insurance, employee dishonesty insurance, or other property insurance applicable to the incoming goods.

**TOWN OF BEL AIR, MARYLAND**

**See the Acknowledgement below concerning Special Insurance Requirements**

**Special Insurance Requirement:**

**At the time of proposal submission and as part of the technical proposal package submitted, the Proposer shall submit and attach a copy of the following insurance statement:**

**If awarded this contract and as required, the \_\_\_\_\_  
(insert Proposer's name)  
will furnish and deliver to the Town to the attention of the Procurement Officer, insurance certificates covering in the required amounts:**

- Liability**
- Auto**
- Workers Compensation**
- Property**

**The awardee also acknowledges that they will indemnify and defend the Town as stated above.**

**Contracts must be executed and insurance certificates submitted no later than ten (10) working days following the Notice of Award date.**

\_\_\_\_\_  
**Proposer's Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**RFP Name and Number**

**ANY CHANGES OR EXCEPTIONS TO THE INSURANCE REQUIREMENTS STIPULATED MUST BE SO NOTED.**

**THIS FORM MUST BE RETURNED WITH THIS RFP TECHNICAL PROPOSAL**

**TOWN OF BEL AIR, MARYLAND**

**LOCAL PREFERENCE**

**REQUEST FOR PROPOSALS (RFP) exceeding \$24,999**

In reference to a formal RFP, not a Request for Bids, requiring the approval of the Board of Town Commissioners, where the award may **not** be based on lowest price and an estimated value exceeds \$24,999, an award will be based on scoring criteria. The Local Business will receive an additional **15 points** and the Harford County Business will receive an additional **10 points** added to their Technical Proposal, respectively.

\*\*\*\*\*

The Local Business or the Harford County Business must complete the Certification of Local Preference Form as part of their submittal package in order to obtain the local business preference.

**Please complete, sign, and return with your BID or REQUEST FOR PROPOSAL if you are claiming a Local Business Preference In reference to BID/RFP**

**NO.**\_\_\_\_\_

**IF A CORPORATION, PARTNERSHIP, INDIVIDUAL, LLC or other Business Entity**

Name of Town of Bel Air or Harford County Business

Name: \_\_\_\_\_

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

\_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Licensed to do business in the State of MD. \_\_\_\_\_ YES \_\_\_\_\_ NO

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

**THIS FORM MUST BE RETURNED WITH THIS RFP TECHNICAL PROPOSAL**

**ANTI-BRIBERY AFFIDAVIT**

I HEREBY CERTIFY that:

1. I am the \_\_\_\_\_ and the duly authorized representative of the company of whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the company for which I am acting.
  
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above company, nor any of its officers, directors, partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed, which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Section 9-201 in the Criminal Law Article of the Code of MD or under the laws of any state or federal government.
  
3. (State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date, court, official, or administrative body, and the sentence or disposition, if any. \_\_\_\_\_)

I acknowledge that this affidavit is to be furnished to the requesting agency, and where appropriate, the Attorney General under §16-202, S.F. of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Town may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with §16-203, S.F. of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**THIS FORM MUST BE RETURNED WITH THIS RFP TECHNICAL PROPOSAL**

**TOWN OF BEL AIR, MARYLAND**  
**CERTIFICATION REGARDING U.S. GOVERNMENT**

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR, part 85, Section 85.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Agency/Organization Representative

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Signature

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Date

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Agency/Organization

**THIS FORM MUST BE RETURNED WITH THE RFP TECHNICAL PROPOSAL**

**TOWN OF BEL AIR, MARYLAND**

**CERTIFICATE OF GOOD STANDING**

All Proposers must be registered to do business in the State of Maryland, in accordance with the Annotated Code of Maryland Corporations and Associations Section 2-102, Section 7-202 Registration to do interstate and foreign business and/or Sec. 7-203 Qualifications to do intrastate. For information, contact the Maryland Department of Assessments and Taxation (SDAT) at 410-767-1340.

All Proposers must also be in good standing with the Town and Harford County, Maryland. Contractors, vendors and service providers, conducting business with the Town will need to be registered with the [Maryland Department of Assessments and Taxation \(SDAT\)](#). For information on whether registration is required, call SDAT at 410-767-1340. The Town verifies the company's status with SDAT and will require the Proposer to submit a [Good Standing Certificate](#), also known as a "Certificate of Status," issued by the SDAT's Charter Division and State of Organization.

The Proposer shall attach a document from the State of Maryland showing that they are in good standing with State and Local Governments.

Dept. ID, \_\_\_\_\_, as recorded by the SDAT

Good Standing \_\_\_\_\_ YES \_\_\_\_\_ NO

Proposer's Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

**THIS FORM MUST BE RETURNED WITH THE RFP TECHNICAL PROPOSAL**

**IF REQUIRED, SUBMIT WITH THE TECHNICAL PROPOSAL**

**Proposer acknowledges receipt of the following addenda:**

Addendum

No. \_\_\_\_\_ Dated \_\_\_\_\_ Signature: \_\_\_\_\_

Addendum

No. \_\_\_\_\_ Dated \_\_\_\_\_ Signature: \_\_\_\_\_