ADMINISTRATIVE OFFICE OF THE COURTS
2003 C COMMERCE PARK DRIVE
ANNAPOLIS, MARYLAND 21404-0466

REQUEST FOR PROPOSALS

K12-0053-84F

FOR

COURTROOM BENCH REPLACEMENT IN HYATTSVILLE, UPPER MARLBORO AND CAMBRIDGE MARYLAND

ISSUED:

MARCH 12, 2012

WARNING: A prospective offeror who has received this document from a source other than the Issuing Office should immediately contact the Procurement Officer. Amendments to the Request for Proposals or other communications shall be posted on the Maryland Judiciary's website and eMarkletplace.

Minority Business Enterprises are encouraged to respond to this Request for Proposal.

Procurement and Contract Administration
http://www.mdcourts.gov

THE JUDICIARY
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to propose on this Contract, please email this completed form to kelly.moore@mdcourts.gov.

Title: **Courtroom Bench Replacement in Hyattsville, Upper Marlboro and Cambridge Maryland**
Project No: **K12-0053-84F**

1. If you have responded with a "no bid", 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 Maryland Government is simply too complicated. (Explain in REMARKS section.)
( ) We cannot be competitive. (Explain in REMARKS section.)
( ) Time allotted for completion of the proposals is insufficient.
( ) Start-up time is insufficient.
( ) Insurance requirements are restrictive. (Explain in REMARKS section.)
( ) Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
( ) Prior contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
( ) Payment schedule too slow.
Other:_____

2. If you have submitted a proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse side or attach additional pages as needed.)

REMARKS:
_____

_____

Offeror Name: _____

Contact Person: _____ Phone (____) _____ - _____
Address:_____

KEY INFORMATION SUMMARY SHEET

THE JUDICIARY

Request for Proposals

Courtroom Bench Replacement in Hyattsville, Upper Marlboro and Cambridge Maryland

PROJECT NUMBER - K12-0053-84F

RFP Issue Date:	**March 12, 2012**
RFP Issuing Office:	**Procurement and Contract Administration**
Procurement Officer:	**Kelly Moore, Procurement Specialist** **Maryland Judiciary, Administrative Office of the Courts** **Procurement and Contract Administration** **2003 C Commerce Park Drive** **Annapolis, Maryland 21401** **410-260-1583 Office** **410-260-2520 Fax** **kelly.moore@mdcourts.gov**
Proposals are to be sent to:	**Attn: Kelly Moore** **Maryland Judiciary, Administrative Office of the Courts** **Procurement and Contract Administration** **2003 C Commerce Park Drive** **Annapolis, Maryland 21401**
Closing Date and Time:	**Tuesday, April 17, 2012, 12:00 noon**

Offerors are specifically directed NOT to contact any Judiciary personnel or its contracted consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any Judiciary personnel or the Judiciary's contracted consultants may be cause for rejection of the Offeror's proposal.

TABLE OF CONTENTS

SECTION 1 - GENERAL INFORMATION 6

1.1 SUMMARY STATEMENT 6
1.2 ABBREVIATIONS AND DEFINITIONS 6
1.3 CONTRACT TYPE 6
1.4 CONTRACT DURATION 6
1.5 PROCUREMENT OFFICER 6
1.6 CONTRACT MANAGER 7
1.7 PRE-PROPOSAL CONFERENCE AND MANDATORY WALK-THROUGH 7
1.8 QUESTIONS 8
1.9 PROPOSAL DUE (CLOSING) DATE 8
1.10 DURATION OF OFFER 8
1.11 REVISIONS TO THE RFP 8
1.12 CANCELLATIONS 8
1.13 ORAL PRESENTATIONS/DISCUSSIONS 9
1.14 INCURRED EXPENSES 9
1.15 ECONOMY OF PREPARATION 9
1.16 PROTESTS/DISPUTES 9
1.17 MULTIPLE OR ALTERNATE PROPOSALS 9
1.18 ACCESS TO PUBLIC INFORMATION ACT NOTICE 9
1.19 OFFEROR RESPONSIBILITIES 10
1.20 MANDATORY CONTRACTUAL TERMS 10
1.21 PROPOSAL AFFIDAVIT 10
1.22 CONTRACT AFFIDAVIT 10
1.23 MINORITY BUSINESS ENTERPRISES 10
1.24 ARREARAGES 10
1.25 PROCUREMENT METHOD 11
1.26 VERIFICATION OF REGISTRATION AND TAX PAYMENT 11
1.27 PAYMENTS BY ELECTRONIC FUNDS TRANSFER 11
1.28 NON-DISCLOSURE AGREEMENT, IF APPLICABLE 11

SECTION 2 – STATEMENT OF WORK 12

2.1 PURPOSE & SUMMARY 12
2.2 EXISTING INVENTORY BY LOCATION 12
2.3 BACKGROUND CHECK 12
2.4 CONTRACTOR GENERAL REQUIREMENTS 12
2.5 BENCH MATERIALS 13
2.6 FABRICATION AND ASSEMBLY 13
2.7 FINISH 14
2.8 WARRANTY 14
2.9 DELIVERY, STORAGE AND HANDLING 14
2.10 OPTIMUM INSTALLATION CONDITIONS 14
2.11 EXECUTION 15
2.12 WORKMANSHIP 15
2.13 INVOICING 15
2.14 INSURANCE 16

SECTION 3 – PROPOSAL FORMAT 18

3.1 TWO PART SUBMISSION 18
3.2 PROPOSALS 18
3.3 SUBMISSION 18
3.4 VOLUME I – TECHNICAL PROPOSAL 18
3.5 VOLUME II - FINANCIAL PROPOSAL 20

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE 21
4.1 EVALUATION CRITERIA 21
4.2 TECHNICAL CRITERIA 21
4.3 FINANCIAL CRITERIA 21
4.4 SELECTION PROCESS AND PROCEDURES 21
ATTACHMENTS 23
ATTACHMENT A - CONTRACT 24
ATTACHMENT B – BID PROPOSAL AFFIDAVIT (AUTHORIZED REPRESENTATIVE AND AFFIANT) 33
ATTACHMENT C – CONTRACT AFFIDAVIT 37
ATTACHMENT D – PRICE PROPOSAL FORM 38
ATTACHMENT E – NON-DISCLOSURE AGREEMENT 41
ATTACHMENT F - AUTHORIZATION for ACCESS to RECORDS 42

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

The Administrative Office of the Courts is issuing this Request for Proposals to award a contract to provide all materials, labor, supervision and expertise required to remove existing and install new courtroom benches at both Prince George's County District Court locations; 4990 Rhode Island Avenue, Hyattsville, Maryland, 20781 and 14735 Main Street, Upper Marlboro, Maryland, 20772 and Dorchester County District Court, located at 310 Gay Street, Cambridge, Maryland 21613.

1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

a. Contract – The Contract attached to this RFP as Attachment A

b. Contractor– The selected Offeror

c. Local Time – Time in the Eastern Time Zone

d. MBE – Minority Business Enterprise

e. Offeror – An entity that submits a proposal in response to this RFP

f. Procurement Officer – The Judiciary representative responsible for this RFP, for the determination of contract scope issues, and the only Judiciary representative who can authorize changes to the contract.

g. RFP – Request for Proposals for Courtroom Bench Replacement in Hyattsville, Upper Marlboro and Cambridge, Maryland dated March 12, 2012, including any and all amendments.

h. Contract Manager – The Judiciary representative that serves as the technical manager for the resulting contract. The Contract Manager monitors the daily activities of the contract and provides technical guidance to the Contractor.

i. The Judiciary business hours – 8:00 am – 5:00 pm Monday – Friday (excluding State holidays and any other days which the AOC will be closed by order of the Chief Judge).

1.3 Contract Type

The Contract that results from this RFP shall be based on fixed price.

1.4 Contract Duration

The Contract resulting from this RFP shall remain in force for one year beginning at the date of execution of this contract.

1.5 Procurement Officer

The sole point of contact in the Judiciary for purposes of this RFP prior to the award of any Contract is the Procurement Officer at the address listed below:

Kelly Moore, Procurement Specialist
Maryland Judiciary, Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401
410-260-1583 Office
410-260-2520 Fax
kelly.moore@mdcourts.gov

The Maryland Judiciary may change the Procurement Officer at any time by written notice.

1.6 Contract Manager

Joseph L White, Facilities Administrator
James W. Riley, Construction Manager

The Maryland Judiciary may change the Contract Manager at any time by written notice.

1.7 Pre-Proposal Conference and Mandatory Walk-through

Pre-Proposal Conferences are scheduled for **March 27, 2012** at **7:00am** at Prince George's County District Court located at 14735 Main Street, Upper Marlboro, Maryland 20772 and for **March 28, 2012** at **7:00am** at Prince George's County District Court located at 4990 Rhode Island Avenue, Hyattsville, Maryland 20781 and **March 29, 2012** at **11:30am** at Dorchester County District Court located at 310 Gay Street, Cambridge, Maryland 21613.

In Upper Marlboro and Hyattsville, arrangements have been made with the sheriff's department and bailiffs for interested persons to go through security first and then proceed to the conference room. Measuring will begin promptly at 7:00am, we will be on a tight schedule, and will need to vacate the courtrooms by 8:30am at the latest in order for court to begin. We will then proceed to a designated conference room to conduct the review and discussion of the RFP

In Cambridge, there is no conference room to accommodate our needs, therefore the review and discussion of the RFP and measuring will take place in the courtroom. It is imperative that interested persons be on time as we will begin immediately following the morning docket. Please allow time to go through security.

Offerors must come equipped with any necessary measuring devices.

All potential Offerors must attend the walk-through to help determine if the existing layout can be changed to allow for additional seating. If additional seating is possible, an amendment to this RFP will be issued to specify the final number of benches to be provided and installed.

1.8 Questions

1.8.1 The Procurement Officer, shall accept written questions from prospective Offerors. Questions may be submitted to the Procurement Officer by mail, facsimile, or preferably, e-mail.

1.8.2 The Procurement Officer shall, attempt to communicate an answer and decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered and are not clearly specific only to the requestor, shall be posted to the Maryland Judiciary's website and eMaryland Marketplace.

1.9 Proposal Due (Closing) Date

An original and four copies of each proposal (technical and financial) must be received by the Procurement Officer, no later than 12:00 noon on Tuesday, April 17, 2012 in order to be considered. An electronic version (CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal in MS Word format must be enclosed with the original Financial Proposal. All diskettes or CDs must be labeled with the RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial). Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Proposals received by the Procurement Officer after the due date will not be considered.

Proposals may not be submitted by e-mail or facsimile.

1.10 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for the later of: (1) 180 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested, or (2) the date any protest concerning this RFP is finally resolved. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.11 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be posted to the Maryland Judiciary's website and eMaryland Marketplace. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal. Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the Transmittal Letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.12 Cancellations

The Judiciary reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to

conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the Judiciary. The Judiciary also reserves the right, in its sole discretion, to award a Contract based upon the written proposals received without prior discussions or negotiations.

1.13 Oral Presentations/Discussions

1.13.1 Offerors may be asked to make oral presentations expanding on their technical proposal to Judiciary representatives. The expectation is that the oral presentation will be scheduled approximately two weeks after proposal receipt. The Procurement Officer will notify Offerors of the time and location.

Significant representations made by an Offeror during the oral presentation / demonstration shall be submitted in writing. All such representations will become part of the Offeror's proposal and are binding if the Contract is awarded.

1.13.2 The presentation may include, but is not limited to, the following items:

.

- Description of how the Offeror plans to meet the identified requirements in the RFP.
- Offeror's experience and capabilities as it relates to this RFP.
- Description of the Offeror's organization, if applicable.

1.14 Incurred Expenses

The Judiciary will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.15 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

1.16 Protests/Disputes

Any protest or dispute related respectively to this solicitation or the resulting Contract shall be subject to the provisions of Article VI of the Judiciary's Procurement Policy.

1.17 Multiple or Alternate Proposals

Neither multiple nor alternate proposals will be accepted.

1.18 Access to Public Information Act Notice

An Offeror shall give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide

justification why such materials, upon request, should not be disclosed by the Judiciary under the Public Information Act, Title 10, Subtitle 6, Part III of the Judiciary Government Article of the Annotated Code of Maryland or Rules 16-1001 through 16-1011, the Court Access Rules.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. Information which is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Technical proposal and if applicable in the Financial proposal.

1.19 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals. Additional information regarding MBE subcontractors is provided under paragraph 1.23 below. If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, such as but not limited to, references and financial reports, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror's proposal must contain an explicit statement that the parent organization consents to the terms of the RFP and will guarantee the performance of the subsidiary.

1.20 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal. A proposal that takes exception to these terms may be rejected and, therefore determined to be not reasonably susceptible of being selected for award.

1.21 Proposal Affidavit

A proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

1.22 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five business days of notification of proposed Contract award.

1.23 Minority Business Enterprises

A MBE subcontractor participation goal of 0% has been established for this solicitation.

1.24 Arrearages

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee

benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.25 Procurement Method

This Contract will be awarded in accordance with the competitive sealed proposal process.

1.26 Verification of Registration and Tax Payment

Before a corporation can do business in the State it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete the registration prior to the due date for receipt of proposals. An Offeror's failure to complete the registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.27 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAC X-10 form can be downloaded at: http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf

1.28 Non-Disclosure Agreement, if applicable

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror shall be required to complete a Non-Disclosure Agreement. A copy of this Agreement is included for informational purposes as ATTACHMENT E of this RFP. This Agreement must be provided within five business days of notification of proposed Contract award.

SECTION 2 – STATEMENT OF WORK

2.1 Purpose & Summary

The Administrative Office of the Courts is issuing this Request for Proposals to award a contract to provide all materials, labor, supervision and expertise required to remove existing and install new courtroom benches at both Prince George's County District Court locations; 4990 Rhode Island Avenue, Hyattsville, Maryland, 20781 and 14735 Main Street, Upper Marlboro, Maryland, 20772 and Dorchester County District Court, located at 310 Gay Street, Cambridge, Maryland 21613.

All work shall be completed after court hours, on nights and weekends. Courtrooms must be restored to their original condition each evening in order for Court to operate in a normal fashion each day.

In addition, the Contract Manager will coordinate the removal of existing benches and the installation of new benches with the removal and installation of new carpet, carpet tiles and cove base, which has been procured under a separate contract.

2.2 Existing Inventory by Location

2.2.1 4990 Rhode Island Avenue, Hyattsville, Maryland 20781.

2.2.1.1 There are six (6) courtrooms (courtroom numbers 1, 2, 3, 4, 5, 6) with a total of 84 benches. Offerors will verify dimensions of all benches to be replaced.

2.2.2 14735 Main Street, Upper Marlboro, Maryland 20772.

2.2.2.1 There are eight (8) courtrooms (courtroom numbers 161, 162, 163, 164, 261, 262, 263, 264) with a total of 144 benches. Offerors will verify dimensions of all benches to be replaced and will consider the possibility of additional benches to be added, in order to maximize seating (see Section 1.7).

2.2.3 310 Gay Street, Cambridge, Maryland 21613.

2.2.3.1 There is one courtroom (courtroom number 1) with a total of 22 benches. Offerors will verify dimensions of all benches to be replaced.

2.3 Background Check

2.3.1 Contractor shall furnish to the Contract Manager a minimum of ten (10) days prior to commencement of work, a completed Authorization for Access to Records form (Attachment F) for each person entering the courthouse for this project.

2.4 Contractor General Requirements

2.4.1 Provide supplementary and miscellaneous items, including anchorage, braces, fasteners and any other devices incidental to or necessary for a secure installation.

2.4.2 Contractor shall follow Architectural Woodwork Institute (AWI), seventh edition, 1997 guidelines.

2.4.3 Design of benches should maximize use of space and seating capacity.

2.4.4 Benches are to match, as close as possible, to the design of the existing benches.

2.4.5 Once awarded, successful Contractor shall submit the following:

2.4.5.1 Shop drawings showing construction and dimensions of the benches which conforms to ADA, life safety and building code regulations.

2.4.5.2 12” x 12 wood sample with factory finish.

2.5 Bench Materials

2.5.1 Adhesives: Type II (moisture resistant).

2.5.2 Back: Continuous real wood veneer with solid wood edge band.

2.5.3 Seat: Continuous real wood veneer with solid wood edge band, with wood supports.

2.5.4 Supports: Solid with solid wood base and edge band.

2.5.5 End Panels: Solid caps. May be custom design.

2.5.6 All exposed wood:

a. Type: Red oak
b. Cut: Flat cut
c. Solid wood: Premium #1
d. Veneer: Premium #1, minimum 1/28” thick

2.5.7 Continuous length benches in excess of 16’ in length joined with a fully concealed mechanical-locking connector with spline or dowel joint alignment.

2.5.8 Mechanically fasten to floor with concealed fasteners at each support panel.

2.5.9 Wood must pass American Society for Testing and Materials E84 (ASTM) – Test method for Surface Burning Characteristics of Building Materials.

2.5.10 Wood must be legally harvested lumber. Offeror will identify species and origin of wood.

2.6 Fabrication and Assembly

2.6.1 Face and back veneer: Grain of exposed veneers of seating shall run horizontal along contour of body. Body shall be fitted with matching solid stock edging, top rail and nosing.

2.6.2 Edging: 1" exposed edging thickness, fitted with tongue and groove joint and glued to body. End edging shall be mitered to top rail and nose edging. Surfaces shall be sanded flush with body to produce a hairline joint with eased corners.

2.6.3 Body Supports: Exposed edges faced with matching solid stock so that no cross-banding is exposed. Support shall be attached to seat body by four alternating concealed bolt fasteners. Bolt head to be plugged with cherry buttons. Bottom of supports fabricated with provisions for scribing to floor and routed for concealed floor anchorage. Holes plugged with buttons. Maximum spacing shall be 5'-9".

2.6.4 Assemble all structural and stress areas by anchoring steel wood screws into solid Red Oak. The seat and back shall be attached together with 1-1/4" #10 wood screws spaced at 9" intervals countersunk and covered with Red Oak flush molding. The ends are to be routed 1/2" to receive pew body and cap rail. Back body shall be secured in routing to ends with wooden wedges and three 1-1/2" #10 wood screws. Seat body shall be secured with wooden wedges, cleats and 1-1/2" #10 wood screws. Screw heads on back shall be covered with Red Oak flush molding. Supports shall be attached to back with two 2-1/4" wood screws, countersunk and plugged with wooden plugs to match finish. Supports shall be attached to seat with two steel right angle brackets and four 3/4" #10 wood screws.

2.7 Finish

2.7.1 Comply with AWI Section 1500, Finish System #2.

2.7.2 Stain must match finish and color of stain with existing courtroom bench finish.

2.7.3 Transparent, factory finish.

2.8 Warranty

2.8.1 The Contractor shall at a minimum guarantee installation for 2 years beyond final acceptance or better and provide a 5 year Manufacturer's Warranty or better. Contractor shall furnish the AOC Contract Manager with all manufacturers' warranties.

2.9 Delivery, Storage and Handling

2.9.1 Contractor shall protect benches during transit, delivery, storage and handling to prevent damage, soiling and deterioration.

2.10 Optimum Installation Conditions

2.10.1 Contractor shall obtain and comply with manufacturer/ fabricator/installer coordinated advice for optimum temperature and humidity conditions during bench storage and installation. Contractor shall install benches only when these conditions have been attained and stabilized and woodwork is within +/- 1.0 percent of optimum moisture content from date of installation through remainder of the construction period.

2.11 Execution

2.11.1 Contractor shall remove all existing benches from premises and dispose of.

2.11.2 Contractor shall install benches according to manufacturer's recommendations.

2.11.3 Benches may be assembled at the jobsite. Scribe each support to conform to irregularities that may occur in the floor. Each end shall be fastened to the floor with two fasteners.

2.11.4 Repair damaged and defective bench finish work wherever possible to eliminate defects functionally and visually. When it is not possible to repair properly, replace the benches. Adjust joinery for uniform appearance.

2.11.5 Clean finished work on exposed and semi-exposed surfaces. Touch-up to damaged or soiled areas shall be completed using same finish as during finish process.

2.11.6 Contractor shall provide product care instructions to AOC's Contract Manager.

2.11.7 Contractor shall obtain benches from one manufacturer.

2.12 Workmanship

2.12.1 All work shall be performed with good workmanship utilizing the best standards of the industry.

2.12.2 All work shall be performed after work hours, nights and weekends.

2.12.3 Contractor is responsible for repair or replacement of any furniture, office machines, flooring, carpeting or other items that may be damaged as a result of its' work.

2.12.4 Contractor is responsible for moving any furniture or other items and replacing same.

2.12.5 The area must be cleaned-up and restored after every work shift in order for the Court to operate in a normal fashion. All Contractor equipment must be moved completely off site or to an area approved by the AOC at the conclusion of each workday.

2.12.6 The AOC's Contract Manager shall have the sole authority to determine acceptable/ unacceptable work. A walk-through shall be conducted with the AOC's Contract Manager and the Contractor. A "punchlist" of items that need to be repaired will be given to the Contractor. The Contractor must complete repairs within 7 days of walk-through. Final acceptance shall occur upon satisfactory completion of all repairs.

2.13 Invoicing

2.13.1 All invoices shall be submitted within 30 calendar days of performed and accepted services as specified in Section 2 and shall include the following information: name and address of the Judiciary, Contractor name, remittance address, federal taxpayer identification or (if owned by an individual) his/her social security number, invoice period, invoice date,

invoice number, amount due, and the PO number(s) being billed. Invoices submitted without the required information will not be processed for payment until the Contractor provides the required information.

2.14 Insurance

2.14.1 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained may be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be delivered to the AOC Office of Procurement before the actual implementation of the Agreement.

2.14.2 All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate and positive notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Contractor, at least 60 days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.

2.14.3 The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in this RFP, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.

No acceptance and/or approval of any insurance by AOC, or the Manager of Procurement, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract.

A. The Contractor shall maintain Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit of $500,000-each accident; $500,000 disease-each employee; and $500,000 disease-policy limit.

B. Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate for personal or bodily injuries and $1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of $2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall include but shall not be limited to, the following:

C. Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of

occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) broad form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.

D. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.

E. Comprehensive Automobile Liability:
Limit of Liability - $1,000,000 Bodily Injury
$1,000,000 Property Damage

In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.

2.14.4 The insurance required under sub-paragraphs (A), (B), (C) and (D) above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to other.

2.14.5 Any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverage’s in the same amounts specified above.

SECTION 3 – PROPOSAL FORMAT

3.1 Two Part Submission

3.1 Offerors must submit proposals in two separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

3.2 Proposals

3.2.1 Volume I-Technical Proposal, must be sealed separately from Volume II-Financial Proposal, but submitted simultaneously to the Procurement Officer (address listed in Section 1.5 of this RFP).

3.2.2 An unbound original, so identified, and six copies of each volume are to be submitted. An electronic version of both the Volume I- Technical Proposal in MS Word format and the Volume II- Financial Proposal in MS Excel format must also be submitted with the unbound originals technical or financial volumes, as appropriate.

3.2.3 Electronic media shall be a CD and bear a label with the RFP title and number, name of the Offeror, and the volume number (I or II).

3.3 Submission

3.3.1 Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal, respectively. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.

3.3.2 All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page “x”).

3.4 Volume I – Technical Proposal

3.4.1 Transmittal Letter: A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter shall be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal.

3.4.2 Format of Technical Proposal: Inside the sealed package described in Section 3.3, above, an unbound original, to be so labeled, four paper copies and one electronic version shall be enclosed. Section 2 of this RFP provides requirements and Section 3 provides reply instructions. The paragraphs in these RFP sections are numbered for ease of reference. In addition to the instructions below, the Offeror’s technical proposals shall be organized and numbered in the same order as this RFP. This proposal organization shall allow Judiciary officials and the Evaluation Committee to “map” Offeror responses directly to RFP

requirements by paragraph number. The technical proposal shall include the following sections in the stated order:

3.4.3 Title and Table of Contents: The technical proposal shall begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. **Note: Information that is claimed to be confidential under RFP Section 1.19 is to be printed on yellow paper and placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.**

3.4.4 Executive Summary: The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary." The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. If an Offeror takes no exception to the Judiciary's terms and conditions, the Executive Summary should so state.

3.4.5 Offeror Technical Response to RFP Requirements:

3.4.5.1 General. The Offeror shall address each RFP requirement in the Technical Proposal and describe how its proposed services will meet these requirements. If the Judiciary is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. Any paragraph that responds to a work requirement shall not merely rely on a stated agreement to perform the requested work; but rather, the Offeror should outline how the Offeror can fulfill the requested tasks in a manner that best meets the Judiciary's needs.

3.4.5.2 Offeror shall submit a response to each item listed under section 2.3 through 2.12.

3.4.6 Offeror Experience and Capabilities: Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:

3.4.6.1 An overview of the Offeror's experience providing the services, as applicable, to that included in this RFP.

3.4.7 References. Provide three (3) current customer references where the customer is similar in size to the scope of work requested. Provide the following information for each client reference:

- Name of Client Organization
- Name, title, and telephone number of Point-of-Contact for client organization
- Value, type, and duration of contract(s) supporting client organization
- The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and number of employees serviced

3.4.8 Financial Capability and Insurance: The Offeror shall include the following, for itself, and, as applicable, for any parent corporate, subsidiary is preference under RFP Section 1.20:

3.4.8.1 Evidence that the Offeror has the financial capacity to provide the goods and/or services, as described in its proposal, via profit and loss statements and balance sheets for the last two years, if applicable.

3.4.8.2 A copy of the Offeror's current certificates of insurance (property, casualty and liability), which, at a minimum, shall contain the following:

- Carrier (name and address)
- Type of insurance
- Amount of coverage
- Period covered by insurance
- Exclusions

3.4.9 Subcontractors: Offerors must identify non-MBE subcontractors, if any, and the role these subcontractors shall have in the performance of the Contract.

3.4.10 Required Affidavits, Schedules and Documents to be submitted by Offeror in the Technical Proposal:

- Completed Bid/Proposal Affidavit (Attachment B – with original of Technical Proposal)
- Certified true copies of any and all of the policies of insurance to AOC. By submitting a proposal in response to this solicitation, the offeror warrants that it is able to provide evidence of insurance required by RFP Section 2.

3.5 Volume II - Financial Proposal

3.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an original unbound copy, four bound copies, and one electronic copy (in MS Excel 2003 format) of the Financial Proposal in a separate envelope labeled as described in Section 3.3, of the Financial Proposal. The Financial Proposal must contain all price information in the format specified in Attachment D. Information which is claimed to be confidential is to be clearly identified in the Offeror's Financial Proposal. An explanation for each claim of confidentiality shall be included as part of the Financial Proposal. This is a fixed price Contract; prices are all inclusive and shall encompass all requirements in the RFP.

SECTION 4 – EVALUATION CRITERIA AND SELECTION PROCEDURE

4.1 Evaluation Criteria

4.1.1 Evaluation of the proposals shall be performed by a committee organized for the purpose of analyzing the technical proposals. Evaluations shall be based on the criteria set forth below. The Contract resulting from this RFP shall be awarded to the Offeror that is most advantageous to the Judiciary, considering price and the evaluation factors set forth herein. In making this determination, technical factors shall receive greater weight than price factors.

4.1.2 The Offeror shall be evaluated on the proposed services according to the specifications outlined in this RFP.

4.2 Technical Criteria

4.2.1 The criteria to be applied to each technical proposal are listed in descending order of importance:

- Offeror Experience and Capabilities
- Offeror Technical Response to RFP Requirements
- References

4.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed on Attachment D – Price Proposal.

4.4 Selection Process and Procedures

4.4.1 General Selection Process:

4.4.1.1 The Contract shall be awarded in accordance with the competitive sealed proposals process under Article IV. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

4.4.1.2 Accordingly, the Judiciary may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the Judiciary also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the Judiciary may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

4.4.2 Selection Process Sequence:

4.4.2.1 The first level of review shall be an evaluation for technical merit by the selection committee. During this review, oral presentations and discussions may be held. The purpose of such discussions shall be to assure a full understanding of the Judiciary's requirements and the Offeror's ability to perform, and to facilitate understanding of the Contract that shall be most advantageous to the Judiciary.

4.4.2.2 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.

4.4.2.3 The financial proposal of each Offeror shall be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.

4.4.2.4 When in the best interest of the Judiciary, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

4.4.2.5 Upon completion of all discussions and negotiations, reference checks, and site visits, if any, the Procurement Officer shall recommend award of the Contract to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary considering evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical shall be given greater weight than price factors.

ATTACHMENTS

Attachment A	Contract
Attachment B	Bid/Proposal Affidavit
Attachment C	Contract Affidavit
Attachment D	Price Proposal Form
Attachment E	Non-Disclosure Agreement
Attachment F	Authorization for Access to Records

ATTACHMENT A - CONTRACT

Contract number:K12-0053-84F

MARYLAND ADMINISTRATIVE OFFICE OF THE COURTS
COURTROOM BENCH REPLACEMENT IN HYATTSVILLE, UPPERMARLBORO AND CAMBRIDGE MARYLAND

STANDARD TERMS AND CONDITIONS

This Contract is made this _____ day of _____ 2012, by and between the Administrative Office of the Courts (the "AOC") in the State of Maryland and corporate name plus address (the "Contractor") with Federal Taxpayer Identification Number XX-XXXXXXX.

In consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the AOC and the Contractor agree as follows:

1. Scope of Contract

1.1 The Contractor shall provide describe product (hereinafter the "Goods") and/or services (hereinafter "Services"), and other deliverables in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached to this Contract and incorporated as part of this Contract:

Exhibit A: Contract Affidavit

Exhibit B: Request for Proposal dated issue date and all amendments and exhibits thereto (collectively referred to as the "RFP")

Exhibit B: Contractor's Proposal dated date of response and subsequent BAFO dated _____2012 (collectively referred to as "the Proposal")

1.2 If there are any inconsistencies between the contract and any of the Exhibits, the terms of this Contract shall prevail. If there are any inconsistencies between Exhibits B and C, Exhibit B shall prevail.

1.3 The Procurement Officer may, at any time, by written order make changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or of any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section.

1.4 Except as otherwise provided in this Contract, if any order causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an

adjustment under this section within thirty days (30) of receipt of a written change order and include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract.

1.5 Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

2. Term of the Contract

Unless the Contract is terminated earlier as provided herein, the term of the Contract is the period beginning on month/ day/, 2012 and ending on month/day/year. The AOC, at its sole option, shall have the unilateral right to extend the contract for up to and including specify additional successive one-year terms, if any.

3. Consideration and Payment

3.1 In consideration of the satisfactory performance of the **(Choose one or both of the following)** Services or, delivery of the Goods, the AOC shall pay the Contractor in accordance with the terms of this Contract and at the rate specified in the Proposal. Except with the express written consent of the Procurement Officer, total payments to the Contractor pursuant to the original form of this Contract may not exceed **$.....** (the "NTE Amount").

3.2 All invoices shall be submitted within 30 calendar days after the completion and acceptance by the AOC for each deliverable and include the following information: name and address of the AOC; vendor name; remittance address; federal taxpayer identification or (if owned by an individual) his/her social security number; invoice period; invoice date; invoice number; amount due; retainage (if applicable), and the deliverable ID number for the deliverable being invoiced. **(Delete the following if not applicable)** [All hardware manufacturer serial, make, and model numbers should be included on invoices including those goods.] [All invoices for services billed at an hourly rate shall include the employee's daily timesheets for the hours, or fractions of hours, billed and shall specify the task for which the time is billed.] Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment until the Contractor provides the requested information.

3.3 Payments to the Contractor for each deliverable shall be made no later than thirty days after the acceptance of the deliverable and receipt of a proper invoice from the Contractor. Charges for late payment of invoices are prohibited.

3.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer in accordance with this

Contract. The final Contract payment will not be made until after certification is received from the Comptroller of the State that all taxes have been paid. Final payment shall not be construed as a waiver or termination of any rights and remedies available to AOC for any failure of Contractor to perform the Contract in a satisfactory and timely manner.

4. Warranties

The Contractor hereby represents and warrants that:

4.1 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;

4.2 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 Contract;

4.3 It shall comply with all federal, State and local laws applicable to its activities and obligations under this Contract;

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

5. Non-hiring of Employees

No employee of the State of Maryland or any unit hereof whose duties as such employee include matters relating to or affecting the subject matter of this Contract shall, while so employed, become or be an employee of the Contractor.

6. Non-employment of Contractor's employees

Nothing in this contract shall be construed to create an employment relationship between AOC and any employee of either the Contractor or Contractor's subcontractors. Contractor is responsible for the acts and omissions of its agents, employees, and subcontractors.

7. Disputes

Any claim regarding the proper interpretation of this Contract shall be submitted, in writing, to the Procurement Officer, together with a statement of grounds supporting the Contractor's interpretation. Pending resolution of a claim by the Procurement Officer, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. An adverse decision to the Contractor may be appealed by the Contractor to the Appeals Board within 15 days of the Procurement Officer's decision.

8. Maryland Law

The place of performance of this Contract shall be the State of Maryland. This Contract shall be performed, construed, interpreted, and enforced according to the laws of the State of Maryland, including State Government Article § 12-204. No action relating to this contract shall be brought in any forum other than Maryland, whether or not the AOC and State are parties to such an action.

9. Amendments

Except as provided in section 2, any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law and the Judiciary's Procurement Policy.

10. Non-discrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against any person because of race, color, religion, age, sex, marital status, national origin, disability, familial status, genetic information, and sexual orientation; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

11. Contingent Fee Prohibition

The Contractor warrants that it 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 Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

12, Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal year of this Contract succeeding the first fiscal year, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the AOC's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the AOC from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The AOC shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

13. Termination for Cause

If Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the AOC may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the AOC's option, become the AOC's property. The AOC shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination, and the AOC can affirmatively collect damages.

14. Termination for Convenience

The performance of work under this Contract may be terminated by the AOC in accordance with this clause in whole or, from time to time, in part whenever the AOC determines that such termination is in the AOC's best interest. The AOC will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

15. Delays and Extensions of Time

The Contractor agrees to perform this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of an AOC contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

16. Suspension of Work

The AOC unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the AOC's convenience.

17. Pre-existing Regulations

The applicable statutes and regulations of the State of Maryland, including those of the Judiciary, are incorporated in this Contract.

18. Financial Disclosure

The Contractor shall comply with the provisions of § 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland.

19. Political Contribution Disclosure.

The Contractor shall comply with Title 14 of the Election Law of Maryland.

20. Right to Audit

The Contractor shall cooperate fully with any audit conducted by the State. The Contractor shall retain and maintain all records and documents relating to this Contract for five (5) years after final payment by the AOC hereunder and shall make them available for inspection and audit by authorized representatives of the State and AOC, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

21. Cost and Price Certification

By submitting cost or price information, the Contractor certified to the best of its knowledge that the information submitted was accurate, complete, and current as of **(enter the date of the financial proposal).** The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of the financial proposal was inaccurate, incomplete, or not current.

22. Subcontracting and Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the Procurement Officer's prior written approval, nor may the Contractor assign this Contract, or any of its rights or obligations hereunder, without the Procurement Officer's prior written approval. Any such subcontract or assignment shall be subject to any terms and conditions that the Procurement Officer deems necessary to protect the interest of the State. The AOC shall not be responsible for the fulfillment of the Contractor's obligations to subcontractors.

23. Indemnification

23.1 The Contractor shall indemnify the AOC against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

23.2 The AOC has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

23.3 The AOC has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

23.4 The Contractor shall immediately notify the Procurement Officer of any claim, suit or action made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist and consult with the AOC in the defense or investigation of any such claim, suit, or action.

24. Public Information Act Notice

The AOC provides public access to records in accordance with § 10-617(d) of the State Government Article, Annotated Code of Maryland, and other laws relating to access to public records, including Maryland Rules of Procedure, Rules 16-1001 through 16-1011. If a request is made to review any records pertaining to this contract, the Contractor may be contacted, as circumstances allow, to express its views on the availability of requested information. The final decision on release of any information rests with the AOC.

25. Conflict of Interest

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

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

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

25.4 The following facts or circumstances give rise or could in the future give rise to a conflict of interest (Contractor: explain details-attach additional sheets if necessary; **if none, so state):**

_____
_____
_____
_____
_____

25.5 The Contractor agrees that if an actual or potential conflict of interest arises after the contract commences, the Contractor shall immediately make a full disclosure in writing to the Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Contractor has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the Procurement Officer of any contrary action to be taken. The existence of a conflict of interest is cause for termination of the Contract as well as disciplinary action against an employee for whom a conflict exists.

26. Notices

All notices required to be given by one party to the other hereunder shall be in writing and shall be addressed as follows:

State: Kelly Moore, Procurement Specialist
Maryland Judiciary, Administrative Office of the Courts
Procurement and Contract Administration
2003 C Commerce Park Drive
Annapolis, Maryland 21401
410-260-1583 (Office)
410-260-2520 (Fax)

Contractor: specify

SIGNATURES:

In Witness Whereof, the parties have signed this Contract this _____ day of _____, 2012

Contractor:

_____(SEAL) Date:_____

Signature
Authorized Representative

Maryland Judiciary:

_____ Date: _____
Susan S. Howells, Executive Director
Procurements and Contract Administration

Approved for form and legal sufficiency this ____ day of _____, 2012

_____
David R. Durfee Jr.
Executive Director, Legal Affairs

Reviewed:

_____ Date:_____
Frank Broccolina
State Court Administrator

Approved:

_____(SEAL) Date:_____

Robert M. Bell, Chief Judge
Court of Appeals of Maryland

ATTACHMENT B – BID PROPOSAL AFFIDAVIT (Authorized Representative and Affiant)

A. AUTHORIZED REPRESENTATIVE

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 their current positions and responsibilities with the business):
_____
_____
_____.

C. AFFIRMATION REGARDING OTHER CONVICTIONS
I FURTHER AFFIRM THAT:
Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:
(1) Been convicted under state or federal statute of:
(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
(2) Been convicted of any criminal violation of a state or federal antitrust statute;
(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
(5) Been convicted of a violation of the Section 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 subsection (1) through (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 Section B and subsections (1) through (7) 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 (you must indicate the 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.

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate $100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of $500 made during the reporting period to a candidate for elective office in any primary or general election.

H. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ___) (foreign __) corporation 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 (IF NOT APPLICABLE, SO STATE):

Name: _____

Address: _____

_____

_____

(2) 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 the making of the Contract.

J. ACKNOWLEDGEMENT

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

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

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ATTACHMENT C – CONTRACT AFFIDAVIT

CONTRACT AFFIDAVIT

AUTHORIZED REPRESENTATIVE:

I HEREBY DECLARE AND AFFIRM that I am the (Title)_____ _____, and the duly authorized representative of (Contractor)_____, and that I possess the legal authority to make this Affidavit on behalf of myself and the Contractor for which I am acting.

CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER DECLARE AND AFFIRM that the Contractor named above is a domestic____ foreign ____ (check one) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all 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:

Name: _____
Address:_____
_____
(If not applicable, so state)

I FURTHER CERTIFY that, except as validly contested, the Contractor has paid or has arranged for payment of all taxes due to 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 Employment Security Administration, as applicable, and will have paid all withholding taxes due to the State of Maryland prior to final settlement.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

ATTACHMENT D – PRICE PROPOSAL FORM

Courtroom Bench Replacement - K12-0053-84F

A. 4990 Rhode Island Avenue, Hyattsville, Maryland, 20781

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Total Price A $ _____

B. 14735 Main Street, Upper Marlboro, Maryland, 20772

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Total Price B $ _____

C. 310 Gay Street, Cambridge, Maryland 21613

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Size of bench _____ Price per bench _____ Quantity _____ Price for benches _____

Less trade-in value for existing benches _____

Total Price C $ _____

Total Price (A+B+C) $ _____

AOC reserves the right to determine final number of benches, work with Contractor to revise layout or use its own layout.

*Fully loaded fixed price that includes all direct and indirect costs and profit for the Contractor to perform. Indirect costs shall include all costs that would normally be considered general and administrative costs and/or travel costs, or which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to the Contract.

Submitted by Authorized Signature
Date
Print Name and Title
Company Name
Company Address
Telephone
Federal Tax Identification No.

ATTACHMENT E – NON-DISCLOSURE AGREEMENT

Project # K12-0053-84F

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is made as of this ___ day of _____, 201_, by and between Administrative Office of the Courts ("AOC") and _____ (Contractor"), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the Contractor and AOC have entered into Contract No. **K12-xxxx-xx** (**the "Contract**); and

WHEREAS, in order for Contractor to perform the work required under the Contract, or in the course of that work, the Contractor, the Contractor's subcontractors, and the Contractor's and subcontractors' employees and agents (**collectively the "Contractor's Personnel"**) may come into contact with information maintained or held by the Judicial branch of the Maryland government, including the AOC and all courts, units and departments **(collectively "the Judiciary**; and

WHEREAS, the Judiciary, in order to comply with the law, fulfill its various missions, and enhance the safety of participants in the judicial process, must ensure the confidentiality of certain information, and, to that end, must act as the sole entity with the authority to determine which information held by the Judiciary may be disclosed to persons or entities outside of the Judiciary; and

WHEREAS, Contractor acknowledges that Contractor's compliance with this Agreement is a condition of doing business with AOC,

NOW, THEREFORE, Contractor agrees as follows:

1. "Confidential Information" includes any and all information provided by or made available by the Judiciary to Contractor's Personnel in connection with the Contract, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such or disclosed deliberately or inadvertently. Such information is Confidential Information, whether or not its contents may also be gathered from other sources, or may subsequently be disseminated to the public. Confidential Information includes, by way of example only, information that the Contractor's Personnel sees, views, hears, takes notes from, copies, possesses or is otherwise provided access to and use of by the Judiciary, whether the information relates to the Contract or the Contract has placed the Contractor's Personnel in the position to receive the information. Confidential information further includes information both held by the Judiciary and derived or created from information held by the Judiciary.

2. Contractor's Personnel shall not, without the AOC's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information, except for the sole and exclusive purpose of performing under the Contract and except for disclosures to such Judiciary employees whose knowledge of the information is necessary to the performance of the Contract. Contractor shall limit access to the Confidential Information to Contractor's Personnel who: 1) have a demonstrable need to know such Confidential Information in order to perform Contractor's duties under the Contract and 2) have agreed with Contractor in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of Contractor's Personnel are attached hereto and made a part hereof as Exhibit 1.

3. Contractor shall require each employee, agent, and subcontractor whose name appears on Exhibit 1 to sign a writing acknowledging receipt of a copy of , and agreeing to comply with the terms and conditions of, this Agreement. Subcontractors shall expressly agree to all of the terms applicable to Contractor. Accordingly, subcontractors must require their employees and agents to sign such a writing and must submit those individuals' names to the Contractor

for inclusion on Exhibit 1. Upon the Procurement Officer's request, Contractor shall provide originals of all such writings to the AOC. Contractor and subcontractors shall update Exhibit 1 by adding additional names as needed and shall ensure that no employee or agent comes into contact with Confidential Information before that person has signed this Agreement. This Agreement shall not be construed to create a employment relationship between AOC and any of Contractor's or subcontractors' personnel.

4. If Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in Contractor's performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, Contractor shall first obtain AOC Contract Manager's written consent to any such dissemination. AOC's Contract Manager may grant, deny, or condition any such consent, as it may deem appropriate in the Contract Manager's sole and absolute subjective discretion.

5. Contractor shall hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to, or theft by, unauthorized third parties, and prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

6. Contractor shall promptly advise the AOC Contract Manager in writing if Contractor learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with AOC in seeking damages and/or injunctive or other equitable relief against any such person(s).

7. Upon the earlier of AOC's request or termination of the Contract, Contractor shall, at its own expense, return to the Contract Manager, all copies of the Confidential Information, no matter how formatted or stored, in Contractor's and/or Contractor's Personnel's care, custody, control or possession.

8. A breach of this Agreement by the Contractor or noncompliance by Contractor's Personnel with the terms of this Agreement shall also constitute a breach of the Contract. The termination of the Contract does not terminate Contractor's obligations under this Agreement.

9. Contractor acknowledges that any failure by the Contractor or Contractor's Personnel to abide by the terms of this Agreement may cause irreparable harm to the Judiciary and that monetary damages may be inadequate to compensate the Judiciary for such breach. Accordingly, the Contractor agrees that the AOC may, in addition to any other remedy available to AOC under Maryland and any applicable federal law, seek injunctive relief and/or liquidated damages of $1,000 for each unauthorized disclosure. Contractor consents to personal jurisdiction in the Maryland State Courts and to the application of Maryland law, if AOC so elects in its sole discretion, irrespective of Maryland's conflict-of-law rules. If the Judiciary suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part, to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the Judiciary from and against any such losses, damages, liabilities, expenses, and/or costs.

10. The parties further agree that 1) Contractor's rights and obligations under this Agreement may not be assigned or delegated, by operation of law or otherwise, without AOC's prior written consent; 2) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall be construed to provide the broadest possible protection against the disclosure of Judiciary information; 3) signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and 4) the Recitals are not merely prefatory but are an integral part hereof.

Contractor:	**Administrative Office of the Courts**
By:_____Date:_____	Received by: _____
Name:_____	Date:_____
	[Exhibit 1 dated: _____]

MARYLAND JUDICIARY

Maryland Judiciary, Human Resources
580 Taylor Ave., Bldg. A-1
Annapolis, MD 21401

AUTHORIZATION FOR ACCESS TO RECORDS

Jurisdiction Dept./Position Title: _____
(e.g. Talbot CC, Kent DC - Criminal/Traffic

Office Location (Street/City): _____

APPLICANTS PLEASE READ, COMPLETE, AND SIGN.

I hereby authorize access to any information about me, which may be found in the Criminal Records Central Repository, the Motor Vehicle Administration Driver Records Division, the District Court Systems or any other agency. I hereby authorize the Judiciary to investigate and report on references given by me including former employers, personal references, and educational institutions. I have been advised that this information may be used as a factor for employment consideration. In this connection, the following information is furnished.

Last Name **First Name** **Middle Name**	**All other names previously used**
Social Security Number	**Date of Birth** **Month** **Day** **Year**
Race **Gender** **Height/Weight**	**Driver's License No. and Issuing State**
Current Physical Address (No P.O. Box #'s) **Street** **City** **County** **State** **Zip**	
List Addresses for the past ten (10) years **Street** **City** **County** **State** **Zip**	
1.	
2.	
3.	
4.	
5.	
6.	

I hereby consent to and authorize the release of personal information from my personal records and/or files.

_____ Signature

_____ Date

This section for Human Resources

Date	Signature of Verifier	Title

Reset