



**Department of Public Works**

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Director

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**RFP # BM 25-02: COURTHOUSE LOBBY ALTERATIONS  
KENT COUNTY, MARYLAND  
ADDENDUM No. 2  
August 26, 2024**

THE INFORMATION CONTAINED HEREIN SHALL BE HEREBY MADE A PART OF THE SPECIFICATIONS AND CONTRACT DOCUMENTS FOR THE ABOVE REFERENCED REQUEST FOR PROPOSALS. IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN ORIGINAL BID DOCUMENTS AND/OR PREVIOUS ADDENDA AND THIS ADDENDUM, INFORMATION CONTAINED IN THIS ADDENDUM SHALL OVERRIDE PREVIOUSLY ISSUED DOCUMENTS.

**BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNING THE BOTTOM OF THIS FORM AND INCLUDING THIS ENTIRE DOCUMENT IN THEIR BID FORMS.**

**ATTACHMENTS** – THE FOLLOWING DOCUMENTS HAVE BEEN ATTACHED TO THIS ADDENDUM AND SHALL HEREBY BE INCORPORATED INTO THE RFP:

1. BACKGROUND CHECK AGREEMENT FORM (REPLACE FORM INCLUDED IN ADDENDUM 1)

KEY REVISIONS AND/OR CLARIFICATIONS TO THE ORIGINAL RFP DOCUMENT WERE STATED AT THE PRE-BID MEETING AND ARE SUMMARIZED HEREIN. THESE SHALL BE CONSIDERED PART OF THE RFP, AND CONSIST OF:

1. BIDS WILL BE RECEIVED UNTIL 11:00 A.M. AT THE DEPARTMENT OF PUBLIC WORKS COMPLEX 709 MORGNEC ROAD, CHESTERTOWN MD, 21620.
2. AN UPDATED BACKGROUND CHECK AGREEMENT FORM HAS BEEN ATTACHED IN THIS ADDENDUM AND IS TO BE FILLED OUT AND SUBMITTED WITH BIDS.
3. ADDENDUMS WILL NOT BE ISSUED LESS THAN 24 HOURS PRIOR TO THE BID OPENING.

END OF ADDENDUM

**I ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND AGREE TO CONSIDER THE INFORMATION STATED WHEN SUBMITTING MY SEALED BID TO THIS REQUEST FOR PROPOSAL.**

\_\_\_\_\_  
PRINT NAME (CLEARLY)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY/CONTRACTOR NAME

\_\_\_\_\_  
DATE

SECTION 000510 - AGREEMENT BY VENDOR OR INDEPENDENT CONTRACTOR TO COMPLY WITH  
BACKGROUND CHECKS

This Agreement shall be part of the Contract between the undersigned individual or business and the County of Kent (hereinafter "Owner") dated \_\_\_\_\_ for the sale or the provision of services as a vendor or independent contractor (hereinafter "Contractor") in the matter of the Courthouse Lobby Alterations project – Chestertown, MD (hereinafter the "Project").

1. Owner requires, among other things, background checks for each employee, contractor, independent contractor and their subcontractors. Contractor shall comply with all such background check requirements.
2. Contractor is required to submit its background check reports to Owner. None of the background reports shall be more than TWO (2) year old at the time submitted to Owner. There is one required background checks for ALL Contractor's employees, prospective employees, and subcontractors:
  - a. Criminal Justice Full Background
3. Contractor acknowledges that individuals convicted of certain offenses (misdemeanors or felonies), are prohibited from employment on the Project. Owner reserves the right to conduct additional background checks and prohibit workers from working on the Project.
4. The State of Maryland has established procedures by which all Contractors can comply with the required background checks. Contractor is responsible for complying with all applicable background check procedures and statutes. Failure to fully comply with all applicable laws regarding background checks subjects Contractor to penalties under the law and to immediate termination of any Contract entered into by Owner, and/or disqualifies Contractor from contracting with Owner.
5. Owner is required to review the background check reports-of all prospective employees and independent contractors. All such background checks must be complete and have been reviewed by Owner prior to Contractor entering the Project site.
6. Contractor shall submit all data and forms required by Maryland law regarding background checks.
7. Contractor acknowledges that all or portions of the background check system established by the State involve preregistration by employees and on-line services, which will result in registration identification numbers being issued for each employee or prospective employee. Contractor agrees to complete all steps necessary for the background checks to be completed. To allow Owner to review Contractor's background check report, Contractor must provide his or her employees' and prospective employees' (including subcontractors) registration identification numbers, and by virtue of submission of such registration numbers, all such individuals and Contractor give permission for Owner to review the report electronically during the registration process.

8. Owner shall transmit its determination regarding the fitness of Contractor and its employees and subcontractors to work on the Project to Contractor. Once hired, a copy of the contracted employees' official CJFB report shall be maintained. An official copy will not be provided to the applicant or to Contractor.
9. It is agreed that Owner has no control over the hiring, retention, screening and assignment of employees, agents or officers of Contractor, and further that Contractor has responsibility for compliance with all required background checks and statutory requirements regarding those background checks.
10. Should any official or employee of Owner be subject to any claim, proceeding, lawsuit, fine, civil penalty or other legal involvement arising from the neglect or failure of Contractor or its officers, agents or employees to comply with said laws, then Contractor hereby agrees to defend, indemnify and hold harmless all such persons for all losses, including costs of counsel and all expense incident thereto.

Dated: \_\_\_\_\_

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

By: \_\_\_\_\_  
(Proprietor, Authorized Officer or Partner)

\_\_\_\_\_  
(Witness or Attest)