

HOUSING COMMISSION

Howard County

INVITATION FOR BIDS

(HCHC IFB No. 01-01-2017)

Howard County Housing Commission
6751 Columbia Gateway Drive, Third floor
Columbia, Maryland 21046

RENOVATION OF DWELLING UNIT

Issuance Date: January 18, 2017

Submission Due Date: February 17, 2017 at 2:00 p.m. Eastern Prevailing Time

Questions

Questions Deadline: February 8, 2017 at 5:00 p.m. EPT
(See Section 12 for details)

Site Visit

Site Visit: February 6, 2017 at 11:00 a.m. EPT
Must Send RSVP to: procurement@househoward.org by 5:00 p.m. EPT on
February 5, 2017
(See Section 13 for details)

Issued by:
Howard County Housing Commission
Ada D. Best, Acting Executive Director



Table of Contents

1.	INTRODUCTION	1
2.	CONTRACT	1
3.	COMMISSION BACKGROUND	1
4.	SITE INFO AND SCOPE OF WORK	1
5.	CONTRACTOR'S QUALIFICATIONS AND ELIGIBILITY	2
6.	ASSIGNMENT, DELEGATION, AND SUBCONTRACTORS	2
7.	INSURANCE REQUIREMENTS	2
8.	HOLD HARMLESS/INDEMNIFICATION	4
9.	SUBMISSION OF BIDS	4
10.	EVALUATION OF BIDS	5
11.	PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT	6
12.	QUESTIONS	6
13.	SITE VISIT	6

EXHIBIT A – SITE INFO AND SCOPE OF WORK NARRATIVE

DOCUMENT A – BID COVER PAGE

DOCUMENT B – REQUIRED BID CONTENT

DOCUMENT C - AFFIDAVIT

EXHIBIT B – SAMPLE CONTRACT



1. INTRODUCTION

It is the intent of the Howard County Housing Commission (the “Commission”) to enter into a contract with a qualified general contractor (the “Contractor”) to renovate a townhome unit as specified in the attached **Exhibit A**.

All work must be completed within 60 days of execution of the contract noted in Section 2 below.

All work must be properly licensed and permitted as required by applicable laws, regulations, and codes. Contact the Howard County Department of Inspections, Licenses, and Permits at (410) 313-2455 for additional information.

2. CONTRACT

The Commission anticipates executing a contract that is similar to **Exhibit B** on or about March 2017.

3. COMMISSION BACKGROUND

Organized in 1990, the Commission is an independent State-chartered Public Housing Authority. The mission of the Commission is to provide safe, quality, affordable, and sustainable housing opportunities for low- and moderate-income families in Howard County, Maryland (the “County”) and to assist them in moving toward economic independence. The Commission pursues this mission through open, efficient, innovative, and accountable processes.

The Commission’s Board of Commissioners consists of seven members, each appointed by the County Executive and approved by the County Council. The Commission develops and manages housing resources to benefit low- and moderate-income residents of the County. In addition to owning and managing residential property, the Commission develops housing opportunities through cooperative efforts with developers, government entities, and private investors. Additionally, the Commission operates the federally funded Housing Choice Voucher and Public Housing Programs for the County.

4. SITE INFO AND SCOPE OF WORK

See Exhibit A



5. CONTRACTOR'S QUALIFICATIONS AND ELIGIBILITY

- 5.1 The Contractor must be a corporation or company that is validly existing and permitted to do business in Maryland. Additionally, the Contractor must be in good standing with the Maryland State Department of Assessments and Taxation. More information is available at <http://www.dat.state.md.us/>.
- 5.2 The Contractor must clear the federal debarment list under the U.S. System for Award Management (SAM). Federal debarment is checked for both the company and principal(s) of the company. More information is available at <https://www.sam.gov/portal/public/SAM/>.

6. ASSIGNMENT, DELEGATION, AND SUBCONTRACTORS

The Contractor will not be permitted to assign any of its interest or obligations under the agreement without the prior written consent of the Commission.

In the performance of the scope of work, the Contractor will be permitted to delegate its duties under the agreement through the use of subcontractors that are properly licensed, insured, and in good standing to engage in business. The Commission reserves the right to request documentation from the Contractor to verify the status of any subcontractor.

7. INSURANCE REQUIREMENTS

The Commission requires the Contractor to purchase and maintain, during the term of the contract, including any renewals thereof, such policies of insurance acceptable to the Commission as will protect the Contractor and the Commission from claims or losses, regardless of whether such claims or losses result from the Contractor's actions or omissions or those of a subcontractor or those of anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The following coverage may be required but may not be all-inclusive, based on the parameters of the Submission:

- 7.1 Worker's Compensation Insurance with limits of coverage as follows:
- 7.1.1 Coverage A: Statutory, covering Maryland jurisdiction; and
 - 7.1.2 Coverage B: Employer's Liability coverage of at least \$100,000.00.



- 7.2 Automobile Liability Insurance with combined single limits of liability of at least \$1,000,000.00 per occurrence.
- 7.3 Commercial General Liability Insurance with combined single limits of \$1,000,000.00 per occurrence, naming **“Howard County Housing Commission, Howard County, MD, their elected and appointed officials, officers, employees, and authorized volunteers are additional insureds as required by written contract”** as an additional insured. Unless deemed unnecessary by the County or Commission, the policy shall contain, but not be limited to, the following coverage endorsements:
- 7.3.1 Contractual Liability, including Subcontractors;
 - 7.3.2 Personal and Advertising Injury; and
 - 7.3.3 Products and Completed Operations.

All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland.

The Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the contract, either individually or as an additional insured on the policies of the Contractor. Exceptions may be made only with the written approval of the Commission. Contractor shall indemnify the Commission for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.

The Contractor shall not commence work under the contract until the Commission receives evidence of all required coverage. Further, the Contractor shall not reduce, cancel, or change any of the required coverage without 60 day notice of such change to the Commission.

The Contractor will not hold Commission or Howard County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to the contract.

The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be a material breach of the contract for which the Commission may terminate the contract.



8. HOLD HARMLESS/INDEMNIFICATION

- 8.1 The Contractor shall indemnify and hold the Commission and Howard County harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Contractor's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the Commission, its employees, agents and officials.
- 8.2 Unless otherwise provided in the contract, any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the Commission; and the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

9. SUBMISSION OF BIDS

An incomplete response to this IFB may be cause for rejection. To be considered complete, a response to this IFB must include all of the items listed below (Documents A, B, and C are attached hereto):

- 9.1 Completed and executed Document A (Bid Cover Page);
- 9.2 Responses to the items listed in Document B (Required Bid Content);
and
- 9.3 Completed and executed Document C (Affidavit).

Each bidder must submit four (4) physical copies AND one (1) electronic copy of their bid. Bidders must comply with each of the following submission guidelines:

- 9.4 The physical copies must be mailed or hand-delivered to Howard County Housing Commission, **Attn: S. Paul, 6751 Columbia Gateway Drive, Third Floor, Columbia, MD 21046. Bid must be securely sealed and clearly marked "HCHC IFB No. 01-01-2017."**
- 9.5 The electronic copy of the bid must be in Adobe PDF format and must be e-mailed to rfpsubmissions@househoward.org or provided on a compact disc (CD) along with the physical copies. **NOTE: An e-mail with an attachment that exceeds 35 megabytes (MB) will be rejected**



by the server. If necessary, the electronic copy may be broken into clearly labeled parts (ex: 1 of 3, 2 of 3, and 3 of 3) and sent over multiple e-mails.

- 9.6 Bids must be received by the Commission in both required formats by no later than **2:00 p.m. EPT on February 17, 2017**. Timely bids become the property of the Commission. Late submissions will not be considered and will be returned unopened.

A submission in response to this IFB shall be considered as a representation that the bidder:

- 9.7 Has carefully reviewed the terms and conditions of this IFB;
- 9.8 Has carefully investigated all conditions which affect or may, at some future date, affect the performance of the services covered by the bid;
- 9.9 Is familiar with the entire area to be serviced as described in the specifications;
- 9.10 Has carefully reviewed all contract documents;
- 9.11 Is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed and materials to be furnished;
- 9.12 Is familiar with all applicable federal, state and county laws, codes, and ordinances that in any way affect the prosecution of the work or persons engaged or employed in the work specified herein;
- 9.13 Agrees that the Commission may copy the bid to facilitate evaluation and/or responding to requests for public records; and
- 9.14 Warrants that any copying of the bid by the Commission will not violate the rights of any third party.

10. EVALUATION OF BIDS

The Commission intends to make award to the responsive and responsible Contractor whose bid represents the lowest cost to the Commission.

Following submission, bidders are strongly cautioned not to contact elected officials or individuals involved the selection process. Inappropriate efforts to lobby or influence individuals involved in the selection process may result in dismissal from further consideration, at the Commission's sole discretion.



11. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

Timely bids become the property of the Commission. A bid will be open to the public under the Maryland Public Information Act (General Provisions Article, Title 4) (the “PIA”) and other applicable laws and rules.

Bidders may request that the Commission treat certain information contained in their bids as exempt from disclosure. To receive such treatment, the bidder must show the specific grounds in the PIA or other applicable law or rule that support exempt treatment and must submit an additional copy of the bid with the exempt information deleted. The additional copy must provide the general nature of the material removed and shall retain as much of the original bid as possible.

A bidder shall be responsible for any costs or damages associated with defending the bidder’s request for exempt treatment.

The other provisions of this Section notwithstanding, the Commission shall retain the ultimate discretion to determine whether any part of any bid should be disclosed.

12. QUESTIONS

Questions concerning this IFB must be made in writing and e-mailed to rfpquestions@househoward.org. Questions must be received no later than **February 8, 2017 at 5:00 p.m. EPT**. Answers to questions and any addenda/amendments to the IFB will be posted by **February 10, 2017 at 5:00 p.m. EPT** on the Commission’s website at:

<https://www.howardcountymd.gov/Departments/Housing/Housing-Commission/Doing-Business-with-the-Commission>.

13. SITE VISIT AND RSVP

A site visit will be held on **February 6, 2017 at 11:00 a.m. EPT** at the location of the unit (See **Exhibit A**). Bidders interested in attending the site visit must send an RSVP to procurement@househoward.org by **5:00 p.m. EPT on February 5, 2017**. Failing to attend the site visit will not be a basis for any later increase in the Contractor’s offered pricing.



EXHIBIT A

SCOPE OF WORK

I. SITE INFO

Address: 9203 Wilbur Court Columbia, MD 21046	Stories: 2
Unit Type: Townhome	Basement: Yes
Year Built: 1983	Heating: Electric
Bed/Bath: 3 bed / 2 full bath / 1 half bath	Exterior: Siding
Lot Size: 0.05 acre	Unit Area: (incl. basement): 1,500 sqft

II. SCOPE OF WORK

Misc. Interior

Entire House: Trash out unit and remove white wall shelves in utility area and wall cabinets in the basement.

Fireplace: Clean fire place, remove handles on doors, and seal off using luan. Caulk and paint black.

Bathroom: Replace all exhaust fan covers, install white covers.
Remove old caulk around tub and shower surround. Recaulk with beige, almond caulk.

Attic: Repair or replace attic access trim.

Basement: Repair basement stair treads.
Remediate mold in the basement.
Replace basement exhaust fan duct.
Install wire clothes hanging shelf inside the area under the stairs to make into closet.

Washer/Dryer: Replace dryer flex duct with ridged 4" duct, 8' of flex duct is maximum.
Move washer and dryer from Bridle Path and install in basement, once new connections are installed.
Move washer and dryer connections to the area outside of the basement bathroom (include electrical, hot and cold water supply, drain and dryer duct).

Exterior

Driveway: Repair and seal driveway.
Replace landscaping lumber with 6X6 pressure treated post.

Siding: Pressure wash siding.

Window: Replace window well cover.

Fence: Repair rear fence, pressure wash and seal.



EXHIBIT A

SCOPE OF WORK

Replace gate hasp and pad lock, install gate latch with handle.
Deck: Replace warped and split hand rails using untreated lumber.
Pressure wash deck, stain and seal (cedar color).
Shed: Clean out shed, pressure wash, stain and seal.
Repair shed door and hasp
Basement: Remove carpet from exterior basement stairs and clean stairwell.
Clean and paint basement stairs retaining wall (exterior paint, match to house color).
Outside of House: Paint and caulk rear overhang bottom (match paint to house).
Outside of House: Paint shutters, railing post, front door and storm door (exterior paint, match current color).
Front Railing: Remove white railing in front of unit.
Windows: Remove window grids from windows.
Roof: Replace all roof pipes flashing. Replace mailbox with metal box
Mailbox: Replace mailbox post and add address to post
Front Door: Touch up paint numbers on front door.

Landscaping

Trim shrubs in front and on the side of the house.
Cut grass.
Remove all landscaping scallops.
Remove dying tree from back yard.
Remove weeds in the backyard and install mulch from the fence to the deck.
Remove all vines from the deck.
Prune back tree in front and cut tree limbs overhanging the roof in the rear.
Mulch front and side bushes.

Plumbing

Basement: Clean basement stairs floor drain.
Deck: Replace hose bib inside deck cut out opening.
Bathroom: Install 3 new vanities, basins and faucets in each bathroom (match vanities color to kitchen cabinets, white basins, and satin nickel faucets).
Bathroom: Replace powder room and 2nd floor bathroom toilets (install water saver toilets, white round bowl).
Bathroom: Install new toilet seats on all 3 toilets.
Kitchen: Replace kitchen faucet (install satin nickel pull out sprayer style).
Basement: Remove basement shower surround, install backer board. Retile with white 4" X 4" tiles and include soap dish.
Bathroom: Remove shower door frame and install new shower door in basement (install Maax semi-framed pivot door)
Outside of House: Remove exterior black flex pipe for the sump pump install 1 1/2" PVC pipe.
Entire House: Replace all shut off valves.



EXHIBIT A

SCOPE OF WORK

Bathroom: Replace tub faucet knobs & cartridge in upstairs bathroom
Bathroom: Replace shower knob and pan in basement shower.
Basement: Install 1 ¼" PVC drain line on water heater pan & connect to floor drain.
Replace basement toilet tank lever & fill valve.

Electrical

Outside of House: Replace front and back porch lights, install LED wall lanterns.
Replace exterior outlets with GFCI outlets with covers.
Entire House: Replace all switches with white switches.
Replace all outlets with tamper resistant, white outlets (ensure kitchen, bathrooms and laundry outlets are GFCI protected).
Replace all cover plates with white unbreakable plastic cover plates.
Foyer/Hall: Replace foyer and hall ceiling light fixtures, install satin nickel LED fixtures
Bathroom: Replace all vanity lights, install 3 light brushed nickel LED vanity light.
Dining Room: Replace ceiling fan, install 48" satin nickel fan (48" ceiling fan).
Kitchen: Replace kitchen light fixture, install LED satin nickel fixture.
Master Bedroom: Replace master bedroom closet pull chain fixture and install LED bulb.
Entire House: Replace all cable plates with white cable plates.
Replace all phone jacks with white phone jacks.
Replace all recess can light bulb with LED flood light bulbs.
Replace dimmer switch for recess can.
Basement: Replace basement stair light and utility room light
Move light switch which controls the back area lights inside the new room to allow the light to be controlled from inside the room.

Doors/Windows

Entire House: Install white metal mini blinds on all windows.
Living Room: Replace living room window balances (1 window).
Kitchen: Replace kitchen window balances.
Replace sliding glass door vertical blinds with room darkening blinds.
Front Door: Rescreen storm door.
Basement: Replace basement entry door and frame; install energy star rated 6 panel door with stain nickel locking knobs and peephole.
Install flat panel bi-fold door on area under the basement interior stairs.
Repair basement bath door.
Inside of House: Replace interior doors, basement steps, 2 bedrooms, master bedroom closet, and 2nd floor bath.

Flooring

Foyer: Install supplied laminate flooring at front entrance area.



EXHIBIT A

SCOPE OF WORK

Entire House: Replace carpet and pad, include both stairs, 1st and 2nd floors (HUD/FHA approved materials)
Kitchen/Bathroom: Install sheet vinyl flooring in kitchen and bathrooms.
Basement: Remove ceramic tile flooring in the basement and install vinyl plank flooring throughout the basement.

Drywall

Entire House: Remove all curtains and rods. Repair drywall.
Remove all items from walls and repair drywall. (Includes racks, hooks, screws, nails, lights, mounts, etc.)
Master Bedroom: Remove hook inside master bedroom closet; repair drywall.
Living Area: Remove old alarm system; repair drywall.
Bathroom: Remove toothbrush holder from the wall in the 2nd floor bathroom, repair drywall.
Basement: Repair or replace drywall in the basement.
Bedroom: Remove pink wall shelves and repair drywall.
Basement: Drywall old utility closet area, include ceiling drywall.
Build a wall and install a 36" flat panel door, from the new laundry area back wall, to the wall on the side of the stairs.

HVAC

Entire House: Replace all floor registers, install brown metal floor registers.
Replace 1st and 2nd floor return air grilles.
Replace air handler blower.
Replace air filter.
Replace HVAC condensate drain line.

Hardware

Bathroom: Replace powder room toilet paper holder, repair hole and install surface mount toilet paper holder.
Replace all bathrooms towels bars, install 2 satin nickel towels in each bathroom, one above the toilet and the 2nd on another wall in the bathroom.
Entire House: Replace all door knobs with satin nickel door knobs (Schlage or Kwikset knobs).
Replace all door stops with satin nickel stops.
Replace bi-fold door pulls with satin nickel.
Bathroom: Replace tub overflow cover and tub drain waste shoe, install satin nickel replacements.
Replace shower rod and ends, install satin nickel replacements.
Replace both shower heads; install satin nickel water saving heads.
Install wall mirrors in all bathrooms; match the mirrors width to the vanities width by 36" high.



EXHIBIT A

SCOPE OF WORK

Foyer: Replace front entry door locks (satin nickel, Schlage or Kwikset brand, locking knob and thumb turn dead bolt).

Basement Bathroom: Replace basement toilet paper holder, install satin nickel replacement.

Foyer: Replace front door peephole, install satin nickel peephole.

Cleaning

Bathroom: Clean all bathroom exhaust fans.

Entire House: Clean duct work.

Kitchen: Clean sliding glass door track and rescreen sliding screen door.

Appliances

Kitchen: Replace kitchen appliances (install 18 cu. Ft. Kenmore energy star refrigerator, White)

Replace range hood (White, Broan, or Nutone brand).

Cabinetry

Kitchen: Replace cabinets (install all wood cabinets, toffee color).

Replace countertops (install butter rum granite laminate counter tops).

Structural

Basement: Convert basement back area into a bedroom.

Remove utility closet door and right side section of wall, build a wall across the utility area and connect it to the remaining side wall (install 2 30" flat panel top latching doors for access to the HVAC system and water heater).

Build a plywood box over sump pump area, with a hinged box top to gain access to sump pump, paint box to match walls.



DOCUMENT A

BID COVER PAGE

TITLE: RENOVATION OF DWELLING UNIT (HCHC IFB NO. 01-01-2017)

TO: HOWARD COUNTY HOUSING COMMISSION
6751 Columbia Gateway Drive, Third Floor
Columbia, MD 21046

Company Name: _____

Address: _____

(City) (State) (Zip Code)

Phone: _____ Fax: _____ E-Mail: _____

Federal Tax ID No.: _____

MD Dept. of Assessments and Taxation ID No.: _____

Request for Confidential Treatment (check one):

- We are not requesting confidential treatment for this bid.
- We are requesting confidential treatment for portions of this bid. We have supplied, as an attachment to this bid, a list of the provisions identified by section number for which we seek confidential treatment along with the statutory basis under Maryland law for exempting that information from public disclosure. We have supplied an additional copy of the bid with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to indemnify and hold the Commission and Howard County, Maryland harmless for any costs or damages arising out of the Commission agreeing to withhold the materials based on our request. Our stated bases for confidential treatment notwithstanding, we understand that the Commission shall have the ultimate discretion to determine whether the information provided in our bid should be disclosed in accordance with applicable law. We agree that the Commission may deem our request for confidential treatment to be invalid if we fail to include in this submission all information and documentation required by this paragraph.

The undersigned affirms that all statements in this submission are true and accurate to the best of the knowledge and belief of the undersigned:

SIGNATURE

DATE

PRINTED NAME

TITLE



DOCUMENT B

REQUIRED BID CONTENT

TITLE: RENOVATION OF DWELLING UNIT (HCHC IFB NO. 01-01-2017)

The Bid must include each of the following items:

1. **Cover Letter**. Provide a cover letter that summarizes the Bidder's interest in the project, a brief description of qualifications, statement of understanding of the scope of work, and identification of a primary contact person.
2. **Price Proposal**. Provide an itemized price proposal in spreadsheet format. The spreadsheet must contain a separate line item and price for each work item listed in the Scope of Work provided in **Exhibit A**.

Tax-Exemption - The Howard County Housing Commission is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The Commission's Maryland tax exemption number is 30001219.
Note: A contractor cannot use the Commission's tax exemption in the purchasing of any goods to be used in performing the scope of work.

3. **EBO Information**. Confirm whether the Bidder is a minority-owned business enterprise, women-owned business enterprise, disabled-owned business enterprise, or a HUD-defined Section 3 business concern and, if applicable, provide a copy of valid certification.



DOCUMENT C

AFFIDAVIT

TITLE: RENOVATION OF DWELLING UNIT (HCHC IFB NO. 01-01-2017)

Contractor _____

Address _____

I, _____, the undersigned _____, of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the
aforementioned office in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, Maryland or the Howard County Housing Commission, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the Commission, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County or Commission received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the Commission in connection with this contract, job, work, or service for the Commission, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County or the Commission have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County or the Commission have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

PRINTED NAME

TITLE



EXHIBIT B
HOWARD COUNTY HOUSING COMMISSION
AGREEMENT

THIS AGREEMENT (the "Agreement"), made this _____ day of _____ 2017, is by and between the **HOWARD COUNTY HOUSING COMMISSION**, a public body corporate and politic (hereinafter the "Commission"), and [**CONTRACTOR**] having an address of [ADDRESS] (hereinafter the "Contractor").

WHEREAS, the said Contractor, in consideration of the payments hereinafter specified and agreed to be made by said Commission, hereby covenants and agrees to perform all services, in strict and entire conformity with the Attachment A entitled, "Services to be Performed/Goods to be Provided", Attachment B entitled, "Insurance Requirements", and Attachment C entitled, "Section 3 Clause."

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the Commission shall pay the Contractor an amount as set forth herein for services rendered and goods provided in accordance with this Agreement, the other attachments hereto, and the Proposal, all of which are hereby incorporated into and made a part of this Agreement. Notwithstanding any other terms or provisions of this Agreement, in the event the Commission is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder by act of the General Assembly of Maryland or the Howard County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the Commission (and its members and agents), the Commission shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

1. **Contractor's Duties.**

The Contractor shall be an independent Contractor and not an employee of the Commission, and shall be responsible for the reporting and remittance of all state and federal taxes. The Contractor shall perform the services and provide the goods outlined in Attachment A hereto. The Contractor's services will be performed with due care and goods will be provided in accordance with all applicable standards.

2. **Compensation.**

2.1 In consideration of the services and goods to be provided by the Contractor, the Commission shall pay the Contractor an amount equal to the amount invoiced pursuant to Paragraph 2.2 below. The disbursement shall be disbursed upon completion of the services and delivery of the goods described herein in a manner satisfactory to the Commission, in its sole discretion.

2.2 The Contractor shall submit invoices to the Commission monthly. The Contractor's invoices shall reflect the:

- Contractor's name
- Address
- Purchase order number
- Services performed during the preceding billing period
- Goods provided during the preceding billing period
- Waivers from all subcontractors

All invoices shall be submitted to **Accounts Payable**. Invoices in the proper form and approved by the Commission shall be paid by the Commission within thirty (30) days of receipt thereof. The Commission reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the Commission, in its discretion, deems appropriate.

2.3 In no event shall the total compensation paid to the Contractor under this Agreement exceed the amount of [AMOUNT] during the entire term of this Agreement including any renewals thereof.

3. **Term.**

3.1 This Agreement shall become effective when it has been properly signed by all parties hereto and shall continue through [DATE] (hereinafter defined as the "Initial Term"), at which time the Commission may exercise its option to renew set forth in Paragraph 3.2 below, unless sooner terminated pursuant to Paragraphs 5 and 7 hereof.

3.2 The Commission shall have the option of extending this Agreement for an additional three (3) years, in one-year increments, on the same terms and conditions, by providing written notice of its intent to extend to the Contractor.

4. **Contractor's Representations and Warranties.** The Contractor hereby represents the following:

4.1 The Contractor is a [CORPORATE STATUS], duly formed and validly existing under the laws of the State of Maryland and is qualified to do business and is in good standing in the State of Maryland.

4.2 The Contractor has the power and authority to consummate the obligations and responsibilities contemplated herein and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.

4.3 The person executing this Agreement for the Contractor warrants that he is duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.

4.4 The professional services to be provided under this Agreement shall be

performed competently and with due care, and in accordance with all applicable laws, codes, ordinances and regulations. The goods to be delivered shall comply with the implied warranties of merchantability and fitness for use, and all express warranties created by this Agreement.

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services rendered under this Agreement, and shall present such licenses to the Commission upon its request for the same.

4.6 All representations and warranties made in the Proposal response remain true and correct in all respects.

5. **Termination for Convenience.**

5.1 The Commission may terminate this Agreement, without cause, by providing written notice thereof to the Contractor at least thirty (30) days prior to the intended date of termination at the address set forth below, or at such other address as may be later designated by the Contractor in writing. The Contractor acknowledges that the absence of a reciprocal right of termination for convenience does not render this Agreement illusory or unenforceable.

5.2 In the event of termination, without cause, the Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. Payment shall be made in accordance with the provisions of Paragraph 2 of this Agreement.

6. **Insurance.**

The Contractor shall be required to provide insurance required by the Commission pursuant to the insurance requirements specified in Attachment B. The Contractor shall maintain the insurance coverages required by the Commission while this Agreement is in force, and provide documentation of such insurance in a form satisfactory to the Commission. Such documentation may, in the discretion of the Commission, be in the form of binders or declarations from the insurance company.

7. **Default.** The term "Default" as used in this Agreement shall mean the occurrence or happening, from time to time, of any one or more of the following:

7.1 **Representations and Warranties.** If any representation or warranty, expressed or implied, contained in this Agreement and in the Proposal shall prove at any time to be incorrect or misleading in any material respect either on the date when made or on the date when reaffirmed.

7.2 **Compliance with Covenants and Conditions.** If the Contractor shall fail to comply with the terms of any covenant, condition, agreement or any express or implied warranty contained in this Agreement.

7.3 **Performance of Contractual Obligations.** If the services hereunder are not performed in good faith and in accordance with the provisions of this Agreement and the delivery of the goods that are the subject of this Agreement is not being made in good faith and/or in accordance with the

schedule which is attached hereto as Attachment A.

7.4 **Conditions Precedent to Any Disbursement.** If the Contractor is unable to satisfy any condition precedent to its right to receive a disbursement.

8. **Remedies for Default.**

8.1 The Commission shall have the right upon the happening of any Default, without providing notice to the Contractor:

a. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;

b. To suspend the Contractor's authority to receive any undisbursed funds; and/or

c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the Commission, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

8.2 Upon termination of this Agreement for default, the Commission may elect to pay the Contractor for services provided and goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the Commission shall not be obligated to make any further disbursements hereunder.

9. **Remedies Cumulative and Concurrent.**

No remedy herein conferred upon or reserved to the Commission is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the Commission shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the Commission may be exercised from time to time as often as may be deemed expedient by the Commission.

10. **Confidential Information.**

The Contractor shall not disclose any documentation and information disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future Commission business, services and clients without the express written consent of the Commission.

11. **Conflict of Interest.**

The Contractor certifies that the officer of the company who is executing this Agreement has read and understands the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.

12. **Assignment.**

Neither the Commission nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the Commission, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

13. **Delegation of Duties.**

The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the Commission.

14. **Indemnification.**

The Contractor shall indemnify and hold harmless the Commission, its employees, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the Commission, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the Commission.

15. **Integration and Modification.**

This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

16. **Governing Law.**

This Agreement shall be governed and construed in accordance with the laws of the State of Maryland.

17. **Conflicting Terms.**

17.1 The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Agreement is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order, the provisions of this Agreement shall prevail.

17.2 In the event of a conflict between the Proposal and this Agreement, the provisions of this Agreement without the conflicting terms in the Proposal shall prevail.

17.3 In the event of a conflict between Attachment A entitled, "Services to be

Performed/Goods to be Provided” and this Agreement, the provisions of this Agreement shall prevail.

18. **Severability.**

If any of the provisions in this Agreement are declared by a court or other lawful authority to be unenforceable or invalid for any reason the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law.

19. **Time is of the Essence.**

Time is of the essence with respect to performance of the terms and conditions of this Agreement.

20. **Funding.**

The contractual obligation of the Commission under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.

21. **Ownership of Goods.**

All finished or unfinished work, reports, or goods that are the subject of this Agreement including any licenses or consents acquired by the Contractor for performance hereunder, shall be and shall remain the property of the Commission.

22. **No Waiver, Etc.**

No failure or delay by the Commission to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the Commission from exercising any such right, power, or remedy at any later time or times.

23. **Warranty.**

The Contractor warrants the services and goods furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a period of one (1) year from the date of delivery. Replacements and repairs under this warranty are to be made by the Contractor at no cost to the satisfaction to the Commission.

Any material supplied by the Contractor shall carry a manufacturer’s standard new material warranty. A labor and material warranty shall be submitted in writing with the proposal.

24. **Notice.**

Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

FOR THE COMMISSION:

Thomas P. Carbo
6751 Columbia Gateway Drive
Columbia, MD 21046
(410) 313-6317

FOR THE CONTRACTOR:

[Name]
[Address]
[Telephone]

[SIGNATURES BEGIN ON NEXT PAGE]

SAMPLE

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

WITNESS:

[CONTRACTOR]

Federal Identification No. _____

By: _____

NAME: _____

TITLE: _____

WITNESS:

Howard County Housing Commission,

By: _____

Ada D. Best

Acting Executive Director

Authorized Signatory

APPROVED FOR LEGAL SUFFICIENCY

Gary W. Kuc
County Solicitor

SAMPLE

ATTACHMENT [#]

SECTION 3 CLAUSE

A. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The Contractor certifies that any vacant employment positions, including training positions, that were filled (1) after the Contractor was selected but before the Agreement was executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Company Name: _____

Company Representative's Signature: _____

Company Representative's Printed Name: _____

Title: _____

Date: _____