

HOUSING COMMISSION

Howard County

REQUEST FOR PROPOSALS

(HCHC RFP No. 01-10-2016)

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

PERVIOUS DRIVEWAY REPLACEMENT

Issuance Date: October 14, 2016

Submission Due Date: October 31, 2016 at 2:00 p.m. EPT

Questions Deadline: October 20, 2016 at 5:00 p.m. EPT
(See Section 11 for details)

No Site Visit
(See Section 12 for details)

Issued by:
Howard County Housing Commission
Thomas P. Carbo, Executive Director



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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 excavate, remove, and dispose of the existing pervious concrete neighborhood street and cul-de-sac known as Glenrobbin Place in Jessup, MD 20794 (collectively, the “Driveway”) and to properly replace it with pervious pavers and conduct related restoration work for the Driveway as further described in Section 4 below.

2. CONTRACT PERIOD

The Commission anticipates executing a contract that is similar to Exhibit C on or about November 2016. The contract period shall commence on the date the contract is fully executed by all parties.

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 NARRATIVE

4.1 **Site Info.** As stated in Section 1 above, the Driveway consists of the neighborhood street and cul-de-sac known as Glenrobbin Place in Jessup, MD. The approximate square footage of the Driveway is 12,850. Photographs and a drawing of the site are attached hereto as Exhibits A

and B, respectively. The existing pervious concrete that forms the Driveway is failing and is in need of replacement. Additionally, the concrete curbs bordering the Driveway are separating from the previous concrete.

4.2 Scope of Work Narrative. The Contractor shall:

- 4.2.1 Excavate, remove, and dispose of the existing pervious concrete that forms the Driveway;
- 4.2.2 Properly install, test, and warrant pervious pavers in its place - the Commission seeks to install Aqua Roc II permeable stone pavers or a similar product; and
- 4.2.3 Realign the curbs with the Driveway – replacement of the curbs may be proposed if necessary.

All work activities must be conducted in full compliance with all applicable laws and regulations, including applicable environmental and waste-disposal laws and regulations.

All site work must be properly 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.

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 be properly licensed and in good standing under Maryland law to provide the services specified in this RFP.
- 5.3 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. 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:

- 6.1 Worker's Compensation Insurance with limits of coverage as follows:
 - 6.1.1 Coverage A: Statutory, covering Maryland jurisdiction; and
 - 6.1.2 Coverage B: Employer's Liability coverage of at least \$100,000.00.
- 6.2 Automobile Liability Insurance with combined single limits of liability of at least \$1,000,000.00 per occurrence.
- 6.3 Commercial General Liability Insurance with combined single limits of \$1,000,000.00 per occurrence, naming "Howard County, Maryland" and "Howard County Housing Commission" 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:
 - 6.3.1 Contractual Liability, including Subcontractors;
 - 6.3.2 Personal and Advertising Injury; and
 - 6.3.3 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.

7. HOLD HARMLESS/INDEMNIFICATION

7.1 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.

7.2 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.

8. SUBMISSION OF PROPOSALS

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

8.1 Completed and executed Document A (Proposal Cover Page);

- 8.2 Responses to the items listed in Document B (Required Proposal Content); and
- 8.3 Completed and executed Document C (Affidavit).

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

- 8.4 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. Proposals must be securely sealed and clearly marked "HCHC RFP No. 01-10-2016."
- 8.5 The electronic copy of the proposal 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.**
- 8.6 Proposals must be received by the Commission in both required formats by no later than **2:00 p.m. EPT on October 31, 2016**. Timely proposals become the property of the Commission. Late submissions will not be considered and will be returned unopened.

A submission in response to this RFP shall be considered as a representation that the proposer:

- 8.7 Has carefully reviewed the terms and conditions of this RFP;
- 8.8 Has carefully investigated all conditions which affect or may, at some future date, affect the performance of the services covered by the proposal;
- 8.9 Is familiar with the entire area to be serviced as described in the specifications;
- 8.10 Has carefully reviewed all contract documents;
- 8.11 Is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed and materials to be furnished;

- 8.12 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;
- 8.13 Agrees that the Commission may copy the proposal to facilitate evaluation and/or responding to requests for public records; and
- 8.14 Warrants that any copying of the proposal by the Commission will not violate the rights of any third party.

Proposers may submit a certification of status as a minority-owned business enterprise, women-owned business enterprise, disabled-owned business enterprise, or a HUD-defined Section 3 business concern. Such certifications shall be considered by the Commission in a manner consistent with its Procurement Policy. The Commission accepts certifications from the State of Maryland, Howard County Government, or Baltimore County Government.

9. EVALUATION OF PROPOSALS

The Commission intends to make award to the responsible Contractor whose proposal represents the best value to the Commission. Proposals will be evaluated based on the following criteria:

- 9.1 Experience, qualifications, and technical competence of the proposer in performing similar services;
- 9.2 Ability to meet due dates;
- 9.3 Completeness of the proposal; and
- 9.4 Price.

The Commission may enter into negotiations and interviews with proposers and invite best and final proposals as deemed to be in the best interest of the Commission. Negotiations and interviews may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the Commission's sole discretion. However, proposers are strongly advised not to prepare their proposals based on any assumption or understanding that negotiations or interviews will take place. Proposers are advised to respond to this RFP fully and with forthrightness at the time of submission. Nothing herein is intended to limit the Commission's ability to proceed in a manner that is most advantageous to the Commission.

Following submission, proposers are strongly cautioned not to contact elected officials or members of the evaluation committee regarding 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.

10. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

Timely proposals become the property of the Commission. A proposal 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.

Proposers may request that the Commission treat certain information contained in their proposals as exempt from disclosure. To receive such treatment, the proposer 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 proposal 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 proposal as possible.

A proposer shall be responsible for any costs or damages associated with defending the proposer'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 proposal should be disclosed.

11. QUESTIONS

Questions concerning this RFP must be made in writing and e-mailed to rfpquestions@househoward.org. Questions must be received no later than **5:00 p.m. EPT on October 20, 2016**. Answers to questions and any addenda/amendments to the RFP will be posted by **October 25, 2016** on the Commission's website at:

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

12. NO SITE VISIT

There will be no formal site visit. Proposers, however, are encouraged to visit the

site on their own before making their submissions. Failing to visit the site will not be a basis for any later increase in the Contractor's offered pricing.



EXHIBIT A
SITE PHOTOGRAPHS



EXHIBIT A
SITE PHOTOGRAPHS



EXHIBIT A
SITE PHOTOGRAPHS



EXHIBIT A
SITE PHOTOGRAPHS



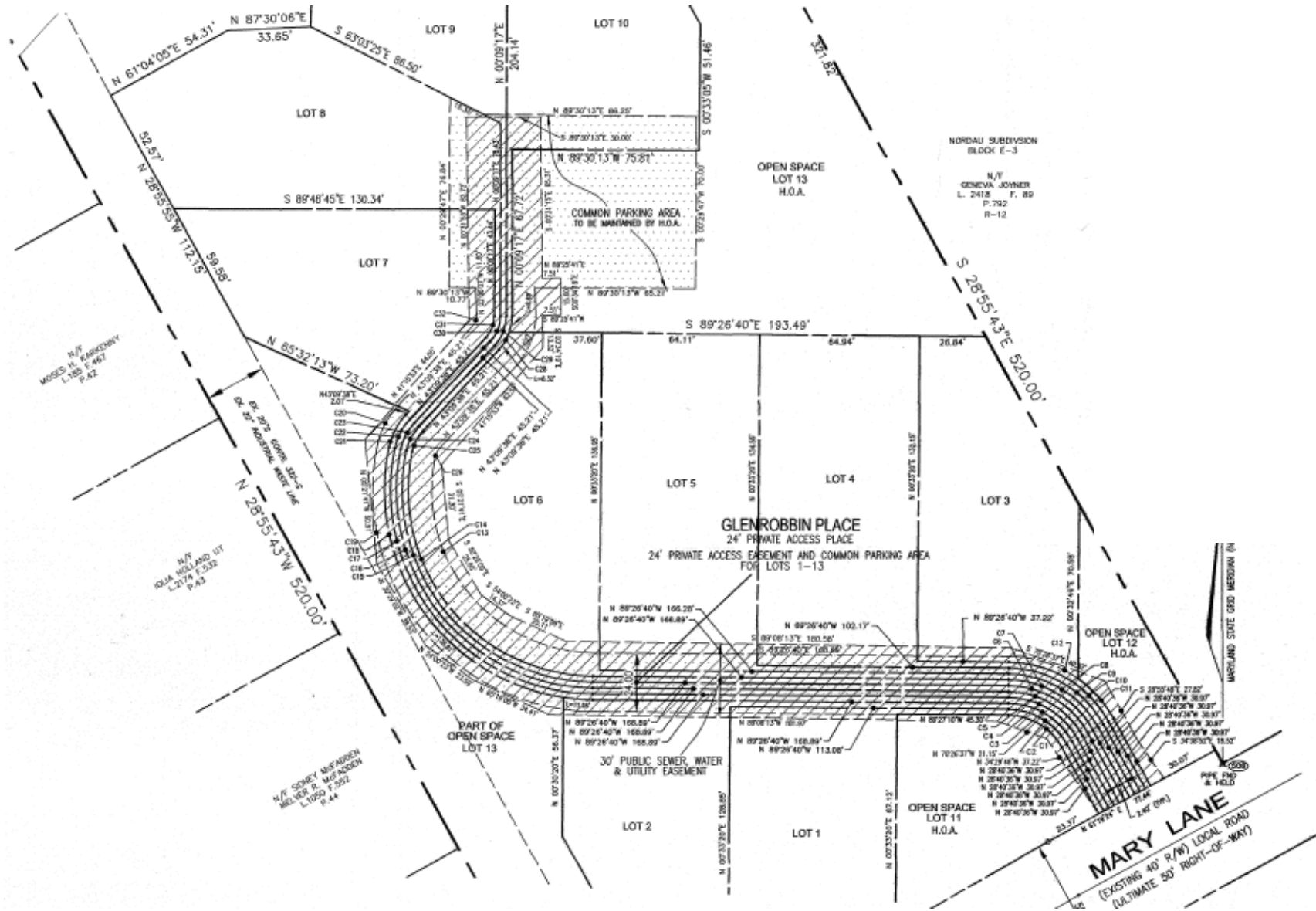
EXHIBIT A
SITE PHOTOGRAPHS



EXHIBIT A
SITE PHOTOGRAPHS



EXHIBIT B
SITE DRAWING



DOCUMENT A

PROPOSAL COVER PAGE

TITLE: PERVIOUS DRIVEWAY REPLACEMENT (HCHC RFP NO. 01-10-2016)

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 proposal.
- We are requesting confidential treatment for portions of this proposal. We have supplied, as an attachment to this proposal, 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 proposal 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 proposal 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



REQUIRED PROPOSAL CONTENTTITLE: PERVIOUS DRIVEWAY REPLACEMENT (HCHC RFP NO. 01-10-2016)

The Proposal must include each of the following items:

1. **Cover Letter**. Provide a cover letter that summarizes the Proposer's interest in the project, a brief description of qualifications, statement of understanding of the services solicited by this RFP, and identification of a primary contact person.
2. **Description of Proposer**. Provide a concise description of the company and the resumes and relevant certifications of all key personnel involved in performing the services solicited by this RFP.
3. **Statement of Qualifications**. Explain the knowledge and experience that qualifies the Proposer to perform the services solicited by this RFP.
4. **Project Portfolio**. List projects within the past three (3) years that best demonstrate the Proposer's experience and competence to perform the services solicited by this RFP. Each listed assignment must be accompanied by each of the following:
 - a. Narrative of project and key participants;
 - b. Date started and completed;
 - c. Client contact information; and
 - d. Original contract price, final contract price, and explanation of variance (if any).
5. **Proposed Project Timeline**. Provide a proposed project timeline for the completion of the services solicited by this RFP.
6. **Fee Proposal**. Provide a detailed and itemized fee proposal. Include specifications and pricing for the pervious pavers offered to be installed.

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 Tax Exemption number is 30001219.
7. **EBO Information**. Confirm whether the Proposer 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.

EXHIBIT C
HOWARD COUNTY HOUSING COMMISSION
AGREEMENT

THIS AGREEMENT (the "Agreement"), made this _____ day of _____ 2016, 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: _____

Thomas P. Carbo
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: _____