



10400 Detrick Avenue  
Kensington, Maryland  
20895-2484  
Email: [purchasing@hocmc.org](mailto:purchasing@hocmc.org)  
Website: [www.hocmc.org](http://www.hocmc.org)

**REQUEST FOR PROPOSALS  
RFP #2203**

**For**

**Software Development Services**

**Proposal Due Date: May 1, 2020 at 2:00 P.M.**

Housing Opportunities Commission of Montgomery County  
Procurement Office  
10400 Detrick Avenue  
Kensington, MD 20895

**Leidi Reyes**  
Procurement Officer  
[Leidi.Reyes@hocmc.org](mailto:Leidi.Reyes@hocmc.org)

**Ian Williams**  
Chief Technology Officer  
[Ian.Williams@hocmc.org](mailto:Ian.Williams@hocmc.org)

## **TABLE OF CONTENTS**

### **SECTION 1 GENERAL**

1. BACKGROUND
2. QUESTIONS AND INQUIRES
3. ADDENDA
4. SUBMISSION OF PROPOSAL DOCUMENTS

### **SECTION 2 SCOPE OF WORK AND SPECIFICATION**

5. SCOPE

### **SECTION 3 SELECTION PROCESS**

6. CONTRACTOR'S QUALIFICATIONS
7. CONTRACTOR'S REQUIREMENTS
8. EVALUATION CRITERIA

### **SECTION 4 TERMS AND CONDITIONS**

9. CONTRACT TERM
10. PRICE/ADJUSTMENT
11. BILLING AND PAYMENT
12. INSURANCE REQUIREMENTS
13. SECTION 3 / HOC WORKS POLICY
14. BACKGRIUND CHECKS
15. HUD 2530 FORMS
16. MINORITY PARTICIPATION
17. MARYLAND LOCAL GOVERMENTS TORTS CLAIMS ACT
18. HOC RIGHTS
19. CONTRACT ADMINISTRATOR

### **EXHIBITS**

- Exhibit A: SECTION 3
- Exhibit B: BACKGROUND CHECKS

**Request For Proposals (RFP) #2203  
for  
Software Development Services**

**SECTION 1 GENERAL**

**1. BACKGROUND:**

The Housing Opportunities Commission (HOC) is the public housing agency, housing development, and housing finance agency of Montgomery County, Maryland. HOC develops, owns and/or manages a wide range of rental housing in Montgomery County, including public housing, market-rate and assisted housing for families and for senior citizens.

HOC seeks comprehensive software development services for 2 potential projects. The potential projects are HOC Freedom of Information Act (FOIA) Request and HOC Meeting Tracking Systems (see section 2). HOC also plans to develop business metrics that represent future goals, and tie these to organizational processes, enabling the discovery of functions and services that may be improved.

The existing HOC application software includes a mix of technologies and platforms, including, but not limited to:

- Microsoft SQL Server databases
- Windows 7
- Windows 10
- G-Suite
- AWS
- HTML
- Java
- JavaScript
- Visual Basic
- ASP
- .NET
- C# (C-Sharp)
- AODocs – HOC’s document management and workflow system
- Voyager by Yardi – HOC’s property management and financial system

**2. QUESTIONS AND INQUIRIES:**

The Office of Procurement is the point of contact for this Request for Proposals (RFP). Questions concerning this RFP must be addressed in writing to the Procurement Office, via email at [purchasing@hocmc.org](mailto:purchasing@hocmc.org) no later than 12:00 p.m., April 21, 2020. Responses to questions will be posted on HOC’s website in the form of an addendum.

**3. ADDENDA:**

- 3.1 If this solicitation is amended with any addendums, then all terms and conditions which are not modified by said addendum shall remain unchanged.
- 3.2 Bidders shall acknowledge receipt of any addendum to this solicitation by signing and returning the addendum with their proposal. Proposals which fail to acknowledge receipt of any addendum may result in the rejection of their proposal if the addendum contained information which substantively change HOC requirements.

**4. SUBMISSION OF PROPOSAL DOCUMENTS:**

- 4.1 Contractors must submit one original, clearly marked as such, and three copies of the complete proposal. In addition contractors must submit one electronic copy of the proposal on a non-password protected flash drive. The cost of preparing proposals is the responsibility of Contractors. Failure to provide the required number of complete duplicate copies may result in rejection of the proposal.
- 4.2 Proposals must be submitted securely to the Procurement Office via email at [Purchasing@hocmc.org](mailto:Purchasing@hocmc.org) no later than May 1, 2020 by 2:00 p.m.
- 4.3 Technical and price proposals are to be emailed as two separate files. There shall be no reference to the price of products and services in the Technical Proposal.
- 4.4 Timely proposals become the property of HOC. Late proposals will not be considered.
- 4.5 In response to this Request for Proposal, each Contractor shall minimally include:
  - 4.5.1 A list of qualifications, credentials, certifications that the Contractor possess as an organization and/or by its employees relevant to the Contractor's requirements as set forth in paragraph 2 and Paragraph 7 of this solicitation.
  - 4.5.2 Detail of techniques/approaches/methodology the Contractor may use demonstrating a thorough understanding of the anticipated services in Paragraph 2, as well as the Contractor's background and experience with that method.
  - 4.5.3 A description of experience providing assessment of software solutions, both on premises and hosted.
  - 4.5.4 The resumes/credentials of person(s) who will be assigned to perform service under the proposal. Credentials may be subject to verification.
  - 4.5.5 A list of three clients for whom the Contractor or key personnel has provided similar services during the past 36 months. It is desirable that the Contractor have a minimum of one local government or related agency client, comparable to HOC, during the 36 month period. Clients may be contacted.
  - 4.5.6 Price Proposal.

- 4.6 To assure a uniform review process and to obtain the maximum degree of comparability, each proposal shall be presented in the order above. Each page of the proposal should be consecutively numbered.

## SECTION 2 SCOPE OF WORK AND SPECIFICATION

### 5. SCOPE:

- 5.1 HOC intends to make one or more awards to the responsible Contractors whose proposals represent the best values to HOC. The estimated annual quantities on the Proposal Sheet represent the total volume of work for all Contractors. The assignment of work shall be at the sole discretion of HOC. All Contractors shall waive any claim of any Contractors against HOC for extra compensation or damages arising out of assignment of work by HOC.

- 5.2 Services shall include, but not be limited to, consulting and/or training in:

- Software Development
- Software Design
- Software Security
- Programming
- Strategic Planning;
- Process Reengineering;
- Project Management Principles; and
- Implementation/Deployment Support.

- 5.3 HOC Meeting Tracking System should support the following requirements:

- 5.3.1 Tenant Meeting Sign Up
- 5.3.2 In Meeting Agenda Tracking
- 5.3.3 HOC Staff follow up and Complaint tracking
- 5.3.4 Robust Document search
- 5.3.5 Executive Dashboard
- 5.3.6 ADA Compliant
- 5.3.7 Integration with HOC's Website
- 5.3.8 Integration with our system of record which is currently Yardi Voyager
- 5.3.9 Integration with HOC's Middleware which is built in C Sharp programming language
- 5.3.10 Integration with Google, G-Suite Platform
- 5.3.11 Cloud based

- 5.4 HOC Freedom of Information Act (FOIA) Request System should support the following requirements:

- 5.4.1 Robust Searching
- 5.4.2 FOIA Request Creation and Validation
- 5.4.3 FOIA Staff Working Queue
- 5.4.4 FOIA Detail Review
- 5.4.5 FOIA Fulfillment
- 5.4.6 FOIA Request Workflow
- 5.4.7 ADA Compliant
- 5.4.8 Integration with HOC's Website

- 5.4.9 Integration with HOC's system of record which is currently Yardi Voyager
- 5.4.10 Integration with HOC's Middleware which is built in C Sharp programming language
- 5.4.11 Integration with Google, G-Suite Platform
- 5.4.12 Cloud based

## **SECTION 3 SELECTION PROCESS**

### **6. CONTRACTOR'S QUALIFICATIONS:**

- 6.1 Contractors must have been primarily engaged in software development services and have expertise with a local or regional jurisdiction as comparable as possible with HOC.
- 6.2 Contractors shall have proven record of having provided the services required. HOC reserves the right to perform investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the contract.

### **7. CONTRACTOR'S REQUIREMENTS:**

- 7.1 The Contractor shall be familiar with System Development Life Cycle and Prototyping while following the Agile Project Management Methodology.
- 7.2 The Contractor shall have demonstrated management analysis, as well as experience in business process reengineering as reflected in resumes to be submitted with response.
- 7.3 Contractor shall have a proven record of using cloud best practices in development, deployment, and maintenance to cloud environments.
- 7.4 Contractor shall have a proven record of using Continuous Integration/Continuous Development best practices.
- 7.5 Contractor shall have a proven record of using search engine best practices to ensure maximum search flexibility in systems.
- 7.6 Contractor shall have an existing system that can be demonstrated at HOC request to show firm's capability

### **8. EVALUATION CRITERIA:**

- 8.1 HOC reserves the right to make one or more awards to the responsible Contractor(s) whose proposal shall be presented in the order of the above. Proposals shall be prepared simple and economy providing straightforward, concise description of the offer and all required information.
- 8.2 Proposals will be evaluated in two phases; the first based on the technical price submittals, the second on the oral discussions and finally a demonstration of existing application previously developed. The first phase will be evaluated based on the following criteria listed in order of importance:

- 8.2.1 Demonstrated understanding of methodologies and techniques in performing services in accordance with these specifications.
  - 8.2.2 Qualifications and technical competence of the staff based on résumés in accordance with these specifications.
  - 8.2.3 Documented experience related to assessing software design, development, and implementation services.
  - 8.2.4 Experience providing services with governmental entities similar to the Housing Opportunities Commission.
  - 8.2.5 Completeness of proposal; and Price.
- 8.3 After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals by making individual presentations to the evaluation committee.
- 8.4 HOC may enter into negotiations with Contractors and invite best and final offers as deemed to be in the best interest of the HOC. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at HOC's sole discretion.
- 8.5 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of proposal submission.
- 8.6 Following the submittal of proposals, Contractors are strongly cautioned not to contact members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or Contractors involved in this selection may result in dismissal from further consideration, at the HOC's sole discretion

## SECTION 4 TERMS AND CONDITIONS

### 9. CONTRACT TERM:

The contract period shall be for one year following Commission approval and proper execution of the contract documents, with the option of four (4) additional one (1) year renewals, exercisable at the sole discretion of HOC.

### 10. PRICE/ADJUSTMENT:

10.1 Price shall be firm for one year without increase for one year from the effective date of the contract. Prior to the commencement of subsequent renewals, HOC may allow a request for escalation in accordance with the current Consumer Price Index at the time of request or up to a maximum of 4% increase in the current pricing, whichever is lower. HOC reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period.

10.2 Requests for price adjustments must be submitted to the Procurement Office, 10400 Detrick Ave., Kensington, MD 20815.

10.3 For purposes of this section, "Consumer Price Index" (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor and Statistics, will apply.

10.4 If a price increase is requested following contract renewal and it has been longer than one year since the last increase, HOC may entertain a request for escalation if it is in HOC's best interest. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period or for one year at HOC's sole discretion.

### 11. BILLING AND PAYMENT:

Invoices shall be submitted to the Housing Opportunities Commission Attention: Accounts Payable, 10400 Detrick Avenue, Kensington, MD 20895 with a copy to Information Technology Department, 10400 Detrick Avenue, Kensington, MD 20895. HOC will make reasonable efforts to pay invoices submitted and approved within 30 days of receipt.

### 12. INSURANCE REQUIREMENTS:

Prior to the commencement of work under this Contract, the Contractor shall obtain and keep in force, at its own expense during the entire period in which work is being performed under the term of this Contract, including all extensions; liability insurance as protection from claims, under Workmen's Compensation and other employee benefit laws, for bodily injury and death, and for property damage that may arise out of work performed under the Contract, whether directly or indirectly by the Contractor and its employees, agents, representatives or Subcontractors. All liability insurance required herein shall be Comprehensive General and Automobile Bodily Injury and Property Damage policy or policies. The insurance required by the above shall be written for not less than the following limits of liability (all limits shown in thousands):



TYPE	LIMIT NOT BE LESS THAN
Commercial General Liability including Contractual Liability, Premises and Operations, Independent Contractor, Products and Completed Operations, Personal Injury and Broad Form Property Damage	\$1,000,000 per claim \$2,000,000 aggregate
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate
Automobile Liability	\$1,000,000.00 combine single limit, for bodily injury and property damage coverage per occurrence
Fidelity Bond or Crime Insurance	\$2,000,000
Worker's Compensation	Meeting all the statutory requirements of the State of Maryland and with the following minimum: Bodily Injury by Accident - \$500,000.00 each accident Bodily Injury by Disease - \$500,000.00 policy limits Bodily Injury by Disease - \$500,000.00 each employee
Cyber Insurance	\$1,000,000 per claim covering all acts, errors, omissions, negligence, infringement of intellectual property, network/cyber and privacy risks (including coverage for unauthorized access, failure of security, virus transmission, data damage/destruction/corruption, breach of privacy perils, unintentional or wrongful disclosure of information, as well as notification costs and regulatory defense). The policy shall contain affirmative coverage for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided \$10,000,000 Privacy and Network Security covering (i) the unauthorized use/access of a computer system; (ii) the defense of any regulatory action involving a breach of privacy; (iii) failure to protect confidential information (personal and commercial information) from disclosure; (iv) notification costs, whether or not required by statute; (v) network security liability; (vi) defense costs; and, (vii) privacy liability.

Proof of such insurance shall be filed by the Contractor with HOC prior to commencement of his work. The Certificate of Insurance will name HOC as an additional insured; provide Forty-Five (45) days written notice of cancellation or change and show HOC as the certificate holder, as follows:

Housing Opportunities Commission of Montgomery County, MD  
10400 Detrick Avenue  
Kensington, MD 20895

### **13. SECTION 3 / HOC WORKS POLICY:**

**All contracts and purchase orders** executed between HOC and contractors are subject to **either** Section 3 **or** HOC Works, based on the funding source of the contract. This contract is subject to Section 3 requirements.

1. **Section 3** covered contracts are those that are funded by money connected to the U.S. Department of Housing and Urban Development (HUD) (see **Exhibit A** for program details). Any questions relating to Section 3 can be directed to Mofoluso Odunuga in HOC's Compliance Office at 240-528-4855 or [Mofoluso.Odunuga@hocmc.org](mailto:Mofoluso.Odunuga@hocmc.org).

### **14. BACKGROUND CHECK**

The Contractor shall be required to comply with the HOC security procedures and the HOC Contractor Background Screening Requirements (**see Exhibit B**) and as follows:

1. At the conclusion of the Contract Award Meeting, prior to any work beginning and upon any changes the Contractor shall submit a list of its employees and employees of any Subcontractor who will be working on this project to the Contract Administrator.
2. Copies of completed background checks shall be made available to HOC upon request. Employees of the Contractor and any Subcontractor with criminal backgrounds (as described within **Exhibit B**) are prohibited from working on this or any other HOC project.
3. After work has commenced, any new employees of the Contractor or any approved Subcontractor added to the payroll must also comply with the HOC security background check requirement as stated above

### **15. HUD 2530 FORMS:**

All contracts that receive FHA or HUD funding will require the Contractor to provide an approved 2530 form upon request.

### **16. MINORITY PARTICIPATION:**

HOC is committed to providing minority/female/disabled (MFD) firms an opportunity to compete in its purchasing environment and encourages all MFD to respond to this solicitation directly or through subcontracting opportunities. HOC promotes the use of MFD in all its bid opportunities and encourages all vendors to subcontract with organizations with an MFD designation.

**17. MARYLAND LOCAL GOVERNMENTS TORTS CLAIMS ACT:**

HOC liability under any contract in connection with this work will be subject to the limitations contained in Maryland Local Government Torts Claims Act, Maryland Code, Courts and Judicial Proceedings II, §5-301 et.seq.

**18. HOC Rights:** The Commission reserves the right to:

1. Make multiple awards if it is in the best interest of the Commission;
2. Reject any or all proposals as non-complying;
2. Waive any informality (other than submission of a proposal after the deadline stated); and
3. Modify this RFP, including an extension of the deadline for submission, at any time prior to one week before the deadline.

**19. CONTRACT ADMINISTRATOR:**

The services as outlined above shall be performed at the direction of the Contract administrator. The designated contract administrator is:

Ian Williams, Chief Technology Officer  
Housing Opportunities Commission of Montgomery County, MD  
10400 Detrick Avenue  
Kensington, MD 20895  
[ian.williams@hocmc.org](mailto:ian.williams@hocmc.org)

**PROPOSAL SUBMITTAL**

Proposal of \_\_\_\_\_ (hereinafter called "Respondent") a corporation/partnership/individual licensed and insured to conduct business in the State of Maryland to the Housing Opportunities Commission of Montgomery County, Maryland (hereinafter called "HOC").

Respectfully Submitted;

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed or Printed Name)

Title: \_\_\_\_\_

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

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

Federal ID #: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

SEAL (if Proposal is by a corporation)

1. I hereby represent that my/our firm is \_\_\_ is not \_\_\_ a Minority Business Firm as is certified by \_\_\_\_\_, Certification No. \_\_\_\_\_.

2. Circle MFD Type:

- BLACK AMERICAN                      NATIVE AMERICAN                      HISPANIC AMERICAN
- HASIDIC JEWS                      FEMALE                      DISABLED PERSON                      ASIAN/PACIFIC AMERICAN

I hereby represent that my/our firm is \_\_\_ is not \_\_\_ a Section 3 Business Firm per Paragraph 40 of Form HUD 5370.

**PRICE PROPOSAL COVER PAGE**

**RFP #2203 – SOFTWARE DEVELOPMENT SERVICES**

(Must be submitted separately from the Technical portion of the proposal)

**GROUP A PRIMARY POSITIONS**

<b>Item No.</b>	<b>Service Description</b>	<b>Offeror's Comparable Title</b>	<b>Estimated Annual Quantity</b>	<b>U/M</b>	<b>Unit Price</b>	<b>Extended Price</b>
1.	Software Development Services, Project Manager*		1,000	HR	\$	\$
2.	Software Development Services, Program Director/Senior Advisor*		750	HR	\$	\$
3.	Software Development Services, Senior Analyst/Analyst II*		500	HR	\$	\$
4.	Software Development Services, Analyst I*		500	HR	\$	\$
<b>Total Proposal Price</b>						\$

\*Descriptions are provided as a point of reference and will be used for evaluation of responses.  
Price proposals will be evaluated based on the total proposal price provided in Group A above.

**PRICE PROPOSAL**

**Page 2**

(Must be submitted separately from the Technical portion of the proposal)

**GROUP B-OTHER/SECONDARY POSITIONS**

Provide other positions that may perform work for this contract. Include the comparable position title from your organization and the hourly rate for that position. Include other positions such as junior and senior programmers, architects, project managers, and software and security engineers, (maximum of 10) that may perform the specified services during the term of the contract. Additional positions may be necessary to complete projects; hourly rates for those positions will be negotiated.

No.	Position	Offeror's Comparable Position Title	Hourly Rate
1.	Software Developer I		\$
2.	Software Developer II		\$
3.	Technical Writer		\$
4.	Management Consultant I		\$
5.	Management Consultant II		\$
6.	Management Consultant III		\$
7.	Junior Programmer		\$
8.	Senior Programmer		\$
9.	Other		\$
10.	Other		\$
11.	Other		\$
12.	Other		\$
13.	Other		\$
14.	Other		\$
15.	Other		\$

**SAMPLE AGREEMENT FOR SERVICES**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the HOUSING OPPORTUNITIES COMMISSION OF MONTGOMERY COUNTY, hereinafter referred to as the "HOC" and,

**CONTRACTOR  
ADDRESS  
CITY, STATE ZIP  
PHONE**

hereinafter referred to as the "Contractor", for the services set forth herein;

WHEREAS, HOC desires to engage the Contractor to render services described in Article III,  
WHEREAS, the Contractor warrants that it is qualified and willing to perform the desired services, and

WHEREAS, the Executive Director of HOC is the duly authorized designee to act as signatory of this instrument on behalf of the HOC and is solely responsible for all contractual changes and modifications hereto.

NOW, THEREFORE, in consideration of these premises the parties hereto, intending to be legally bound covenant and agree as follows:

**ARTICLE I  
Compensation**

The parties hereto agree that the total consideration paid to the Contractor by the HOC shall be in accordance with the rate schedule attached as Exhibit 1, Not To Exceed **XXXXX DOLLARS** (\$XX,000.00). Payments will be made after the work has been completed to the satisfaction of HOC, according to the following schedule:

30 days after receipt of invoice in Accounts Payable, HOC

**ARTICLE II  
Term**

The parties hereto agree that the work encompassed in this Agreement shall be completed: as specified in Attachment I

**ARTICLE III  
Services**

The Contractor, in consideration of the fee specified herein, agrees to provide services as described in Attachment I of this contract, which is attached hereto.

ARTICLE IV  
Insurance

The Contractor shall procure and maintain in force at its own expense, during the entire period in which the work described in Article III is being performed, the following insurance:

TYPE	LIMIT NOT BE LESS THAN
Commercial General Liability including Contractual Liability, Premises and Operations, Independent Contractor, Products and Completed Operations, Personal Injury and Broad Form Property Damage	\$1,000,000 per claim \$2,000,000 aggregate
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate
Automobile Liability	\$1,000,000.00 combine single limit, for bodily injury and property damage coverage per occurrence
Fidelity Bond or Crime Insurance	\$2,000,000
Worker's Compensation	Meeting all the statutory requirements of the State of Maryland and with the following minimum: Bodily Injury by Accident - \$500,000.00 each accident Bodily Injury by Disease - \$500,000.00 policy limits Bodily Injury by Disease - \$500,000.00 each employee
Cyber Insurance	\$1,000,000 per claim covering all acts, errors, omissions, negligence, infringement of intellectual property, network/cyber and privacy risks (including coverage for unauthorized access, failure of security, virus transmission, data damage/destruction/corruption, breach of privacy perils, unintentional or wrongful disclosure of information, as well as notification costs and regulatory defense). The policy shall contain affirmative coverage for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided \$10,000,000 Privacy and Network Security covering (i) the unauthorized use/access of a computer system; (ii) the defense of any regulatory action involving a breach of privacy; (iii) failure to protect confidential information (personal and commercial information) from disclosure; (iv) notification costs, whether or not required by statute; (v) network



	security liability; (vi) defense costs; and, (vii) privacy liability.
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ARTICLE V  
Ownership of Documents

All plans, drawings, specifications, computer programs, technical reports, manuals, maps, models, photographs, data, studies, and surveys, and all other work product prepared and furnished by contractor shall become the property of HOC upon its approval in writing or upon the prior termination of the services described hereunder. The contractor shall deliver such documents to HOC and shall not have claim for further employment or additional compensation as a result of use by HOC or full exercise of its ownership rights in said materials.

Contractor agrees that any of the above cited work products are subject to the rights of HOC to use, duplicate and disclose in whole or in part in any manner for any purpose whatsoever and to permit others to do so. If the material is copyrightable, contractor may copyright subject to notice and agreement of HOC, but HOC reserves a royalty-free, non-exclusive and irreversible license to reproduce, publish, and use such materials in whole or in part and to authorize others to do so. It is understood, however, that all work products furnished by contractor pursuant to this agreement are instruments of its services in respect of this contract. Any re-use by HOC for purposes other than for this contract will be at the risk of HOC and without liability to contractor.

ARTICLE VI  
Assignment and Subcontracting

This Contractor agrees that the Contractor will not assign or transfer this contract nor any right in or claim the Contractor may have thereunder except as expressly authorized in writing by the Executive Director.

ARTICLE VII  
Termination

The performance of work under the contract may be terminated by the HOC in accordance with this clause in whole, or in part, either for the HOC's convenience or whenever in the opinion of the HOC the Contractor has defaulted in the performance of this contract in accordance with its terms or fails to make progress in the prosecution of the work thereunder or endangers such performance or has failed to cure such default within a ten (10) day period after receipt of written notification from the HOC specifying the default. If termination is for the convenience of the HOC, the Contractor shall be entitled to an equitable adjustment of the compensation stated in Article I.

ARTICLE VIII  
Indemnification of the HOC

It is agreed that the Contractor shall be responsible for any loss, personal injury, death, damage to property and/or any other damage that may be done or suffered by any party by reason of the Contractor's negligence or failure to perform any of the obligations which this Agreement obligates contractor to perform; and the Contractor hereby agrees to indemnify and save the HOC harmless from any loss, cost, damage and other expense suffered or incurred by the HOC by reasons of the

Contractor's negligence or failure to perform any of the said obligations. The Contractor agrees to defend the HOC in any action or suit brought against the HOC by reason of the Contractor's negligence or failure to perform any of the said obligations.

ARTICLE IX  
Independent Consultant Status

The parties to this contract agree that the contractor is a professional person and that the relationship created by this contract is that of employer-independent contractor. The contractor is not an employee of HOC, and is not entitled to the benefits provided by HOC to its employees, including, but not limited to, a group insurance, leave and pension plan. Further, the contractor shall perform this contract as an independent contractor and shall not be considered an agent of HOC or shall any of the employees or agents of the contractor be considered sub-agents of the HOC.

ARTICLE X  
Licenses and Responsibilities

The Contractor shall, without additional expenses to the HOC, be responsible for obtaining any necessary licenses and permits, if any are required, in connection with the performance of services specified herein. The Contractor shall be responsible for all damage to persons or property that occurs or is a result of their fault or negligence. The Contractor shall take proper safety and health precautions to protect the HOC, the public, and the property of others, including the securing of liability insurance policies as set out above. The Contractor shall also be responsible for all services performed until completion of the contract.

ARTICLE XI  
Compliance with Non-Discrimination Laws

The Contractor shall comply with all Federal, State, and County law requiring non-discrimination in practices of providing services and employment.

ARTICLE XII  
Entire Agreement

The contract constitutes the entire agreement between the parties and there are not other collateral contracts or agreements of any kind between the parties.

ARTICLE XIII  
Conflicts of Interest

No member, officer, or employee of HOC, no member of a governing body from the locality in which the project is situated, no member of a governing body from the locality in which HOC was activated and no other public official of such a locality shall exercise any function or responsibilities with respect to the work described in Article III during his or her tenure, or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

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

\_\_\_\_\_  
Contractor (Please sign)

HOUSING OPPORTUNITIES COMMISSION  
OF MONTGOMERY COUNTY

By: \_\_\_\_\_  
(Please print name and title)

By: \_\_\_\_\_  
Stacy L. Spann  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **SAMPLE GENERAL CONDITIONS OF CONTRACT BETWEEN H.O.C. & CONTRACTOR**

- 1. PERFORMANCE.** The Contractor shall perform all work in a workmanlike manner and the Contractor shall observe and comply with all Federal, State, County and local laws, ordinances and regulations in performing the services listed. Goods and materials provided herein shall be of first quality, latest model and of current manufacture and not of such age or so deteriorated as to impair their usefulness or safety.
- 2. CONTRACT ADMINISTRATION.** The contract administrator is H.O.C.'s representative designated in writing. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the Contract, effect procurement, interpret ambiguities in Contract language, or waive H.O.C.'s contractual rights.
- 3. CHANGES.** Changes in the work, materials and services to be performed must be in writing and within the general scope of the Contract. The Contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim about an adjustment in time or money due to a change must be given in writing to the contract administrator within thirty (30) days from the date of the change or the claim will be deemed waived. Any failure to agree upon the time or money adjustment must be resolved under the "Disputes" clause of this Contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.
- 4. INDEPENDENT CONTRACTOR.** The Contractor is an independent Contractor. The Contractor and the Contractor's employees or agents are not agents of the H.O.C.
- 5. ACCURATE INFORMATION, ACCOUNTING SYSTEM AND AUDIT.** All information the Contractor has provided to H.O.C. is true and correct and can be relied upon by H.O.C. in awarding, modifying, making payments, or taking any other action with respect to this Contract. Any false or misleading information is a ground for H.O.C. to terminate this Contract for cause and to pursue any other appropriate remedy.

H.O.C. may examine the Contractor's records to determine and verify compliance with the Contract. The Contractor must grant H.O.C. access to these records at all reasonable times during the Contract term and for three (3) years after final payment. If the Contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records.
- 6. DISPUTES.** Pending final resolution of any dispute, the Contractor must proceed diligently with Contract performance. The Executive Director is the designee of H.O.C., for the purpose of dispute resolution. A claim must be made in writing, for a sum certain, and any money requested must be fully supported by all cost and pricing information.
- 7. DOCUMENTS, MATERIALS AND DATA.** All documents, materials or data developed as a result of this contract are H.O.C.'s property. H.O.C. has the right to use and reproduce any

documents, materials, and data, including confidential information, used in or developed as a result of this Contract. H.O.C. may use this information for its own purposes, or use it for reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed by the Contractor or supplied to H.O.C.

**8. ASSIGNMENTS AND SUBCONTRACTS.** The Contractor may not assign or transfer this Contract, any interest herein or any claim hereunder, except as expressly authorized in writing by H.O.C.

**9. APPLICABLE LAWS.** This Contract shall be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Contractor must, without additional cost to H.O.C., pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations.

**10. INSURANCE.** Prior to the commencement of work under this Contract, the Contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified by H.O.C. with an insurance company licensed or qualified to do business in the State of Maryland. The Contractor must submit to H.O.C. a certificate of insurance prior to award of this Contract as evidence of compliance with this provision. H.O.C. must be named as an additional insured on all liability policies. Forty-five (45) days written notice to H.O.C. of cancellation or material change in any of the policies is required.

**11. NOTICE OF ETHICS REQUIREMENTS.** The Contractor is required to comply with the ethics provisions contained in Chapter 19A of the Montgomery County Code.

**12. INDEMNIFICATION.** The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save H.O.C. harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. The Contractor must defend H.O.C. in any action or suit brought against H.O.C. arising out of the Contractor's negligence, errors, acts or omissions under this Contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor.

**13. TIME.** Time is of the essence.

**14. IMMIGRATION REFORM AND CONTROL ACT.** The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit or refer for a fee for employment under this Contract or any subcontract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for

employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**15. HAZARDOUS AND TOXIC SUBSTANCES.** Manufacturers and distributors are required by the federal "Hazard Communication Standard" (29 CFR 1910, 1200) and the Maryland "Access to Information About Hazardous and Toxic Substances" Law to label each hazardous material or chemical container, and to provide Material Safety Data Sheets.

**16. NONDISCRIMINATION IN EMPLOYMENT.** The Contractor agrees to comply with the nondiscrimination in employment policies in H.O.C. contracts as required by all applicable local, state and federal laws and regulations regarding employment discrimination. The Contractor assures H.O.C. that, in accordance with applicable law, it does not, and will not discriminate in any manner on the basis of age, sex, color, creed, national origin, race, marital status, religious belief, sexual preference or handicap.

The Contractor must include the provisions of this section in all subcontracts.

**17. TERMINATION FOR CAUSE.** H.O.C. may terminate the Contract in whole or in part and from time to time, whenever H.O.C. determines that the Contractor is:

- a. defaulting in performance of this Contract;
- b. failing to make satisfactory progress in the prosecution of the Contract; or
- c. endangering the performance of this Contract.

Prior to a termination for cause, H.O.C. will give the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to H.O.C. curing the default.

**18. TERMINATION FOR CONVENIENCE.** This Contract may be terminated by H.O.C. in whole or in part, upon written notice to the Contractor, when H.O.C. determines this to be in its best interest. The termination shall be effective ten (10) days after the notice is issued.

**19. ENTIRE AGREEMENT.** There are no promises, terms, conditions, or obligations other than those contained in this contract and this contract supersedes all communications, representations, or agreements, either verbal or written.