

**REQUEST FOR PROPOSALS (RFP) NO. P-10-24  
CAPITAL/PHYSICAL NEEDS AND ENERGY AUDIT ASSESSMENT  
FOR FISCAL YEARS 2024-2029**

**ATTACHMENT M**

**U.S. Department of Housing and Urban Development**

**FORM OF CONTRACT**

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **Alexandria Redevelopment & Housing Authority**, herein called "Owner", acting herein through its Contracting Officer, and \_\_\_\_\_, hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the services described as follows:

**"CAPITAL/PHYSICAL NEEDS AND ENERGY AUDIT ASSESSMENT FOR FISCAL YEARS  
2024-2029"**

hereinafter called the "Project", for the sum of: \_\_\_\_\_

**Dollars ( \_\_\_\_\_ )** under the terms as stated in the General Conditions of the Contract for Non-Construction; and at his (its or their) own cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Form of Proposal, the Form of Contract, and the General Conditions of the Contract for Non-Construction and any other printed or written explanatory matter thereof. In the case of a dispute, the precedence shall be as follows: this Form of Contract including the General Conditions of the Contract for Non-Construction and all the other RFP Attachments, Specifications and Scope of Work, and the Contractor's response to RFP No: P-10-24.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the Scope of Work within 365 consecutive calendar days thereafter. The Contractor is required to provide Insurance and Fidelity Bond within 10 days after the award of the contract. The services provided under the contract are to be scheduled regularly.

The OWNER agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract for Non-Construction, and to make payments on account thereof as provided in Paragraph 27 of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in One (1) counterpart, which shall be deemed an original, in the year and day first above mentioned.

Procedures regarding Contractor performance issues: If the Contractor is in material breach of the contract, the ARHA may promptly invoke the termination clause.

**§200.326 Contract provisions:** Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the ARHA, and the Contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this contract will include the following clauses, whether actually inserted or by reference.

Form of Contract Document – Page 1 of 2

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**Remedies for Contractor Breach:** Regarding contract-related issues it is the responsibility of both the ARHA and the Contractor to communicate with each other clearly and thoroughly. Each party is responsible for communicating dissatisfaction with any issues surrounding the contract. Dissatisfaction by either party should be communicated in writing, fully detailing the issue and the requested corrective action. Within 10 (10) days, the party receiving the written notice of dissatisfaction shall respond in writing to the other party. However, if ARHA is the dissatisfied party, it may request the Contractor to respond in less than 10 (10) days.

**Compliance with the Copeland “Anti-Kickback” Act** (40 U.S.C. 3145 as supplemented in Department of Labor regulations (29 CFR part 3).

**Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act** (40 U.S.C 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5).

**Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.

**Reporting:** Both parties agree to comply with any reporting requirements that may be detailed herein.

By executing this contract, the Contractor acknowledges that he/she is the duly authorized representative to sign on behalf of the Corporation for all legal purposes as allowed by law.

Alexandria Redevelopment and Housing Authority  
(Owner)

\_\_\_\_\_  
(Witness) By Rickie Maddox, Interim CEO

\_\_\_\_\_  
(Contractor's Name)

By \_\_\_\_\_  
(Signature)

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

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

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SAMPLE