

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
DEPARTMENT OF GENERAL SERVICES**



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**Insert Date**

**By Electronic Mail**

[Name and Address of the Vendor] [EMAIL  
OF VENDOR]

**Reference: Request for Qualifications (“RFQ”) No. DCAM-20-CS-RFQ-0001  
On-Call Construction, Repair and Replacement (CRR) Services**

**Subject: Notice to Proceed and Letter Contract**

Dear Mr. [NAME].

We refer to the offer submitted by VENDOR (the “Contractor”) in response to the above referenced RFQ. We are pleased to inform you that this project has been awarded to VENDOR and if this letter contract is signed by VENDOR without modification of any kind, it will serve as a notice to proceed for the work described below. This notice to proceed is subject to the following terms:

1. Letter Contract. This is a Letter Contract between VENDOR, and the District of Columbia Government, acting by and through its Department of General Services (“DGS” or the “Department”), and shall govern our relationship until such time as a final contract is entered into for the work described in the above referenced solicitation (the “Definitized Contract”); provided, however, that to the extent an issue is not covered in this Letter Contract, the Request for Qualifications shall govern. Once the Definitized Contract is signed, this letter contract shall automatically terminate and merge into the Definitized Contract.
2. Scope of Work. The VENDOR shall provide on-call construction, repair and replacement services as needed at various District of Columbia public schools, parks and recreation facilities, and certain other municipal facilities, pursuant to individually competed Task Order Agreements.
3. Not to Exceed Amount. The limit of this authorization is [AMOUNT]. In no event shall VENDOR be entitled to receive more than this amount under this Letter Contract. This not-to-exceed amount includes all costs incurred by [VENDOR] in connection with the work authorized hereby.
4. Insurance. Insurance Requirements are obtained from the DC Office of Risk Management (“ORM”) on a per project basis and incorporated project specific Insurance Requirement in each RFTOP and awarded Task Order Agreement.

5. Duration. This Letter Contract shall become effective on the date this Letter Contract has been executed by the District. This letter contract will terminate on the earlier to occur of the following: (i) the date the Definitized Contract becomes effective; or (ii) (*Insert Date*). DGS reserves the right to terminate this letter contract, in whole or specified part, for convenience in the manner described in the Standard Contract provisions issued with the Request for Qualifications.

6. Use of Department's Electronic Project Management Information System (PMIS). Awarded Contractor shall utilize the Department's PMIS to create, manage and/or submit any and all documentation required to be provided by the vendor during the course of the Project, including, but not limited to: (i) requests for information; (ii) submittals; (iii) potential change orders; (iv) meeting minutes; (v) pencil copy invoices; (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department.

7. Billing. All invoices shall be submitted directly to the Department at the address specified in the RFQ. Purchase Order numbers should be included in all future invoices and accounting records. Properly prepared invoices with the necessary backup shall be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Quick Payment Act

8. Task Order Agreements/Purchase Orders. The Department's contracting group will issue individual Task Order Agreements and Purchase Orders prior to any work being assigned against this agreement.

9. Ownership and Use of Documents. All documents and work product prepared by VENDOR shall become the property of the Department upon the payment of invoices submitted under the Letter Contract.

10. Entire Agreement; Modification. This Letter Contract, along with the Standard Contract Provisions, (**Exhibit A – Architectural & Engineering Services and Exhibit B – Construction Contracts**) supersede all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to this Letter Contract shall be effective against the Department and unless made in writing signed by the Department. Notwithstanding the provisions of this Section 10, nothing herein shall limit the Department's ability to unilaterally modify this Letter Contract.

**ISSUED BY:**

**By:** \_\_\_\_\_  
**Name:** Franklin Austin, CPPB, CPM  
**Title:** Contracting Officer  
**Date:** \_\_\_\_\_

**ACCEPTED BY:**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Exhibit A**

**Standard Contract Provisions for Architectural & Engineering Services**

**Exhibit B**  
**Standard Contract Provisions for Construction Contracts**