**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**Department of General Services**





DATE

**By Electronic Mail**

[Name and Address of the Vendor]

[EMAIL OF VENDOR]

**Reference: Request for Proposals No. DCAM-22-AE-RFP-0004 (“RFP”) -** **Architectural and Engineering Services for Modernization of Crummell Community Center (“Project”)**

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

Dear [NAME].

We refer to the offer submitted by [Insert Name] (“Architect” “A/E” or the “Contractor”) in response to the above referenced RFP. We are pleased to inform you that this Project has been awarded to VENDOR, and if this letter contract (“Letter Contract”) is signed by the A/E without modification of any kind, it will serve as a notice to proceed for the work described below. This Notice to Proceed (“NTP”) is subject to the following terms:

1. **Letter Contract.** This is a Letter Contract between the A/E 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 RFP (the “Definitized Contract”); provided, however, that to the extent an issue is not covered in this Letter Contract, the RFP 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 A/E is hereby authorized to complete the concept and schematic design (Title I Services) as described in the RFP and all professional services, materials, tools, supplies, and equipment necessary to advance the design and obtain the necessary permits for the Project.

3. **Deliverables.** In connection with the services provided pursuant to this Letter Contract, the A/E shall provide, at a minimum, the deliverables in accordance with the requirements in the RFP and Form of Contract to the Department’s Program Manager and in the referenced instances to the Contracting Officer.

In the event that the A/E fails to timely submit any such deliverable, the A/E shall pay to the Department as liquidated damages ($5000) dollars plus ($500) per day after receiving written notice from either the COTR or the Contracting Officer of failure to submit each deliverable. This remedy is cumulative and does not limit any other right or remedy of the Department under the contract or applicable District law.

4. **Not to Exceed Amount.** The limit of this authorization is [AMOUNT]. In no event shall the A/E be entitled to receive more than this amount under this Letter Contract. This not-to-exceed amount includes all costs incurred by the A/E in connection with the work authorized hereby. In no event shall the A/E be entitled to receive more than the Not-To-Exceed Amount under this Letter Contract unless authorized in advance and in writing by a duly authorized Contracting Officer.

5. **Insurance.** At all times while working under this Letter Contract, the A/E shall maintain insurance as described in the RFP. All such policies shall be endorsed to add the District of Columbia, including, but not limited to, its Department of General Services, and the respective agents, employees and offices of each as additional insureds.

6. **Duration.** Once signed by the A/E, the Letter Contract will become effective on the date the Letter Contract is executed by the Department. This Letter Contract will terminate on the earlier to occur of the following: (i) the date the Definitized Contract becomes effective; or (ii [DATE]. DGS reserves the right to terminate this Letter Contract, in whole or specified part, for convenience in the manner described in the District of Columbia Department of General Services Standard Contract Provisions General Provisions for Architectural and Engineering Services Contracts, attached as **Exhibit A**.

7. **ProjectTeams.** The A/E shall utilize the Department’s project management software (“ProjectTeam”) system to submit any and all documentation required to be provided by the A/E for the Project, including, but not limited to: (i) requests for information; (ii) submittals; (iii) meeting minutes; (iv) invoices/applications for payment (full package including all forms required by DGS); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punchlist; and (viii) other documents as may be designated by the Department. The A/E also shall require all subcontractors and subconsultants to utilize ProjectTeam for the Project Execution.

8. **Purchase Order Number.** This Letter Contract will become effective on the date the Letter Contract is executed by the Department. The Department’s Contracting & Procurement Division will issue a purchase order number within five (5) business days. The purchase order will be sent in a separate cover. That number should be included in all future invoices and accounting records. In the event that you do not obtain a purchase order number please contact NAME via [EMAIL] directly to obtain this number.

9. **Invoice Submittal.**  The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, [https://vendorportal.dc.gov](https://vendorportal.dc.gov/). The Contractor shall submit proper invoices on a monthly basis. To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor’s profile. 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. For assistance with the registration process call (202) 741-5200 or visit [http://vendorportal.dc.gov](http://vendorportal.dc.gov/) to submit an inquiry.

10. **Ownership and Use of Documents.** All documents and work product prepared by the A/E shall become the property of the Department upon the payment of invoices submitted under the Letter Contract.

11. **Service Contract Act.** The A/E agrees that the work performed under this Letter Contract shall be subject to the Service Contract Act as set forth in **(Exhibit E)** in effect at the time of the Letter Contract execution by the Department.

12. **Living Wage Act.** The Contractor agrees that the work performed under this Letter Contract shall be subject to the Living Wage Act in effect at the time of the Letter Contract execution by the Department. As such, the Contractor and its subcontractors shall comply with the wage reporting requirements imposed by the act as set forth in **(Exhibit C).**

13. **A/E Key Personnel.** The following individuals shall be considered key personnel: the Design Principal; (ii) the Project Architect; (iii) the Project Designer; (iv) the MEP Engineer; and (v) the Structural Engineer as identified in (**Exhibit D)**. **The A/E shall not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement, in writing and by an authorized Contracting Officer (“CO”).** The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel, the A/E shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract.

The A/E will not be permitted to reassign any of the key personnel unless the Department approves the proposed reassignment and the proposed replacement. In the event that any of the key personnel become unavailable to work on this Project for reasons beyond the control of the A/E or its principal consultants (due to death or disability), the A/E shall propose a substitute for any such individual and obtain the Department’s consent to such substitute.

All members of the A/E’s Key Personnel in (**Exhibit D)** shall be subject to a replacement disincentive fees for their removal or reassignment by the A/E except in circumstances arising from reasons beyond the A/E’s control (due to death or disability). In each instance where the A/E removes or reassigns one of the key personnel as being subject to such disincentive payment (but excluding instances where such personnel become unavailable due to death or disability) without the prior written consent of the Department’s Designated Representative, the A/E shall owe to the Department the sum of Twenty Five Thousand dollars ($25,000) as a disincentive payment, to reimburse the Department for its administrative costs arising from the A/E’s failure to provide the Key Personnel and remittance of replacement disincentive fees may be effected via deductions from payments owed to the A/E. The foregoing disincentive payment amount shall not bar recovery of any other damages, costs or expenses other than the Department’s internal administrative costs. In addition, the Department shall have the right, to be exercised in its sole discretion, to remove, replace or to reduce the scope of services of the A/E in the event that a member of the Key Personnel has been removed or replaced by the A/E without the consent of the Department. In the event the Department exercises the right to remove, replace or to reduce the scope of services of the A/E, the Department shall have the right to enforce the terms of this Agreement and to keep-in-place those members of the A/E’s team not removed or replaced, and the remaining members shall complete the services required under this Agreement in conjunction with the new members of the A/E’s team approved by the Department.

14. **Entire Agreement; Modification.** This Letter Contract, along with the Standard Contract Provisions **(Exhibit A – Architectural and Engineering Services 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: ACCEPTED BY:**

**By:**  **By:**

**Name:** Ahmad Stanekzai **Name:**

**Title:** Contracting Officer **Title:**

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