

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



**REQUEST FOR PROPOSALS
DCAM-19-CS-RFP-0059**

ATTACHMENT M

[DATE]

Sent via email to [\[Email\]](#)

[Name and Address of the Vendor]

[ADDRESS OF VENDOR]

Reference: Request For Proposal – Construction Management At-Risk for Eaton Elementary School

Solicitation No. DCAM-19-CS-RFP-0059

Subject: Notice to Proceed and Letter Contract

[ADDRESSEE NAME]:

We refer to the proposal submitted by [CONTRACTOR], (“[NAME]” or the “Contractor”) in response to the above referenced solicitation. We are pleased to inform you that this work has been awarded to [CONTRACTOR], and if this letter is countersigned by [CONTRACTOR] 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 CONTRACTOR 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 Proposal shall govern. Once the Definitized Contract is signed, this letter contract shall automatically terminate and merge into the Definitized Contract.

2. Scope of Work. [CONTRACTOR] shall provide preconstruction services for Eaton Elementary School located at 3301 Lowell Street, NW, Washington, DC 20008 as described in the Contractor's Proposal dated [DATE] submitted in response to the subject Request for Proposal.

3. Deliverables. In connection with the services provided pursuant to this Letter Contract, the Contractor shall provide, at a minimum, all 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 Contractor fails to timely submit any such deliverable, the Contractor shall pay to the Department as liquidated damages One Thousand Five Hundred Dollars (\$1,500) 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 Letter Contract or applicable District law.

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

5. Insurance. At all times while working under this Letter Contract, the Contractor shall maintain the 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. 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) [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 Construction Contracts.

7. Billing. All invoices shall be submitted directly to the Department at the address specified in the RFP. 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. Purchase Orders. The Department's Contracting & Procurement Division will issue a purchase order number within five (5) business days of the date this Letter Contract is effective. 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. Prolog. The Contractor shall utilize the Department's Prolog system to submit any and all documentation required to be provided by the Contractor 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 Contractor also shall require all subcontractors and subconsultants to utilize prolog for the Project.

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

11. Trade Work/Site Control. Unless otherwise directed by the Department, the Contractor shall not perform any trade work or take control of the site. Any authorization to proceed with trade work will include appropriate provisions relating to compliance documents (first source employment agreement, Department of Small and Local Business Development (DSLBD)), bonds, insurance, and safety procedures. At a minimum, however, the Department's Standard Contract Provisions for Construction shall apply and in addition to the requirements set forth in any such subsequent authorization, prior to commencing any construction activity, the Contractor shall provide the Department's Contracting Officer with certificates evidencing insurance and a payment and performance bond having a penal value equal to the then value of the Letter Contract. In the event the Contractor fails to provide the Department with such certificates of insurance, the agreement for indemnity or bond, the Department may withhold any subsequent payment until such documents are provided.

12. Entire Agreement; Modification. This Letter Contract, along with the Standard Contract Provisions (Exhibit A – Construction) 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 12, nothing herein shall limit the Department's ability to unilaterally modify this Letter Contract for administrative purposes.

Assuming the foregoing terms are acceptable, please sign below to indicate your acceptance. Should you have any questions, please feel free to contact James Marshall (202) 528-3874.

ISSUED BY:

By: _____
Name: _____
Title: _____
Date: _____

ACCEPTED BY:

By: _____
Name: _____
Title: _____
Date: _____