

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Contracts & Procurement Division

Sent electronically to: [XXXXX](#)

XXX XX, 2024

XXXX

Title

Vendor's Name

Vendor's Address

Washington, DC XXXXX

Subject: *Notice to Proceed and Letter Contract*

Reference: Request for Proposals ("RFP") No. DCAM-24-CS-RFP-0014 Design-Build Services for Langdon Park Community Center

Dear XXX:

We refer to the proposal submitted by XXXXX (the "Design-Builder" or "Contractor") in response to the above referenced RFP. We are pleased to inform you that this work has been awarded to XXXXX, and if this Letter Contract is signed by the 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:

- Letter Contract.** This is a Letter Contract between the Contractor and the District of Columbia Government, acting by and through its Department of General Services ("DGS" or the "Department"), and shall govern the parties 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 Request for Proposal shall govern. *Once an authorized Contracting Officer executes the Definitized Contract, this Letter Contract shall be incorporated into and merge into the Definitized Contract.*
- Scope of Work.** The Contractor shall provide Design-Build Services for Langdon Community Center, located at 2901 20th St NE, Washington, DC 20018 (the "Project"), as described in the Contractor's Proposal dated XXX XX, 2024, submitted in response to the subject RFP and Schedule of Values attached to this Letter Contract as (**Exhibit A**).
- Deliverables.** In connection with the services provided pursuant to this Letter Contract, the Contractor shall provide, at a minimum, the deliverables in accordance with the requirements in the RFP, Schedule of Values attached to this Letter Contract as (**Exhibit A**) and Form of Contract in connection to the authorized work 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 a disincentive fee Seven Hundred and Fifty Dollars (\$750) per day after receiving written notice

from 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 Not-to-Exceed (“NTE”) amount of this Letter Contract is \$950,000.00. In no event shall the Contractor be entitled to receive more than the NTE amount under this Letter Contract unless authorized in advance and in writing by a duly authorized Contracting Officer. This NTE amount includes all costs incurred by the Contractor in connection with the work authorized hereby.

5. Key Personnel. Key personnel for the construction phase shall include, at a minimum, (i) the Project Manager; (ii) the Superintendent; (iii) the Project Executive; and (iv) QA/QC Manager. The Key Personnel of the Architect shall include: (i) Project Manager; (ii) Project Architect; (iii) Principal in Charge; (iv) Lead Mechanical Engineer; (v) Lead Electrical Consultant; (vi) Lead Civil Engineer; (vii) Lead Structural Engineer; and (viii) Lead Envelope Consultant. The Contractor will not be permitted to reassign any of the Key Personnel unless the Department approves the proposed reassignment and the proposed replacement.

If the Contractor removes or reassigns one of the Key Personnel (excluding, however, instances where such personnel become unavailable due to death, disability, or separation from the employment of the Contractor or any affiliate of the Contractor) without the prior written consent of the Department's Contracting Officer, the Contractor shall pay to the Department the sum of \$25,000 for each replacement as a replacement fee and not as a penalty, to reimburse the Department for its administrative costs arising from the Contractor failure to provide the Key Personnel. The foregoing replacement fee 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 Contractor in the event that a member of the key personnel has been removed or replaced by the Contractor 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 Contractor, the Department shall have the right to enforce the terms of the Agreement and to keep-in-place those members of the Design-Builder's team not removed or replaced and the remaining members shall complete the services required under the Agreement in conjunction with the new members of the Contractor's team approved by the Department.

6. Insurance. At all times while working under this Letter Contract, the Contractor 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.

7. Duration. Once signed by the Contractor, 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) *[Insert Date]*. DGS reserves the right to terminate this Letter Contract, in whole or specified part, for convenience in the manner described in Article 5 of the District of Columbia Department of General Services Standard Contract Provisions General Provisions for Construction Contracts.

8. 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.

9. Use of DGS' ProjectTeam. The Contractor shall utilize the Department's ProjectTeam system to submit any and all documentation required to be provided by the Contractor for the Project, including or other web-based document management system to submit any and all documentation required to be provided by the Contractor, 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 the Department); (v) certified payrolls (in addition to upload via LCP Tracker); (vi) drawings and specifications; (vii) punch list; and (viii) other documents as may be designated by the Department.

Electronic storage and transmission of information via ProjectTeam system shall be compliant with the DGS document security requirements.

10. Invoice Submittal. The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, <https://vendorportal.dc.gov>. The Contractor shall submit proper invoices on a monthly basis. To constitute the required documentation for the invoice per Article 8 of the Standard Contract Provisions, 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.

11. Purchase Order Number. This Letter Contract will become effective on the date the Letter Contract is executed by the Department. The Department's Contracts & Procurement Division will issue a purchase order number and 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 the Contracting Officer ("CO"), Obaidullah Ranjbar at obaidullah.ranjbar@dc.gov directly to obtain this number.

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

13. 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, a payment and performance bond having a penal value equal to the then value of the Letter Contract and the Contractor's agreement of indemnity.

14. Entire Agreement; Modification. This Letter Contract, along with the Standard Contract Provisions (**Exhibit B**) 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 14, nothing herein shall limit the Department's ability to unilaterally modify this Letter Contract.

15. Davis Bacon Act Wage Determination And 29 CFR 5.5 Davis Bacon Provision. The Contractor agrees that the work performed under this Letter Contract shall be subject to the Davis Bacon Wage Determination And 29 CFR 5.5 Davis Bacon Provision as set forth in (**Exhibit C1 and C2**) in effect at the time of Letter Contract execution by the Department.

16. Living Wage Act. The Contractor agrees that the work performed under this Letter Contract shall be subject to the 2024 Living Wage Act in effect at the time of 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 D**).

17. Campaign Finance Reform Act. The Contractor agrees to comply with the Campaign Finance Reform Act certification required pursuant to D.C. Official Code § 1-1161.01 and will satisfy all self-certification requirements, as applicable (**Exhibit E**).

ISSUED BY:

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

ACCEPTED BY:

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

Draft