

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



DATE

By Electronic Mail to [Insert email address]

Name

Title

Company

Address

City, State, Zip code

Subject: *Notice to Proceed and Letter Contract*

Reference: **Request for Proposals No. DCAM-23-AE-RFP-0001 (“RFP”)** – Architectural and Engineering (“A/E”) Services for Randall Recreation Center (“Project”) located at South Capitol & I Streets, SW, Washington, DC 20024

Dear M_. [INSERT NAME].

We refer to the offer submitted by _____ (the “A/E” or “Contractor”) in response to the above-referenced RFP. We are pleased to inform you that this Project has been awarded to _____ (the “Architect” or “A/E”) 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 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 by the Department, this Letter Contract shall automatically terminate and merge into the Definitized Contract.

2. Scope of Work. The A/E is authorized to provide 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 a disincentive fee of (\$1000) dollars plus (\$250) 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 \$950,000.00. 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) INSERT 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 Provisions for Architectural and Engineering Services Contracts attached as **(Exhibit A)**.

7. Use of Project Team. The A/E shall utilize the Department's Project Management Software (Project Team) 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 prolog for the Project.

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.

9. 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.

10. Entire Agreement; Modification. This Letter Contract, along with the Standard Contract Provisions for Architectural & Engineering Contracts (**Exhibit A**), 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.

11. Service Contract Act. The A/E agrees that the work it performs under the Letter Contract shall be subject to the Service Contract Act Wage Determination in effect on the date the Letter Contract is executed by the Department; however, the current wages are incorporated as (**Exhibit D**). Service Contract Wage Schedules are available at www.wdol.gov.

12. Living Wage Act. The A/E shall comply with all applicable provisions of the Living Wage Act of 2006, (**Exhibit E**), as amended (codified at D.C. Official Code §§ 2-220.01 et seq.) and its implementing regulations.

13. A/E Key Personnel. In its proposal, each Offeror will be required to identify its key personnel. Key personnel shall include, at a minimum, the following individuals: (i) the Design Principal; (ii) the Project A/E; (iii) the Project Designer; (iv) the lead MEP engineers; (v) the lead structural engineer, (vi) the lead Civil engineers, (vii) the lead Landscape architect and (viii) the pool consultant. **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.** The key personnel specified in the contract are considered to be essential to the work being performed. Prior to diverting any of the specified key personnel for any reason, the A/E shall notify the Contracting Officer ("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 shall obtain written approval of the CO for any proposed substitution of key personnel.

14. Entire Agreement; Modification. This Letter Contract, along with the Standard Contract Provisions for Architectural & Engineering Contracts, (**Exhibit A**) 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.

15. Order of Precedence. The following documents are incorporated into this award in the following order of precedence:

- a. This notice to proceed and letter contract.
- b. The District of Columbia Department of General Services Standard Contract Provisions for Architectural & Engineering Contracts (Exhibit A).

- c. Service Contract Act (Exhibit D)
- d. 2022 Living Wage Act (Exhibit E)
- e. A/E's proposal (Exhibit B).
- f. Schedule of Value (Exhibit C).
- g. A/E Key Personnel (Exhibit F).

Assuming the foregoing terms are acceptable, please sign below to indicate your acceptance. Should you have any questions, please feel free to contact the Contracting Officer at Rafi.Rafiq@dc.gov.

ISSUED BY:
DEPARTMENT OF GENERAL SERVICES

SIGNED BY:

By: _____
Name: Obaidullah Ranjbar
Title: Contracting Officer
Date: _____

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

FORM OF LETTER CONTRACT