

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

Reference: Request for Proposals No. DCAM-23-CS-RFP-0002 (“RFP”) – Design-Build Services for Southwest Town Center

Subject: Notice to Proceed and Letter Contract

Dear M_. [INSERT NAME].

We refer to the offer submitted by _____ (the “Design-Builder” or “DB”) in response to the above referenced RFP. We are pleased to inform you that this Project has been awarded to _____ and if this letter contract (“Letter Contract”) is signed by the DB 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 DB, 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 DB 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 DB 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 DB fails to timely submit any such deliverable, the DB shall pay to the Department a disincentive fee of (\$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 \$990,000.00. In no event shall the DB be entitled to receive more than this amount under this Letter Contract. This not-to-exceed amount includes all costs incurred by the DB in connection with the work authorized hereby. In no event shall the DB 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 DB 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 DB, 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 Services Standard Contract Provisions General Provisions for Architectural and Engineering Services Contracts dated October 2018, attached as Exhibit E.

7. ProjectTeam. The DB shall utilize the Department's ProjectTeam system to submit any and all documentation required to be provided by the DB 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 DB 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. In the event that you do not obtain a purchase order number please contact Obi Ranjbar via Obaidullah.ranjbar@dc.gov directly to obtain this number.

9. Ownership and Use of Documents. All documents and work product prepared by the DB 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 D – Architectural and Engineering Services and Exhibit E – 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.

11. Order of Precedence. The following documents are incorporated into this NTP Letter of Contract in the following order of precedence:

1. RFP No. DCAM-23-CS-RFP-0002 (by reference)
 - a. Exhibit A SOW
2. The Design-Builder’s proposal (Exhibit B)
3. Davis Bacon Act Wage Determination (Exhibit C)
4. The District of Columbia Department of General Services Standard Contract Provisions for A&E (Exhibit D)
5. The District of Columbia Department of General Services Standard Contract Provisions for Construction Contracts (Exhibit E)
6. Service Contract Act (Exhibit F)
7. SBE Subcontracting Plan (Exhibit G)
8. First Source Agreement (Exhibit H).

ISSUED BY:
DEPARTMENT OF GENERAL SERVICES

SIGNED BY:

By: _____
Name: Eric Njonjo
Title: Contracting Officer
Date: _____

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