

Attachment C

Attachment N – Form of Notice to Proceed and Letter Contract

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Insert Date

By Electronic Mail to Insert email address

Name

Title

Company

Address

City, State zip code

Reference: Request for Proposals DCAM-18-AE-0124
A/E Services Modernization Eaton Elementary School
Letter Contract and Notice to Proceed

Dear Insert Name:

We refer to the proposal submitted by Insert Company (“Architect” “A/E” or the “Contractor”) in response to the above referenced solicitation. We are pleased to inform you that this work has been awarded to Insert A/E and if this letter contract is signed by Insert 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 Insert Company 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 “Definitive Contract”); provided, however, that to the extent an issue is not covered in this Letter Contract, the Form of Contract issued as part of the above-referenced Request for Proposals (the “Form of Contract”) shall govern. Once the Definitive Contract is signed, this letter contract shall automatically terminate and merge into the Definitive Contract.
2. **Scope of Work.** Insert A/E is hereby authorized to proceed with completion of the Concept and Schematic Design, providing all professional service, materials, tools, supplies and equipment required for such tasks.
3. **Not to Exceed Amount.** The limit of this authorization is Insert Amount. In no event shall the A/E be entitled to receive more than this amount under this Letter Contract unless authorized in advance and in writing by a duly authorized contracting officer of the Department. This Not-to-Exceed Amount includes all costs incurred by Perkins in connection with the work authorized hereby.

4. **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. The Contractor shall provide the Department's Contracting Officer with certificates evidencing insurance no later than Insert Date. In the event the Contractor fails to provide the Department with such certificates of insurance, the Department may withhold any subsequent payment until such documents are provided.
5. **Duration.** 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 Definitive 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 (Architect & Engineering Services Contract) dated October 2018 (Attachment A).
6. **Billing.** All invoices shall be submitted directly to the Department at the address specified in the RFP. Properly prepared invoices with the necessary backup will be paid within thirty (30) days of receipt. Invoices not paid by that date shall bear interest in accordance with the Quick Payment Act.
7. **Purchase Order Number.** This letter contract will become effective on the date the letter contract is executed by the Department. The Department's contracting group 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 James Marshall (via james.marshall@dc.gov) directly to obtain this number.
8. **Ownership and Use of Documents.** All documents and work product prepared by Insert A/E shall become the property of the Department upon the payment of invoices submitted under the Letter Contract.
9. **Entire Agreement: Modification.** This Letter Contract, along with the Standard Provisions and the Form of Contract 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 9, nothing herein shall limit the Department's ability to unilaterally modify this Letter Contract,

Assuming the foregoing terms are acceptable, please sign below to indicate your acceptance.

ISSUED BY:

By: _____
Name: George G. Lewis
Title: Contracting Officer
Date: _____

ACCEPTED BY:

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