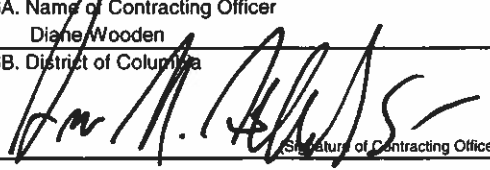


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 7	
2. Amendment/Modification Number A02		3. Effective Date 8/29/2019	4. Requisition/Purchase Request No.	5. Caption: See Block 14.	
6. Issued By: DISTRICT OF COLUMBIA PUBLIC LIBRARY Office of Procurement 1990 K Street, NW - Suite 500 Washington, DC 20006			7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			9A. Amendment of Solicitation No. DCPL-2019-R-0105		
			9B. Dated: 8/6/2019		
			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>0</u> copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority)					
The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of:					
C. This supplemental agreement is entered into pursuant to authority of:					
X D. Other (Specify type of modification and authority) Amendment					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copy to the issuing office.					
14. Description of amendment/modification					
Caption: Café/Catering Operations & Workforce Development Program for the MLK Jr. Library					
1. Please see that attached answers and questions submitted for clarifications.					
2. All other terms and conditions remain the same.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Diane Wooden		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)					8/29/19
			(Signature of Contracting Officer)		

**CAFÉ/CATERING OPERATIONS PARTNERSHIP AT THE MLK
LIBRARY REQUEST FOR PROPOSALS
DCPL-2019-R-0105**

RESPONSE TO OFFEROR QUESTIONS

Question 1: Please describe the availability and capacity of any classroom/meeting space at the MLK PL to be used by the Partner to support hospitality skills training.

Response 1: **There is a conference center on the 4th floor of the MLK Library with a variety of conference rooms that will be available for use by the Partner to support trainings.**

Question 2: Is a liquor license absolutely required? Or, since the catering provider will have a non-exclusive relationship, could the provider simply defer requests for alcoholic beverage service to those alternative vendors?

Response 2: **A liquor license is required, though it may be decided by both Parties that the license should be held by DC Public Library, not the Partner. However, the catering Partner will be expected to serve alcohol as a part of the catering arrangement.**

We are currently anticipating an exclusive relationship with the caterer, as stated in Section 3, item 1: “Enter into an exclusive agreement for the operation of a café on the 1st Floor of the Martin Luther King Jr. Memorial Library and catering services for special events at the MLK Library. There may be exceptions to exclusivity for catering services, to be agreed upon by both Parties.”

Question 3: On Page 5, the RFP requests registered apprenticeship opportunities (bullet #8) and a hospitality skills training program (bullet #9). Are all skills training opportunities required to be apprenticeships, or does the Partner have flexibility in offering a wider array non-apprenticeship hospitality training opportunities alongside (a potentially more limited number of) specific, industry-appropriate apprenticeships?

Response 3: **The Partner has flexibility to offer an array of non-apprenticeship opportunities alongside specific, industry-appropriate apprenticeships. The Library’s aim is to provide robust employment and apprenticeship opportunities, working in partnership with the café and catering provider to determine what will best accomplish that goal.**

Question 4: What if any opportunities will there be to expand on-site refrigeration to support catering events?

Response 4: **The catering kitchen currently includes two (2) refrigerator cabinets and one (1) reach-in refrigerator. Substitutions and/or additions to the currently spec'ed equipment is possible, with the review and approval of DCPL. Partner will also be responsible for added costs.**

Question 5: Do the required attachments (Certificate of Good Standing; Business License; sample employment manuals) count against the page count?

Response 5: **No.**

Question 6: What is the page limit of the offeror qualifications section? Or does the 40 page limit apply to *both* the technical approach *and* offeror qualification sections?

Response 6: **The 40-page limit applies to the “Technical Approach” section.**

Question 7: In the final submission, does Attachment 5 (form of offer letter) come first as a cover letter, followed by Factors 1 and 2, or should each of the 3 factors be presented in order?

Response 7: **The Form Offer Letter should be presented as Factor 3, behind Factors 1 and 2.**

Question 8: In regards to Section 3, #8: Does the workforce development program the Offeror proposes need to be a pre-registered apprenticeship program with OAIT?

Response 8: **No.**

Question 9: Given the library's location in an office corridor, is there interest in the cafe serving both library clientele AND workers from surrounding offices who may, under the right circumstances, view the library as a destination for coffee/breakfast and lunch fare? Would the library prefer NOT to cater to local office workers (i.e. to avoid disruptive foot traffic, noise, etc.)?

Response 9: **The Library hopes to attract clientele from surrounding offices and homes, in addition to Library clientele.**

Question 10: What are the dates when the outdoor terrace will be open? (Will there be heaters outside to extend its use in colder months? Awnings and/or umbrellas for protection from the rain or sun?)

THE TERRACE HAS TABLES AND CHAIRS FOR APPROX 40 PEOPLE, WHICH IS PARTICULARLY SIGNIFICANT GIVEN THERE ARE TABLE/CHAIRS FOR ONLY 28 INSIDE (PLUS 16 IN THE "READING RIBBON")

Response 10: Currently, the café garden is scheduled to be open at all times when the Library is open. There are currently no plans for heaters or umbrellas, though there is a significant overhang that provides shade and cover during rain.

There are sixty (60) seats in the café area of the first floor, with forty-eight (48) in a variety of table and chair configurations and twelve (12) seats on the "Reading Ribbon" around the perimeter in that area of the room. Café patrons will also be able to utilize the entirety of the Library to sit and consume their food.

Question 11: What are the DCPL's goals regarding special events? Is it looking to garner additional interest among the public, businesses, organizations, etc. in hosting special events at MLK Library?

Response 11: The Library is launching an event rental program, which will utilize certain spaces in the MLK Library for private rental by the public, businesses, nonprofits and government organizations. There is a designated event space on the 5th floor, adjacent to the catering kitchen, for this purpose, and we also expect to rent the auditorium, Great Hall, and certain other spaces in the Library when those spaces are not being used for general library use.

Question 12: Will we be able to extend hours before or beyond library hours? A bulk of cafe revenue comes from that early morning coffee rush.

Response 12: At this time, there are no plans to extend hours before or beyond library hours. However, DCPL is open to creative ways to serve the public during the morning rush, which might include a coffee cart right outside the MLK Library or other ideas.

Question 13: As far as any build-out, see Section #4: "It is intended that the Partner will utilize the space 'AS-IS.' Any improvements that the Partner wishes to make to the spaces listed below must be reviewed and approved by DCPL, in its sole and absolute discretion. Partner will also be responsible for any costs incurred for improvements made to the space." See SOURCES and USES FUND STATEMENT (p. 10) - need clarification. Is there no funding at all for marketing/workforce development program? What is included in the build out?

Response 13: There is no funding designated in the DCPL budget for marketing the café or for the workforce development program, though we do plan to

promote the cafe and event rental operation as a part of the overall marketing strategy for the new MLK Library. Please see Section 10, Item #4 for a list of all foodservice equipment currently specified for the Café and Catering Kitchen.

Question 14: What is DCPL's forecast for foot traffic into the café? AND How many events per year does DCPL host that require on-site catering? Average number of guests per event.

Response 14: Before the MLK Library closed in April 2017, approximately 50,000 people per month visited the Library. When it reopens in 2020, we aim to welcome at least one million visitors per year at MLK. There will also be 200-250 staff in the building at any given time.

The event rental program at the MLK Library is new, so we have no past record to use in predicting the number of events per year. However, our revenue projections call for 85-110 events during our first year of operation, mostly held in the event space on the 5th floor, with select event rentals in the auditorium and Great Hall. The event space has a capacity of approximately 150 for a seated dinner.

Question 15: Is a joint venture certification required once we win, OR is it required during the solicitation process?

Response 15: Joint venture certification will be required during the contract phase.

Question 16: What specific expenses and/or startup costs are covered by the library and which are expected from proposing partner?

Response 16: The Café and Catering Kitchen are equipped with foodservice equipment and furnishings as listed in the attachment referred to in Section 10, Item #4. The city will also subsidize the full cost of the café and catering kitchen's electrical and water service throughout the term of the Contract.

Question 17: Will partner be allotted access to use event spaces/auditorium/outdoor terrace for internal events regarding workforce development and/or community outreach?

Response 17: Yes, those spaces will be available for use by the Partner for workforce development activities. The conference center, located on the 4th floor, which has a variety of conference and meeting rooms, will also be available for use for this purpose.

Question 18: Will DCPL staff be responsible for cleaning any spills and debris in all non café public areas? i.e. meeting rooms, common areas, study areas etc.?

Response 18: Yes.

Question 19: What will this marketing partnership look like from a financial and content perspective? Signage, digital etc.

Response 19: DCPL will work collaboratively with the Partner to market the café and catering operations in concert with overall DCPL and/or MLK Library marketing efforts.

Question 20: Will the cafe operator be responsible for the clean-up of patrons throughout the library or just in designated cafe areas?

Response 20: The Café operator will be responsible for clean up in designated café areas.

Question 21: Is the cafe covered under the library's insurance or is an independent policy required to be provided by the operator?

Response 21: An independent policy may be required to be provided by the operator. We are seeking clarification on insurance requirements from the District of Columbia Office of Risk Management.

Question 22: For the cafe, is there space for additional equipment or refrigeration in the commissary room outside of what is listed on the RFP?

Response 22: The current equipment plans for that space do not leave much room for additional equipment. However, if modifications need to be made to the currently specified equipment, substitutions and/or additions are possible with the review and approval of DCPL. Partner will be responsible for added costs.

Question 23: In terms of the agreement length, is there any flexibility around that? Our restaurant partner, from their perspective, would prefer a minimum of 5 years base and 3-year options (with maybe 3 options total).

Response 23: No.

Question 24: In terms of materials already onsite, would there be anything not mentioned in the RFP list that would be included as part of the operations (like plates or cutlery)? In order to assess how turn-key ready the facility is. Also, is there a possibility to negotiate some minor additional equipment needs?

Response 24: Plates and cutlery will not be included as part of the operations. If modifications need to be made to the currently specified equipment, substitutions and/or additions are possible with the review and approval of DCPL. Partner will be responsible for added costs.

Question 25: For the workforce development side, is there any funding available for that work? Or would that be addressed separately?

Response 25: There is no funding currently available in the DCPL budget for the workforce development program.

Question 26: Will the facility have any restrictions on delivery protocols, such as heights of acceptable vehicles, required security inspection of delivery vehicles, etc.?

Response 26: The height of the loading dock is 6'8". There will also be limitations on the times at which deliveries can be scheduled, as there will be multiple needs for the loading dock.