



**REQUEST FOR PROPOSALS**

**PARTNERSHIP SUPPORTING**  
**CAFÉ / CATERING OPERATIONS & WORKFORCE DEVELOPMENT**  
**PROGRAM AT THE MARTIN LUTHER KING JR. MEMORIAL LIBRARY**

**SOLICITATION NO. DCPL-2019-R-0105**

Issued by:  
District of Columbia Public Library Office of Procurement  
1990 K Street NW  
Suite 500  
Washington, DC 20009  
(202) 727-1101

**Offers Due by: Friday, September 6, 2019 (2:00p.m.) EDT**

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**SECTION #1: OVERVIEW AND DCPL'S GOAL FOR THIS SOLICITATION**

The District of Columbia Public Library (“DCPL or Library”) invites interested offerors to respond to this Request for Proposals (RFP) with proposals to create a workforce development model for food and beverage operations (FBO) for café and catering services within the modernized Martin Luther King Jr. Memorial Library (“MLK Library”), located at 901 G Street NW, Washington, DC 20001.

DCPL’s goal, in issuing this RFP, is to receive proposals to enter into a Contract with DCPL, in which a Partner (“Partner”) will develop, manage and operate a workforce development centric food and beverage operation to provide food and beverages in the 1<sup>st</sup> floor Café and serve as the exclusive caterer for event rentals at the MLK Library.

DCPL will evaluate proposals and will select one proposal determined, in DCPL’s sole discretion, to be in the best interest of DCPL for negotiation of a partnership Contract. The RFP process is non-proprietary and non-preferential, and all Proposals will be considered as what is in the best interest of the community.

The Partner will be responsible for operating the café and catering operations in compliance with all District and federal laws, regulations and ordinances, obtaining and maintaining all appropriate licenses and permits, collecting proper sales and food and beverages taxes and reporting to proper District agencies.

**SECTION #2: HISTORY AND BACKGROUND**

DCPL is an independent agency of the District of Columbia government that operates twenty-six (26) libraries throughout the District of Columbia. The libraries are open seven (7) days a week and receive approximately four million annual visits.

For the past ten (10) years, DCPL’s primary focus has been on improving the infrastructure of the library system. As a result, to date twenty (20) libraries have been rebuilt, renovated, or refurbished, with three more in the design process or set to begin design in the coming months. As the next step in the transformation of the Library’s physical landscape, the MLK Library is undergoing a major modernization to meet the current and future needs of District residents.

The building, designed by modernist architect Ludwig Mies van der Rohe, was designated an historic landmark in 2007. The \$208 million modernization is led by the world-renowned design team of Mecanoo Architecten (Delft, NL) and OTJ Architects (Washington, D.C.). The library closed for modernization in early 2017 and will re-open in 2020.

The new flagship library will house a spectacular new, vibrant and transparent entryway; sculptured monumental stairs; large auditorium and conference center; creative spaces for fabrication, music production and art creation; ground level café with patio; double-height reading room; exhibition and special collections space to highlight the Library’s historical collections, and a rooftop event space and reading garden.

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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.

For more information on the Library modernization, visit:  
<https://www.dclibrary.org/mlkfuture>.

To view final designs visit:  
<https://www.slideshare.net/DCPublicLibrary/mlk-final-designs>.

**SECTION #3: SCOPE OF CAFÉ/CATERING AND WORKFORCE DEVELOPMENT PROGRAM**

DCPL is seeking a Partner highly skilled in all aspects of food and beverage operations, and workforce development skills training and programming.

For the workforce development skills training and programming aspect of the Contract, Partner shall:

1. Enter into an exclusive agreement for the operation of a café on the 1<sup>st</sup> 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. Partner will also be a non-exclusive provider of catering services for meetings and conferences at the MLK Library, and for special events at other library locations.
2. Provide high-quality beverages and light fare in the café to Library customers and staff at moderate prices. Partner will be required to accept payment via cash, credit and debit transactions. Partner will not be able to sell alcoholic beverages in the café at any time during the Library's open hours.
3. Provide a variety of food, non-alcoholic beverages, and alcoholic beverages at a range of prices for catering services throughout the MLK Library and possibly other library spaces.
4. Continually ensure that the physical spaces where food service is taking place are clean, neat, and in a safe and sanitary condition by bussing the seating areas, immediately cleaning up all spills and debris, and cleaning up all rooms and facilities used during café and catering service. Handle all trash in a safe and controlled manner to avoid spills and leaking containers. Do not allow boxes, cartons, barrels, carts or other back of house items to remain in view in public spaces.
5. Acquire all necessary licenses and approvals from District Government, including Office of the State Superintendent of Education (OSSE) and the Department of Employment Services (DOES), for workforce development training and apprenticeship-related instruction, and

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make such records available for the Library's review. Acquire food handler certificates, business licenses, and/or medical examinations as required by law, and make such records available for the Library's review.

6. Partner with DCPL to ensure that the café and catering operations are designed and operated to be a true complement to library services, serve the diverse clientele typical of the Library, and do not hinder library patrons from accessing the core benefits of the Library. Collaboratively with DCPL, ensure that pricing and menu options for the café and catering operations are appropriate for a variety of customers.
7. Partner with the Library to market the café and catering operations in concert with overall DCPL and/or MLK Library marketing efforts.
8. Provide robust apprenticeship opportunities and paid employment in the hospitality industry for District of Columbia residents, especially for immigrants, veterans, disconnected youth, people of color, and returning citizens. DOES Office of Apprenticeship, Information, and Training (OAIT) is recognized as the State Apprenticeship Agency (SAA) within the District. The functions of OAIT as with other SAAs are to administer, promote, install, and monitor registered apprenticeship programs. All registered apprenticeship programs are approved by the D.C. Apprenticeship Council, adhering to the District of Columbia mandatory apprenticeship law, D.C. Law § 2-156 and amendments.
9. Develop and implement a hospitality skills training program at DCPL that will lead participants to a progressive ladder of employment and career options.
10. Utilize DCPL resources across a range of topic areas and modalities, such as digital resources for language training, in-person resume building workshops, and more, to support DCPL café and catering staff in their career building.
11. Promote professionalism, confidence, positive work ethics, and the soft skills needed for long-term success in the hospitality industry or other related fields.
12. With DCPL, develop partnerships with a range of local cafe and restaurant owners eager to hire workers for much needed front-line and back of house positions.

**SECTION #4: PROPERTY FACTS**

The MLK Library is located at 901 G Street, NW and is a 5-story building with approximately 400,000 square feet. The library was originally designed by famed modernist architect Mies van der Rohe and thoughtfully modernized by the design team of Mecanoo Architecten (Delft, NL) and OTJ Architects (Washington, D.C.). The building will be designed to meet or exceed LEED Silver certification for environmental design.

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**HOURS OF OPERATION**

Library Hours are as follows:

Monday-Thursday: 9:30 AM – 9:00 PM  
Friday & Saturday: 9:30 AM – 5:30 PM  
Sunday: 1:00 PM – 5:30 PM

The Library will be closed on the following holidays:

- Independence Day
- Labor Day
- Thanksgiving
- Christmas Day
- New Year's Day

**Library hours are subject to change at any time.**

It is intended that the Partner will utilize the space “AS-IS.” Any improvements that 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.

**CAFÉ:**

The ground-level retail café space is situated at the 9<sup>th</sup> and G Place NW (northeast) corner of the building, at the rear of the “Popular Library.” It is connected to a new outdoor garden space with ample seating. The physical location of the café is a counter in the northeast corner of the first floor at the Library, and has no separate entrance/exit.

The Café Partner will have access to two (2) areas: a service counter and a supporting locked commissary room. See attached documents showing floor plans and equipment lists for these two (2) spaces.

Square Footage:

- Café Space: Approximately 4,300 sq ft., all open to the rest of the “Popular Library” space.
- Service Area: Approximately 16’ long by 8’ deep enclosed millwork piece which includes staff & circulation space. 450 sq ft.
- Commissary Room: (*adjacent to counter space*) 150 sq ft.
- Back of House Backroom/Wash Area: 469 sq ft.
- Loading dock elevation varies from service area and back of house area directly adjacent to service area.

Public/Customer Seating:

- Indoor – tables and chairs for approx. 28 plus 16 chairs on the “Reading Ribbon” in the café area

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- Outdoor Terrace – tables and chairs for approx. 40
- Library users may take food and beverages throughout the Library

Utilities, Amenities & Equipment:

- Café Counter & Service Area:
  - Work counter with sink
  - Espresso machine
  - Coffee thermal dispenser (3)
  - Hot water dispenser
  - Pop-up toaster
  - Combi oven
  - Under-counter refrigerator
  - Refrigerator counter case (2, one self-service)
  - Self-contained ice machine
  - POS station and cash drawer
- Commissary Room
  - 3-compartment sink
  - Coffee brewer
  - Bun pan rack (3)
  - Wall-mounted sink (2)
  - Mop sink
  - Work tables (3)
  - Utility cart
  - Storage shelving
- Voiceover IP (VOIP) for all teledata
- Dedicated data port
- Utilities: The city will subsidize the full cost of the café's electrical and water service throughout the term of the Contract.

**CATERING KITCHEN & FLEXIBLE EVENT SPACE:**

The Catering Kitchen Partner will make use of a catering kitchen, located on the 5<sup>th</sup> floor, adjacent to the event space. See attached documents showing floor plans and equipment lists for this space.

There are several spaces in the building that will be included in DCPL's event rental portfolio, including flexible special event space on the new 5<sup>th</sup> floor, which connects via sliding glass doors to a spectacular rooftop "reading garden" and interior space surrounding the auditorium. A catering kitchen is also attached to the event space. A freight elevator is located nearby and will be available for use during certain windows of the day.

The 5<sup>th</sup> floor is accessible by both elevator and stairs.

Square Footage:

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- Flexible Event Space: 2,328 sq ft.
- Interior Space Surrounding the Auditorium: 4,089 sq ft.
- Rooftop “Reading Garden”: 14,900 sq ft.
- Catering Kitchen: 746 sq ft.

**Utilities, Amenities & Equipment (Catering Kitchen):**

- Reach-in refrigerator
- Refrigerator cabinet (2)
- Re-thermalization cabinet (2)
- Bun pan rack (3)
- Ice machine
- Coffee brewer
- Coffee thermal dispenser (2)
- Water filter
- Work counter with sinks
- Work tables (7)
- Freight elevator

**CHIEF PROCUREMENT OFFICER (CPO)**

Contracts will be entered into and signed on behalf of the District only by Contracting Officers. The contact information for the Chief Procurement Officer is:

**Diane Wooden, CPO**  
**DC Public Library**  
**Office of Procurement**  
**1990 K Street, NW – Suite 500**  
**Washington DC 20006**  
**Telephone: (202) 727-4800**  
**E-mail: [diane.wooden2@dc.gov](mailto:diane.wooden2@dc.gov)**

**CONTRACT ADMINISTRATOR (CA)**

The contact information for the Contract Administrator is:

**Linnea Hegarty**  
**Director of Strategic Partnerships and Development**  
**DC Public Library**  
**1990 K Street, NW – Suite 500**  
**Washington, DC 20006**  
**(202) 727-4943**  
**Email: [linnea.hegarty@dc.gov](mailto:linnea.hegarty@dc.gov)**



**SECTION #5: INFORMATION TO INCLUDE IN SUBMITTED PROPOSALS**

Offeror proposals shall be in narrative form responding to each evaluation factor in this Section #5. An Offer must be submitted in a timely manner and comply with the terms of this RFP.

**FACTOR #1: TECHNICAL APPROACH** (0-40 Points)

Offeror shall describe in detail their proposed approach to operating a café and/or catering operation as a workforce development program at the MLK Library. **This section should be no longer than 40 pages.** Offeror must provide a concept for operation of the café and catering operation that includes:

- 1) Detailed plans for a hospitality skills training program that:
  - a) Prioritizes the hiring of disadvantaged District residents, especially immigrants, veterans, disconnected youth, people of color, and returning citizens;
  - b) Provides quality, high-trained staff for the Library's café and catering operations on an ongoing basis;
  - c) Leads participants to a progressive ladder of employment and career options, from back of house entry level positions to front of house wait positions and management;
  - d) Utilizes DCPL resources to support DCPL café and catering staff in their career building;
  - e) Explains Offeror's management philosophy, including specific strategies to insure that the program's targeted employee base has the appropriate resources to gain and keep employment and move up the career ladder. Please include any sample employment manuals, training materials or other relevant documentation.
  - f) Promotes professionalism, confidence, positive work ethics, and the soft skills needed for long-term success in the hospitality industry or other related fields; and
  - g) Establishes metrics of success for this program over several years, including number of District residents employed, longevity of employment, and career pathways.
- 2) Café concept, including possible names, branding and marketing which relates to the overall marketing of the MLK and DCPL, with information regarding any marketing or competitive research that the Offeror has used to develop the concept.
- 3) Detailed staffing models for the café and catering operations that include number of employees, levels, competencies, and other relevant information.
- 4) List of proposed menu items for both the café and catering operation that includes prices, and where possible/relevant, names of providers of food products. Those proposals that include participation and inclusion of Certified Business Enterprises ("CBE") and, in particular, Local Small Disadvantaged Business Enterprises ("LSDBE") as partners will receive higher scoring.

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- 5) Documentation regarding standards for ensuring a well-run food service operation, with information on quality and freshness standards for food served in both the café and catering operations; and ability and commitment to keeping the food service areas clean, neat and in a safe and sanitary condition.

**FACTOR #2: OFFEROR QUALIFICATIONS**

**(0-40 Points)**

Offeror must describe in detail their expertise and qualifications for operating a café and catering operation as a workforce development program at the MLK Library. Offeror shall provide:

- 1) Narrative description of the Offeror's prior experience in operations similar to the proposed use. This shall include:
  - a. A demonstration of prior performance on at least two (2) projects of similar scope. These examples should be comprehensive and formatted to communicate the Offeror's experience, understanding of the workforce development programmatic requirements and outcomes. Offeror shall describe its ability and history of running a workforce development program of this nature, which demonstrates capacity and passion for ensuring high-quality, smooth, timely, attentive and customer-friendly service.
  - b. Resumes for key personnel who will be involved with the business. Please address how well the individual's qualifications and experience relate to the requirements of this project, including experience collaborating on partnerships of this nature.
  - c. Documentation of licenses and certifications that are relevant to this Proposal. Preference will be awarded to proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, or local with a principal office located in an enterprise zone of the District of Columbia. Any Offeror seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal.

**2) SOURCES AND USES FUND STATEMENT**

Offerors shall provide a "Sources and Uses Fund Statement". This statement should provide an account of where the Offeror will obtain funding for the business and what anticipated expenditures will be incurred during the start-up. If the Offeror plans to obtain debt financing, it should provide copies of commitment letters from the lender(s).

**3) FINANCIAL STATEMENTS**

Offerors should provide the following financial statements in their submitted Proposal:

- a. Federal Tax Returns for the past two years;
- b. D.C. or State Tax Returns for the past two years; and
- c. Certified or Audited Financial Statements for the past two years.

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The above financial statements should be for either an existing business operation or, if none, than the Offeror’s individual financial statements. If the Offeror will be a business partnership or joint venture with more than one principal, then financial statements shall be provided for all principals.

**DCPL reserves the right to request additional financial information, in its sole discretion.**

**4) OFFEROR IDENTIFICATION INFORMATION**

Offerors should provide the following information in their submitted proposal:

1. Contact information  
Offeror’s full physical address, email address and phone number(s).
2. Certificate of Good Standing (D.C.)  
A Certificate of Good Standing which demonstrates the individual and/or business has had no outstanding tax liability with the District of Columbia. A Certificate of Clean Heads may be obtained by contacting the Office of Tax and Revenue at (202) 727-4829 or at the following website: <https://otr.cfo.dc.gov/page/online-clean-heads-application>.
3. Business License  
A copy of any business licenses applicable to the proposed operation.
4. District Resident Status  
Offerors shall indicate if, and to what extent, the principals and key personnel are District residents. District residency of the team will receive a preference over non-District residents.

**FACTOR #3: FINANCIAL OFFER (0-20 Points)**

Offerors submitting a Proposal must submit a financial offer, by completing the “Form Offer Letter,” which is included in the attachments to this Solicitation. **An offer which does not follow this format will be deemed an “Unresponsive Offer.”**

As described in Section #7: “Selection Process,” the District reserves the right to negotiate final terms and conditions based on the totality of the financial and other terms in the Offer.

**SECTION #6: SUBMISSION REQUIREMENTS**

Offeror should provide six (6) hard copies and one (1) electronic copy (via a USB drive) of the proposal. The hard and electronic copies must be delivered to the address listed in the box below. Offerors shall submit proposals in response to this submission in English.

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Proposals shall be typewritten in 12-point font size on 8.5” x 11” white paper. Telephonic, telegraphic or facsimile proposals shall not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked “Proposal in Response to Solicitation No.

DCPL-2019-R-0105, Café/Catering Operations Partnership at MLK Library”, and shall include the name of the applying entity/entities.

Pages are to be numbered sequentially from page 1 to the end, including charts, figures, tables and appendices. The applying entity/entities’ name shall be included on each page.

Both hard and electronic copies of proposals must be submitted no later than the response deadline specified in Section #7, below.

Any questions regarding this RFP should be submitted to the contact listed in the box below, by the deadline specified in Section #7, below. Answers received after this deadline will not be accepted. An amendment with official answers will be posted on the DCPL website at <http://www.dclibrary.org/about/opportunities>.

**Ameer M. Abdullah, Sr.**  
**Contract Specialist**  
**Office of Procurement**  
**1990 K Street, NW, Suite 500**  
**Washington, DC 20006**  
**Email: [ameerm.abdullah@dc.gov](mailto:ameerm.abdullah@dc.gov)**

**SECTION #7: SELECTION PROCESS**

**PRE-PROPOSAL CONFERENCE AND SITE VISIT**

Pre-proposal conference and site visit to the MLK Library is **MANDATORY**. Offerors who do not attend the pre-proposal conference and site visit will not be considered for contract award. Pre-proposal conference and site visit is scheduled for **Friday, August 16, 2019 (3:00p.m.) at 901 G Street NW Washington, DC 20001**. All Offerors must RSVP to receive information about the proposal conference and site visit and to attend. Offerors who have not RSVP’d will not be able to join the pre-proposal conference and site visit.

Please RSVP with the Contract Administrator list below:

**Linnea Hegarty**  
**Director of Strategic Partnerships and Development**  
**DC Public Library**  
**1990 K Street, NW – Suite 500**  
**Washington, DC 20006**  
**(202) 727-4943**  
**Email: [linnea.hegarty@dc.gov](mailto:linnea.hegarty@dc.gov)**

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**QUESTIONS**

Interested offerors may ask questions about the RFP at the site visit scheduled for **Friday, August 16, 2019 (3:00 p.m.) at the MLK Library, 901 G Street, NW, Washington, DC 20001.**

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the site visit are only intended for general discussion and do not represent the DCPL's final position.

Prospective Offeror's shall submit questions via email to the DCPL Contract Specialist at [ameerm.abdullah@dc.gov](mailto:ameerm.abdullah@dc.gov) no later than **Friday, August 23, 2019 by (2:00 p.m.) EDT.** DCPL will not consider any questions received after **Friday, August 23, 2019 (2:00 p.m.) EDT.** An amendment with official answers will be posted on the DCPL website at <http://www.dclibrary.org/about/opportunities>

**TIMETABLE FOR EVALUATION OF RFP RESPONSES**

DCPL will endeavor to follow the timetable set forth below; however, this timetable is a guideline only and is subject to change in DCPL's sole discretion. Any changes will be posted on the DCPL website at <http://www.dclibrary.org/about/opportunities>.

<b>RFP Issued:</b>	<b>August 6, 2019</b>
<b>Pre-Bid Conference &amp; Site Visit:</b>	<b>August 16, 2019 (3:00 p.m.) EDT</b>
<b>Questions Due:</b>	<b>August 23, 2019 (2:00 p.m.) EDT</b>
<b>Offers Due:</b>	<b>September 6, 2019 (2:00 p.m.) EDT</b>

**SELECTION AND NEGOTIATION**

The District will evaluate all proposals based on the responses to the proposal criteria in Section #5. The proposal criteria will be weighted as follows for evaluation purposes:

Proposal Criterion #1: Technical Approach	40%
Proposal Criterion #2: Qualifications and Past Performance/Past Experience	40%
Proposal Criterion #3: Financial Offer	20%
<b>TOTAL</b>	<b>100%</b>

Only responsive proposals will be evaluated. DCPL will determine, in its sole discretion, whether each Proposal received in response to this RFP is a responsive proposal.

A Technical Evaluation Panel (TEP) will be established to review and evaluate the proposals. The composition of the TEP will be determined by DCPL, in its sole discretion. In addition, the TEP may consult with professional outside consultants for technical assistance in DCPL's sole discretion.

Upon receipt of proposals, DCPL may, in its sole and absolute discretion, choose to:

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1. Require oral presentations, menu tastings or other follow up by Offerors to the TEP;
2. Select a short list of Offerors and require additional information from the short-listed Offerors or that they modify their proposals or provide a “Best and Final Offer” for the TEP review;
3. Enter into exclusive negotiations with one or more selected Offeror(s) without requesting more detailed information or selecting a short list of Offerors;
4. Request more detailed information leading to a final Offeror(s) selection; and/or
5. Take no action on the proposals received.

The TEP) will select, in its sole and absolute discretion, one (1) or more responsive proposal or no responsive proposals. Upon completion of the review and selection processes, DCPL will notify the selected Offeror, if any.

If one Offeror is thereby chosen, the parties shall proceed to negotiate final terms consistent with the selected Offeror’s proposed terms. If DCPL and the selected Offeror are unable to agree on the final partnership agreement within sixty (60) days of the receipt by Offeror of the selection letter, DCPL, in its absolute and sole discretion, may terminate negotiations and (i) select a different Offeror that responded to this RFP; (ii) re-issue this RFP; or (iii) take other such measures as it deems reasonable, appropriate, and/or necessary.

**UPDATES AND MODIFICATIONS**

DCPL will post on its website, at <http://www.dclibrary.org/about/opportunities> any notices or information regarding cancellations, withdrawals, modifications to deadlines, and other modifications to this RFP. Offerors shall have an obligation to check the website for any such notices and information, and DCPL will have no duty to provide direct notice to Offerors.

**NO CONFLICTS OF INTEREST**

By submitting a proposal, the Offeror represents and warrants the following to DCPL:

- 1) The compensation to be requested, offered, paid or received in connection with this RFP has been developed and provided independently and without consultation, communication or other interaction with any other competitor for the purpose of restricting competition related to this RFP or otherwise.
- 2) No person or entity employed by the District or otherwise involved in preparing this RFP on behalf of DCPL (i) is affiliated with, employed by or has any financial interest in any potential Offeror; (ii) has provided any assistance to potential Offeror in responding to this RFP, or (iii) will benefit financially if any Offeror is selected in response to this RFP.
- 3) The Offeror has not offered or given to any District officer or employee any gratuity or anything of value intended to obtain favorable treatment under this RFP or any other solicitation or other contract, and Offeror has not taken any action to induce any DCPL or

District officer or employee to violate the rules of ethics governing the District and its employees. Offeror has not and shall not offer, give, or agree to give anything of value either to the District or any of its employees, agents, job shoppers, consultants, managers or other person or firm representing the District, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing. Any such conduct shall be deemed a violation of this RFP. As used herein, "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by this RFP, if any, and any other contract with the District), etc., which might tend to obligate a District employee to Offeror, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include work or services rendered pursuant to any other valid District contract.

**SECTION #8: RESERVATION OF RIGHTS AND MISCELLANEOUS PROVISIONS**

1) DCPL reserves the right to:

- a) Cancel or withdraw this RFP at any time prior to or after the submission deadline;
- b) Modify or issue clarifications to this RFP prior to the submission deadline;
- c) Reject any submission it deems incomplete or unresponsive;
- d) Reject all submissions the are submitted under this RFP;
- e) Modify the deadline for submissions or other actions;
- f) Reissue (i) this RFP; (ii) a modified RFP; or (iii) a new solicitation or request for proposals whether or not any submissions have been received in response to the initial RFP issuance;
- g) Subdivide this RFP into multiple, separately negotiated components; and/or
- h) Enter into negotiations with one (1) or more Offerors based on proposals submitted in response to this RFP.

2) Change in Offeror Information

If information provided in a submission changes (i.e. change or addition to any of the Offeror's team members or new financial information), the Offeror shall provide updated information in the same format for the appropriate section of this RFP and DCPL may consider the modified submission.

3) Ownership and Use of Submissions

All submissions shall be the property of DCPL. DCPL may use any and all ideas in any submission, whether the submission is selected or rejected. No Offeror shall be entitled to compensation or reimbursement of costs in connection with its submission of a Proposal in response to this RFP.

4) Further Efforts

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DCPL may request that Offerors clarify their submissions and/or submit additional information pertaining to their submissions. DCPL may request best and final offers from any Offeror and/or request an oral presentation from any Offeror.

5) Restricted Communications

Upon release of this RFP and until the end of the notification period set forth in Section #7, above, potential Offerors shall not communicate with DCPL, or other District staff about this RFP or issues related to this RFP except as authorized in this RFP or in public meetings called in connection to this RFP.

6) Confidentiality

Submissions and all other information submitted in response to this RFP are subject to the District's Freedom of Information Act (D.C. Official Code § 2-531 et seq.) ("FOIA"), which generally mandates the disclosure of documents in the possession of the District upon the request of any person, unless the content of the document falls within a specific exemption category. An example of an exemption category is "trade secrets and commercial or financial information obtained from outside the government, to the extent that disclosure would result in substantial harm to the competitive position of the person from whom the information was obtained."

If an Offeror provides information that it believes is exempt from mandatory disclosure under FOIA ("exempt information"), the Offeror shall include the following legend on the title page of the submission:

**THIS PROPOSAL CONTAINS INFORMATION THAT IS EXEMPT FROM  
MANDATORY  
DISCLOSURE UNDER THE DISTRICT'S FREEDOM OF INFORMATION ACT.**

In addition, on each page that contains information that the Offeror believes is exempt information, the Offeror shall include the following separate legend:

**THIS PAGE CONTAINS INFORMATION THAT IS EXEMPT FROM MANDATORY  
DISCLOSURE UNDER THE DISTRICT'S FREEDOM OF INFORMATION ACT.**

On each such page, the Offeror shall also specify the exempt information and shall state the exemption category within which it believes the exempt information falls.

7) Non-Liability

By participating in the RFP process, the Offeror agrees to hold the District, its officers, employees, agents, representatives, and consultants harmless from all claims, liabilities, and costs related to all aspects of this RFP.

8) Brokers and Brokerage Fees

Offeror shall be responsible and shall pay for any and all commission for fees due to Offeror's broker, if any, pursuant to a separate agreement. The District does not offer, nor will it provide, any broker compensation, commission or fee.



**SOLICITATION NO. DCPL-2019-R-0105**  
**CAFÉ/CATERING OPERATIONS PARTNERSHIP AT MLK LIBRARY**

9) Selection Non-Binding

The selection by DCPL of an Offeror does not constitute a commitment by the District to execute a final agreement or contract with the Offeror.

**SECTION #9: INDEMNICATION**

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

**SECTION #10: ATTACHMENTS**

Item No.	Title
1	<b>DC Public Library Strategic Plan 2017-2021:</b> <a href="https://www.dclibrary.org/strategicplan">https://www.dclibrary.org/strategicplan</a>
2	<b>MLK Library Building Program</b> <a href="https://www.slideshare.net/DCPublicLibrary/mlk-library-building-program-final">https://www.slideshare.net/DCPublicLibrary/mlk-library-building-program-final</a>
3	<b>DC Public Library – MLK Library Final Designs</b> <a href="https://www.slideshare.net/DCPublicLibrary/mlk-final-designs">https://www.slideshare.net/DCPublicLibrary/mlk-final-designs</a>
4	<b>Foodservice Equipment Plans</b> <a href="https://www.dropbox.com/sh/pdgh2o0ag7bvyhf/AACfWaYhGqwEZ0gubA7MxIKva?dl=0">https://www.dropbox.com/sh/pdgh2o0ag7bvyhf/AACfWaYhGqwEZ0gubA7MxIKva?dl=0</a>
5	<b>Form of Offer Letter</b>

# **ATTACHMENT 5**

## **FORM OF OFFER LETTER**

**ATTACHMENT 5**

[Offeror's Letterhead]

[Insert Date]

District of Columbia Public Library  
1990 K Street, Suite 500 NW  
Washington, DC 20006

Attn: Ms. Diane Wooden  
Chief Procurement Officer

Reference: Solicitation No. DCPL-2019-R-0105  
Partnership Supporting Café/Catering Operations and Workforce Development  
Program at the Martin Luther King Jr. Memorial Library

Dear Ms. Wooden:

On behalf of [INSERT NAME OF OFFEROR] (the "Offeror"), I am pleased to submit this proposal in response to the District of Columbia Public Library ("DCPL") Request for Proposals (the "RFP") to provide a Café/Catering Operations and Workforce Development Program for the Martin Luther King Jr. Memorial Library. We have reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract and have conducted such due diligence and analysis as we, in its sole judgment, have deemed necessary in order to submit its Proposal in response to the RFP. Our Proposal and prices quoted herein are based on the RFP, and any addenda issued thereto and assume no material alteration of the terms of those documents.

Based on the foregoing, we hereby offer to perform the work described in the documents for the prices set forth below:

**PARTNERSHIP SUPPORTING CAFÉ / CATERING OPERATIONS & WORKFORCE  
DEVELOPMENT  
PROGRAM AT THE MARTIN LUTHER KING JR. MEMORIAL LIBRARY**

**Fee Proposal for Café Operation ONLY**

**PARTNERSHIP SUPPORTING CAFÉ / CATERING OPERATIONS & WORKFORCE  
DEVELOPMENT  
PROGRAM AT THE MARTIN LUTHER KING JR. MEMORIAL LIBRARY**

Offeror Name \_\_\_\_\_

Price payable to DCPL for the right to operate a Café and Workforce Development Program at the MLK Library as described in **Section #3: Scope of Café/Catering and Workforce Development Operations**, for the “Base Period” and any “Option Years.”

**The “Base Period” is 24 months following contract award.**

Respondent must provide:

**A. Base Period** Minimum Annual Guarantee (MAG) \$ \_\_\_\_\_

and,

**Option Year 1** Minimum Annual Guarantee (MAG) \$ \_\_\_\_\_

**Option Year 2** Minimum Annual Guarantee (MAG) \$ \_\_\_\_\_

**Option Year 3** Minimum Annual Guarantee (MAG) \$ \_\_\_\_\_

AND,

**B. Base Period** Gross Revenue Percentage Fee (GRP), a percentage of Gross Revenue (1)

with no maximum: \_\_\_\_\_ % per month

and,

**Option Year 1** Gross Revenue Percentage Fee (GRP), a percentage of Gross Revenue (1)

with no maximum: \_\_\_\_\_ % per month

**Option Year 2** Gross Revenue Percentage Fee (GRP), a percentage of Gross Revenue (1)

with no maximum: \_\_\_\_\_ % per month

**Option Year 3 Gross Revenue Percentage Fee (GRP), a percentage of Gross Revenue (1)**

with no maximum: \_\_\_\_\_% per month

(1) Gross Revenue means all payments, fees, charges and other payments, however characterized, that Exclusive Caterer receives in connection with its service or provision of food and beverages. Gross Revenue does not include any mark-up Exclusive Caterer charges related to third party services (for example, without limitation, for flowers, music, security, tents and valet parking).

**PARTNERSHIP SUPPORTING CAFÉ / CATERING OPERATIONS & WORKFORCE  
DEVELOPMENT  
PROGRAM AT THE MARTIN LUTHER KING JR. MEMORIAL LIBRARY**

**Fee Proposal for Catering Operation ONLY**

Offeror Name \_\_\_\_\_

Price payable to DCPL for the right to operate a Café and Workforce Development Program at the MLK Library as described in **Section #3: Scope of Café/Catering and Workforce Development Operations**, for the “Base Period” and any “Option Years.”

**The “Base Period” is 24 months following contract award.**

Respondent must provide:

A. **Base Period** Minimum Annual Guarantee (MAG) \$ \_\_\_\_\_

and,

**Option Year 1** Minimum Annual Guarantee (MAG) \$ \_\_\_\_\_

**Option Year 2** Minimum Annual Guarantee (MAG) \$ \_\_\_\_\_

**Option Year 3** Minimum Annual Guarantee (MAG) \$ \_\_\_\_\_

AND,

B. **Base Period** Gross Revenue Percentage Fee (GRP), a percentage of Gross Revenue (1)

with no maximum:

Non-Alcohol: \_\_\_\_\_ % per month; Alcohol \_\_\_\_\_ % per month

and,

**Option Year 1** Gross Revenue Percentage Fee (GRP), a percentage of Gross Revenue (1)

with no maximum:

Non-Alcohol: \_\_\_\_\_ % per month; Alcohol \_\_\_\_\_ % per month

and,

**Option Year 2** Gross Revenue Percentage Fee (GRP), a percentage of Gross Revenue (1)

with no maximum:

Non-Alcohol: \_\_\_\_\_ % per month; Alcohol \_\_\_\_\_ % per month

**Option Year 3 Gross Revenue Percentage Fee (GRP), a percentage of Gross Revenue (1)**

with no maximum:

Non-Alcohol: \_\_\_\_\_ % per month; Alcohol \_\_\_\_\_ % per month

(2) Gross Revenue means all payments, fees, charges and other payments, however characterized, that Exclusive Caterer receives in connection with its service or provision of food and beverages. Gross Revenue does not include any mark-up Exclusive Caterer charges related to third party services (for example, without limitation, for flowers, music, security, tents and valet parking).

We acknowledge and understand that the prices quoted herein are firm, fixed prices to fully complete the work described in the RFP and attachments thereto and that such amount includes funding for work which is described in the RFP and attachments thereto. Our Proposal is based on and subject to the following conditions:

1. We agree to hold our Proposal open for a period of at least one hundred twenty (120) calendar days after the date of proposal submission.
2. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this offer form and bind the Offeror to the terms of the Offeror's Proposal. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Proposal.
3. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a Proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

4. This offer form and the Offeror's Proposal are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_