

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
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2. Amendment/Modification Number Amendment No. 008	3. Effective Date 09/14/2023	4. Requisition/Purchase	5. Solicitation Caption: Food Services Management Company (FSMC)		
6. Issued by: District of Columbia Public Schools Office of Resource Strategy / Contracts and Acquisitions Div. 1200 First Street, N.E., 9 th Floor Washington, DC 20002		Code	7. Administered By: (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, county, state and zip code number)		9A. Amendment of Solicitation No. GAGA-2022-R-0385			
		9B. Dated (See Item 11) 9/18/2023			
		10A. Modification of Contract/Order No.			
		10B. Dated (See Item 13)			
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above-numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offerors 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) completing Items 8 and 15 and returning one (1) copy of the amendment; (b) acknowledging receipt of it by virtue of this amendment, you desire to change an offer already submitted, such change may be made by letter, telegram 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 data, etc.) set forth in Item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
	C. This supplemental agreement is entered into pursuant to the authority of:				
X	D. Other (Specify the type of modification and authority) 27 DCMR 1623.1 (C) (D) Amendment of Solicitation Before Closing Date				
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return one (1) copy to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The purpose of amendment 008 is to respond to questions submitted September 11, 2023, for Food Services Management Company, GAGA-2022-R-0385. See response below All questions from prospective offeror relating to this solicitation shall be submitted electronically via email to brenda.allen2@k12.dc.gov or <u>The Offeror shall attach the signed copy of amendment 008 with its proposal.</u> All terms and conditions of the solicitation referenced remain unchanged in full force and effect.					
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Brenda Allen			
15B. Name of Contractor (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia <i>Brenda Allen</i> (Signature of Contracting Officer)	16C. Date Signed 9/14/2023		

Response to Questions

Question 1. I wanted to confirm that the due date for this BAFO is Monday, September 18, and not Monday, September 12, 2023. as one of the documents states.

Response: The BAFO is due to the District of Columbia Government Public Schools on September 18, 2023, at noon.

Question 2. On the modification attachment under number 14 (description of modification), number 2. It states:

- a. “DCPS contemplates three awardees, distributed equally (the highest ranked offeror will round up to the closest whole cluster). If a vendor is unable to meet the capacity, the remaining clusters will be distributed equally to the remaining vendors.”
 1. What happens if a contractor applied for two clusters only? Does the above note mean there is the potential to be awarded more than the two clusters? What is the process if a contractor cannot handle additional clusters on top of the two submitted in their proposal? Please provide clarity.

Response: If selected for award, Contractors will be awarded a contract based on their proposal submission, which would have included their staffing capacity.

Question 3. Last week’s testimony mentioned a phase in the plan.

Response: In the solicitation, Section I.15 -Continuity of Services, pages 131-132 address the phase-in, phase-out 90-day transition plan.

Question 4. Do you have any further information on what this entails and when we might have more information on that?

Response: Section I.15 Continuity of Services

The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District’s option, may continue to provide these services. To that end, the

Contractor agrees to:

- a. Furnish phase-out, phase-in (transition) training; and
- b. Exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

I.15.2 The Contractor shall, upon the CO’s written notice:

- a. Furnish phase-in phase-out services for up to 90 days after this contract expires and
- b. Negotiate a plan with a successor in good faith to determine the nature and extent of phase-in and phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan and shall be subject to the CO’s approval.

- c. The Contractor shall provide sufficient experienced personnel during the phase-in and phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- d. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate the transfer of their earned fringe benefits to the successor.
- e. Only in accordance with a modification issued by the CO, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

Question 5. How long does DCPS or OCP plan for the review process to take?

Response: Based on the complexity of the responses received, DCPS cannot provide a definitive timeline to complete the evaluation of the proposals received.