

**ADDENDUM NO. 1**  
**To**  
**The Bay Park Conservancy**  
**Request for Proposal**  
**Food and Beverage Concessionaire License**

**TO:** All Prospective Proposers

**DATE:** February 28, 2022

**DELIVERY:** Distributed through email to all the attendees at either of the mandatory Pre-Submittal Meetings at 3:00PM EST, February 22 or 23, 2022 . Additionally, this Addendum shall be posted on The Bay website next to the original RFP.

**This Addendum forms part of the Contract Documents and modifies the original Request for Proposal Food and Beverage Concessionaire License as noted below. Acknowledge receipt of this Addendum in the space provided on Form #1 of the RFQ Forms. Failure to acknowledge may subject a proposer to disqualification.**

**This addendum consists of one (1) page and attachments and is as follows:**

1. See attached listed of attendees, which covers attendance at BOTH the mandatory Pre-Submittal Meetings, Page 1-1, dated 2.23.22
2. See attached BPC Request for Proposal- Food and Beverage Concessionaire License Questions and Answers, Pages 1-2, dated 2.28.22
3. On Page 16 of the RFP; Tab VI. Required Forms is listed incorrectly. It should be **Tab VII**. There is no Tab VI, it can be omitted entirely as noted in the RFP.

**END OF ADDENDUM NO. 1**

# BPC Request for Proposal- Food and Beverage Concessionaire License ; Mandatory Pre-Submittal Meeting

February 22 and 23, 2022

Last Name	First Name	Company	Email
Allister	Nigel	Café in the Park	<a href="mailto:cafeinthepark@outlook.com">cafeinthepark@outlook.com</a>
Steiff	Simone	Café in the Park	<a href="mailto:cafeinthepark@outlook.com">cafeinthepark@outlook.com</a>
Decker	Evan	Decksplate (Plant based kitchen and catering)	<a href="mailto:deckdos525@yahoo.com">deckdos525@yahoo.com</a>
Carole	Sharon	Realm Restaurant Group	<a href="mailto:sharon@realmrestaurants.com">sharon@realmrestaurants.com</a>
Savadel	Kat	Realm Restaurant Group	<a href="mailto:kat@realmrestaurants.com">kat@realmrestaurants.com</a>
Goetz	David	SSA Group	<a href="mailto:davidgoetz@thessagroup.com">davidgoetz@thessagroup.com</a>
Newton	Carrie	SSA Group	<a href="mailto:carriewton@thessagroup.com">carriewton@thessagroup.com</a>
Baldwin	Sarah	Tevatan Corp.	<a href="mailto:sarah@tevatancorp.com">sarah@tevatancorp.com</a>
Kuxhausen	Jake	Tevatan Corp.	<a href="mailto:sarah@tevatancorp.com">sarah@tevatancorp.com</a>
Monta	Chris	Tevatan Corp.	<a href="mailto:chris@tevatancorp.com">chris@tevatancorp.com</a>
Gross	Michael	Venice Pier Group	<a href="mailto:mgross2279@gmail.com">mgross2279@gmail.com</a>
Pachota	Justin	Venice Pier Group	<a href="mailto:pshooter16@aol.com">pshooter16@aol.com</a>
Klauber	Michael	BPC Director	

**BPC Request for Proposal- Food and Beverage Concessionaire License**  
**Questions Answers**  
**Vendor Questions - February 22 and 23, 2022**

Justin	Question	This RFP is for Phase 1 - how will other phases be handled.
	Answer	BPC can go back and review RFP for other spaces, and /or request other RFPs. Minimum requirements are included in the document - applicant can include other qualifications and capabilities outside of the Phase 1 Concession.
Jake	Question	After 120 the proposal can be rendered cancelled, correct?
	Answer	Correct
Jake	Question	Will the application funds be refunded if not chosen?
	Answer	Yes
Jake	Question	\$50,000 irrevocable funds - are letter of credit vs. performance and payment bonds an option?
	Answer	To be negotiated with the final proposer.
Jake	Question	What parking will be available for staff?
	Answer	Plenty of parking throughout parking within walking distance 5 mins or less
Jake	Question	Are points available for minorities or locally owned businesses?
	Answer	No
Jake	Question	Where are the forms needed?
	Answer	They are included in Parts I and III
Jake	Question	Asked about insurance and use of umbrella policy
	Answer	Umbrella coverage can be used to makeup for limits not being at minimum on other policies. Ask your insurance provider for questions on Umbrella insurance.
Jake	Question	Asked about liquor liability limits
	Answer	The Limits of the Liquor Liability shall be \$1M for both occurrence and aggregate.
Jake	Question	What signage will be provided or allowed
	Answer	Wayfinding signage throughout the park; advertised and promoted in newsletter, on website, social media. No signage will be allowed on building; A-Frame signage is allowed as detailed inside the RFP. Final signage can be negotiated with final Proposer.
Jake	Question	Is all equipment on the first floor?
	Answer	Yes - condensers for equipment are on roof.
Jake	Question	What equipment will be provided.
	Answer	An equipment list is included in the RFP.
Jake	Question	Statement on importance of keeping restrooms clean.
	Answer	BPC has a commitment to cleanliness.
Jake	Question	Asked about security.
	Answer	BPC has cameras at various locations throughout the Park. Final proper will be fully briefed on security.

## BPC Request for Proposal- Food and Beverage Concessionaire License Questions Answers

Jake	Question	Will opening of proposals be public?
	Answer	Yes
Evan	Question	What will be the hours of operation?
	Answer	TBD - Can be flexible and are open for discussion with final Proposer.
Michael Gross	Question	Kayak and recreation - is this service open to the concessionaire?
	Answer	Not at this time. May have separate RFP for rentals.
Michael Gross	Question	Seating and service - will there be a zone for alcohol?
	Answer	Like open container law, areas are self-policing but limits shall be clearly marked.
Michael Gross	Question	What are the number of seats in mind for opening, and what will be the max?
	Answer	Occupancy is estimated to be 150 in the concession area and oval. We will purchase and provide necessary seating. There will be normal days of operations and separate special events.
Carrie	Question	What are annual park visitor projections.
	Answer	We do not yet have firm numbers, and we will learn together. People counters are in place, and a better determination will be made when we open the first phase of the park. That is why we are flexible on revenue growth.

### Vendor Questions- Emails

Sarah Baldwin, 2.21.22	Question	There are many references to the BPC having decision making power on a number of areas such as music, menus, hiring, uniforms. Similarly, I saw mention that BPC has the ability to terminate the contract with twelve hours notice in certain extreme cases. Can you share information about the governing policy of BPC and how it works? Are there documents that you could share that explain exactly how these decisions are made?
	Answer	These types of terms would be negotiated with the final Proposer with details on what extreme cases means to BPC as well as all the details on the aforementioned items in your question. BPC are looking for a partnership with this Vendor in the sense that they share or understand and support our brand, our mission and vision as stated in the RFP. You can learn more about the BPC governing body through our Partnership Agreement with the City of Sarasota posted here: <a href="https://www.thebaysarasota.org/resources/">https://www.thebaysarasota.org/resources/</a>
Sarah Baldwin, 2.21.22	Question	On page 11, section 10. Am I interpreting it correctly that revenue share is due on the 1st of the month for the previous month? For example, on May 1, revenue share would be due for the month of April? I'm not sure a one day turnaround is feasible with our accounting team but I wanted to clarify.
	Answer	To clarify, it would be due on the 1st one month past the closing of books, for example, Jan 2023, would be due March 1, 2023, etc.

*2/23/22 LD, edited 2/28/22 JS*