



**PORT SAN LUIS HARBOR DISTRICT  
REQUEST FOR PROPOSALS  
FOR  
Retail Market, Deli, and/or Other Related Retail Services**

**Addendum**

**Posted: November 7, 2019**

The following questions have been received:

**1. Is the building space currently ADA Compliant?**

- The ramps must have a railing on both sides, currently they are only on one side.
- One ramp had the last foot of the railing cut off, that would need to be extended if it is to remain an exit.
- Based on the size and occupancy, only one exit is required. So, the exit with the short rail can either be abandoned as an exit or fixed.
- The mirror in the bathroom would need to be lowered to meet ADA.

**2. Is the tenant responsible for the maintenance and repairs of the whole building? Or just inside? Or just outside? Please clarify.**

- Tenant is responsible for the maintenance and repairs associated with the lease site, which would be the interior and exterior of the lease site.

**3. A roof needs maintenance or replacement, who pays and who is responsible?**

- Per the Lease Agreement Template, as provided in Page 17: Required maintenance and repairs conducted by the District, Lessee shall reimburse the District for the labor, equipment, administration and materials expended to perform such work.

**4. The electrical systems fail inside the building, who is responsible and who pays?**

- Per the Lease Agreement Template, as provided in Page 17:
  - Lessee shall be responsible for electrical conduits, conductors, grounding equipment, gas lines and all other associated devices downstream of the electric or gas meter serving the Premises.
  - Lessee shall be responsible for all mechanical equipment, as well as ancillary connections to the equipment, including, but not limited to, **electrical**, gas, water, wastewater, other utility service, vents, drains, supporting structures and aesthetic architectural structures.

**5. If the building needs to be painted as a general maintenance item, then what you are telling me is that The Port San Luis Boatyard and Avila Beach Paddlesports will be getting a bill from the District?**

- The current leases with both Avila Beach Paddlesports and the Port San Luis Boatyard contain the language as it is currently in the Lease Agreement Template (page 17, paragraph 1) regarding

required maintenance and repairs conducted by the District. Roof repairs and exterior building maintenance would qualify as an area that would require maintenance and repair, when/if needed.

- To date, based upon the assessment of the Facilities Department, there have not been any reported issues or maintenance concerns with the roof. The exterior of the building may need paint; however, this maintenance item has not been projected to be completed within this fiscal year, nor is it listed on the 5-year major maintenance/capital projects plan.

**6. Are there any projects in 2020 and beyond that would impact the building for long periods of time (3-6 months in duration)?**

- At this time, the District does not know of any projects in 2020 that would impact the building for long periods (3-6 months in duration).

**7. Which date is the final for submittal of the Proposal? It's relatively self-explanatory that November 25, 2019 would be the date since February 8, 2019 is in the past, but there are some questions. Please clarify for the public.**

- November 25, 2019 @ 4:30 pm is the deadline. See Addendum for additional information: <https://www.portsanluis.com/DocumentCenter/View/4371/Addendum-101819?bidId=>

**8. If a proposal does not include the complete acceptance of the Key Lease Terms will it be considered void and non-responsive? For example. If a proposal is for predominantly a market and it does not include, exactly, a minimum base rent of \$14,000 and a minimum of 7% of gross sales with being open, at minimum, of six (6) days per week throughout the year, will the proposal be void and not considered a valid proposal?**

- The Key Lease Terms outline the minimum the District is seeking in this RFP. If a respondent submits a proposal that does not contain the minimum as outlined in the Key Lease Terms, the proposal will be scored based upon the criteria shown in Section 3.2 Proposal Evaluation Criteria. Furthermore, the District, as stated in Section 2.2, “The District reserves the right to reject any or all proposals or to terminate negotiations, without liability.”

**9. What you are saying is that a proposal will not be thrown out as ‘non responsive’ if that proposal doesn’t contain the exact minimums sought? Only points will be deducted?**

- Respondents must indicate acceptance of the Key Lease Terms and make lease proposal that is consistent with the Key Lease Terms (page 10). Objections to any of the (Lease Agreement and Key Lease Terms) conditions must be presented as part of your proposal (pg. 22). For all proposals, per Section 2.2, “The District reserves the right to reject any or all proposals or to terminate negotiations, without liability.” For proposals that are not rejected, the scoring criteria will be utilized.

**10. Can you answer a 'wording' question for the RFP? It should not put in jeopardy the competitiveness of the RFP I don't think. If you feel it does, either don't answer and we can just ask in the public setting. Just doesn't seem like a 'wording' question would be a big deal.**

- All questions, even those where you are requesting clarification on “wording” are to be sent to the Business Manager.
- Per the RFP, all questions are to be communicated to the Business Manager. Pages 13 & 14 provide information regarding the process for all questions. Communications regarding this RFP with any District Harbor Commission or District staff is not permitted. The Business Manager is the only employee permitted to receive and answer questions regarding this RFP. This restriction ends when contract award notification has been made.

**11. Should we get all the questions we have and submit all at once so we can get answers ASAP. In other words, do we have to wait until oct 7 to get our questions answered?**

- You may submit a list of questions, if you choose. Those questions can be answered prior to the posting; however, those questions and answers will be posted on November 7, 2019.

**12. Thought all questions were going to be answered in the public by Oct 7?**

- See #11.

**13. On Page 11 of the RFP it states in the 'Maintenance/Repairs' section: 'During the term of the Lease, the tenant shall be responsible for all improvements, maintenance, repairs, and operating expenses associated with the lease site.' Does this apply to the outside of building? Does this apply for the inside of the building? Or does this apply to both?**

- See #2, 3, 4 for answer.

**14. Can we submit our questions via email, or do they have to be mailed to the office?**

- Questions can be submitted to the Business Manager via email.

**15. What repairs and maintenance tasks are to be included in the exterior responsibility? Who decides when those repairs and tasks need to be done?**

- The Lessee's obligations and determinations for required maintenance and repair are shown on page 16-18 of the Lease Agreement Template as it relates to the Lease area.
- In summary, it is at the sole cost and expense of the Lessee to maintain the Premises and all Premises' improvements, in a condition acceptable to the District. For required maintenance and repairs conducted by the District, the Lessee shall reimburse the District for the labor, equipment, administration and materials expended to perform such work.