

**RFP RESPONSES  
Food Vendor for Cherry Street Pier  
October 26, 2020**

**Q. Will the vendor need to provide Liquor & General Liability insurance? \$1M/\$2M sufficient limits?**

A. DRWC requires a minimum insurance coverage of \$2M/\$5M for general liability and \$1M/\$2M for liquor liability.

**Q. Could there be an opportunity to extend the lease beyond one year without having to issue another RFP?**

A. DRWC is amenable to discussing an extension term with the selected respondent. However, any extension term would be at the sole discretion of DRWC.

**Q. Provided the vendor agrees to a \$250,000 minimum can the vendor propose a different percentage of gross receipts?**

A. DRWC is willing to consider reasonable and different revenue proposals provided that the proposal(s) meets DRWC's revenue goals, best serves the Central Delaware Waterfront and Cherry Street Pier (CSP), and provides the respondent the best chance of success.

**Q. Provided the vendor agrees to a \$250,000 minimum can the vendor propose an allocation of the revenue-sharing fee of 25% of gross sales toward capital improvements and/or entertainment and programming expenses related to the restaurant?**

A. DRWC is willing to consider reasonable and different revenue proposals provided that the proposal(s) meets DRWC's revenue goals, best serves the Central Delaware Waterfront and CSP, and provides the respondent the best chance of success.

**Q. Provided the vendor agrees to a \$250,000 minimum can the vendor propose a different percentage of gross receipts as the sales increase?**

A. DRWC is willing to consider reasonable and different revenue proposals provided that the proposal(s) meets DRWC's revenue goals, best serves the Central Delaware Waterfront and CSP, and provides the respondent the best chance of success.

**Q. Provided the vendor agrees to a \$250,000 minimum can the vendor propose to off-set the revenue-sharing fee of 25% of gross sales with other percentage-based fees (credit card fees, gross receipts tax, management fees)?**

A. DRWC is willing to consider reasonable and different revenue proposals provided that the proposal(s) meets DRWC's revenue goals, best serves the Central Delaware Waterfront and CSP, and provides the respondent the best chance of success.

**Q. Is the lease for the exclusive food and beverage vendor for Cherry Street Pier?**

A. The opportunity is exclusive for selected areas of the pier. In addition, Cherry Street Pier hosts free public events that may include a food component, including farmers markets.

**Q. What portion of Cherry Street pier is for the exclusive use of the restaurant?**

A. DRWC will discuss with selected respondent what various areas of the pier will be available.

**Q. Is the lease for 365 days? Will the restaurant need to close for any public or private events? How many times a year? Will the vendor be compensated for the loss of revenue resulting from being required to close?**

A. On occasion, there may be times when the pier will be closed to the public for charitable events. Restaurateur will be given sufficient notice of such of such occasions. Details will be negotiated with selected respondent.

**Q. Will DRWC remain responsible for the maintenance and upkeep of the restaurant during the lease period?**

A. DRWC will maintain the infrastructure of the pier including electric, lighting and landscaping. Maintenance of restaurant specific equipment and cleaning will be the responsibility of the restaurateur.

**Q. Are the four (4) references professional, trade, or personal?**

A. DRWC will accept a mix professional, trade, and personal references with a preference toward the restaurant/food and beverage concession industry.