



Duck Club Yacht Club

Food and Beverage Operations

Request for Proposal

Representative: Tim Johnson, Vice Commodore

October 1, 2024

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Introduction

Duck Club Yacht Club is soliciting proposals from experienced and capable parties interested in operating the Duck Club Yacht Club Food and Beverage Operation. The successful respondent will be responsible for providing food, beverage, and banquet services to members and their guests; and operating and maintaining restaurant facilities (kitchens, dining areas, restrooms, pool deck, and gazebo areas).

The proposing individual or company shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation, and document compliance with appropriate laws and regulations. The selected operator shall demonstrate the ability to implement a program that will meet or exceed the objectives of the Club as well as incorporate innovative ideas that are appropriate for this operation.

Overview of Duck Club Yacht Club

Duck Club Yacht Club is a Missouri non-profit corporation which functions under the condominium association laws (“dockominium”) of Missouri. It is located at 6257 State Hwy. V in Northern St. Charles County, Missouri.

Duck Club Yacht Club is comprised of full members which are owners of the individual docks as well as the common grounds. Duck Club also has “social” members who pay annual membership fees. All members (both owners and social members) currently have quarterly minimums (all but the first quarter) of \$200/quarter for each dock owner and \$250/quarter for each social member.

The Duck Club Yacht Club is a distinctive yachting community of discriminating yacht owners who prefer exacting standards of quality and exceptional value. Our yachting community believes in the benefits of conformity, the benefits of a disciplined and well-ordered marina and respects nautical tradition. We believe our marina is the showcase for our fine vessels and should exhibit the pride we have in our vessels and in the fleet.

The Marina consists of 114 boat slips which are forty (40) to seventy-five (75) in length. In addition to slip owners the club welcomes a limited number of social members who also enjoy the Club’s many amenities. Our amenities requiring Food and Beverage service are our Dining Room, Bar/Lounge area, Banquet/Party Room for special occasions, Pool Deck and Gazebo Bar. Minimal revenue is guaranteed as both our slip owners and social members have quarterly minimums which must be met during the operating season from March until December (\$200 owner / \$250 social member)

Contract Coordinator / Questions

Proposers are requested to submit any questions via email no later than Friday, November 15, 2024 to the Duck Club Yacht Club Vice Commodore (vicecommodore@duckclubyachtclub.com). No telephone inquiries will be accepted. All answers will be responded to via email. The Duck Club Yacht Club reserves the right to include questions and responses in written addendums, as deemed necessary.

Vendor Required Information

Background information regarding your company and your plans for the Club Food and Beverage Operation should include, but not be limited to, the following:

1. The duration and extent of experience in the operation of restaurant/bar/banquet and meeting facilities, preferably at a country club facility. List similar businesses if applicable.
2. Description of your company's proposed business approach for the Duck Club's Food & Beverage Operation including operational strategies; staffing plans; customer service plans; facility maintenance plans; and any other pertinent information that would enable the Duck Club to assess your proposal.
3. Your proposed plans for advertising, marketing, and promoting the Duck Club's Food & Beverage Operations to the membership, including weekly specials and special menus.
4. Proposed types of menus and general pricing targets. Menus should include soup/salad, appetizer, lunch, dinner, children's, and late night options.
5. The name of the person(s) who will be responsible for your company's on-site operation at the Duck Club along with his/her experience.
6. Your plans, if any, for facility refurbishment or improvements to the Duck Club's operations or facilities.
7. Plan for hiring/retaining/terminating employees of the previous operator.
8. Any other relevant information that will support your proposal.

Objective of the Request for Proposals

The objective of this Request for Proposals is to award an initial two (2) year Agreement (hereinafter "Agreement"), renewable at Duck Club Yacht Club's sole discretion. The renewal option of the Agreement may be advanced prior to the two (2) year termination date depending upon how well the Contractor has been able to demonstrate the following: 1) successful provision of superior service and above average quality food and beverage item; 2) consistent cleanliness and maintenance of the premises; 3) level of investment in facility improvements; 4) level of patron satisfaction, and 5) the proposed level of revenue to Club.

The operator will be expected to accomplish the following:

- Provide food, beverage, and banquet services that meet or exceed the needs and expectations of Duck Club Members and their guests.
- Provide outstanding professional service at reasonable prices.
- Assess, provide, and install all necessary furnishings, facility upgrades, and equipment to create an attractive and inviting facility.
- Display awareness of the needs of our members and their guests.
- Reach out to our members through effective marketing and advertising with particular emphasis on electronic marketing and communication with customers (i.e., social media)
- Work in unison with the Vice-Commodore, Restaurant Committee, and Board of Directors to ensure the best experience for our members and their guests.

Scope of Services

The selected purveyor will:

- Have demonstrated experience in the development and provision of food and beverage service, including both restaurant and banquet related activities.
- Possess the knowledge and ability to meet the legal requirements that are involved in this type of operation, including obtaining all necessary permits/licenses necessary for the provision of services.
- Demonstrate adequate financial strength to replace equipment, furniture, and fixtures to sustain operations as deemed necessary or required.
- Be eligible and qualified to obtain and maintain a proper Liquor License for the operation, issued by of Missouri Department of Public Safety Alcohol and Tobacco Control Division.
- Comply with all applicable rules and regulations adopted by the Town, and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to selected Proposer's operations of the restaurant.
- Be in full operation to provide food and beverage service no later than a certain time period negotiated between Duck Club Yacht Club and Contractor following the date of the contract award. Duck Club Yacht Club reserves the right to extend this time frame if necessary.
- Provide business and marketing plans for the Restaurant and the food and beverage services prior to operations

Personnel Requirements

The selected Proposer shall:

- Employ a qualified full-time on-site manager with experience in the management of this type of operation. In addition, the selected purveyor shall provide sufficient employees in order to provide outstanding service. The selected purveyor shall ensure that employees are distinctively uniformed or appropriately attired on a consistent basis, including name tags.
- Interview previous purveyor's employees for possible retention if they apply.

Operations

The selected operator shall not undertake in any activity which interferes with the operation of the marina. The selected operator shall:

- Coordinate activities with the Vice Commodore, Board of Directors, and Restaurant Committee. Operator shall be required to open the restaurant for business every Friday, Saturday, and Sunday from Mid-March through Mid-December. During the "peak" season (Memorial Day through Labor Day) dinner service on Thursday evenings is required.
- Attend and participate in all meetings initiated by the Restaurant Committee and/or requested of the Board of Directors. Maximum of 2 per month, typically one.
- Pay, before delinquency, all taxes, assessments, and fees assessed or levied for operation of the Club food and beverage concession.

Food and Beverage Services

The selected purveyor shall:

- Provide a wide variety of food and beverage services in a manner that ensures a high-level of service and quality to members and their guests. Food and beverage services shall be provided, based on demand, on a set schedule (terms to be finalized during negotiation process). At a minimum, it is expected that the Proposer provide the following:
 - full-service sit-down luncheon and dinner
 - full pool service bar with food
 - banquet services

Proposers may submit recommendations for additional services and operating hours as part of the proposal with the understanding that the final determination will be made during negotiations.

Style of menu and general range of prices are subject to approval by Club.

- Maintain all food service areas and equipment in a safe and sanitary manner.
- Provide employee training and protect the Duck Club Yacht Club brand. Although the Food and Beverage Operation Management and staff are not employed by Duck Club Yacht Club, they do represent the Duck Club Yacht Club. This representation must uphold the highest customer service standards possible.

Alcoholic Beverages

The successful proposer shall be responsible for obtaining and maintaining in good standing a proper Liquor License for such operation as issued by the State of Missouri Department of Public Safety Alcohol and Tobacco Control Division, and shall obtain all necessary bonds, approvals, authorizations, and Liquor Liability Policies for the serving of alcoholic beverages. If for any reason the Missouri Department of Public Safety Alcohol and Tobacco Control Division should revoke approval to serve alcoholic beverages at the Premises during the term of the agreement, the agreement may be terminated at the sole discretion of Club with Duck Club Yacht Club incurring no liability or responsibility for losses or damages whatsoever suffered by the operator.

Recordkeeping

The Duck Club Yacht Club shall require that all sales be recorded by means of a computerized point of sale system (POS). System records shall be available to Club for internal audit purposes at any given time. The Vice Commodore shall be provided monthly financial information (P&L, member spend, etc.) no later than 5 business days after month close, both quarterly and annual financial information (P&L, member spend, etc.) no later than thirty (30) days after the close of the quarter business year, and a copy of the business's federal tax return no later than 15 days after filing.

The selected purveyor shall maintain permanent bookkeeping and accounting records at the premises. Such records and accounts, including any sales tax reports that may be required to be furnished to any governmental authority, shall be open at all reasonable times to the inspection of Club or Club's authorized auditor or authorized representative, with prior notice and during business hours.

Fixtures, Furnishings and Equipment

The Association shall provide Purveyor with its existing kitchen facilities, furniture, fixtures, and equipment (the "Kitchen Equipment") for use by the Purveyor in the performance of Purveyor's duties outlined by this Agreement. The Association may, from time to time, provide additional equipment as it deems necessary for the Purveyor's use. The Association shall provide Purveyor with an initial set of chinaware, glassware, flatware, serving ware and similar utensils for use by Purveyor in the performance of its obligations, hereunder, and a listing (inventory) of all such serving equipment (Exhibit C). Purveyor shall take responsible and proper care of the Kitchen Equipment and keep the same in a neat, orderly, and clean condition. Purveyor will replace or repair, at Purveyor's expense, any chinaware, glassware, flatware, serving ware and similar utensils which may be lost or damaged in the operation of the food and beverage service. The Association shall retain ownership of all established equipment that is on premises.

Improvements, Maintenance and Repairs

Duck Club Yacht Club will provide the premises in as-is condition and provide ongoing maintenance of:

- Repairs and replacement of the swimming pool and its equipment as well as the chemical treatment of the water in the pool.
- The Amenities physical plan and building and structural systems.
- All landscaping.
- Repairs or replacement of all heating, ventilation, and air conditions equipment (HVAC equipment).
- The built-in kitchen equipment owned by the Association which are fixtures.
- All interior and exterior woodworking and painting.
- Pest Control

The selected Proposer shall be responsible for:

- All maintenance of interior areas and surfaces of the premises, including restroom custodial services; all exterior areas where food and beverage may be served; all fixtures, furnishings, and equipment, whether provided by Club or the concessionaire; all plumbing, electrical, flooring, walls, ceilings, interior doors, maintenance, and repair of the mobile beverage cart; maintenance of all storage areas; and the refuse bin area located in the parking lot. The selected proposer will be required to submit a schedule for both routine maintenance services, e.g., custodial services, trash removal, etc. as well as interval maintenance services, e.g., carpet cleaning, window cleaning, etc.
- Any alterations, upgrades or capital improvements to the premises must first be submitted to Club for approval. All improvements made to the premises will remain upon termination of the agreement

Response Requirements

Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. The proposal shall be written in sufficient detail to permit Duck Club Yacht Club to conduct a meaningful evaluation of the proposed services.

All Proposals must contain the following:

Cover Letter

Proposers are to include a cover letter indicating the contact information for the entity proposing.

Include at a minimum:

1. Key names, including title and position.
2. Name of business entity and its legal designation, i.e. corporation, limited partnership, sole proprietor, etc.
3. Complete mailing addresses
4. Contact information (telephone, fax and email addresses and cell numbers as appropriate)
5. A statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions.

Proposal Items

Proposers are to submit complete, detailed responses to all the Proposal Items.

1. Proposed Business Plan
 - a. Please describe your customer service philosophy.
 - b. Provide a brief description of your creative ideas to provide first-rate service to our members and guests. What will draw our members to your services? What will keep them coming back? What will be your specialty?
 - c. Provide a staffing plan to include Restaurant, Bar and Pool Deck service.
 - d. Provide a proposed menu with prices for all items and services.
 - e. Provide a statement regarding your ability to provide catering for large parties and banquets.
 - f. Provide a beverage plan including sample specialty cocktails.
 - g. How will you monitor member satisfaction?
 - h. Provide a detailed schedule of the maintenance for both premises and equipment.
2. Qualifications and Experience
 - a. Full Resume of all key operators listing all experience in restaurant operation or catering.
 - b. Provide information about your experience and current relationships with food & beverage suppliers.
 - c. Provide 3 references, preferably others with whom you have contracted in the last 5-10 years.
 - d. Explain what experience you and your team have provided in concession services at marinas, country clubs or similar venues. Please be specific in terms of length of experience (years, seasons) and roles (owner, supervisor, cook, etc.).

- e. Have you ever failed to complete any work awarded to you or defaulted on a contract? If so, please explain.
3. Background Information
 - a. Name and address of legal entity submitting the proposal.
 - b. Name and address of principal officers and all owners of proposing organization.
 - c. Legal status of proposing organization (i.e., corporation, partnership, sole proprietor)
 - d. Please describe the proposing organization in terms of size, longevity, areas of specialization, and any other information that the Duck Club Yacht Club can use to come to an opinion about the stability and fiscal strength of the organization.
 - e. Please provide bank references
 - f. Will you upon request be able to fill out a detailed financial statement and furnish any other information that may be required by Duck Club Yacht Club?

Pre-Proposal Site Visit

Prior to submitting a proposal, all potential purveyors must schedule a site visit/walkthrough of the Duck Club Yacht Club amenities. To schedule a site visit please contact Tim Johnson, Vice Commodore at 636-795-4009.

Contract Coordination / Questions

Proposers are requested to submit any questions via email no later than November 8 to the Vice Commodore at vicecommodore@duckclubyachtclub.com. Duck Club Yacht Club reserves the right to issue questions and responses in the form of written addendums.

Other than the contact identified in the proposal, prospective respondents shall not approach Club employees or members during the period of this RFP about any matters related to this RFP or any qualifications listed. **NON- ADHERENCE WILL RESULT IN A DISQUALIFICATION OF PROPOSAL.**

Proposal Submittal Information

Provide one (1) printed copy and one (1) electronic copy no later than November 15, 2024 by 4:30 p.m. The original copy must be signed by a representative authorized to bind the company. Proposals submitted only by facsimile or email or those submitted after the date and time will not be considered.

The complete proposal package shall be placed in a sealed envelope or box labeled "Proposal for Duck Club Yacht Club Food and Beverage Operation" and clearly identified with the name and address of the Proposer on the outside.

Deliver Completed Proposals to:
Duck Club Yacht Club
ATTN: Tim Johnson – Vice Commodore
6257 Hwy V
Saint Charles, MO 63301

Club may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process.

Duck Club Yacht Club reserves the right to request and evaluate additional information, including background and financial standing from any respondent after the submission deadline as Club deems necessary. Club reserves the right to verify the information received in the proposal and perform any investigations to determine the ability of the Proposer to perform under this RFP. If a proposer knowingly and willfully submits false information or data, Duck Club Yacht Club reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, Club reserves the right to terminate the Agreement.

All proposals submitted in response to this RFP become the property of Duck Club Yacht Club. Information in the proposal, unless specified as trade protected, may be subject to public review. Proprietary information submitted in response to this RFP will be handled in accordance with the Missouri Public Records Act.

Any submitted proposal shall in its entirety, remain a valid proposal for twelve (12) months after the proposal submission date.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive.

Attachment: Contractual Provisions

Term

The initial term of the agreement is for one two (2) year period with an additional two (2) year renewal options exercisable at Club's sole discretion. The renewal option of the Agreement may be advanced prior to the two (2) year termination date depending upon how well the Contractor has been able to demonstrate the following: 1) successful provision of superior service and above average quality food and beverage item; 2) consistent cleanliness and maintenance of the premises; 3) level of investment in facility improvements and 4) level of patron satisfaction.

Hours of Operation

The restaurant, bar area, and restrooms shall be required to be open every Thursday, Friday, Saturday, and Sunday during the boating season (mid-March – early December) for dinner service every evening and lunch service Saturday and Sunday. Dinner service must be provided until at least 10:00 PM except on Sunday until 9:00 PM. The operating hours for pool deck and gazebo service shall be Saturday and Sunday from Noon until 6:00 PM from Memorial Day to Labor Day depending on weather conditions.

Insurance

Lessee shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Comprehensive Casualty & Liability Commercial coverage.
2. Workers' Compensation Insurance as required by the State of Missouri and Employer's Liability insurance.
3. Property insurance against all risks of loss to any tenant improvements or betterments.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

General liability: \$2,000,000 per occurrence for personal injury, death, or property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

Property Insurance: Full replacement cost with no coinsurance penalty provision.

Liquor Liability: "Dram Shop" insurance as required by law.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The Duck Club Yacht Club, its elected and appointed officials, employees, and agents are to be named as an “additional insured” with respect to liability arising out of use of Club’s property.
2. Purveyor’s insurance coverage shall be primary insurance as respects the Duck Club Yacht Club, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the Duck Club Yacht Club, its elected and appointed officials, employees, or agents shall be in excess of Lessee’s insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) day’s prior written notice has been provided to the Club.
4. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VI, unless otherwise acceptable by Club.
5. Duck Club Yacht Club shall maintain fire and extended first party insurance coverage with limits equivalent to the full replacement cost of the Premises and all Club-owned equipment, including coverage for replacement cost to current code.

Verification of Coverage

Purveyor shall furnish the Club with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Club, or on other than the Club’s forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Club before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The Club reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Permits / Licenses

Purveyor shall obtain all permits and licenses required by the laws of any federal, state, or other governmental agency to allow Lessee to meet its obligations under the agreement. Purveyor shall maintain its liquor license allowing sale of beer, wine, and alcoholic beverages and keep it in effect during the term of the agreement. If Purveyor fails to maintain its proper license, the Club may, at its discretion, terminate the agreement upon written notice to Lessee.

Taxes

The purveyor shall pay all taxes of whatever character which may be levied or charged upon purveyor to use the property, including personal property situated in the premises. Purveyor is not required to pay personal property taxes for property owned by the Duck Club Yacht Club.

Equal Opportunity

The purveyor will not discriminate, exclude from participation, or deny benefits against any employee or applicant for employment due to race, color, religion, sex, age, national origin, sexual orientation, political affiliation, handicap, or national origin, or any other protected class. Purveyor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations and management relations for all employees under this agreement.

Indemnification

Purveyor agrees to hold harmless and indemnify Duck Club Yacht Club and its officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising from performance of this agreement by purveyor, including claims, loss, liability, damage, and expense caused or claimed to be caused by passive negligence of Club and its employees. Purveyor agrees to defend Club or its employees against any such claims. This provision does not apply to claims, loss, liability, damage, or expense arising from the sole negligence, willful misconduct, or active negligence of the Club. Club shall indemnify, defend, and hold Purveyor harmless from any claims arising from the sole or active negligence of Club and those claims arising from the use of the exterior areas maintained by the Club.

Subcontractors / Assignment

The Club will rely on the personal experience and past performance of the Purveyor when entering into this Agreement. No portion of the work shall be sublet, assigned, or transferred to a subcontractor without the written approval of the Club.

RFP Application Form

Company Name: _____

Manager Name(s): _____

Business Address: _____

Phone: _____

Email Address: _____

By submitting this proposal, you agree to the terms and conditions as outlined in the Request for Proposals (RFP)

SIGNATURE OF APPLICANT(S):

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

Name: _____