



Ocean Pines Association
Request for Proposals (RFP)
Management of Ocean Pines Food and Beverage Facilities

RFP Release Date: September 13, 2024

Questions & Inquires Deadline: October 4, 2024

Proposal Submission Deadline: October 18, 2024, 12:00 p.m.

I. Overview

The Ocean Pines Association (Owner) invites proposals from qualified firms to manage three premier food and beverage facilities: the Ocean Pines Yacht Club, Ocean Pines Beach Club, and the Clubhouse Bar and Grille. The selected Manager will be responsible for the complete operation of these facilities, including food and beverage services, janitorial services, banquet functions, special events, and any other related activities.

Inquiries concerning the bid should be directed to:

Ocean Pines Association
John Viola, General Manager
239 Ocean Parkway
Ocean Pines, Maryland 21811
jviola@oceanpines.org

II. Scope of Services

The Manager shall oversee all aspects of the day-to-day operations of the Facilities, ensuring a high standard of service and customer satisfaction. The responsibilities include, but are not limited to:

1. Management and Operations:

- Manage, control, and operate the food and beverage services, including service from the Yacht Club to the Yacht Club Pool.
- Implement and maintain all janitorial services within the Facilities.
- Oversee banquet functions at all three Facilities (weddings, anniversaries, etc.) and special functions, coordinating with the Owner as needed.
- Manage live entertainment at the Yacht Club from Thursday through Sunday, Memorial Day to Labor Day, with no cover charge for live entertainment on the Yacht Club patio.

2. Menu and Pricing:

- Determine the menu, portions, and prices for all items sold.

- Ensure quality and variety that meets the needs and expectations of the Ocean Pines community and visitors.

3. **Staffing:**

- Hire and manage all staff, ensuring they are properly trained and present a professional demeanor at all times. All staff shall be employees of the Manager and therefore paid by the manager.

4. **Banquets and Events:**

- Responsible for the booking, pricing, coordination, and execution of all banquets and special events.

5. **Facility Maintenance and Equipment:**

- Maintain and repair all provided fixed assets and equipment according to a depreciation schedule or as needed, with a 50/50 cost split with the Owner if a fixed asset is replaced prior to the end of the useful life.
- Oversee housekeeping and sanitation of all food preparation, storage, service, and dining areas. Manager would also be responsible for cleaning the windows, walls, ceilings, lighting, ventilation systems, grease tops, and pest control.
- Owner agrees to repair and maintain in good order and condition, ordinary wear and tear excepted, the roof, roof drains, exterior walls, utility lines outside the Food & Beverage Operation areas (except for sewer lines clogged by grease or other F & B Operator-created problems), foundations and structural portions of the Yacht Club, Beach Club, and Clubhouse Grille buildings, and the air conditioning, heating, and plumbing systems, and fire suppression system serving the Food & Beverage Operation areas. The Manager is responsible for repair of damage caused by the Food & Beverage Operator, its employees, agents, contractors, customers, licensees or invitees to the Food & Beverage Operation; maintenance, repair and replacement of any plumbing (including grease trap, if applicable), electrical, air conditioning/heating system or equipment inside the Food & Beverage Operation which, whether connected directly to the building's system or not, were installed by F & B Operator specifically to serve the Food & Beverage Operation; interior repainting and redecoration, whether or not caused by, or growing out of any breakage, leakage or defective condition of the

electric wiring, air conditioning or heating pipes and equipment, closets, plumbing, appliances, sprinklers, other equipment, or other facilities serving the Food & Beverage Operation; glass cleaning; and janitorial services for the Food & Beverage Operation areas. Owner shall maintain the Golf Course Area, except for any damage caused by, resulting from, or in any way arising out of, Food & Beverage Operator's operation or use of the Food & Beverage Operation areas.

6. Schedule of Operations:

- Manager shall operate according to the schedule outlined below, unless otherwise approved by the Owner:
- **Yacht Club:**
 - Open seven days a week from May 1 to September 30.
 - Reduced schedule of a minimum of three days a week from October 1 to April 30, except for Banquets.
 - Closed from January 2 to Super Bowl Sunday, except for Banquets.
 - Normal hours of operation: 11:00 a.m. to 10:00 p.m.
- **Beach Club:**
 - Open seven days a week from Memorial Day weekend to Labor Day.
 - Normal hours of operation: 11:00 a.m. to 6:00 p.m.
- **Clubhouse Grille:**
 - Open seven days a week from March 15 to November 30.
 - Reduced schedule (December 1 to March 14) of a minimum of three days a week, with weekends open through NFL Playoffs.
 - Normal hours of operation: 8:00 a.m. to 6:00 p.m.

7. Point of sales software and accounting

- Manager shall provide the point-of-sale software and hardware for use along with all accounting services.

III. Facility Description: on-site review of each facility will be available to all applicants upon request to the General Manager at jviola@oceanpines.org and must be scheduled prior to submission date.

Ocean Pines Yacht Club

(1 Mumfords Landing Road, Ocean Pines):

A 20,882sq.ft.waterfront venue (10,441 sq. ft. 1st floor/patio and a 10,441 sq. ft. 2nd floor) offering picturesque views, full-service dining (inside and outside), 3 bars (2 inside and a 576 sq. ft. outside tiki bar), and hosting various events throughout the year, including an on-site banquet area upstairs with a full-service bar. Capacity: 242 (1st floor); 224 (2nd floor banquet seating plus bar and outside deck).



Ocean Pines Beach Club

(4905 Coastal Highway, Ocean City):

A 4,608 sq. ft. seaside retreat (2,304 sq. ft. 1st floor and 2,304 sq. ft. 2nd floor) in Ocean City with a full-service bar and grill, outdoor pool, and ocean views. A second floor is also available for hosting events and banquets. Capacity: 250 inside and outside (first floor), 166 banquet area (2nd floor).



Clubhouse Bar and Grille

(100 Clubhouse Drive, Ocean Pines):

A 1,591 sq. ft. relaxed dining spot overlooking the Ocean Pines Golf Club, ideal for both golfers and non-golfers. Adjoining meeting room (1,209 sq. ft) available for hosting events and banquets. Capacity: 150 plus outside deck and patio.



IV. Proposal Requirements:

Proposals must include a detailed operational and business plan for managing the facilities, including the following:

1. **Operational business plan and quantified financials.**
2. **Management Approach:** Description of how you will manage the facilities, including staff structure, training, and quality control.
3. **Menu and Pricing Strategy:** Proposed menu with pricing, and how it will cater to the community.
4. **Banquets and Events Plan:** Approach to booking, pricing, and executing events.
5. **Facility Maintenance Plan:** Outline your strategy for maintaining the provided equipment and overall facility cleanliness.
6. **Entertainment Schedule:** Plan for live entertainment at the Yacht Club, in compliance with RFP stipulations.
7. **Financial Proposal:** Include a monthly facility rental fee plus commission structure. RFP responders may propose any financial/compensation structure deemed appropriate by the RFP responder, and OPA will give due consideration to the proposed structure.
8. **Revenue Proposal:** The proposal shall include a revenue proposal , or any hybrid scenario that you propose, for the five (5) years of the proposed contract on an annualized basis, as follows:

Year One \$ _____

Year Two \$ _____

Year Three \$ _____

Year Four \$ _____

Year Five \$ _____

Please quantify in \$ what the return to owner would be on an annual basis. RFP responders may propose any revenue structure deemed appropriate by the RFP responder, and OPA will give due consideration to the proposed structure.

9. **Experience/Qualifications:** including at least 3 references.
10. **Books and records:** The Manager will maintain books and records that will be available for inspection and review by the Owner.

11. **Insurance:**

11.1 At all times during the Term hereof, Manager shall maintain the following insurance, with respect to the Facilities:

(a) Building, contents and business interruption insurance covering loss of income are included under the master Owner policy;

(b) Commercial general liability insurance in an amount not less than a combined single limit of \$5,000,000 for each occurrence in or about the Facilities, for personal injury and death and property damage, as well as coverage for products and completed operations, in such amount against all claims arising out of alleged: (i) bodily injury, (ii) death, (iii) property damage, (iv) assault or battery, (v) false arrest, detention or imprisonment or malicious prosecution, (vi) libel, slander, defamation or violation of the right of privacy, (vii) wrongful entry or eviction, (viii) liquor law or dram shop liability, (ix) food poisoning; and (x) any employment-related claims; needs to include not less than \$1,000,000 in liquor liability coverage; Owner should be listed as "Additional Insured" on Manager's policy; Manager should list the designated premises of the Yacht Club, Beach Club and Tern's Grille to their policy;

(c) Manager is required to carry a separate employment practices policy in an amount not less than \$1,000,000, in addition to Owner's employment practices policy;

(d) Worker's compensation and Maryland State long-term disability coverage insurance in amounts not less than the amounts prescribed by applicable laws and employer's liability insurance in an amount equal to not less than \$500,000 (and scheduled under the commercial general liability insurance policy and listed on the umbrella policy); and

(e) Manager's umbrella policy needs to "sit over" their general liability, liquor liability, employment practices and worker's compensation policies.

11.2 All insurance required by Section 10 shall be in such form and with such companies as shall be reasonably satisfactory to Owner. Any insurance may be provided under blanket policies of insurance. All property damage insurance maintained pursuant to this Section shall be in the name of Owner (it being

agreed that Manager shall have no interest therein and shall not be named as a loss payee thereunder).

11.3 Owner shall be named as an additional insured on all Manager's insurances policies required under this section.

V. Timeline and Submission Instructions

The Association anticipates the following general timeline for this RFP. The anticipated schedule may be changed if it is in the Association's best interest to do so.

RFP Release Date	September 13, 2024
RFP Questions and Inquiries Deadline	October 4, 2024
RFP Responses sent to all applicants by	October 11, 2024
RFP Due Date	October 18, 2024 by 12:00 p.m.
Evaluation of Proposals	October 18-25, 2024
Recommendation presented to Board of Directors	October 26, 2024
Announcement of Awarded Proposal	TBD
Contract negotiation, preparation, and execution	TBD
Contract Start Date	May 1, 2025

Qualified applicants shall submit one (1) original copy in a sealed envelope and one (1) electronic copy via email to: Ocean Pines Association, Attn: John Viola, 239 Ocean Parkway, Ocean Pines, Maryland 21811; email: jviola@oceanpines.org. Proposals shall be received no later than 12:00 noon on Friday, October 18, 2024.

VI. Selection Criteria

All proposals submitted by the deadline and deemed complete will be evaluated. Any firm submitting a proposal may be required to provide additional detailed information.

Proposals will be evaluated based on the following criteria:

1. Experience in managing similar facilities, with reference provided of customers who are similar size and scope.
2. Quality of the proposed management business plan.
3. Financial terms, including proposed revenue structure, proposed rental fees and commission as a percentage paid to Owner. If you propose an incentive-based fee structure, please explain.

4. Ability to meet the operational schedule and other RFP requirements.
5. Menu format, variety of features of the proposed operation.
6. Resumes (or job descriptions) of on-site managers proposed, if available.
7. Proforma statement of operations.
8. Describe point of sale hardware and software that will be utilized for the operation of each facility and integration among systems.
9. Include details as to insurance policies/coverages to be carried by RFP responder.
10. Include identity of payroll service provider.
11. Include liability risk management plans and approaches.
12. Include copy of your company's written personnel policy manual, if one exists.
13. Any additional information, as an attachment hereto, that may be considered pertinent that indicate capabilities of the manager to operate and manage a Food & Beverage service.

VII. Communications regarding Proposals

RFP responders are advised that from the date of release of this RFP until the recommendation of an award of the contract is made to the Board, all communications from RFP responders to OPA shall be directed to John Viola, OPA General Manager, or other designees of Mr. Viola (which may include OPA employees Steve Phillips and Linda Martin).

VIII. Conflict of Interest

RFP responders must, within their submitted proposal, disclose any and all known business, familial, or contractual relationships between the RFP responder and/or its owners, on the one hand, and any executive level employees or Board members of OPA, on the other hand.

IX. Other Conditions and Reservations

1. No binding contract shall exist or be created between any RFP Responder and OPA, and OPA shall not become legally or equitably obligated to any RFP

Responder, until a written and signed Contract is entered into between the RFP Responder and OPA.

2. As stated above, after the OPA Board approves the selection of the Awarded Proposal, the selected RFP Responder and OPA will engage diligently and in good faith in negotiations to arrive at a final, written contract, which contract shall incorporate the business terms and conditions set forth in the Awarded Proposal, and will contain such other terms and conditions as deemed appropriate and/or necessary in the discretion of OPA (and as agreed to by the RFP Responder).
3. In the course of contract negotiations (and formation of the contract between the RFP Responder and OPA), the RFP Responder shall not be permitted to deviate in any material way from the content, terms, and conditions of its Awarded Proposal (as amended during the RFP process).
4. In the event that the selected RFP Responder and OPA are unable, after good faith efforts, to timely agree on all terms and conditions of the contract, either the OPA or the selected RFP Responder may withdraw from the negotiation process, and if that occurs, OPA may select a different RFP Responder that submitted a proposal, may solicit new or additional proposals from interested persons, or may take other steps it deems necessary and/or appropriate, in its discretion, to secure a food and beverage manager/contractor for the subject OPA facilities.
5. Submitted proposals shall remain confidential at all times, in order to protect what may be proprietary information of RFP Responders as contained therein, and also pursuant to section 11B-112(a) (2) (iv) of the Maryland HOA Act. Any contract ultimately entered into between an RFP Responder and OPA shall not be confidential, but rather shall be considered a business record of OPA subject to disclosure to OPA members pursuant to a properly submitted record request. Notwithstanding the foregoing, be advised that submitted RFP proposals may be read/reviewed fully by OPA Administration staff, members of the OPA Board, and OPA legal counsel, and RFP Responders, by submitting a proposal, consent to such persons having access to the submitted proposal.
6. Each RFP Responder, by virtue of submitting a proposal, certifies that their proposal is made, formulated, and submitted without any previous understanding, agreement, or connection with any other person, firm, or corporation submitting a proposal, and without knowledge of the content of

other submitted proposals. Each RFP Responder, by virtue of submitting a proposal, further certifies that their proposal is made, formulated, and submitted without collusion, fraud, or other illegal action.

7. OPA reserves the right to select any proposal on the basis of what is deemed in good faith to be in the best interest of OPA; no single selection criteria/consideration shall be controlling; the selection criteria as listed above are in no particular order of priority or emphasis; other criteria not listed above may be considered by OPA in selecting the winning proposal.

GENERAL INFORMATION

Company Name: _____

Address: _____

Primary Contact:

Name: _____

Position: _____

Telephone: _____

Email: _____

Form of Business:

- Sole Proprietorship
- Corporation
- Partnership
- Joint Venture
- Other (please specify) _____

Name, address, and percentage ownership of persons owning a five percent (5%) or greater beneficial interest in the RFP responding entity. If none, so state. Manager must identify individual interest holders. Specify which individuals will be actively involved in the management or operation and which individuals will be non-active participants:

NAME	ADDRESS	PERCENTAGE OF INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATEMENT OF QUALIFICATION

The minimum qualifications are five (5) years of successful food and beverage experience within the last ten (10) years in the following:

- Operation and management of a restaurant or similar food concession
- Operation and management of food catering
- Operation and management of ballroom/banquet facility or similar venue

Manager has operated food and beverage at the following locations:

LOCATION	DATES (TO-FROM)	CONTACT NAME/PHONE	YEARLY BUDGET/COST

REFERENCES

Provide a list of persons or firms with whom you have conducted business with during the past three (3) years. A minimum of three (3) references are required.

NAME	TITLE	FIRM	ADDRESS/PHONE NUMBER