

TOWN OF OCEAN CITY
Ocean City, Maryland



PROCUREMENT DEPARTMENT

QUOTE DOCUMENTS
FOR THE

Sports Complex Operations and Management

DEPARTMENT USE ONLY
Quote Due Date:
Opening Location: Purchasing Department, 214 65 th St., Ocean City, MD 21842
Attn: Scott Wagner, Purchasing Manager

Specification – Scope of Work

INTRODUCTION

Mayor and City Council has established a Sports Complex Committee, which also includes a Selection Committee, which selects a facility management/operations partner to lead the development, pre-opening, and ongoing operational management of the future Ocean City Maryland Sports Complex.

Mayor and City Council of Ocean City, Maryland is accepting responses to this Request for Qualifications (RFQ) from firms who are;

- a) experienced in overseeing the development and management of a wide range of amateur multi-sport tournament tourism destinations and
- b) can also provide management or operational services to these venues.

Firms responding to this RFQ must be prepared to undertake, in the most efficient manner, all aspects of marketing, management, and operations of the Facility, as well as, demonstrate oversight and leadership to the design, planning, and construction phases for the design and development of the Facility. Respondents to this RFQ will be expected to meet or exceed the minimum qualifications set forth in this RFQ. This RFQ intends to identify those development and operating entities that are qualified and capable of understanding sports facility planning, development, management & operations and that are interested in providing financial, business, and strategic planning for the complex on behalf of the Mayor and City Council of Ocean City, Maryland. This Project is shared with the Maryland Stadium Authority.

TIMING

Request for Qualifications (RFQ) issued	Thursday – February, 29 th , 2024
Intention to Respond and Questions submitted to the Office of Procurement by email – swagner@oceacnitymd.gov	Monday – March, 11 th , 2024 by 3 PM
Answers provided to all parties to submit - Addendum	Friday – March, 15 th , 2024 by the end of business day
Responses due to the Town’s Procurement – RFQ Due by 3 PM, 214 65 th Street, Ocean City, MD, 21842	Thursday – March, 28 th , 2024, by 3 PM
Review of qualifications complete – Open at 10 AM, Procurement Conference room, 214 65 th Street Ocean City, MD, 21842	Friday – March, 29 th , 2024 10 AM
Interviews (if requested) by Sports Complex Sub Committee	TBD

After the responses have been received, the Selection Committee will identify those respondents considered to be qualified to proceed with the selection process based on the minimum requirements set forth in this RFQ. The minimum criteria to be met by potential respondents are provided later in this document under the section entitled “Qualification Process.” After identifying respondents as qualified, the Selection Committee may elect to begin negotiations directly with one or more qualified entities.

RESPONSE SUBMISSION

Responses to this RFQ are due by 3 p.m. (local time) on March, 28th, 2024. Responses must be submitted as follows: Must be emailed to 214 65th Street Ocean City, MD 21842 (Statement of Qualifications – Sports Complex)

POINT of CONTACTS:

Scott Wagner, Procurement, Manager
Public Works Complex
214 65th Street Ocean City, MD 21842
swagner@oceancitymd.gov

Terry McGean, City Manager
City Hall
P.O. Box 158, Ocean City, MD 21842
tmcgean@oceancitymd.gov

Tom Perlozzo, Director of Tourism and Business Development
Roland E Powell Convention Center
4001 Coastal Highway, Ocean City, MD 21842
tperlozzo@oceancitymd.gov

Submission Format:

No late responses will be accepted.

Responses should be prepared simply and economically, providing a straightforward and concise description of the responder's experience and qualifications related to the market analysis and financial modeling of the Facility. Responses should include specific project references including client contact information. Responses and supporting documentation must be submitted -mailed and titled: "Statement of Qualifications for Ocean City Sports Complex, due: DATE at TIME p.m." Faxed or email responses will not be accepted. Responders may choose to provide additional sets if and when invited to do so for presentation purposes. Submissions will not be returned. Vendors should provide the following:

- 5 Copies Mailed or Delivered along with Thumb drive/flash drive to:

Responses shall be delivered or mailed to the City on or before (Closing Date)

Date: March, 28th, 2024

Time: 3 pm Local Time

Responses shall be delivered to:

Scott Wagner
Procurement Manager
214 65th Street, Ocean City, MD 21842
E: swagner@oceancitymd.gov
W: www.oceancitymd.gov

RFQ INQUIRIES

Prospective responders may provide the intention to submit and only direct questions in writing (via email) to the department contact person: Copy both on all questions.

NAME – Scott Wagner
TITLE – Procurement Manager
OFFICE – Procurement Office
E: swagner@oceancitymd.gov

All questions and inquiries are due by 3 p.m., March 11th, 2024. Questions will be answered in writing and emailed to respective candidates by March 15th, 2024, by the end of business day. The department contact person is the only individual who can be contacted about the Project by respondents before the proposal deadline. The department contact cannot vary the terms of the RFQ.

BACKGROUND

The Ocean City Sports Complex in Maryland has a rich history that dates back to its establishment in the mid-20th century. Originally conceived as a hub for local sports enthusiasts, the complex evolved to build a premier destination for regional and national events over the years. Its concept gained momentum in the 2023, coinciding with Ocean City's growing reputation as a tourist destination. The concept has witnessed various expansion and renovation ideas, adapting to the changing needs of the sporting community for a standalone facility. From hosting local baseball tournaments to accommodating major lacrosse championships, the Ocean City Sports Complex will play a pivotal role in fostering economic growth, athleticism and community engagement. Today, the town's commitment to sports and recreation, attracting athletes and spectators alike to a future state-of-the-art facility with a backdrop of the beautiful Atlantic Ocean can only drive further live, work and play opportunities year-round.

To kick off this Project, In September of 2023, Mayor and City approved the formation of a sports complex committee to determine the size and scope of an indoor and outdoor sports complex for Ocean City, Maryland. In addition, the Project was presented to the Maryland Stadium Authority for assistance in funding and design. Several studies were completed by both the City and county to support the development of the Project. All those can be accessed by going to:

<https://oceancitymd.gov/oc/ocean-city-sports-complex/>

Funding will now be done through existing room tax collected from vacationers, etc., and dedicated to the repayment of this effort. Any further history and data can be provided through the office of Tourism, Tom Perlozzo, Director at 443.235.2356 or tperlozzo@oceancitymd.gov

QUALIFICATION PROCESS AND CRITERIA

The Sports Complex Committee will review and evaluate the qualifications of entities who respond to this RFQ. After respondents are identified as qualified and intended respondents, the Selection Committee may elect to issue a supplemental Request for Proposals to the qualified firm(s), or may elect to begin negotiations directly with one or more of the qualified entities. This Selection Team will review all responses to this RFQ and will identify qualified entities according to the evaluation criteria.

Respondents must meet or exceed the following criteria as they relate to the development and management of sports facilities:

- The entity must currently operate or oversee the management of 5 or more open and operating indoor / outdoor sports complexes of similar size and scale to the proposed facilities. Additional preference will be given to those firms who oversaw these venues' development and pre-opening services.
- The entity must currently operate at least 5 open and active sports and recreation facilities in markets with a heavy tourism focus. Additional preference will be given to those firms who oversaw these venues' development and pre-opening services. The entity must be capable of reporting on the economic impact, social impact, financial results, and key metrics related to user/member/guest experience and satisfaction.
- The entity must show examples of similar public projects that they manage that provide full financial transparency to the public partner.
- The entity must be able to demonstrate locations under current management that have produced over 50,000+ room nights annually within the Tourism area..
- The entity must demonstrate proactive cultural, people, and organizational development approaches.
- The entity must demonstrate relevant collaboration among diverse stakeholders and owners.
- The entity should demonstrate its ability to deliver all operational services necessary to manage the proposed facilities in-house.
- The entity must be able to demonstrate current and recent management of facilities with revenues greater than \$3 million in annual sales.
- The entity must provide examples of monthly/annual financial reports used to communicate with property and project owners.
- The entity must provide no fewer than three references for whom the firm provided pre-opening and development services on similar projects that are now open and operating.
- The entity must provide no fewer than 5 public references for whom the firm currently provides management services for similar-sized sports assets and provides the public partner with full financial reporting.
- Provide a narrative commenting on a preliminary conceptual design provided by the Town of Ocean City in **Attachment A**
- The entity must disclose working with any existing facilities located within 250 miles of the proposed site.

The selection Committee reserves the right to reject any or all responses or parts of responses, to negotiate modifications of responses submitted, and to negotiate specific elements within a response.

The Selection Committee and project owners have a variety of ordinances and policies which may or may not apply to a subsequent agreement including, but not limited to, living wage, affirmative action, background checks of employees, licensing requirements and others. Application of these requirements will be determined based on the structure of any subsequent agreement.

RESPONSE FORMAT

At a minimum, the following information should be included in the response to this RFQ. This outline is not all-inclusive; respondents can provide additional information as deemed appropriate. In order to ensure a uniform review process and to obtain the maximum degree of comparability, the submissions in response to this RFQ must be organized in the following manner:

A. General Information

- 1) Provide a transmittal letter that specifically states the responder's understanding of the Work to be accomplished and briefly outlines the responder's strengths in providing the required services. The letter should also state that responder meets or exceeds the minimum qualification criteria outlined previously. The Letter should also clearly express any specific competitive advantage the responders firm brings to the Project. This letter should be signed by an authorized corporate officer for each entity included as a team proposal.
- 2) Include the name of the responder's firm/entity, address, telephone number, contact person, and the title of the RFQ.
- 3) Provide a table of contents that clearly identifies the written material by section and page number.
- 4) Provide a description of the proposing entity's current legal status (i.e. Corporation, Partnership, Sole Proprietor, Joint Venture, etc.)
- 5) Provide the proposing entity's current Federal Identification Numbers.

B. Firm Background and Qualifications

- 1) Provide your organization's profile and describe its legal structure, principal officers and organizational structure. The responder must identify and distinguish between its own experience and qualifications and that of any parent entity, predecessor and/or wholly-owned or partially-owned subsidiary of the responder. If the responder is a newly formed entity comprised of multiple individuals or entities compiling projects from prior experience, the responder should state this clearly.
- 2) Provide a copy of any organization profile, sales brochure or other documentary information pertaining to your organization.

- 3) Provide resumes of key personnel and principals of the organization.
- 4) Provide the year and month when the responder's entity was formed.
- 5) Provide a list of all your organization's development, operational, and management experience on behalf of clients or owned by your entity.
- 6) Provide a list of facilities that are currently being managed by your entity. The number of examples must meet the minimum criteria as described in the previous section. Please provide a list of facilities that are near tourism communities similar to Ocean City as well.

C. Development Plan

- 1) Project Management Plan – Provide an explanation of the overall philosophy on how you would evaluate and recommend the appropriate project management plan for the Ocean City Sports Complex. This may include:
 - a. An overview of how you would engage the design process and provide operational guidance through the design process
 - b. An overview of how you would engage in the procurement and construction process
 - c. An overview of how you would engage in the FF&E and OSE procurement of the Facility for operational readiness
 - d. A description of your services related to opening and operational readiness of the Facility.
 - e. Identify any synergies, alliances, key relationships, and other marketing opportunities that your firm will establish between other facilities managed by your firm and how these can benefit the Ocean City Sports Complex.

D. Operational Plan

- a. Management Plan – Provide an explanation of the overall philosophy on how you would evaluate and recommend the appropriate business model and operational plan for the sports complex.
- b. Marketing Plan – Provide an explanation of the overall philosophy you would advise to market facilities to accomplish financial projections
- c. Financial Plan – Provide an explanation of how you will drive revenue through the Facility through traditional sports and other uses.
- d. Local programming – Briefly explain your philosophy around local programming and community engagement.
- e. Economic Impact – Briefly explain your ability to drive economic impact through facility programming. Please provide details on how your company tracks this impact and partners with destination marketing organizations.
- f. Reporting – provide a detailed description of your reporting cadence with your public partners. Provide an example of a financial report that your entity provides.

General Selection Process

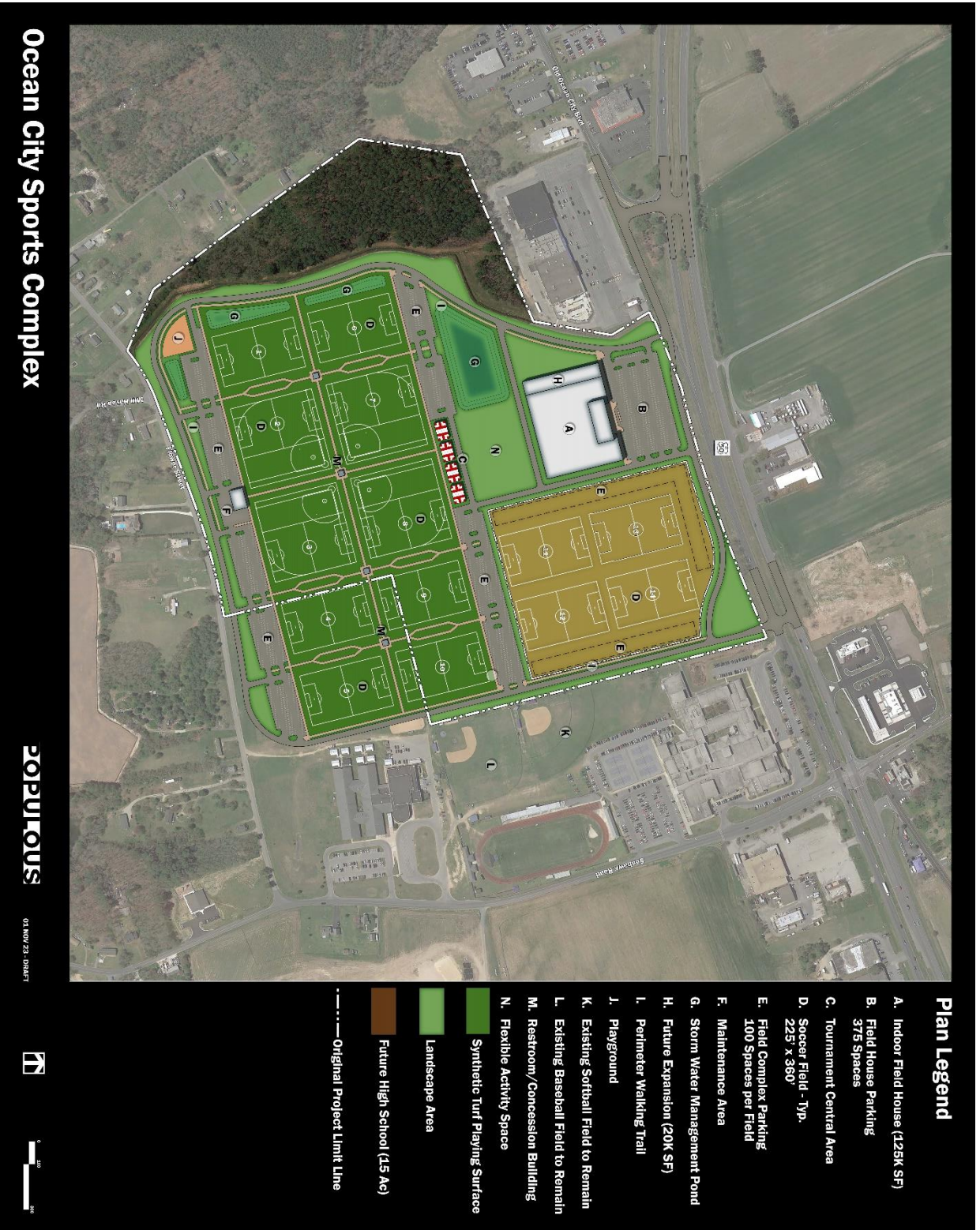
Evaluation of the RFQ Submittal shall be performed by the Sports Complex Selection Committee, which is comprised of members appointed by the City Manager and Mayor and City Council of Ocean City, Maryland and the Maryland Stadium Authority (MSA).

The Town of Ocean City reserves the right to request, receive, and evaluate supplemental information from any respondent in its sole absolute discretion. TOC may conduct interviews with qualified or potentially qualified respondents at any time during the valuation process. The Selection Committee may also consider any information otherwise available concerning the Respondent's financial, technical, and other qualifications or abilities. Based on experience, financial strength, and such other reasonable criteria as the Selection Committee may apply in their discretion, the Selection Committee will determine which qualified Respondents will be awarded the RFI request.

If it becomes necessary to revise the RFQ before the closing date, an addendum or addenda will be issued to all prospective Respondents that were sent this RFQ.

Access to Public Records Act Notice

Respondent should give specific attention to the clear identification of those portions of the RFQ Submittal that it considers confidential and or proprietary commercial information or trade secrets and provide written justification why such materials, upon request, should not be disclosed by the State/Town under the Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland. This information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the RFQ Submittal. Respondent is advised that, upon request for this information from a third party, TOC and MSA is required to make an independent determination whether this information may be disclosed.



Purchase Order Terms & Conditions

1. General
 - 1.1. The following terms and conditions, together with such terms as are set forth in the Contract, with such plans, specifications or other documents as are incorporated by reference, as amended in any subsequent authorized writing from Buyer, will constitute the entire contract (the "Purchase Order") between the Town of Ocean City ("Buyer") and Supplier. Suppose bid documents, performance specifications, technical product descriptions or other similar descriptive materials submitted by Supplier in connection with the Purchase Order, or Supplier's proposal, have been incorporated by reference. In that case, these will not be deemed to supersede any contrary requirements of Buyer. Still, to the extent that such materials are not inconsistent with Buyer's requirements, they will constitute a part of the basis of this agreement. Suppose this Purchase Order is construed as an offer. In that case, this offer expressly limits acceptance to the terms of this offer and notice of objection to any different or additional terms in any response to this offer is hereby given. If this Purchase Order is construed as an acceptance of an offer, this acceptance is expressly conditioned upon the offeror's assent to any different or additional terms contained or referenced in this Purchase Order. If this Purchase Order is construed as a confirmation of an existing contract, the parties agree that this confirmation states the exclusive terms of any contract between the parties. This Purchase Order will be deemed to have been accepted by the Supplier upon receipt by the Buyer of any writing, including a writing transmitted by fax or other means of electronic transmission, indicating acceptance, or by any of the following: (i) shipment of the goods or any portion thereof, (ii) commencement of any work on site or (iii) performance of any services hereunder.
2. Electronic/Facsimile Transmission
 - 2.1. Suppose this Purchase Order is transmitted by fax or by other means of electronic transmission. In that case, such transmission will have the legal significance of a duly executed original delivered to the Supplier.
3. Payment
 - 3.1. If no other terms are specified, the net amount will be payable within 30 days after the later of (i) delivery and acceptance of goods or other performance conforming with the terms of this Purchase Order and (ii) invoicing. Buyer is exempt from sales and use tax in the State of Maryland. Supplier assigns to Buyer all rights to refunds of sales and use taxes paid in connection with this Purchase Order and agree to co-operate with Buyer in processing any refund claims. Unless expressly provided in the Purchase Order Buyer will not be liable for any shipping, handling, fuel surcharges or similar fees. **Invoices are to be sent electronically, with the Purchase Order number on them to, APFINANCE@OCEANCITYMD.GOV.**
4. Time
 - 4.1. If delivery or completion dates cannot be met, Supplier will inform Buyer immediately. Such notice will not, however, constitute a change to the delivery or completion terms of this Purchase Order unless Buyer modifies this Purchase Order in writing. If any item is not received or if any element of the Work is not completed by the date specified, the Buyer, at Buyer's option and without prior notice to Supplier, may either approve a revised date or may cancel this Purchase Order and may obtain such goods or Work elsewhere and in either event the Supplier will be liable to the Buyer for any resulting loss incurred by the Buyer. Supplier's sole remedy for a delay caused by Buyer will be an extension in the time for Supplier's performance equal to the duration of Buyer's delay. Supplier will not be liable for damages resulting from Supplier's failure to deliver or complete, or for delays in delivery or completion, caused solely by strikes not caused by or within the control of Supplier, lock-outs not caused by or within the

control of Supplier, fires, war or acts of God. TIMING OF DELIVERY AND/OR PERFORMANCE OF THE WORK IS OF THE ESSENCE OF THIS PURCHASE ORDER.

5. Improper Performance and Disputes
 - 5.1. In addition to other remedies provided by law, Buyer reserves the right to reject any goods or to revoke any previous acceptance and to cancel all or any part of the Purchase Order if Supplier fails to deliver all or any part of the goods or perform any of the Work in accordance with the terms and conditions of this Purchase Order. Acceptance of any part of the Purchase Order will not bind the Buyer to accept any future shipments or Work, nor deprive it of the right to return goods already accepted. At Buyer's option, if Buyer so elects in its sole discretion with regard to any particular dispute, any dispute arising in connection with this Purchase Order will be resolved by arbitration in Ocean City, MD in accordance with the rules of the American Arbitration Association; and all disputes will otherwise be resolved in and only in the Worcester County, MD as the exclusive judicial forum.
6. Warranty
 - 6.1. Supplier expressly warrants all (i) goods delivered under this Purchase Order to be free from defects in material and workmanship and to be of the quality, size and dimensions ordered and (ii) work performed under this Purchase Order to be in conformity with all plans, specifications and other data incorporated as part of this Purchase Order. These express warranties will not be waived by reason of acceptance or payment by the Buyer. This Purchase Order incorporates by reference all terms of the Uniform Commercial Code as adopted in the State of Maryland (the "UCC") providing any protection to Buyer for goods, including but not limited to all warranty protection (express or implied) and all of Buyer's remedies under the UCC. All goods and Work will also be subject to any stricter warranties specified in the Purchase Order or in other materials incorporated by reference.
7. Risk of Loss
 - 7.1. Unless the Purchase Order expressly states otherwise, all goods will be shipped FOB: the "Destination" location designated in the Form. Risk of loss will not pass to Buyer until goods called for in this Purchase Order actually have been received and accepted by the Buyer at the destination specified herein. Supplier assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage even if Buyer has agreed to pay freight, express or other transportation charges.
8. Indemnity and Hold Harmless
 - 8.1. Supplier will indemnify, defend and hold Buyer harmless from and against any and all cost (including reasonable attorneys' fees), expense, liability or damage on account of, related to, or resulting from any and all demands, claims or causes of actions asserted against Buyer by any person or persons for injury or damages to persons, including death or property resulting from, arising out of, or related to the negligent, intentional or wrongful acts or omissions, or breaches of this Purchase Order by Supplier or its respective agents, employees or subcontractors in connection with the use of the Goods or the performance of subject matter under this Purchase Order.
9. Assignment/Subcontracting
 - 9.1. Neither party will have any right to assign this Purchase Order or any benefits arising from this Purchase Order without prior written consent of the other and, unless otherwise agreed upon in writing, the rights of any assignee will be subject to all set-offs, counterclaims, and other comparable rights arising hereunder. Supplier will not, except in the case of raw materials, castings, forgings or rough welded structures, or standard commercial goods, or except as otherwise agreed in writing by the Buyer, delegate or subcontract the Work on any item of material or service to be delivered or performed under this Purchase Order.

10. Insurance

10.1. Insurance: Vendor will at all times, at its own cost and expense, carry and maintain the insurance coverage listed in this paragraph, in the specified minimum amounts. Vendor will provide a certificate of insurance that certifies that the policies below are in full force and effect. Vendor agrees that such policies will not be cancelled or materially altered without TOC's prior written consent. Vendor will name the TOC as an additional insured on the insurance accord.

10.2. Vendor will maintain excess catastrophe coverage at a minimum of two million dollars (\$2,000,000).

10.3. Vendor will maintain worker's compensation insurance and employer's liability insurance in compliance with the state and/or federal authority having jurisdiction over each of the Vendor's employees, with minimum coverage of at least one million dollars (\$1,000,000) for employer's liability, and statutory coverage for workman's compensation. Coverage may be self-insured.

10.4. Maintain comprehensive public liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out the Contract. Minimum coverage will be at least one million dollars (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations.

10.5. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the Contract. Minimum coverage will be at least one million dollars (\$1,000,000) per occurrence combined single limit for liability and property damage.

11. Examination of Records

11.1. The Supplier agrees that Buyer, and any Federal agency providing funding for this Purchase Order and the Comptroller General of the United States or any of their duly authorized representatives, will have access to and the right to examine any pertinent books, documents, papers and records of the Supplier involving transactions related to this Purchase Order to the extent necessary to verify the nature and extent of costs incurred under this Purchase Order until the expiration of four (4) years after final payment under this Purchase Order. Nothing in this Purchase Order will be deemed to preclude an audit by the U.S. General Accounting Office of any transaction under this Purchase Order. The preceding two sentences will not apply if this Purchase Order does not involve a sum in excess of One Thousand Dollars (\$1,000), or if this is an agreement for public utility services at rates established for uniform applicability to the general public, or if this is an agreement for general inventory goods not specifically identifiable with Work under the Buyer's contract with the government.

12. Compliance with Laws and Regulations

12.1. The Supplier agrees to comply with all applicable federal, state, and local laws and regulations.

13. Termination Without Cause

13.1. Buyer, in its sole discretion and without cause, may terminate this Purchase Order, in whole or in part, at any time without incurring liability to Supplier for lost profits, or any other costs or damages, other than the proportionate value of the purchase price for Work completed on site or goods delivered. Payment due will be a percentage of the purchase price equal to the percentage of the Work completed and/or any unit prices in the purchase price specified for goods delivered. Supplier's warranties, and Supplier's liability for defective or non-conforming Work or goods, as well as sections 5, 6, 8, 10, 11 and 17 of these Terms and Conditions, will survive termination and remain in full force and effect.

14. Additional Provisions for Work Performed on Site

14.1. The Supplier will maintain on the Site at all times a sufficient work force to carry out its obligations in an efficient and timely manner. The Supplier will employ only competent, skilled, reliable and honest workmen who will work in harmony with other workmen on the Site. All persons furnished by Supplier will be deemed Supplier's employees or agents, and Supplier will comply with all applicable statutes regarding worker's compensation, employer's liability,

unemployment compensation, and/or old age benefits and all other applicable laws relating to or affecting the employment of labor. At the Buyer's instruction, the Supplier will promptly remove from the Site any employee who, in the Buyer's opinion, represents a threat to the safety or progress of the Project or persons on the Site, or who has engaged in any improper conduct, specifically including (without limitation) conduct which the Buyer perceives as constituting harassment of other persons.

14.2. Supplier will secure all materials and the site where Work is performed and will leave all areas broom clean (unless a more stringent cleanliness standard is set forth in documents that are incorporated in this Purchase Order by reference) and in a safe condition at the end of each work day and upon completion of the Work. In case of dispute, Buyer may remove waste at Supplier's expense.

14.3. Supplier will ensure that federal, state and county of residence criminal background checks are conducted on all persons performing Work at the Site, and will exclude any dishonest, dangerous or otherwise unqualified persons from the Site.

14.4. In the event of an emergency threatening health, life or property, the Supplier will take such action as may be necessary to save lives and protect persons from injury and, this being done, to protect and preserve property. The Supplier will notify the Buyer of any such emergency as promptly as is practicable under the circumstances.

15. Confidentiality and Privacy Requirements

15.1. The Parties agree during and for a period of three (3) years after the term of this Contract to safeguard the confidentiality of any information obtained in the performance of this Contract regarding the products, designs or developments, specifications, and pricing of the other Party. It is agreed that each Party remains the owner of its information and documents, and that such information and documents can be used by the other party only for the purpose of performing under the terms of this Contract. The disclosure of any such information or documents to any third party requires prior written approval of the owner of such information and requires the prior written Contract of such third party to safeguard the confidentiality. Any publicity by Vendor regarding the order (picture, descriptions, notice of award, or samples thereof) is prohibited except with TOC's written approval. Notwithstanding anything stated herein to the contrary, the parties understand and agree that the Town of Ocean City must comply with the Maryland Public Information Act upon request of a third party.