



## **ALAMEDA MARINA, LLC**

**Revised and Re-Issued  
REQUEST FOR QUALIFICATIONS  
to  
OPERATE  
A BOATYARD AND/OR DOCKYARD FACILITY IN  
ALAMEDA MARINA, CALIFORNIA**

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**April 3, 2019**

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# 1. Introduction to Revised and Re-Issued Request for Qualifications

On January 1, 2019, Alameda Marina, LLC (Developer) posted a request for qualifications (RFQ) in search of a qualified boatyard operator for Alameda Marina located in Alameda, California. After receiving several inquiries and questions from potential respondents and the community, the Developer is issuing the following revised and re-issued RFQ, which is intended to supersede and replace the prior RFQ in its entirety. As described below, the RFQ is the first step in a two-step boatyard operator selection process. After review of submittals in response to the RFQ, the Developer in cooperation with the City of Alameda (City) will identify any Qualified Respondent who will then be invited to respond to a more detailed Request for Proposals (RFP).

## 1.1 Project Objective

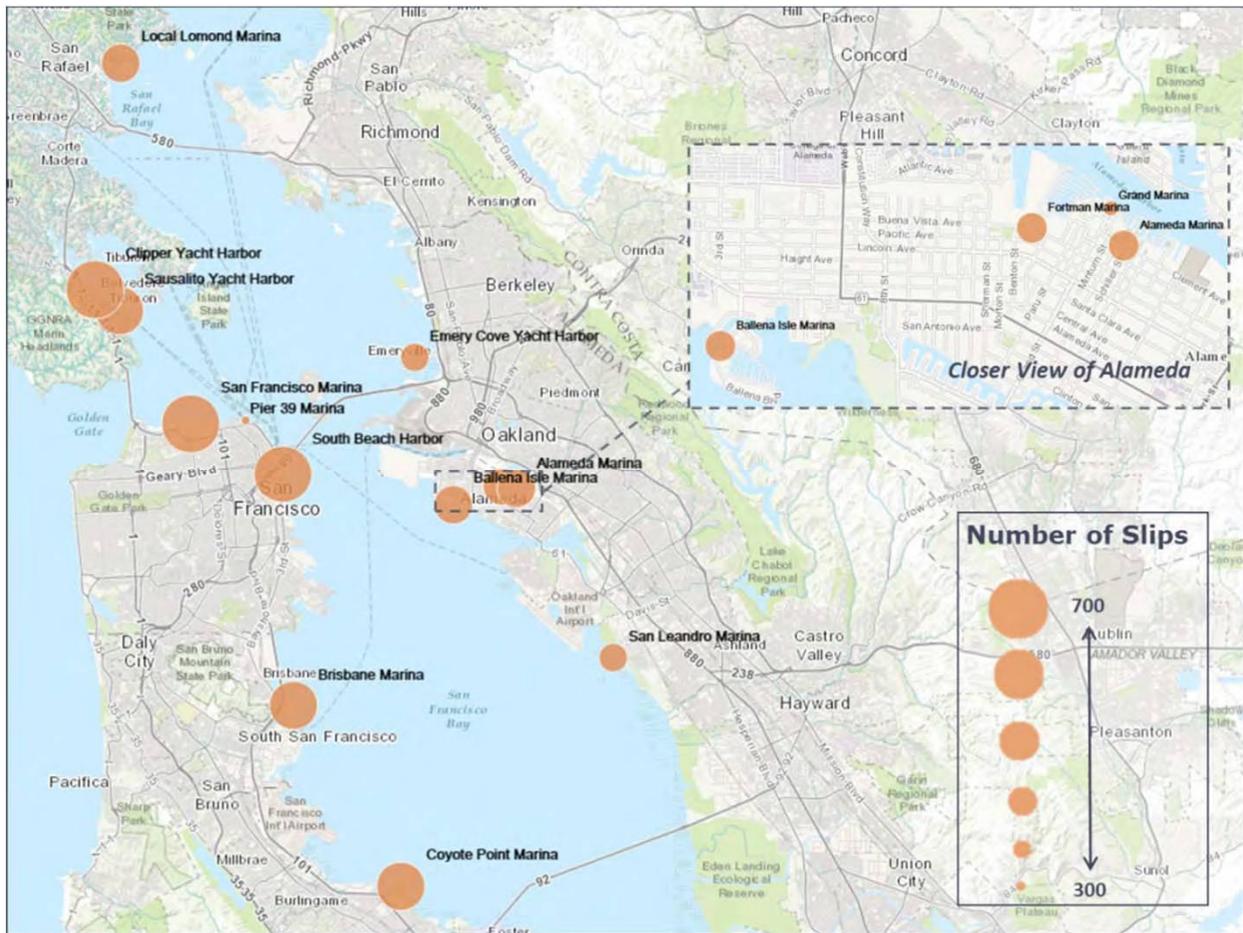
The Developer, in cooperation with the City, have an exciting business opportunity for an individual and/or joint-venture to design and operate a new, state-of-the-art boatyard in Alameda, California, immediately adjacent to an existing 500+-slip marina. Alameda is an island city located in San Francisco Bay with a population of almost 80,000, six active yacht clubs and more than 3,000 slips. With easy access to San Francisco Bay and yachting activities, Alameda is a prime destination for the boating community. **Figure 1** below illustrates the proximity of the Alameda Marina site to nearby marinas.

The Developer and the City are working to create a vibrant, mixed-used community at Alameda Marina that celebrates its maritime history and future, while accommodating future housing needs. To achieve this vision, the Developer, in cooperation with the City, is looking for an individual or joint-venture with the experience and desire to re-introduce full-service recreational boat maintenance facilities and services at Alameda Marina to service local and transient commercial and recreational vessels for short- and long-term maintenance, repair and overhaul needs, including emergency haul-out and repair.

The Developer is looking for a savvy business partner with extensive experience in the maritime industry and the knowledge and ability to help design and operate a full service, modern and efficient boatyard providing a variety of services; including, electronics repair, rigging repair, engine repairs, fiberglass repair and painting. Experience with marketing, purchasing of equipment and supplies, invoicing and collections is also necessary. The respondent should also have experience and knowledge of federal, state, and local environmental protection rules and requirements and the agencies that monitor and enforce these regulations.

The selected operator will assist in the design of the facilities and will operate the facilities under a lease with the Developer. Qualified Respondents to this RFQ will be invited to respond to a RFP in which the Qualified Respondent will be asked to demonstrate their financial capacity to enter into a long term lease with the Developer, provide enough working capital to take the business through the startup phase, and cover the cash flow needs of the day to day operations.

**Figure 1: Representative Marinas Located In Close Proximity to Alameda Marina<sup>1</sup>**



For the right partner selected after the RFP process, the Developer is available to assist with the design and construction of the facilities pending resolution of all economic and lease terms, and the City is available to assist with local and state permitting for the construction and operations of the boatyard.

To meet that goal, this RFQ is seeking submittals from fully qualified parties for the economically feasible design and operation of the Project.

## **1.2 RFQ Respondents**

Respondents are to assemble all of the necessary parties for the design and operation of the boatyard with proven track records in the operation and improvement of similar projects. The Developer, in consultation with the City, reserves the right to approve or disapprove any members of the final development team.

<sup>1</sup> Please note that this map of Bay Area Marinas is representative and is not intended to include an exhaustive list of all marinas in the Bay Area.

### **1.3 Roles and Responsibilities**

The Developer will develop the boatyard, in consultation and coordination with the selected operator and the City. The selected operator will operate the boatyard under a lease agreement with the Developer.

### **1.4 The Location and the Facilities at Alameda Marina**

Alameda Marina is conveniently located on the northern waterfront of Alameda on Clement Avenue between the Park Street Bridge and the Webster and Posey Tubes. Upon buildout, the Alameda Marina project will include a total of approximately 7.35 acres of maritime and commercial land, approximately 180,972 square feet of maritime and commercial uses (which includes building floor area and boatyard and dockyard space), approximately 12 acres of submerged maritime commercial land, approximately 3.45 acres of public open space and approximately 17.74 acres of residential development. In addition to a mix of uses, the Alameda Marina Master Plan provides for various shoreline and infrastructure improvements to the property, including the construction of new sewer, storm water, water and power infrastructure to support the proposed uses. The Alameda Marina Master Plan places the boatyard in the first of three phases of the development of the property that is anticipated to occur over a 15 year period.

One of the objectives of the Alameda Marina Master Plan is to improve and enhance the maritime and commercial core and marina and to maintain Alameda Marina as a working waterfront, while providing physical space to accommodate future opportunities. Three of the existing maritime and commercial buildings are to remain and be rehabilitated, in a manner that respects the context of the site, character of the building architecture, and adjacent marina. It is anticipated that the boat maintenance and repair services, facilities and spaces will be located both on the land as well as in the water. To support a future, environmentally clean boatyard at Alameda Marina, the site will be regraded and new infrastructure installed to protect water quality and support the boatyard and other maritime and commercial uses. The existing boatlift rails and washing areas may be preserved and rehabilitated for future use pending input received from the potential boatyard operator.

The site also provides opportunities for floating barge-style facilities or vessels<sup>2</sup> on the water that can be utilized for services such as engine installation and service, marine electronics, canvas, fiberglass, rigging and mechanical services, and upland space for the servicing of approximately 30 boats (up to 60 feet in length on land).

## **2. Definitions**

“City” is the City of Alameda.

“Developer” is Alameda Marina, LLC.

“Qualified Respondent” are those individuals or entities responding to this RFQ who meet the requirements set forth in this RFQ for a boatyard and/or dockyard operator who are chosen by the Developer, in consultation with the City, to submit a proposal for a RFP.

“RFP” is the Request for Proposals that will follow the RFQ process.

“RFQ” is the Request for Qualifications.

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<sup>2</sup> To be clear, while the space for the floating barge style facilities or vessels is available, the Developer will not be providing the floating barge style facilities or vessels to the successful boatyard and/or dockyard operator.

“SOQ” is the Statement of Qualifications.

### **3. Request for Qualifications Process**

#### **3.1 Inquiries**

All inquiries related to this RFQ are to be directed, in writing (by mail or email), to the Project Representative, as listed on the front cover of this RFQ. Information related to this RFQ obtained from any other source, unless directed by the Project Representative, is not official and should not be relied upon. Respondents to this RFQ are invited and encouraged to contact the Project Representative with any questions, comments or needs for information. All responses from the Project Representative will be made available to all those persons who have been provided this RFQ.

#### **3.2 Important Information and Available Documents**

Each respondent should review the Alameda Marina Master Plan carefully, in particular, the sections related to the overall development of the maritime and commercial core (see Exhibit 1.3 Site Plan, Chapter 3 Precedent Imagery for Bay Trail Connector & Maritime and Commercial Core, Chapter 4 Maritime and Commercial Plan, Section 6.3 Land Uses by Subdistrict for the Maritime and Commercial Core and the Dockyard, and Section 6.6 Parking). Considering the mixed-use nature of the overall Alameda Marina Master Plan, each respondent should be mindful that the Project will be developed in close proximity to 760 new residential units and 3.45 acres of open space, which includes the publically accessible Bay Trail that traverses the length of the Alameda Marina Master Plan site (i.e. the Bay Trail will pass by and/or through the location of any future boatyard).

The maritime facilities will need to meet certain Site Criteria, including but not limited to:

- Consistency with and approvals from City, County, State (including the San Francisco Bay Area Conservation and Development Commission), and Federal regulatory agencies.
- Upland facilities large enough to accommodate approximately 30 boats blocked at one time for repair and/or maintenance, with adequate space to preserve the existing lift rails and boat cleaning area adjacent to rails, and regrade the yard areas to slope away from the water.
- Pressure washing in a manner consistent with environmental standards and controls and a suitable vessel bottom cleaning containment system (with water collection system involving storage/settling tank(s) and sump pump equipment).
- Improvements designed to be well drained, to avoid standing water and a soft surface due to wetting (requiring minimal modification for run-off containment, and standing water management).
- Restroom and shower facilities, security lighting, and perimeter security fencing.
- Adequate access to sewer main for discharge of treated wash-down water and run-off water.
- Perimeter features to mitigate wind driven sand and debris from entering from the outside, and able to mitigate dust from inside the facility migrating outside. Outdoor sandblasting will be prohibited.

- Reasonable pedestrian and vehicle traffic control possible relative to the access route between the haulout site and the uplands facility and for the Bay Trail.

The following public documents are available for review upon request:

- Alameda Marina Master Plan (see link: <https://alameda.legistar.com/View.ashx?M=F&ID=6338225&GUID=FD7713E9-F800-4FC6-896E-EA21F6EBF474>) and related City Council Ordinance No. 3221, as certified on July 25, 2018 (see link: <https://alameda.legistar.com/View.ashx?M=F&ID=6368904&GUID=37525E6D-03CA-4ACA-B847-9C1C3F7C77D0>)
- Alameda Marina Master Plan Draft Environmental Impact Report and Final Environmental Impact Report (see link: <https://alamedaca.gov/alameda-marina-project>) and related City Council Resolution No. 15413 certifying the Alameda Marina Final Environmental Impact Report, Adopting Findings and a Statement of Overriding Considerations, Mitigation Measures, and a Mitigation Monitoring and Reporting Program (see link: <https://alameda.legistar.com/View.ashx?M=F&ID=6338234&GUID=9DA8E77B-102C-4BDB-9FEA-E85254050BE0>)
- City of Alameda Historical Advisory Board Resolution No. HAB-17-07 designating the Alameda Marina Historic District on the Alameda Historical Buildings Study List to Include the Following: Buildings 1, 4, 6, 12, 15, 16, 17, 19, 21, 22, 27, 28, 29, 31, 32, 33, 34 and the Graving Dock (see link: [https://alamedaca.gov/sites/default/files/document-files/department-files/Planning/2017\\_resolutions\\_for\\_web\\_site\\_1-8-18.pdf](https://alamedaca.gov/sites/default/files/document-files/department-files/Planning/2017_resolutions_for_web_site_1-8-18.pdf))

#### 4. RFQ Pre-Submittal Conference and Site Tour

Pre-submittal conference and site tours for each prospective respondent will be scheduled at the mutual convenience of the individual respondent and the Developer's Project Representative. City representatives will attend.

Prospective respondents attending those meetings will receive a presentation, view the site, have the opportunity to ask questions and get a better understanding of the Developer's vision, goals, opportunities, constraints and other factors potentially affecting the Project. Meetings with prospective respondents will be combined where practical. The questions will be responded to in writing by the Developer and those responses will be provided to all respondents who participate in the conferences.

#### 5. RFQ Submittals and Scoring Matrix

The following submittals are mandatory for all RFQ submissions:

- **Statement of Interest**: A letter of submittal and statement of interest demonstrating the respondent's understanding of the Project.
- **References**: At least three each of written professional and financial references.
- **Key Personnel, Experience and Qualifications to Operate**: Please provide a list of key personnel that would be a part of the respondent's team, with a brief bio or resume for each person on respondent's team. This information shall include a synopsis of the

respondent’s experience (including years of experience in the industry) and qualifications (1) operating, managing and improving successful commercial boat maintenance and service facilities (If the respondent does not own or currently operate a boatyard, respondent must provide proof that it has, in addition to the financial resources, the expertise to run a boatyard. Letters of recommendation based on credible personal knowledge from other successful boatyard owners would suffice to meet this requirement.), (2) experience adapting to current environmental laws, rules, and regulations that apply to boat maintenance and repair services, and (3) experience acquiring the necessary permits and approvals from regulatory agencies that govern the construction and operation of commercial boatyards.

- **Experience and Qualifications to Design and Permit:** Respondent’s relevant experience that can be applied to planning, permitting, funding, and constructing boat maintenance and servicing facilities.
- **Portfolio:** Portfolio of developed and operated projects within the last 15 years, preferably similar to the Project.
- **Financial Capacity:** Proven financial and organizational capacity to successfully permit and operate a boatyard. Clear evidence of financial resources necessary to initiate and sustain a commercially viable boatyard. At a minimum, the respondent should provide operating statements from the boatyard that they own and/or are currently operating as well as a company and personal balance sheet showing financial capacity. In addition, the respondent should provide references from five suppliers. Any confidential financial information shall be submitted in an envelope labeled “CONFIDENTIAL FINANCIAL INFORMATION.”

### ***5.1 Review and Selection of Short List of Qualified Respondents***

The Developer, in consultation with the City, will rate and score each respondent’s response to this RFQ, based on the Evaluation Criteria and Scoring Matrix as shown below. Failure of a response to this RFQ to meet all RFQ requirements may render that response non-responsive. The extent to which a respondent meets or exceeds Evaluation Criteria will be rated by the Developer and the City.

At their sole discretion, the Developer, in cooperation with the City, may hold interviews, ask written questions of the respondents, seek written clarifications, conduct discussions on the SOQ’s, and solicit updated SOQ’s during the evaluation process.

The Developer and the City will use the following Scoring Matrix to evaluate and rank the RFQ submittals:

### ***5.2 Evaluation Criteria and Scoring Matrix***

<b>Evaluation Criteria</b>	<b>Points Awarded</b>
Completeness, depth and quality of the RFQ Submission.	20
References.	20
Level, quality and experience of Respondent’s key personnel, and Respondent’s experience and qualifications to operate a boatyard.	20

Respondent's experience and qualifications to design and permit a boatyard.	10
Understanding of all applicable land use, including environmental review and permitting issues and processes.	10
Financial capacity.	20
<b>TOTAL POINTS:</b>	<b>100</b>

### ***5.3 Closing Date***

Three (3) complete hard copies, including one with an original signature as outlined in Section 3.6, and one electronic copy of each response must be received before 5:00 p.m., Pacific Daylight Saving Time, on **Wednesday, May 15, 2019**, at the address for the Developer listed on the front cover of this RFQ. Responses sent by facsimile (“fax”) will not be accepted.

Responses and their envelopes should be clearly marked with the name and address of the respondent and the project title. Responses to this RFQ that are mailed or delivered by courier should allow sufficient time to ensure the receipt by the Developer by the established deadline.

### ***5.4 Late Responses and Closing Date Extensions***

Late responses will not be accepted. If an extension to the closing date and time is provided by the Project Representative in consultation with the City, at least 48-hours advance noticing from the existing published closing date and time will be provided. Any extension to the closing date would be granted at the sole discretion of the Developer and only for reasons that best serve the Developer's interests in the Project.

### ***5.5 Signed Responses***

One of the complete hard copy responses must include an original “wet” signature or signatures of the individual respondents, or principals of any respondents that consist of a joint-venture or other entity. Signature(s) will be those that are required to legally bind each respondent to a contract.

## **6. Effect of Responses and Review**

The Developer, in consultation with the City, may decide to develop a “short-list” of Qualified Respondents who would then be provided the opportunity to respond to an RFP that the Developer, in cooperation with the City, may issue for the Project.

The Developer, in consultation with the City, reserves the right to select one, more than one, or no respondents to move onto the “short-list” proposal phase, should one be conducted, as a result of this process.

This RFQ, responses to it and the evaluation of SOQs responsive to this RFQ are not a binding agreement or guarantee the Developer, in consultation with the City, will issue an RFP for the Project. Respondents to this RFQ will be assessed in light of the Evaluation Criteria and Scoring Matrix and, if chosen as a Qualified Respondent, will be provided the opportunity to submit a proposal to an RFP for the Project if one is issued.

## **7. Post-RFQ Submittals: The RFP Stage**

Each Qualified Respondent invited to respond to an RFP issued for the Project, will be expected to submit a detailed proposal for the project site that includes narratives, visuals and other supporting documentation. The specific requirements of the RFP are not yet established, but respondents should anticipate that the RFP will require at least the following:

- A facility design and layout plan consistent with the City-Council approved Alameda Marina Master Plan, including a detailed site plan for the facilities and internal circulation plan;
- A design and permitting strategy and schedule to secure all necessary local, regional, state and federal permits necessary for the project, which will be coordinated with the Developer
- A phasing plan;
- An operations plan that includes an insurance plan, operational approach, list of services to be provided, a list of subtenants anticipated, traffic control plan, storage area plan, good neighbor plan, environmental control and monitoring plan, “Clean Marina Program” elements, best management practices; and
- An administration and financial plan, including a proposed lease structure, financial Pro Forma through to Stabilization and for the following 5/10 years, Including Proposed Haul/Launch, Lay-day and Storage Rates, and Boatyard Operation, Subtenants and/or Subcontractors, History of Environmental and Permit Compliance, and Proof of Financial Capability to Undertake and Continue Project.

## **8. Conflicts of Interest**

A conflict of interest exists wherever an individual could benefit directly or indirectly from access to information or from a decision over which they may have influence, and also includes a perceived conflict where someone might reasonably perceive there to be such benefit and influence. A conflict of interest occurs when a staff member or consultants of Developer or the City attempts to promote a private or personal interest that results in an interference with the objective exercise of their job responsibilities, or gains any advantage by virtue of his/her position.

Conflicts of interest may be real, potential or perceived. Respondents should disclose conflicts of interest, or potential conflicts of interest, in writing, in their submittals. The Developer will consider the nature of each respondent’s responsibilities and the degree of potential or apparent conflict in deciding the course of action the respondent needs to take to remedy or otherwise address the conflict of interest.

For purposes of this RFQ, a respondent has a financial interest in the Project and a conflict of interest if the respondent has, directly or indirectly, through business, investment, or family, an existing ownership or investment interest in the Developer or one of the entities owned by the

Developer. Such persons and entities are prohibited from participating as a respondent or on a respondent team as a member, contractor, subcontractor or consultant.

## **9. Limitations, Obligations and Reserved Rights**

### ***9.1 Developer's and City's Reserved Rights***

In connection with this process, the Developer and City reserve to themselves all rights (which rights shall be exercisable by the Developer and City at their sole discretion) available to it under the law, including without limitation, the following, with or without cause and with or without notice:

- The right to cancel, withdraw, postpone or extend this RFQ or subsequent RFP in whole or in part at any time prior to the execution by the Developer of a design/build/operate contract, or prior to entering into a sublease or subleases, without incurring any obligations or liabilities.
- The right to issue a new RFQ.
- The right to reject any and all responses, submittals and proposals received at any time.
- The right to modify all dates set or projected in this RFQ.
- The right to terminate evaluations of responses received at any time.
- The right to revise and modify, at any time prior to any RFP submittal date, factors the Developer, in consultation with the City, will consider in evaluating responses to this RFQ and the subsequent RFP, if issued, and to otherwise revise its evaluation methodology.
- The right to waive or permit correction to data submitted with any response to this RFQ until such time the Developer, in consultation with the City, declares in writing a particular stage or phase of its review of the responses to this RFQ is completed and closed.
- The right to issue addenda, supplements and modifications to this RFQ, including, but not limited to, modifications of evaluation criteria or methodology and weighting of evaluation criteria.
- The right to permit submittal of addenda and supplements to data previously provided with any response to this RFQ, until such time as the Developer, in consultation with the City, declares in writing a particular stage or phase of its review of the responses to this RFQ is completed and closed.
- The right to hold meetings and conduct discussions and correspondence with one or more of the respondents responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
- The right to seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ, including the right to seek clarifications from Respondents.
- The right to add or delete respondent responsibilities from the information contained in this RFQ or subsequent RFP, if one is issued.
- The right to use assistance of technical and legal experts and consultants in the evaluation process.
- The right to waive deficiencies, informalities and irregularities in an SOQ.

- The right to disqualify any respondent that changes its submittal without written Developer approval.
- The right to change the method of award between the advertisement of the RFQ and the advertisement of the RFP, if one is issued.
- The right to respond to all, some, or none of the inquiries, questions and requests for clarification received relative to the RFQ.
- The right to select different parties to operate the boatyard and/or dockyard.

This RFQ and the selection process shall in no way be deemed to create a binding contract, agreement, or offer of any kind between the Developer and any respondent. If the Developer, in consultation with the City, selects a respondent or respondents to the “short-list” proposal phase under this RFQ, any legal rights and obligations between the successful respondent(s), if any, and the Developer will come into existence only when a ground lease or sublease as permitted under the Tidelands and Marina Lease is fully executed by the parties, and the legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the such document or any other documents specifically referred to in that agreement and executed by the parties.

## **9.2 No Reimbursements**

The Developer and the City assume no obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, or any subsequent RFP, if one is issued. All such costs shall be borne solely by each respondent and its team members.

Respondent(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or outside consultant associated with the development of the Project for purposes of influencing consideration of a response to this RFQ.

## **9.3 Information and Data**

The Developer retains the right to retain, indefinitely, possession of all information and data provided in response to this RFQ.

The Developer and the City make no representations about the conditions of the site, including buildings, utilities, soils, or other surface or subsurface conditions. Each respondent shall make its own investigations and form its own conclusions concerning such conditions. Information provided in this RFQ or made available on the website by either the Developer’s staff or City staff, or consultants, is provided for the convenience of the respondents only. The accuracy or completeness of this information is not warranted by the Developer or the City.

## **9.4 Indemnification**

By submitting a proposal in response to this RFQ, each respondent agrees to indemnify, defend and hold harmless the Developer, the City and their respective officers, agents, employees, and consultants against any and all liability, including the costs of claims, suit and reasonable attorney’s fees, arising from, growing out of, or incidental to the actual or alleged use of any

copyrighted composition, secret or proprietary process, patented or unpatented invention, article or appliance.

### ***9.5 No Partnership or Joint Venture***

Nothing in this RFQ or in any subsequent RFP or any agreement entered into with the Developer related to the Project shall constitute, create, give rise to or otherwise be recognized as a partnership or formal business organization of any kind between or among the Developer or respondent teams.

### ***9.6 No Relationship***

No person who is an officer, employee, contractor or consultant of a respondent shall be an officer or employee of the Developer or the City. Each respondent shall have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other benefits and taxes and premiums appurtenant thereto concerning its officers, employees, contractors, and consultants. Each respondent shall indemnify, defend and hold harmless, the Developer and the City and each of its officers, employees and agents with respect to any and all claims for payment, compensation, salary, wages, bonuses, retirement, withholdings, unemployment compensation, other benefits and taxes and premiums in any way related to a respondent's officers, employees, contractors and consultants.

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