



and



SAFE HARBOR
M A R I N A S

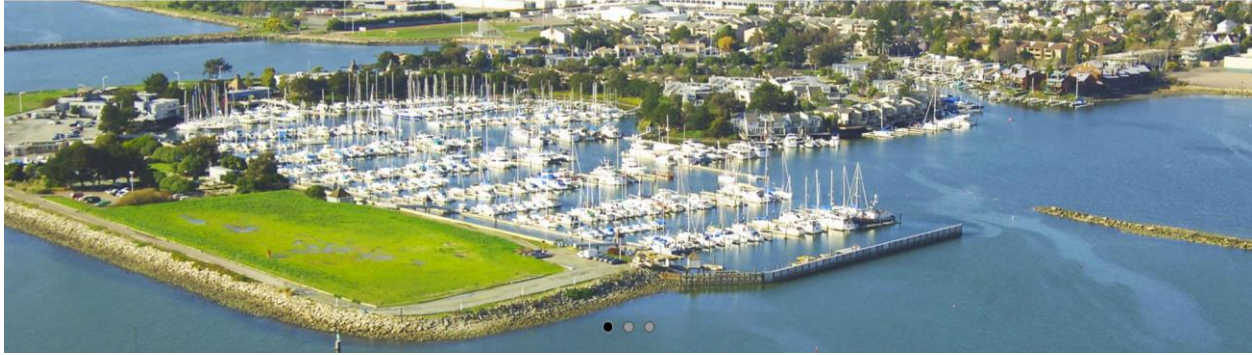
REQUEST FOR PROPOSALS

For

Ballena Isle Hotel Consultant

July 19, 2017

Due Date: September 14, 2017,
4:00 p.m.



Ballina Isle

I. Summary of Scope

The City of Alameda (City) and Safe Harbor Marinas (collectively referred to as Client) are seeking a qualified and experienced consulting firm (Consultant) to perform the following for the Ballena Isle upland tidelands parcel:

- Provide detailed recommendations for an approximately 220 room luxury hotel with meeting facilities and other amenities for the upland portion of the Ballena Marina.
- Provide a site analysis of a proposed fully developed project that evaluates the feasibility of the hotel (including amenities) and determines the value of the land for the purpose of a long term lease.
- Provide recommended tidelands ground lease financial and other terms.
- Develop a market strategy and marketing material to recruit developers/operators for a 220 room luxury hotel with meeting facilities and other amenities.
- Recruit qualified hotel teams to submit proposals for development and operations of the new hotel.
- Work with Client to evaluate hotel proposals and recommend developer/operator team.
- Assist with the negotiation of the lease (or sublease) agreements for the development and operations of the hotel project.

II. INTRODUCTION

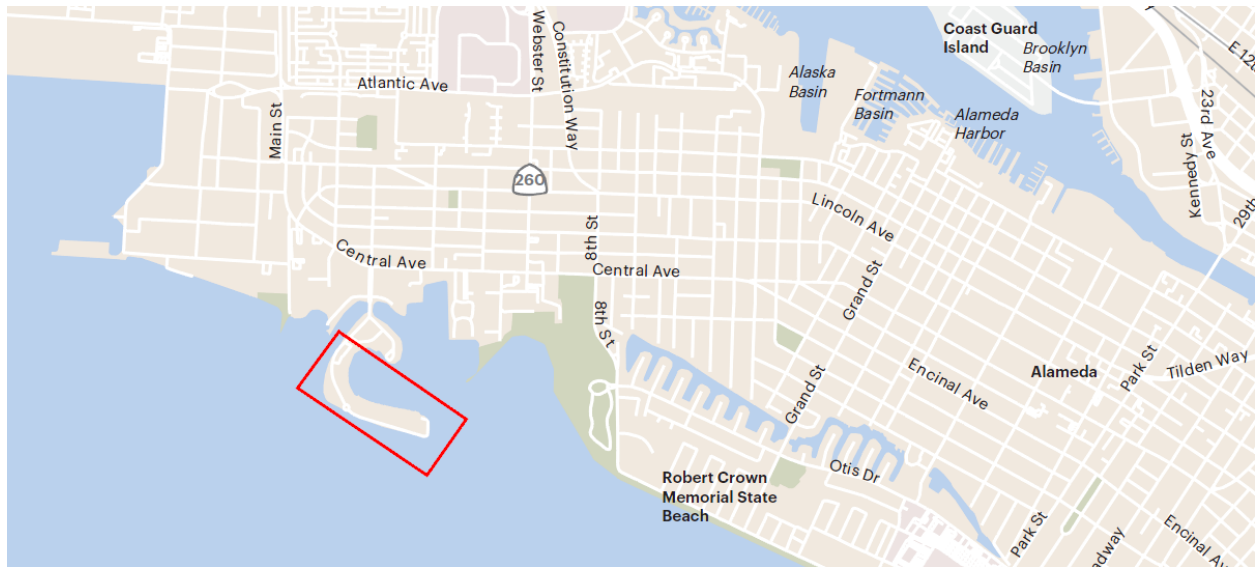
Alameda, California is known as the Island City and is often referred to as the “Jewel by the Bay.” This unique community of approximately 78,614 residents in the San Francisco Bay Area is connected to the East Bay mainland by four bridges and two subterranean tubes, and by ferry service to San Francisco. The Oakland International Airport/FedEx Bay Area hub is seven miles away from downtown Alameda and less than 15 minutes by car from Alameda’s major business parks. The City is centrally located near main transportation arteries. Bay Area Rapid Transit (BART) stations are minutes away by bus, shuttle, or car. The AC Transit Transbay bus line to San Francisco runs every weekday in 15 to 30 minutes intervals during commute hours.

The community is proud of its history and small-town charm, with an abundance of tree-lined streets, working and recreational marinas, good public schools in safe and walkable neighborhoods, well-maintained historic districts and many innovative and acclaimed companies. Businesses such as Penumbra, Peet’s Coffee & Tea roasting

facility, Makani-Google, Abbott Diabetes Care and VF Outdoor (North Face) are located here. Alameda is also home to the College of Alameda and is in close proximity to the University of California, Berkeley and California State University, East Bay.

For population and other general information about the City, please see the At A Glance brochure (Attachment A).

III. BACKGROUND



Ballena Isle

The Site

The site is an elongated slice of land that is situated in the San Francisco Bay. The site was created by tidelands fill during the 1960s. It has impressive 360 degree views. It is located at 1150 Ballena Boulevard in Alameda, CA on State Tidelands and is master leased by SHM Ballena Isle, LLC, a Delaware limited liability company.¹ The lease expires on December 31, 2028. It is expected that the lease for the hotel parcel will be extended, or separated from the Master Lease and extended well beyond its current period (the maximum term is 66 years).

The site consists of 27 acres of submerged land and 27 acres of uplands. The Master Lease is divided into three distinct parcels. Safe Harbor operates the marina of approximately 504 slips and several commercial buildings (see Attachment B).

Alameda's General Plan use for this site is a 220 room, 234,000 square foot hotel. The zoning is C-M-PD which is Commercial - Manufacturing District and Planned Development Combining District. Permitted uses include those uses permitted in C-1

¹ The Ballena Isle Tidelands are State of California owned sovereign lands held in trust for the benefit of the people of California and must be used for maritime related purposes and cannot contain residential uses. The City of Alameda is the State of California's agent to the Ballena Isle Tidelands.

(Neighborhood Business District) and C-2 (Central Business District) Districts, but excludes all residential uses. Please read the attached zoning descriptions for additional information (see Attachment C).

Transportation

The site is centrally located in the San Francisco Bay Area with convenient intermodal transportation:

- Oakland International Airport is approximately 7.5 miles from the site
- San Francisco International Airport is 26.5 miles from the site
- The 12th Street Bay Area Rapid Transit (BART) station is 3.5 miles from the site
 - San Francisco is a 10 minute BART ride
 - San Francisco is a 45 minute BART ride
- The Oakland Amtrak station is 3.5 miles from the site
- Alameda’s Main Street Ferry Terminal is 2 miles from the site
 - San Francisco is a 20 minutes ferry ride
- AC Transit bus stop is 1 mile from the site

Alameda’s Hotel Industry

Alameda has a small hotel industry consisting of seven lodging businesses with a total of 564 rooms as indicated below:

• Coral Reef Inn & Suites	100
• Extended Stay America — Loop Road	87
• Extended Stay America — Marine Village Parkway	121
• Hampton Inn & Suites	105
• Hawthorn Suites by Wyndham	50
• Marina Village Inn	51
• Rodeway Inn	50

Alameda hotel property owners interviewed in a 2016 study noted that their properties were performing well, with one citing an 80 percent occupancy rate.²

The Project

The City and Safe Harbor Marinas are interested in seeking a development team that will build and operate a luxury hotel with meeting facilities and other amenities. The development team must have experience with complicated projects that include multi-jurisdictional requirements. The team must be able to design, develop and operate a first class hotel in an area that has strong labor ties.

² Alameda Visitor and Tourism Findings by Strategic Economics, September 19, 2016

The City's Economic Development Division is committed to shepherding this project through the City approval processes. Please see the attached At Your Service brochure (Attachment D).

IV. PROPOSAL REQUIREMENTS

The City is requesting that submitted proposals contain the following information in the ensuing order:

1. **Statement of Qualifications and Interest.** Explain the background of the organization and its principals. Describe relevant sector experience, including similar work.
2. **Detailed description of persons and resources committed to providing services.** Provide resume and other background information regarding the individual or individuals who will be assigned to this project.
3. **Understanding and Approach.** Provide a statement demonstrating the organization's understanding of the proposed services and describing your approach to the project.
4. **Scope of Services.** Detailed scope of services describing the tasks necessary to complete the work as described in Section I.
5. **Cost Proposal to perform the Scope of Services.** Provide hourly billing rate by staff position, and a total not-to-exceed budget by task.
6. **Proposed schedule.** Provide a schedule for completing the proposed services.
7. **References.** Provide complete contact information for at least three major clients with whom the organization has worked on similar projects within the past three years.
8. **Comments/Questions on the City Standard Service Provider Agreement.** Statement indicating that the organization has reviewed the City's standard service provider agreement (see Attachment E) and is able to meet the Agreement's requirements. If the organization has any questions/concerns related to any provisions of the Standard Agreement, they must be submitted in writing with the response to this Request for Proposals (RFP). Failure to do so while be deemed acceptance of all provisions of the Standard Agreement.

V. ESTIMATED SCHEDULE

The City reserves the right to alter the following schedule as necessary.

RFP Issued	August 17, 2017
Proposals Due	September 14, 2017 at 4:00pm
Interviews (tentative)	Week of September 25, 2017
Award of Contract (tentative)	Week of October 2, 2017

VI. EVALUATION PROCESS

Proposals must fully address the evaluation factors, contain complete technical submittals, references and data to verify qualifications and experience and include a statement that the City contract can be executed, and any exceptions to the contract. Proposals without sufficient submittal data to provide a complete evaluation will be considered non-responsive. As part of the technical proposal, Proposers must evaluate the City's proposal terms and conditions. Any exceptions taken to the proposal specifications and/or the City's Service Provider Agreement must be listed as a separate item as *Comments/Questions on the City's Standard Service Provider Agreement, per Section IV, #8. Proposal Requirements* (see page 5).

All proposals will be reviewed for compliance with specifications including documented capability to provide the prescribed services in a satisfactory manner. Proposals will be evaluated in accordance with the following criteria:

- 1) Quality of proposal
- 2) Quality of organization and experience of individuals providing the required services
- 3) Demonstrated success in providing services of a similar nature
- 4) Cost
- 5) ALAMEDA local business preference. Alameda Municipal Code (AMC) Section 2-62.4 provides for a local business preference of five percent (5%) that may be awarded to Alameda local businesses who request the preference and who met the requirements contained in AMC Section 2-62.1 et seq.

AMC 2-62.1 defines a local business as "a business firm with fixed offices or locally taxable distribution points within the boundaries of the City of Alameda which holds a current [Alameda] business license with an Alameda business address which is not a post office box".

If a Proposer meets these qualifications and wishes to apply for the preference then the Proposer should include in their Proposal: (i) a written request for the local preference; (ii) a copy of their Alameda business license showing their Alameda business address; (iii) a statement of how long they have been an Alameda local business.

If awarded, the 5% will be added to the score after the oral interview. If the Proposer is comprised of a team and not all team members are local businesses, then the 5% will be prorated based upon the percentage of the contract amount to be earned by the local business.

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. Additionally, the City may seek clarification or additional information from Proposers. All Proposers shall verify if any addendum for this project has been issued by the City and shall respond to the final written RFP and any exhibits, attachments, and amendments. It is the Proposer's responsibility to ensure that all requirements of any addenda are included in the submittal. This RFP does not commit the City to award an agreement or to pay any costs incurred in the preparation of a response to this RFP. All documents, conversations, correspondence, etc. with the City are subject to the laws and regulations that govern the City.

The City will not discriminate against any interested organization or individual on the grounds of race, creed, color, sex, sexual preference, age, disability or national origin in the contract award. The City reserves the right to reject any and/or all proposals at its discretion and the right to waive minor irregularities in any proposals. Waiver of one irregularity does not constitute waiver of any other irregularities.

Award will be made to the Proposer offering the most advantageous proposal after consideration of the evaluation criteria set forth above. The City will not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the Client after all proposals have been evaluated.

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals.

The Proposer agrees to be bound by its Proposal for a period of one hundred twenty (120) days commencing on the Submittal Date, during which time the City may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

VII. SUBMITTAL INSTRUCTIONS

The proposal shall be signed by an individual(s) authorized to execute legal documents on behalf of the Proposer. Failure to provide all required submittals may result in a proposal being found non-responsive and given no consideration.

Three (3) hard copies of the proposal and one electronic pdf version of the proposal on a flash drive shall be received by the City no later than **4:00 p.m. on Thursday, September 14, 2017** to the following address:

Alameda City Hall
Community Development Department, Room 120
2263 Santa Clara Avenue
Alameda, CA 94501

Attention: Lois Butler

Late proposals will not be considered and will be returned to the Proposer unopened. The City assumes no responsibility for delays caused by delivery service. Postmarking by the due date will not substitute for actual timely receipt.

Any Proposal received prior to the Submittal Date may be modified or withdrawn by written request from the Proposer to the City up to the Proposal Submittal Deadline.

VIII. QUESTIONS

For information concerning RFP procedures and regulations (i.e., submission deadline, required forms, etc.), interested parties may contact Lois Butler, Economic Development Manager, at lbutler@alamedaca.gov or 510-747-6894.

IX. BID PROTEST PROCEDURE

A Proposer who timely submitted a Proposal may protest pursuant to the protest procedures applicable to this RFP as follows:

Any Proposer who has timely submitted a Proposal may protest the recommended award by filing a protest which complies with this RFP Section **within (5) business days after the Announcement of the Selected Proposer Date listed on the first page of this RFP (as amended by written addendum, if any)**. Postmarking by the due date will not substitute for actual timely receipt.

1. The protest must be based on one or more of the following grounds:
 - (i) the selected Proposer does not meet the minimum qualifications stated in the RFP or its exhibits;
 - (ii) the selected Proposal is nonresponsive in that it fails to offer all of the services requested in the RFP that have not either been modified or waived by the City;
 - (iii) the RFP or its exhibits were ambiguous or inconsistent in a materially significant way and such ambiguity or inconsistency gave the selected Proposer an unfair competitive advantage; or
 - (iv) the selection process was unfair in that the City failed to follow the stated selection process which gave an unfair competitive advantage to the selected Proposer and the selection process was not modified or waived pursuant to the RFP.

2. The City take a number of factors into account when making its selection and thus no single factor or criteria can outweigh all the others combined. As such, the following are generally not grounds for a valid protest:

- (i) The protester feels they have more experience than the selected Proposer;
- (ii) The protester feels they are better qualified than the selected Proposer; or
- (iii) The protester offered a lower price for the same services.

3. The protest shall contain a full and complete written statement specifying in detail the grounds for the protest and the facts supporting the protest. The protest shall make specific reference to the applicable sections of the RFP, its exhibits and /or sections of the selected Proposal.

4. The protest shall be emailed or hand delivered to the Project Manager at the address and email listed in Section VI above with a copy to the selected Proposer.

5. The selected Proposer shall respond in writing to the allegations contained in the protest within three (3) business days of receipt thereof. The response shall be emailed or hand delivered to the Project Manager at the address and email listed in Section VI above with a copy to the protester.

6. The City Attorney will review the protest, the response and promptly initiate an investigation. The protester and all Proposers shall cooperate with any inquiries from City Attorney's Office.

7. At the conclusion of the investigation, the City Attorney shall issue a letter to the protester with a copy to the selected Proposer regarding his/her findings. The role of the City Attorney is to determine whether or not City staff followed the selection process outlined in the RFP and whether the RFP materials were materially ambiguous or inconsistent so as to give the selected Proposer an unfair economic advantage. If necessary, the City Attorney can recommend steps to correct the error; recommend stopping negotiations with the selected Proposer and start negotiations with the next highest scoring Proposer; reject all Proposals and restart the RFP process or such other remedy as may be in the City's best interest.

8. It is not the role of the City Attorney to second guess City Staff as to the relative strengths or weaknesses of the submitted Proposals. The City Attorney will not substitute his/her judgment for that of Staff so long as the RFP process has been substantially followed.

9. If the contract requires City Council approval, then a protester who is dissatisfied by the finding of the City Attorney shall have an opportunity to appear and be heard by the City Council at the public hearing to award the contract. The City Council's decision to award or not award the contract is final.

X. ADDITIONAL TERMS AND CONDITIONS

A. Nondiscrimination

The City will not discriminate against any interested individual, firm or Proposer on the grounds of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation.

B. City's Right to Modify RFP

The City reserves the right at its sole discretion to modify this RFP (including but not limited to the scope of services and/or the selection criteria) should the City deem that it is in its best interests to do so. Any changes to the proposal requirements will be made by written addendum. The failure of a Proposer to read the latest addendums shall have no effect on the validity of such modification.

C. City's Right to Cancel RFP

The City reserves the right at its sole discretion to cancel this RFP in part or in its entirety should the City deem that it is in the City's best interests to do so.

D. City's Right to Reject All Proposals

The City reserves the right, in its sole discretion, to reject all Proposal and not to award the contract should the City deem that it is in its best interests to do so. In addition, the City Council (if the contract requires City Council approval) may, in its reasonable discretion, disregard City staff's recommendation and select a different Proposer than the one recommend by City staff.

E. City's Right to Extend RFP Deadlines

The City reserves the right to extend any of the deadlines listed on the first page of this RFP by written addendum should the City deem that it is in its best interests to do so.

F. City Right to Negotiate With Selected Proposer

The City reserves the right to negotiate with the selected Proposer regarding their exceptions to the standard service provider agreement, if any, or regarding other price and terms in their Proposal and to require the selected Proposer to submit such technical, price, or other revisions of their Proposals as may result from negotiations.

G. Cost of Proposals

All costs incurred during proposal preparation or in any way associated with the Proposer's preparations, submission, presentation or oral interview shall be the sole responsibility of the Proposer.

H. Liability for Proposal Errors

Proposers are liable for all errors and omissions contained in their Proposals.

I. Permits and Licenses

Proposer and all of Proposer's sub-consultants, at their sole expense, shall obtain and maintain during the term of any agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License which will be required in connection with the performance of services contained in their Proposal.

Attachments

- A. At A Glance
- B. Ballena Isle Parcel Map
- C. C-M, PD, C-1 and C-2 zoning descriptions
- D. At Your Service
- E. City Standard Service Provider Agreement