

# REQUEST FOR PROPOSALS

**Redevelopment Opportunity for Properties located at  
400 Key Highway, Baltimore, MD, 21230**

**RFP Issue Date: September 22nd, 2023  
Proposals Due: October 23rd, 2023**



Colin Tarbert, President & CEO

Baltimore Development Corporation  
Request for Proposals  
*Inner Harbor Marina*  
Table of Contents

I.	Introduction.....	3
II.	Site Description.....	3
III.	Intent of Offering .....	3
IV.	Evaluation Criteria .....	4
V.	Proposal Content and Submission Requirements .....	5
VI.	Contract Terms and Conditions .....	6
VII.	Pre-Proposal Access and Inspection .....	7
VIII.	Award Procedures .....	7
IX.	Schedule of Events.....	8
X.	Rights Reserved and Administrative Information .....	9
XI.	Employ Baltimore and Commitment to Comply .....	11
XII.	Exhibits .....	12

## **I. Introduction**

The City of Baltimore Development Corporation (BDC), on behalf of the Mayor of Baltimore (the “City”), through this Request for Proposals (RFP), is seeking written proposals from qualified Respondents for the leasing, capital improvement and maintenance of City-owned property located in the Inner Harbor. The site is located on the south side of the Inner Harbor, co-located on property with the Rusty Scupper restaurant. The address is 400 Key Highway, Baltimore, MD, 21230.

## **II. Site Description**

The site is located in the Inner Harbor on the first floor of The Rusty Scupper Restaurant, and is comprised of leased office and guest space on the first floor of the building, outdoor space that provides access to the facility, marina and fuel point. The site is described in more detail below and can be viewed in Exhibits A, B, and C.

### **PROPERTY**

400 Key Highway, Baltimore, MD, 21230 (Block 0890, Lot 007B). The Marina piers, access gate to the piers, fuel point, marina offices and conference room, and the bathroom, shower and laundry facilities are the extent of the physical space to be leased and maintained by the lessor.

The marina consists of up to forty 40’ slips, seventy-two 52’ slips, 6 – 8 slips on the 800’ walkway, 1 – 2 slips on the 190’ walkway and 1 slip each on the two T-Heads, totaling 124 potential slips, if configured optimally with accompanying size craft docked.

## **III. Intent of Offering**

The City of Baltimore Development Corporation is seeking proposals from qualified marina operators or interested parties (the “Respondent”), to enter into a lease agreement for the site, in accordance with the objectives, goals, and regulations as stated herein (the “Proposal”). The intent of this RFP is to contract with a long-term operator of the Inner Harbor Marina to achieve the City’s objectives and income for the City and enhanced experiences in and around the Marina.

In addition, a new dock is being installed in Q1 2024 to house and host kayak rentals for the newly commissioned Blueway, and which will become a part of the Inner Harbor Marina operation.

The intent of this RFP are, but not limited to, as follows:

- A. To find an operator to run and maintain a first class, centrally located Marina in Baltimore’s Inner Harbor;

- B. Establish a kayak rental service and maintain the publicly-accessible kayak dock for boaters renting kayaks and those providing their own;
- C. Maximize revenue generation from annual and transient boaters;
- D. Build and maintain relationships with outside vessel operators to generate revenue from diesel and gasoline sales;
- E. Complete ongoing maintenance and capital improvements of the Marina;
- F. Lessor must acknowledge that employees of the Baltimore Police Department, Baltimore Dockmaster's Office and Water Taxi service shall have use of the laundry, bathroom and locker room facilities;

#### **IV. Evaluation Criteria**

Proposals shall be evaluated based on, but not limited to, the following criteria:

- A. The scope, quality, and degree to which the Respondent's Proposal addresses the RFP's goals, intents, and terms of offering;
- B. Respondent's ability to provide or obtain sufficient financial resources to operate the Marina;
- C. Respondent's track record of operating similar marinas, as a gauge for ability to manage the Inner Harbor Marina;
- D. The quality of the proposed development in terms of financial stability, estimated revenue for the City and the viability of proposed plans for the Marina;
- E. Capital improvements paid for by the operator/lessee;
- F. The lease payment structure and terms to be paid by the Respondent including:
  - Fixed rent
  - Percentage rent/revenue share (Typically, the lease structure has been one of fixed rent plus revenue sharing.)
  - Fuel commission revenue sharing
- G. Conformity of the proposed development to the Federal, State, and City laws, ordinances, and regulations;
- H. Job retention and creation;

Baltimore Development Corporation  
Request for Proposals  
*Inner Harbor Marina*

- I. The extent to which the Proposal complies with and meets the goals of the Employ Baltimore Program and the City's MBE / WBE program;
- J. Respondent(s) ability to undertake leasing and management of the property in a timely fashion;

**V. Proposal Content and Submission Requirements**

All proposals must be received by the Baltimore Development Corporation no later than Noon EST on October 23rd, 2023.

One original and one (1) hard copy of the Proposal and one (1) electronic version of the Proposal on a flash drive are required. All materials must be submitted with a \$400 non-refundable fee payable to the City of Baltimore Development Corporation.

Proposals should be mailed or hand delivered to:

Baltimore Development Corporation  
36 South Charles Street, Suite 2100  
Baltimore, Maryland 21201  
Attention: Kim Clark, Executive Vice President

Proposals must include a table of contents referencing each of the sections listed below in the order indicated.

- A. A detailed summary including, but not limited to, the following information:
  - a. Company/organization name;
  - b. Executive summary of organizational experience as it pertains to leasing and operating the Marina;
  - c. Proposed ownership structure of the company/organization, entity or entities, individual members, and ownership percentages;
  - d. Names of company team members including the lessee, operator and proposed tenants, if any;
- B. Proposed lease terms, terms of operation if applicable, and any and all conditions proposed for the agreement;
  - a. Any proposal must be specific regarding fixed rent, the percentage of revenue shared with the City and the percentage of fuel sales shared with the City;

Baltimore Development Corporation  
Request for Proposals  
*Inner Harbor Marina*

- b. All submissions must state that the lessee is solely responsible for all expenses and improvements to the Marina for the entire term of the lease.
  - c. Any proposal must also state that the Marina piers, access gate to the piers, fuel point, marina offices and conference room, and guest facilities are the extent of the physical space to be leased and maintained by the lessor;
- C. A five year business plan with financial information presented in Microsoft Excel format.
- D. Submit the Employ Baltimore Certification Statement (see Exhibit D, Employ Baltimore).
- E. Sign and Submit the Commitment to Comply form with the City of Baltimore's Minority and Women's Business Enterprise Program (See Exhibit E, Commitment to Comply).
- F. Provide the following supplemental information:
  - a. Detailed narrative statement describing the previous experience of the Respondent and principal Operating Team members, especially with regard to operations that are relevant to the operation proposed. Emphasize aspects in which the team's qualifications are believed to be exceptional or unique.
  - b. A list of examples of relevant marina(s) operated by the Respondent.
  - c. Resumes of the Operating Team.

**VI. Contract Terms and Conditions**

- A. Laws: The laws of the State of Maryland shall govern the Contract.
- B. Liability: All Respondents are independent contractors. BDC assumes no liability for the injury to the contractor's agents or employees, unless BDC, BDC's agents or employees cause such injury by gross negligence or intentional acts. The contractor will be liable for any damage caused by negligence of the contractor, its agents or employees. Neither party shall be liable to the other for any incidental or consequential damages arising from the Contract.
- C. Insurance: The selected Respondent will furnish insurance certificates as a condition of the contract award naming the City of Baltimore and the Baltimore Development Corporation as additionally insured. The Respondent must maintain the required coverage throughout the length of the contract. The coverage must contain a 30-day notice of cancellation.

## **VII. Pre-Proposal Access and Inspection**

The Property is available for inspection at the Pre-Proposal Conference, which will be held on TOUR DATE at 10:00 AM (meeting in front of The Rusty Scupper restaurant, which is adjacent to the Inner Harbor Marina). For further information please contact:

Donald Morrison  
Baltimore Development Corporation  
36 South Charles Street, Suite 2100  
Baltimore, Maryland 21201  
E-mail: [dmorrison@baltimoredevelopment.com](mailto:dmorrison@baltimoredevelopment.com)

## **VIII. Award Procedures**

A. BDC will not be limited solely to the information provided by the Respondent, but may utilize other sources of information useful in evaluating the Respondent's ability to perform. All proposals submitted in response to this RFP must be mailed or hand delivered. No e-mailed or faxed proposals will be accepted. Proposals arriving after the deadline may not be accepted. Unsolicited amendments to proposals arriving after the Closing Date and time may not be accepted.

B. Respondents may be required to make a presentation or presentations, at a mutually convenient time, to community stakeholders to obtain feedback prior to final approval by the BDC. All such meetings will be arranged by BDC. The respective community stakeholders may submit written comments about the Project to BDC, to which the Respondent may be required to respond in writing within ten (10) business days.

C. BDC may convene a Review Panel to evaluate the Proposals. The Review Panel may include members of the BDC Board of Directors and BDC staff, representatives from other City and State agencies, and community stakeholders.

D. Oral presentations to the Review Panel, or the BDC Board of Directors or staff (or any committee thereof) may be required, for the purposes of clarifying the proposal.

E. All Requests for Information (RFI) related to the RFP process, the preparation of the Proposal, or the Property shall be made in writing. All responses to the RFI shall be provided by BDC and shall be in writing and delivered to all registered Respondents, or alternatively may be issued as an Addendum to the RFP by BDC. The deadline for receipt of all RFI shall be at least ten (10) days prior to the Closing Date. BDC shall issue all written responses to RFI or shall issue an Addendum at least seven (7) days prior to the Closing Date.

Baltimore Development Corporation  
Request for Proposals  
*Inner Harbor Marina*

F. BDC, on behalf of the City, will issue an Exclusive Negotiating Privilege (ENP) to the selected Respondent. The Term of the ENP shall be determined by BDC. The ENP will specify the terms and conditions under which the City will negotiate with the selected Respondent, the requirements and the deadlines for commencing and completing said negotiations, and the terms and conditions under which the City will consider entering into a Management Agreement for the management and operation of the Property. A fee will be charged for the ENP. If negotiations have not been completed prior to the termination of the ENP, then the ENP shall expire. BDC may extend the ENP time period if it finds that negotiations are proceeding satisfactorily. Should the parties fail to agree upon the terms and conditions for the management and operation of the Property within the time frame specified in the ENP, including any extensions thereof, BDC may cancel negotiations with the first selected Respondent and proceed to negotiate with the next acceptable Respondent, or re-solicit for new proposals, or abandon the RFP process.

G. BDC, on behalf of the Mayor, or another appropriate designee of the City, shall issue a Right-of-Entry (ROE) to the selected Respondent setting forth the terms and conditions by which the Developer may access the Property during the ENP period. A fee for the Right of Entry will be charged. BDC may extend the ROE time period if BDC, in its sole discretion, finds that negotiations are proceeding satisfactorily. Pursuant to the ROE, the selected Respondent, its employees, agents, and representatives, shall be granted entry into the Property for the purposes of generating information on the Property to include, but not be limited to:

1. Building Conditions
2. Property layout and the location of the current amenities

H. Upon the successful completion of negotiations pursuant to the ENP, BDC, on behalf of the Mayor, or another appropriate designee of the City, will present a Management Agreement to the City's Board of Estimates (BOE) setting forth the terms and conditions of management and operation of the Property and any modifications thereto, if required. Decisions regarding the award, management and operation of the Property shall be made by BDC and recommended to the Board of Estimates for the City's official approval. Final acceptance of any management and operation proposal of the Property is subject to the approval of the Board of Estimates of Baltimore City in its sole discretion.

## **IX. Schedule of Events**

<b>Event:</b>	<b>Due Date:</b>
RFP Issued	September 22nd, 2023



Baltimore Development Corporation  
Request for Proposals  
*Inner Harbor Marina*

Pre-Proposal Conference & Site Visit <sup>1</sup>	September 28th, 2023
Request For Information - Deadline	October 6th, 2023
RFP Closing Date	October 23rd, 2023 at noon
Oral Presentations & Review Panel	To Be Scheduled If Necessary
Award Exclusive Negotiating Privilege	Fall 2023

**X. Rights Reserved and Administrative Information**

- A. Should it become necessary to revise any part of this RFP, provide additional information necessary to adequately interpret provisions and requirements of this RFP, or respond to written inquiries concerning the RFP, BDC reserves the right to issue an Addendum to RFP registrants by posting such Addendum on its web site.
- B. BDC reserves the right to extend any dates in this RFP by a reasonable time period.
- C. BDC reserves the right, in its sole discretion, to recommend the award of a contract related to this RFP based upon the written proposals received by BDC without prior discussion or negotiation with respect to those proposals. All portions of this RFP will be considered to be part of any contract awarded in connection with this RFP and will be incorporated by reference. Any contract awarded in connection with the RFP will be subject to approvals as required by City law, including the final approval by the Board of Estimates of Baltimore City.
- D. As part of the evaluation and development process, BDC specifically reserves the right to review and approve the drawings, plans and specifications for redevelopment with respect to their conformance with the goals and requirements of this RFP. Such review and approval is in addition to all other review and approvals required by Federal, State and City laws, rules, regulations, and ordinances.
- E. BDC reserves the right to turn down any drawings, plans or specifications that are not suitable or desirable for aesthetic or functional reasons. In such instances, BDC reserves the right to take into consideration, but shall not be limited to, the suitability of the schematic drawings, architectural treatment, building plans and elevations, materials and color, construction details, access, parking, loading, landscaping, identification signs, exterior lighting, trash collection, street, sidewalks and the synergy of the plan with its surroundings.

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<sup>1</sup> Group will meet in front of The Rusty Scupper 10:00 AM. Durable clothing and sturdy, non-slip footwear are strongly recommended.

Baltimore Development Corporation

Request for Proposals

*Inner Harbor Marina*

- F. BDC reserves the right to accept or reject any and all proposals, at its sole discretion, received as a result of this RFP, to waive minor irregularities, and to conduct discussions with any or all responsive Respondents, to serve the best interests of the City of Baltimore.
- G. BDC reserves the right to request additional information from any or all Respondents, if necessary, to clarify that which is contained in the Proposal.
- H. BDC reserves the right to require verbal inquiries to be provided in writing.
- I. Proposals will not be opened publicly.
- J. Neither the City of Baltimore, nor BDC shall be responsible for any cost incurred by any Respondent in preparing and submitting a Proposal or by submitting requested supplemental information in response to the RFP.
- K. The Respondent selected for award agrees that it will comply with all Federal, State and City laws, rules, regulations, and ordinances applicable to its activities and obligations under this RFP and the contract.

Baltimore Development Corporation  
Request for Proposals  
*Inner Harbor Marina*  
**Employ Baltimore and Commitment to Comply**

In responding to this RFP, the Respondent covenants and agrees to comply with the City's Employ Baltimore Program and Executive Order (see Exhibit G, Employ Baltimore Agreement) and be subject to compliance with Article 5, Subtitle 28 of the Baltimore City Code (2014 Edition) regarding participation by Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) (see Exhibit H, Commitment to Comply). Respondent covenants and agrees to use all reasonable good faith efforts to meet the Employ Baltimore and MBE/WBE participation goals for this Project. All questions related to the Baltimore City's Employ Baltimore Certification Statement should be directed to:

Yvette Clark  
Mayor's Office of Employment Development  
City Hall – Room 250  
100 North Holliday Street  
Phone (443) 984-3014  
Email: [employbaltimore@oedworks.com](mailto:employbaltimore@oedworks.com)

Baltimore City has an interest in and policy of encouraging the equitable utilization of minority-owned businesses and women owned businesses. The selected Respondent is strongly encouraged to make every good faith effort to equitably utilize the services of City certified minority business enterprises ("MBEs") and women owned business enterprises ("WBEs"). The selected Respondent is encouraged to use the MBE/WBE directory available online at: [www.baltimorecity.gov/government/law/mwboo](http://www.baltimorecity.gov/government/law/mwboo) or in print form from the Minority and Women's Business Opportunity Office to identify available minority-owned and women-owned businesses. Further information can also be obtained by contacting Courtney Billups, Chief of the Minority and Women's Business Opportunity Office.

Christopher R. Lundy, Esq.  
Chief, Minority & Women's Business Opportunity Office  
Baltimore City Department of Law  
100 N. Holliday Street, Suite 126  
Baltimore, MD 21202  
[christopher.lundy@baltimorecity.gov](mailto:christopher.lundy@baltimorecity.gov)

Baltimore Development Corporation

Request for Proposals

*Inner Harbor Marina*

**XI. Exhibits**

Exhibit A	Location Map
Exhibit B	Inner Harbor Marina Slip Map
Exhibit C	Financials 2021 - 2023
Exhibit D	Employ Baltimore Certification Statement
Exhibit E	Minority and Women's Business Enterprise Program Commitment

**EXHIBIT A  
LOCATION MAP**

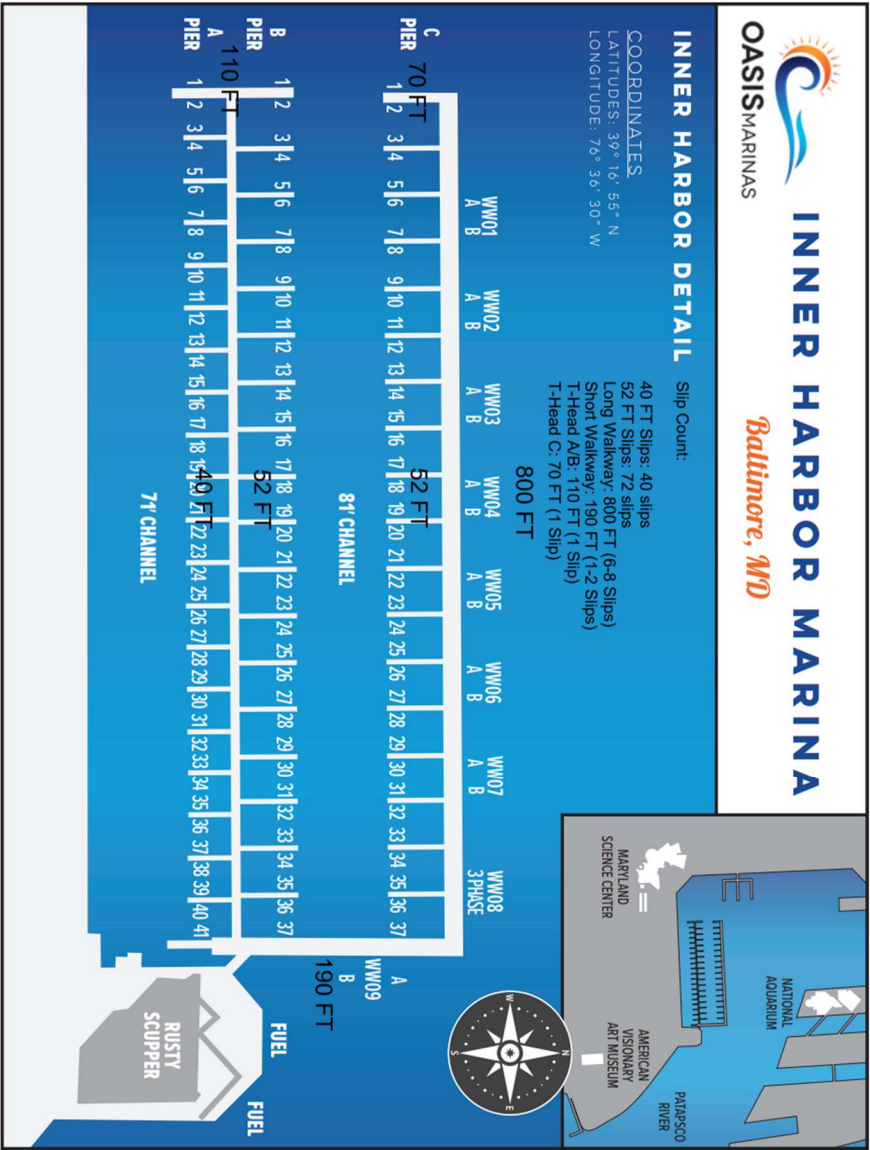
**Marina Location**



**Marina Layout**



EXHIBIT B  
INNER HARBOR MARINA SLIP MAP



**EXHIBIT C**  
**FINANCIALS 2021 – 2023\***

	<b>2021</b>	<b>2022</b>	<b>2023*</b>
Wet/Slip - Annual	\$ 103,006	\$ 242,082	\$ 173,731
Wet/Slip - Transient	\$ 137,517	\$ 87,777	\$ 51,036
Wet/Slip - Monthly	\$ 35,361	\$ 65,731	\$ 86,109
Fuel	\$ 431,015	\$ 459,930	\$ 249,380
Electricity	\$ 16,886	\$ 14,722	\$ 10,411
Pumpout	\$ 500	\$ 175	\$ 230
Merchandise	\$ 3,982	\$ 2,920	\$ 2,821
CAM, Parking, Misc Income	\$ 10,291	\$ 15,897	\$ 11,367
Total Revenue	\$ 738,559	\$ 889,234	\$ 585,086
COGS	\$338,135	\$392,483	217,792
Gross Profit	\$ 400,424	\$ 496,751	\$ 367,294
Payroll & Related Expenses	\$ 158,369	\$ 183,840	\$ 117,559
Parking	\$ 41,227	\$ 59,317	\$ 46,094
Insurance	\$ 26,879	\$ 25,480	\$ 6,591
Internet Expenses	\$ 22,671	\$ 22,494	\$ 10,300
Marketing	\$ 27,350	\$ 25,407	\$ 22,450
Professional Fee	\$ 25,107	\$ 36,014	\$ 20,515
Utilities	\$ 63,224	\$ 68,167	\$ 51,399
Other	\$ 136,438	\$ 132,841	\$ 110,755
Total Expense	\$ 501,265	\$ 553,560	\$ 385,663
Other Income	\$ 1,849	\$ 368	\$ 117
NOI	\$ (98,992)	\$ (56,441)	\$ (18,253)
*For the seven months ended, July 31, 2023			

**EXHIBIT D**

***Employ Baltimore***  
**CERTIFICATION STATEMENT**

<b>Contracting City Agency</b>	<b>Bid Number</b>	<b>Bid Due Date</b>

To promote the commitment to utilize ***Employ Baltimore*** to meet employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this agreement, contract awardees will complete and submit this certification statement with the bid package.

Excluded from this Executive Order are professional service contracts, emergency contracts, and contracts for \$49,999.00 or less.

Additionally, companies awarded construction contracts of \$ 300,000 or more that fully participate in the ***Employ Baltimore*** program and submit and comply with the certification statement, may receive an early release of or reduction in the retainage fee assigned to the contract.

**CERTIFICATION STATEMENT**

As a representative of \_\_\_\_\_, I

\_\_\_\_\_  
(NAME OF COMPANY) (PRINT NAME and  
TITLE)

Certify that a company representative will schedule a meeting with the Mayor's Office of Employment Development within two weeks of contract award to review the workforce plan required for this contract.

If there is a need for additional employees, I agree to post the new job openings with MOED's One Stop Career Center Network for seven (7) days prior to publicly advertising these openings. I agree to interview qualified Baltimore City residents referred from MOED. I agree to submit an Employment Report on June 30<sup>th</sup> and December 31<sup>st</sup> identifying the total number of workers on this project and total number of Baltimore City residents on payroll during each year of the contract and at the contract completion as a condition of release of the final payment or any retainage due.

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Company Address \_\_\_\_\_ Email: \_\_\_\_\_



**EXHIBIT E**

**COMMITMENT TO COMPLY WITH THE  
MINORITY AND WOMEN'S BUSINESS ENTERPRISE PROGRAM  
OF THE CITY OF BALTIMORE**

In consideration for receiving fiscal assistance from or through the City of Baltimore, the Developer covenants and agrees to comply with Article 5, Subtitle 28 of the Baltimore City Code (2007 Edition) regarding participation by Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) in its development of the Project known as \_\_\_\_\_ . Developer covenants and agrees to use all reasonable good faith efforts to meet the overall MBE participation goal and the overall WBE participation goal for the Project. The dollar amounts of the overall MBE goal and the overall WBE goal will be calculated using the following percentages:

**MBE 27%**

**WBE 10%**

Prior to the commencement of construction, Developer agrees to submit to the City written documentation, including executed contracts, service agreements, or utilization commitment forms which shall identify the particular minority and women's business enterprises (i) contracting directly with the Developer, or (ii) subcontracting with prime contractors who have contracted directly with the Developer. The executed contracts, service agreements, or utilization commitment forms submitted to the City shall specify the dollar value of the participation, the type of work to be performed, and such other information as may be reasonably required by the City.

In the event that after reasonable and good faith efforts to meet the goals, Developer is able to demonstrate to the satisfaction of the City that sufficient qualified and willing MBE's and WBE's are unavailable in the market area of the Project as defined by City law, then the Developer may request a waiver or reduction of the MBE and/or WBE goals.

The City's Minority and Women's Business Opportunity Office (MWBOO), or its successor, is designated to administer the provisions of the law on behalf of the City. Developer shall comply with the rules and regulations of the MWBOO or its successor in meeting the requirements of the law.

Baltimore Development Corporation  
Request for Proposals  
*Inner Harbor Marina*

COMMITMENT TO COMPLY WITH THE  
MINORITY AND WOMEN'S BUSINESS ENTERPRISE PROGRAM  
OF THE CITY OF BALTIMORE

THE UNDERSIGNED DO SOLEMNLY DECLARE AND AFFIRM THAT THEY  
ARE AUTHORIZED TO MAKE THIS COMMITMENT.

FOR: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Chief, Minority and Women's Business Opportunity Office

Anticipated Starting Date of Construction

Date: \_\_\_\_\_