

**REQUEST FOR  
PROPOSAL(RFP)**

**LEASING OF LAND FORMERLY KNOWN AS  
MCALLISTER SITE, ERIE PA**

**11/12/2021**



Erie-Western Pennsylvania  
Port Authority  
1 Holland Street  
Erie PA 16507  
(814) 455-7557

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## REQUEST FOR QUALIFICATIONS SUMMARY

### PROJECT: LEASE OF VACANT LAND ON EAST DOBBINS LANDING

The Erie-Western Pennsylvania Port Authority (Authority) will receive sealed proposals, for the Leasing of land formerly known as the McAllister Property on East Dobbins Landing in Erie, Pennsylvania.

**This Request for Proposal (“RFP”) is issued to provide the selection process for the leasing of space on East Dobbins Landing. Firms submitting a response to the RFP will be asked, at a minimum, to state their understanding/ experience of the project and offer their methodology and capacity for meeting the criteria noted in this RFP. In addition, a rent/fee proposal for the work as outlined in this RFP shall be submitted. The shortlisted finalists may then be requested to participate in an interview.**

The Authority will receive sealed bids until 3:00 p.m., local time on Thursday, January 6, 2022 at 1 Holland Street, Erie PA 16507. Proposals received after this date and time will not be accepted. Proposals will be publicly opened with portions read aloud.

Bidders may submit questions in writing only before 3:00 pm on Monday January 3, 2022. The Authority will not respond to questions submitted after that time.

Documents are available in pdf format and may be 1) downloaded from the Authority’s website [www.porterie.org](http://www.porterie.org) or by scheduling an appointment with the Authority. For additional information call (814) 455-7557. The Authority reserves the right to reject any or all bids.

## GENERAL INFORMATION

This Request for Proposal (“RFP”) is issued to provide the selection process for the leasing of vacant space on East Dobbins Landing, Erie PA. Firms submitting a response to the RFP will be asked at a minimum to 1) state their understanding/experience of the project, 2) offer their methodology and capacity for meeting the criteria noted in this RFP and 3) include a fee/rent proposal for the work as outlined in this RFP. The shortlisted finalists may be requested to participate in an interview. Anticipated start date for this lease will be April 1, 2022.

## BACKGROUND AND RESPONSIBILITIES

The Authority is seeking, through this RFP process, a private partner to bring additional activity without a substantial capital investment to East Dobbins Landing. Additional points will be awarded for scheduled activity outside of the Memorial Day through Labor Day time period. In 2018, the Authority completed its Master Development and Facilities Plan (found at [www.porterie.org](http://www.porterie.org)). This plan identified the need, in Phase 1, to create a casual collection of restaurants and retail uses in the area contained within the anticipated leased area noted in Exhibit B of this RFP. The Authority is looking for creative ideas to begin to implement the Master Plan in advance of physical infrastructure improvements which have yet to be planned or designed.

It will be the responsibility of the Respondent to manage any/all planned improvements and activities on the site. These responsibilities will include but not be limited to the following:

- Cost of all utilities for the leased premise
- Daily maintenance
- Properly staffing the leased premises
- Providing the Authority with a quarterly report detailing trends, successes and challenges the Respondent faced in the previous quarter
- Operation and representation of the facility in a professional, customer service-oriented manner showcasing the community, Authority and Respondent in the best manner

It will be the responsibility of the Authority to:

- Perform any “capital” maintenance item. Capital for this purpose is defined as work having a single cost in excess of \$2,500.00

## PROJECT DESCRIPTION

### 1.1 LOCATION

The Project is located on East Dobbins Landing, City of Erie, Erie County PA. East Dobbins Landing is physically located at the foot of State Street.

### 1.2 USE

a. The available lease space shall be filled with community-oriented retail uses or activities offering the public quality, product diversity, service and value. The lease area shall not, at any time during the term of the lease, be utilized as parking.

1.3 *LEASEHOLD DESCRIPTION*

A minimum of approximately 34,000 sq ft of exterior space on East Dobbins Landing. The Authority *may* expand the exterior leased area should the Respondent provide a compelling reason.

1.4 *LEASE AGREEMENT*

Lease Agreement to be prepared by the Authority.

1.5 *LEASE TERM*

The initial term of the Lease will be one year. The Authority is open to consider a longer initial term based upon the level of investment required to execute the Respondent’s vision.

1.6 *LEASE RATE*

The Respondent shall specify the monthly Rental Amount to be provided to the Authority in their proposal. The final rental amount will be determined by the outcome of the competitive RFP process and negotiated prior to the execution of a Lease Agreement.

1.7 *RENTAL CONCESSION*

The Authority does not have available Improvement funds to offer the Respondent at this time. However, depending on the level of capital improvement proposed by the selected Tenant and proposed project described in the response, rent credit/rental relief may be considered. From time to time, the Authority may have access to grants which may benefit the Respondent. The Authority is willing to pursue those grant opportunities in partnership with the Respondent, however the Respondent will be required to commit to any grant match requirements.

1.8 *CONDITION OF SPACE*

The space currently consists of a fenced in gravel lot. The area is currently fenced in with gate and “man door” access. The Authority is willing to consider removing the fence however, the southern boundary will need to be fenced for the adjacent lessee. Electric, water and sewer are available on site, however water and sewer service is not readily available.

1.9 *IMPROVEMENTS*

It should be noted that all equipment in the current vendor space is owned by the current lessee and will not be available for use by the Respondent.

1.10 *STATEMENT OF RIGHTS AND UNDERSTANDING*

The Authority reserves, and may in its sole discretion, exercise the following rights and options with respect to this Request for Proposals (RFP)

- a. To accept, reject or negotiate modifications to any and all proposals as it shall, in its sole discretion, deem to be in its best interest; submission of an RFP does not bind the Authority to any action or to any party. Submissions do not create or assume any relationship, agency or obligation by the Authority, its officers or employees.
- b. To issue additional solicitations for proposals and/or addenda to the RFP.
- c. To award the Lease to a Respondent the Authority has determined to be most responsive, who has submitted a complete proposal which meets the specifications and requirements which are deemed by the Authority most advantageous to and in the best interest of the Community.
- d. To negotiate with any one or more of the respondents.

- e. To waive any irregularities in any proposal.
- f. To select any proposal as the basis for negotiations or a Lease Agreement, and to negotiate with respondents for amendment or other modifications to their proposals.
- g. To conduct investigations with respect to the qualification of each respondent; to obtain additional information deemed necessary to determine the ability of the respondent to carry out the obligations of the Lease. This includes information needed to evaluate the experience and financial capability of the respondent.

#### 1.11 *INDEMNIFICATION AND INSURANCE*

Respondent shall procure and maintain at the Respondent's own expense for the duration of the agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the possession, occupancy, operation and use of the Premises by Respondent, Respondent's agents, representatives, employees or subcontractors.

- Comprehensive/Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.
- Workers' Compensation and Employer's Liability of not less than \$1,000,000 per accident.
- Property insurance against all risks of loss to the leased premises as well as any tenant improvements and personal property at full replacement cost with no coinsurance penalty provision.
- Insurance certificates naming the Authority as additional insured will be required prior to occupancy, but not required as part of this submittal.
- To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Umbrella and Workers Compensation policies in favor of "Owner", and this clause shall apply to "Owner's" officers, agents and employees, with respect to all projects during the policy term.

#### 1.12 *INDEPENDENT CONTRACTOR*

The Respondent, in the performance of the Lease Agreement, will be acting in an independent capacity and not as agents, employees, partners, or joint ventures of the Authority.

#### 1.13 *PROPOSAL EVALUATION*

An Evaluation Committee will review all proposals. Respondents who submit a proposal in response to this RFP may be required to give an oral presentation to the Committee and/or Authority Board of Directors. This will provide an opportunity for the Respondent to clarify or elaborate on the proposal. The Authority will award the Lease based on the proposal that best meets the Authority's requirements outlined in this RFP, would provide the best service to the community, and would provide the greatest return to the Authority.

#### 1.14 *EVALUATION CRITERIA*

The following criteria, not necessarily listed in order of importance, will be used to evaluate proposals. The Authority reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

- Thoroughness and completeness of proposal; responsiveness to RFP requirements.

- The scope, extent, applicability and quality of proposer’s experience.
- Financial resources, history and references of the proponents as well as the feasibility of the proposal.
- Compatibility of proposed operation with the surrounding uses and local community.

### 1.15 CONTACT

Brenda A. Sandberg, Executive Director  
 Erie-Western PA Port Authority  
 1 Holland Street, Erie PA 16501  
 (814) 455-7557  
[Info@porterie.org](mailto:Info@porterie.org)

**Notice: Other than the individual listed above, direct contact with the Authority, the Board, or other related parties, may cause the Respondent’s removal from the RFP process.**

### 1.16 SCHEDULE OF EVENTS

The anticipated schedule below outlines milestones for the project, please note all times below are local (Eastern Standard) time. These dates are subject to change at the discretion of the Authority.

DATE	TIME	EVENT
November 15, 2021		RFP Issued
December 6, 2021	10:00 AM	Non-mandatory site visit
January 3, 2022	3:00 PM	Deadline for receipt of questions and inquiries
January 4, 2022	Noon	Final responses to questions
<b>January 6, 2022</b>	<b>3:00 PM</b>	<b>Deadline for submission of proposals from candidates</b>
January 13, 2022		Notification to short-listed candidates
February 9, 2022		Authority Approval of Selected Candidate
February 23, 2022		Authority Board Approval of Lease Agreement

### 1.17 PROPOSAL INSTRUCTIONS

The Authority is looking to base their decision on qualifications of the proposing firms.

- **Submit a single electronic PDF file on a thumb drive of your proposal AND one paper copy by the submittal date/time aforementioned.** Oral, telephonic, email, or faxed proposals are invalid and will be considered as non-responsive.
- No Respondent may submit more than one proposal. Multiple submissions under different names will not be accepted from one individual, firm, Joint Venture, organization or association.
- Each Respondent must comply with the submission requirements as outlined. Submittals that fail to comply with the requirements as specified may be

deemed non-responsive and such determination will result in no further consideration of that respondent or the respondent's submittals by the Authority. At any stage, the Authority reserves the right to terminate, suspend or modify this selection process; reject any or all submittals at any time for any reason; and waive any informalities, irregularities or omissions in submittals, as the best interests of the Authority may require.

#### 1.18 *PROPOSAL REQUIREMENTS*

**Proposals must include, but are not limited to, the following items:**

1. Brief cover letter expressing interest and summary of proposal.
2. Proposal form (Exhibit A)

*Part 1 – Organization Information* Respondent/Owner and other references (including telephone numbers and email), please include relevant project team members.

*Part 2 – Project Experience or Organizational History*

3. Narrative of Proposal and Drawings as applicable

#### 1.19 *QUESTIONS, INQUIRIES, AND AMENDMENTS REGARDING THIS RFP*

Questions and inquiries regarding the RFP should be directed to the Executive Director listed above by the date aforementioned. The Authority will issue a response to all questions by email and posting on the Authority's website. Questions should not be submitted to any other parties; doing so will cause this candidate's removal from the RFP process.

#### 1.20 *PROPOSING FIRMS TO FULLY INFORM THEMSELVES*

Respondents are required to fully inform themselves of all project conditions which may impact their proposal and the Authority's requirements prior to submitting a proposal. Respondents should become acquainted with the nature and extent of the services to be undertaken and make all necessary examinations, investigations and inspections prior to submitting a proposal.

If requested in advance, the Authority will make every attempt to provide the Respondent additional access to the site to conduct such examinations as each Respondent deems necessary for submission of a proposal.

The Respondent is to consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work. The Authority will not consider any claims arising from failure to take such actions.

If a satisfactory agreement with the selected Respondent cannot be reached, at a price that is determined to be fair and reasonable, negotiations with that Respondent shall be formally terminated. Negotiations with the second ranked Respondent may then be initiated. Failing accord with the second ranked Respondent, the Authority shall formally terminate negotiations and may then undertake negotiations with the third ranked Respondent or re-issue the RFP at their discretion.

The Authority will have sole determination of which proposal is in the Authority's best interest.

#### 1.21 *RIGHT OF REJECTION*

The Authority reserves the right to accept or reject any or all responses to this RFP and to enter into discussions and/or negotiations with one or more qualified Respondents, if such action is in the best interest of the Authority. The Authority has the right, in its sole and absolute discretion, to select the proposal or proposals that the Authority determines meets its needs.

**1.22 MODIFICATION AND WITHDRAWAL OF PROPOSAL**

Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals due date/time provided that they are then fully in conformance with the RFP.

If, within twenty-four (24) hours after proposals are opened, any Respondent that provides written notice to the Authority and promptly thereafter demonstrates to the reasonable satisfaction of Authority that there was a material and substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal. Thereafter, the Respondent will be disqualified from further submissions under this Request for Proposal.

**1.23 PROPOSALS TO REMAIN OPEN SUBJECT TO ACCEPTANCE**

All proposals shall remain open for sixty (60) days after the day of the proposal opening, however the Authority may, in its sole discretion release any proposal prior to that date.

**1.24 COST OF PROPOSALS**

Expenses incurred in the preparation of proposals in response to this RFP are the Proposing Firm's sole responsibility. The Authority assumes no responsibility for payment of any expenses incurred by any Proposing Firm as part of the RFP process.

**EXHIBIT A – PROPOSAL SUBMISSION FORM**

**EXHIBIT B – AREAL OF LAND TO BE LEASED**

**EXHIBIT A**  
**PROPOSAL SUBMISSION FORM:**

In filling out this Proposal Submission Form respondent may: (1) replicate this format, or (2) utilize this format and fill in the appropriate information, attaching extra pages when additional space is needed. If replicated, the respondent assumes all responsibility for ensuring that all sections and wording are replicated, and all requested information is provided utilizing the required format.

**Section I. COMPANY NAME AS SUBMITTED TO IRS:**

1. Company Name Submitted to IRS: \_\_\_\_\_
2. Form of Organization: Individual , Corporation , Partnership
- Other \_\_\_\_\_ (explain: \_\_\_\_\_)
3. If Corporation, please complete the following: Organized under the Laws of: \_\_\_\_\_
4. Authorized Representative Name and Title: \_\_\_\_\_
5. Address of Company: \_\_\_\_\_
6. City / State / Zip Code: \_\_\_\_\_
7. Telephone Number and Fax Number: \_\_\_\_\_
8. Email address and website: \_\_\_\_\_

**Section II. REFERENCES**

**Industry References**

Please provide at least two industry references that can furnish the Authority information regarding organization or individual's experience. Include contact names and phone numbers. This information will be used to evaluate each Tenant's history.

1. Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Brief Description of Relationship: \_\_\_\_\_
2. Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Brief Description of Relationship: \_\_\_\_\_

**Credit/Bank References**

Please provide at least two bank, lender or other financial institution references that can furnish the Authority with information regarding organizations or individual's accounts and credit history. Include contact names and phone numbers.

1. Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_
- Brief Description of Relationship: \_\_\_\_\_

2. Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Brief Description of Relationship: \_\_\_\_\_  
\_\_\_\_\_

**Landlord References**

Please provide at least two recent landlord references (including current landlord if leasing). Include contact names, phone numbers and address of property leased.

1. Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Address of Property Leased: \_\_\_\_\_

2. Contact Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Address of Property Leased: \_\_\_\_\_

**Section III. SUBMISSION REQUIREMENTS**

A) Statement of Interest: this letter should provide a statement of interest highlighting the Respondent's qualifications, experience, and its understanding of the elements of this opportunity.

B) Experience: Provide a detailed history and description of the Respondent's experience including specific role and accomplishments, dates, size, type of operation, type of tenant improvement. Company brochure, annual report, photographs of existing retail locations, or similar material, if available.

C) Concept and Operation: Provide a detailed description of the type of operation you propose including hours of operation and items to be sold. If possible, please include a proposed design rendering and/or floor plan illustrating your concept.

D) Proposed Rent and Term: The tenant shall be expected to pay a rental fee to be specified in the proposal. Please describe in detail the proposed lease rate and requested length of term for the proposed operation.

E) Improvements, Estimated Capital Investment and Source of Funding: Provide a description including estimated amount of all proposed physical improvements, equipment and other investments you intend to make, and the time frame for making those improvements.

F) Financial Capability: (THIS ITEM TO BE SUBMITTED CONFIDENTIALLY UNDER SEPARATE COVER MARKED CONFIDENTIAL) Present evidence that the Respondent has the financial capability to carry out the proposed commitments. Evidence may include complete financial statement, audited, if possible, for the last completed fiscal year; detailed financial resume/balance sheet of principal participant(s) listing all income, expenses and assets including partial ownership interest in and income from any partially owned assets and list direct and contingent liabilities. This information will assist the Authority to determine if Respondent retains the financial resources to carry out the operation as well as provide a guarantee of lease.

G) Please provide any comments and/or additional suggestion for consideration by the Authority.

**Proposals may be delivered by mail or by hand to:**

**Erie-Western PA Port Authority  
Attn: RFP – Bicentennial Tower - Lease  
1 Holland Street  
Erie PA 16507**

# EXHIBIT B

