

**SOLICITATION OF BIDS AND REQUEST FOR PROPOSALS:
4,800 SF OF PRIME GROUND FLOOR LEASE SPACE
THOMAS GAMBLE BUILDING
2 EAST BAY STREET, SAVANNAH, GEORGIA
EVENT NO. 11622**

**SECTION II
SCOPE**

- 2.0 Broad Description of Project:** The Mayor and Aldermen of the City of Savannah (City) is soliciting sealed bids and detailed proposals to lease 4,800 square feet of prime ground floor building space (the “Premises”) fronting River Street in the Thomas Gamble Building located at 2 East Bay Street, Savannah, Georgia. The Premises is well-positioned in the heart of the riverfront area of the Savannah Landmark Historic District and enjoys views of the Savannah River and Hutchinson Island as well as exposure to a high volume of pedestrian traffic along this popular section of River Street. The Premises are currently leased to a tenant operating a restaurant, and the current lease expires on December 31, 2025. All furniture, fixtures, and equipment in the Premises are trade fixtures and/or the personal property of the current tenant and are not being offered as part of the proposed lease of the Premises.

Owner's objective: The City is soliciting sealed bids and proposals from interested parties to lease the Premises and operate it as an attractive and successful component of the Thomas Gamble Building and downtown riverfront area.

Please note the Thomas Gamble Building is planned for renovations to commence in 2025. These renovations will extend for an estimated period of eighteen to twenty-four months from renovation commencement, which is expected in July 2025. Structural and elevator-related work associated with this renovation project will take place within the Lease Premises. As a result, commencement of the Lease and occupancy of the Premises is not expected to occur until the 3rd Quarter of 2026. Upper floor renovations and associated construction-related activities will continue after lease commencement until completion of the Thomas Gamble Building renovation project in 2027.

Disposition Process. Georgia Code OCGA 36-37-6 governs the process by which municipalities of the State of Georgia lease real property. Any lease or contract for the use, operation, or management of any real or personal municipal property for longer than 30 days shall be by sealed bids or auction. The City will be offering this lease disposition by sealed bids. The City will award the lease to the highest responsive bidder or reject all bids. The tenant/contractor shall not mortgage or pledge the real property, lease, or contract the property as security for any debt or incur any lien or encumbrance against the property. The term of the lease is limited to an initial term of five years with the option to renew for another five years, after which the lease will terminate and expire and the lease or contract shall again be subject to public bid or auction. Other special conditions associated with the lease disposition of the real property are detailed in this solicitation.

The City will manage procurement of a tenant for the Premises through its Purchasing Department. The City has elected to offer the lease Premises to the public by soliciting competitive sealed proposals, and has elected not to offer the lease by auction. A description of any relevant or special conditions associated with the lease disposition is provided herein.

Pursuant to the provisions of OCGA 36-37-6, the City has retained the services of a Georgia licensed real estate broker to assist in this lease disposition. The broker is:

NAI Mopper Benton, LLC
1650 East Victory Drive
Savannah, GA 31404
Attn: Rex Benton
rbenton@naisavannah.com

The broker shall:

- i. Represent the City and comply with the requirements of this Code section, including, but not limited to, issuing a call or request for sealed bids from the public and causing notice to be published once in the official legal organ of the county in which the municipality is located or in a newspaper of general circulation in the community, not less than 15 days nor more than 60 days preceding the last day for the receipt of proposals. The legal notice shall include a legal description of the real property, a request for proposals, and shall state the conditions of the proposed lease, the address at which bid blanks and other written materials connected with the proposed lease may be obtained, and the date, time, and place for the opening of bids
- ii. Actively market the lease disposition of the real property;
- iii. Comply with all federal, state, and local laws;
- iv. Create a website which posts: the request for sealed bids; questions submitted by interested parties; responses to submitted questions as prepared by the City; dates the real property will be made available for public inspection; public information regarding the property; and other related communication and marketing information;
- v. Immediately forward sealed bids to the governing authority of the municipal corporation (the City Purchasing Department), which shall open such bids at the specified date, time, and place;
- vi. Only serve in the capacity of a broker engaged by a seller as provided for in Code Section 10-6A-5. A real estate broker representing a municipal corporation shall be prohibited from working with or aiding a prospective buyer in connection with the disposition of real property for which the real estate broker was contracted; and
- vii. Agree to accept the agreed upon sales commission based on the highest responsive bid received as so adjudicated by the governing authority of the municipal corporation, in its sole discretion.
- viii. In the event the municipal corporation decides to reject all bids and not award the lease to any of the bidders, the broker shall agree to accept the minimum payment in lieu of the commission as so agreed upon by the parties in an engagement contract.

2.1 Scope of Services: The successful proposer will operate and maintain the Premises in a manner that is compliant with all federal, state, and local codes, permitting, zoning, and licensing requirements.

2.1.1 General Terms and Conditions

- a) **Lease:** The City plans to grant to the successful bidder/proposer a lease to enter, use, occupy, and manage the Premises subject to terms and conditions stated herein.
- b) **Term.** The initial term of the Lease of the Premises will be five years with the option to extend for one additional term of five years; thus a maximum combined term of up to, but not exceeding, ten years.
- c) **Lease Commencement.** As previously stated herein, renovations are planned for the Thomas Gamble Building, and structural and elevator-related renovations will occur within the Premises. Therefore, the Premises will not be available for lease commencement and occupancy until those renovations within the Premises are completed, which is currently expected to occur in the 3rd Quarter of 2026, but could be delayed depending on conditions.
- d) **Rent.** The City is soliciting a proposed base rental rate per year of term(s) for use/occupancy of the Premises.
 - i. The City will require the annual rent to escalate each year of the term(s) at a rate of 4% per year.
 - ii. The City reserves the right to potentially negotiate a lease provision that includes percentage rent on gross sales.
- e) **Use.** Any use allowed by the current zoning, except for restricted uses noted herein.
- f) **Restricted Uses:** No bars or lounges will be allowed in the Premises unless an ancillary part of a larger restaurant operation, nor will any short-term vacation rental units be allowed.
 - i. Any offering of alcoholic beverages at the Premises must be licensed separately and comply with City and State alcohol licensing requirements.
 - ii. An ancillary bar and/or lounge use at the property is herein defined as comprising less than or equal to 10% of the Leased Premises.
- g) **General Condition of Premises:** Successful proposer will accept the Premises As Is – Where Is. The City does not intend to grant a tenant improvement allowance.
 - i. Tenant will be responsible for any and all proposed renovations to the Premises and be solely responsible for any and all furniture, fixtures and equipment (FFE) to be installed at the Premises.
- h) **Special Conditions of Premises.** Tenant will acknowledge the following in the Lease:
 - i. The elevator shaft and various foundational elements of the Thomas Gamble Building are within and encroach upon the lease Premises. City will require a Right of Entry for periodic access to the Premises for maintenance, inspection,

and repair of the foundation and elevator systems. City will coordinate and schedule such access with tenant at least 24-hours in advance. However, in the event of an emergency, City retains the Right-of-Entry to access the Premises as needed to repair the elevator and/or foundation and address any other life-safety related conditions.

- ii. As previously stated herein, the City intends to embark on a full renovation to the remainder of the Thomas Gamble Building. This scope will include reconfiguration of all systems, full build-out of the upper floors, and some exterior work. This work is scheduled to last until 2027. The successful proposer acknowledges this planned renovation may create noise and related impacts and/or disturbances and will indemnify the City from any and all such potential impacts and/or disturbances.
- i) **Assignment and sublicensing by successful proposer:** The agreement may not be assigned, nor shall the lease premises be sub-leased by the successful proposer to other occupants/users without the prior written consent of the City, whose consent can be withheld at the City's sole discretion.
- j) **Return of premises:** Successful proposer shall operate and maintain the lease Premises in a clean, safe, and sanitary condition and return the lease Premises in a vacant condition free of all FFE and in a clean and well-kept condition, normal wear and tear excepted.
- k) **Facility management and maintenance:** The successful proposer shall solely be responsible for securing, managing, maintaining, and repairing all aspects of the lease Premises, except the City will be solely responsible for and limited to maintaining and repairing: the roof, foundation, elevator, exterior walls, exterior windows, and exterior doors. Responsibilities of Tenant will also include, but not be limited to, janitorial services, pest control services, security services, and more.
- l) **Renovations of lease premises:** Any renovations or new construction proposed by the successful proposer at the lease Premises will be subject to the review and approval of the City at its sole discretion.
- m) **Utilities:** The successful proposer will be responsible for ordering and paying for electric and natural gas/propane expenses associated with the lease Premises. The City will provide water and sewer service at no charge to Tenant.

2.2 Proposal Format: To ensure a fair and transparent evaluation process, all proposals shall be submitted in the following format and include the specified information.

This Request for Proposal (RFP) includes a proposal form, Section III, for the information requested in this section.

- a) Cover letter stating the intent of the proposer for this event. Cover letter must include acknowledgement of all addenda issues for this proposal. If addenda are not acknowledged in the cover letter, proposals may not be considered further.

- b) Details regarding proposer's qualifications, experience, and capabilities to perform the scope of services, and **evidence of financial ability to perform and capital capacity to perform renovation and required start-up activities**
- c) Details regarding the proposed use concept/design, hours of operation, and other proposed operating information. Renderings and other depictions of the use are requested.
- d) The proposed rent to be paid to the City for lease of the Premises;
- e) Proposed schedule to commence operations.

2.3 Basis of Award:

Proposals will be evaluated according to the following criteria and weight:

- a. Income to City per proposed base rent; (45 points)
- b. Proposer's qualifications and experience (20 points).
- c. Proposed use/concept, preliminary design considerations/renderings, hours of operation, and other operating information; (15 points)
- d. Proposed schedule to complete set-up after lease commence and open for business operations (10 points)
- e. Savannah First (10 points)

Proposals shall be evaluated and scored by a selection committee. The selection committee may, at its option, request interviews with any and all proposers to gather additional information to be used in the evaluation process. Interviews may or may not be held on the premises of the City of Savannah. Any costs such as travel or preparation associated with the interview process will be borne solely by the proposers.

A short list may be developed, and interviews may be conducted with those proposers deemed most qualified. The City reserves the right to conduct interviews of all proposers at its discretion. The City also reserves the right to request the best and final offer (BFO) and to re-score evaluations based on the BFO response. Proposers may be required to clarify their proposal as part of the BFO response.

2.4 Authority and Discretion

The City of Savannah reserves the right to reject any proposals at its sole discretion or to negotiate with the highest and most responsive proposer. This discretion is integral to the City's commitment to a fair and transparent sale process.

2.5 Delivery

Proposals, including all required documentation, must be submitted electronically through the supplier portal only on the date specified in the web page listing for this event. This transparent process ensures that all proposals are submitted correctly and on time.

2.6 Copies: One (1) electronically submitted through the supplier portal of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

- 2.7 Contacts:** Proposers must submit proposals per the instructions in this RFP. All requested information must be submitted with the proposal. Instructions for the preparation and submission of proposals are included in this package. All questions regarding this request for proposal should be submitted in writing and emailed to the person listed on the summary event page.
- 2.8 Inspections:** The property will be available for inspection by appointment only. For further information, contact the City's real estate broker (as listed previously in this document) to schedule a time to inspect the lease premises. All questions arising from these inspections must be submitted in writing to the broker by the deadline stated on the event summary page.
- 2.9 Fees:** The Proposer shall submit proposed rental rate based on the detailed listing in Section 3.
- 2.10 Acknowledgement of Addenda:** The vendor is responsible for determining and acknowledging any addenda issued in connection with this RFP. An addendum must be accepted before proposals can be considered.
- 2.11 Insurance:** The successful proposer will provide and maintain in force throughout the Initial Term and Renewal Term, if so exercised, sufficient liability insurance in an amount not less than \$1 Million per claim, naming Mayor & Aldermen of the City of Savannah as a named insured as follows:

A. Comprehensive General Liability minimum limits are as follows:

- | | | |
|----|-----------------------------------|--------------|
| 1. | Each Occurrence | \$1,000,000 |
| 2. | Damage to Rented Premises | \$ 3,000 |
| 3. | Personal & Adv Injury | \$ 1,000,000 |
| 4. | General Aggregate | \$ 2,000,000 |
| 5. | Products-Completed Ops. Aggregate | \$ 2,000,000 |

B. Commercial Automobile Liability. Lessee must carry an automobile policy that includes coverage for owned, non-owned, and hired automobiles for a minimum of \$1,000,000 per occurrence

C. Workers Compensation. Lessee shall carry a workers' compensation policy that includes all statutory coverage required by Georgia state law for the minimum employer's liability limits as follows:

1. \$500,000 each accident
2. \$500,000 for each employee (disease)
3. \$500,000 policy limit (disease)

D. Umbrella/Excess Liability. Lessee shall carry an umbrella/excess liability policy which must follow form over underlying policies: general liability, auto liability, and employer's liability for minimum limits as follows:

1. \$1,000,000 per occurrence
2. \$5,000,000 aggregate

2.12 Savannah First - Local Vendor Definition

A bidder or business shall be considered a local vendor if it meets all of the following requirements:

- a) The bidder or business must operate and maintain a regular place of business with a physical address within the corporate limits of the city, and
- b) The bidder or business must at the time of bid or quotation submission, have a current city business tax certificate issued by the City for at least one year prior to the issuance of the requested competitive quote, bid, or proposal by the City (a post office box or temporary office shall not be considered a place of business), and
- b) The bidder or business performs quantifiable services in the ordinary course and scope of its business with the skills, qualifications, and expertise necessary to execute its contractual obligations to the City.

SECTION III

FEE PROPOSAL

ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.SAVANNAHGA.GOV.

Fee proposals and other requested information shall be submitted in a separate attachment to the Event.

ADDENDA ACKNOWLEDGMENT

My signature below confirms my receipt of all addenda issued for this proposal.

Signature

*This acknowledgment is separate from my signature on the fee proposal form. My signature on the fee proposal form will not be deemed as an acknowledgment of addenda.

Annual Cost \$ _____

Attach Documentation: Evidence of Financial Ability to Perform, Proposed Scope of Work, Timeline/Schedule.

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ ZIP _____

TELEPHONE: (_____) _____ FAX: (_____) _____
Area Code Area Code

EMAIL: _____

I certify this proposal complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy.

Please Print Name

Authorization Signature

Date

NON-DISCRIMINATION STATEMENT

The bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against based on race, color, national origin, or gender in connection with any bid submitted to the City of Savannah or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this company to provide equal opportunity to all businesspersons seeking to contract or otherwise interested in contracting with this company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, we acknowledge and warrant that this company has been made aware of, understands, and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this company may hereafter obtain and;
- (6) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Savannah to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the agreement, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Signature

Title

CONTRACTOR AFFIDAVIT AND AGREEMENT
Employment Eligibility Verification

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation that is contracting with the City of Savannah has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Savannah, a contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially identical form. The contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Savannah at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY:

Contractor Name

Date

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

* * * * *

Instructions for Completing Contractor Affidavit and Agreement Form

As required under Senate Bill 529 – “Georgia Security and Immigration Compliance Act” of 2006, O.C.G.A. Section 2, Article 3 13-10-91, public employers, their contractors, and subcontractors are required to verify the work eligibility of all newly hired employees through an electronic federal work authorization program. The Georgia Department of Labor has added a new Chapter 300-10-1, entitled "Public Employers, Their Contractors, and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," to the Rules and Regulations of the State of Georgia. (See website: http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf.) The new rules designate the “Employment Eligibility Verification (EEV) Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at: <https://everify.uscis.gov/enroll/StartPage.aspx?JS=YES>. Bidders shall comply with this new rule and submit with your bid the attached “Contractor Affidavit and Agreement.”

Affidavit Verifying Status for City of Savannah Benefit Application

By executing this affidavit under oath, as an applicant for a City of Savannah, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for a City of Savannah contract for _____. [Name of natural person applying on behalf of the individual, business, corporation, partnership, or other private entity]

1.) _____ I am a citizen of the United States.

OR

2.) _____ I am a legal permanent resident 18 years of age or older.

OR

3.) _____ I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 *et seq.*) 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date

Printed Name:

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 20____

*

Alien Registration number for non-citizens.

Notary Public
My Commission Expires:

***Instruction for Completing Systematic Alien Verification
for Entitlement (SAVE) Form***

O.C.G.A. § 50-36-1 requires Georgia's cities to comply with the federal **Systematic Alien Verification for Entitlements (SAVE) Program**. SAVE is a federal program that verifies that applicants for certain "public benefits" are legally present in the United States. Contracts with the City are considered "public benefits." Therefore, the successful bidder must provide the Affidavit Verifying Status for the City of Savannah Benefit Application before receiving any City contract. The affidavit is included as part of this bid package but is only required of the successful bidder.