



100 JAMES ROAD

JEKYLL ISLAND, GA 31527

(912) 635-4000

Request for Proposal # 366

for

**Phase I & II Archaeological Investigations
of the Jekyll Island Golf Courses**

Date Issued: 5/19/2021

Submission Deadline:

Friday, June 11, 2021
at 2:00p.m. Eastern Time

SECTION 1

GENERAL INFORMATION

This is an invitation to submit a proposal to establish a contract with an interested qualified professional to provide Jekyll Island Authority with the services as indicated herein. The Authority certifies that the use of competitive sealed bidding will not be practicable or advantageous to the Authority or the State of Georgia in completing the acquisition described in this Request for Proposal (“RFP”). This RFP process will be conducted to gather and evaluate responses from a company or person desiring to do business with the Jekyll Island Authority (“Proposer”) for a potential award. After evaluating all the Proposals received prior to the Close Date of this RFP and following negotiations and resolution of contract terms (if any), the preliminary result will be submitted to the Board of Directors for consideration and approval. Subject to and following Board approval, a contract will be executed.

Jekyll Island. Jekyll Island is a unique, state-owned barrier island that balances conserving and preserving natural, historic, and cultural resources with providing accessible, affordable recreation, vacation, and educational opportunities for the people of Georgia and beyond. Surrounded by picturesque marshes and breathtaking oceanfront, Jekyll Island is a peaceful costal habitat. The barrier island contains one of the few remaining intact maritime forests on the Eastern seaboard. Originally inhabited by Native Americans, Jekyll was explored by the French and Spanish, and first settled by the English. From early settlers to America’s social elite to today’s young explorers, this special barrier island has captured imaginations for generations.

Jekyll Island Authority. Recognizing that our island’s natural beauty and vibrant history set us apart from any other coastal destination, the Governor and the Georgia State Legislature established the island as a State Park in 1950 and entrusted its care to the Jekyll Island Authority. Since its inception, the Authority has set up parameters to protect the island ecosystem, while ensuring it remains an inviting place for residents and guests. Today, the Authority is a self-supporting state entity responsible for the management and stewardship of Jekyll Island.

Our Mission

As stewards of Jekyll Island’s past, present, and future, we are dedicated to maintaining the delicate balance between nature and humankind.

Our Vision

Through progressive stewardship and excellent customer service, Jekyll Island will be recognized as a sustainable conservation community that is the choice destination among all who experience its unique environment, services, and amenities.

RESOURCES:

Jekyll Island Ordinances:

https://library.municode.com/ga/jekyll_island_authority/codes/code_of_ordinances

Code of Georgia: <http://www.lexisnexis.com/hotttopics/gacode>

SECTION 2

DEFINITIONS

- 2.1 Contractor:** Contractor means any person or business having a contract with Jekyll Island Authority.
- 2.2 Fee:** A dollar amount inclusive of all Proposer's costs (overhead, insurance, labor, equipment, advertisements, permits, etc.), general and accounting, and profit. The cost associated with any incidental items in which no specific pay items are set up for shall be included in the overall cost of the project.
- 2.3 Jekyll Island-State Park Authority ("JIA" or "Authority" or Jekyll Island Authority):** a public authority created by the General Assembly of the State of Georgia and deemed an instrumentality of the State of Georgia and a public corporation.
- 2.4 Professional Services:** Those services as outlined in this Request for Proposal and the Proposal that Proposer will perform during this Project.
- 2.5 Project:** The Professional Services and work and collaboration between JIA and Contractor and their team, staff, consultants, and representatives to carry out the purpose of this Request for Proposal.
- 2.6 Project Manager:** That staff member and day-to-day representative of the Jekyll Island Authority for this Project. The Project Manager is the point of contact for this Project.
- 2.7 Proposal:** An offer or statement of a price and project description in response to a request for services to be rendered to the JIA.
- 2.8 Proposer:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity that has submitted a proposal to the Jekyll Island Authority in such capacity before a contract has been entered into between such party and the JIA.
- 2.9 Request for Proposal ("RFP"):** Those documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein. The Request for Proposal, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposal, Addendum, and/or any other pertinent documents form a part of the Proposal and by reference are made a part hereof.

SECTION 3

SCHEDULE OF EVENTS

- 3.1 Schedule of Events.** The schedule of events represents the JIA's best estimate of the schedule that will be followed. However, delays to the process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the JIA reserves the right to adjust the remainder of the proposed dates on an as-needed basis.

Description	Date and Time
Deadline for written questions	6/2/2021at 2:00 p.m. ET
Responses to Written Questions	6/4/2021at 5:00 p.m. ET
Proposals Due / Close Date Proposal Opening Date	6/11/2021at 2:00 p.m. ET
Proposal Evaluation Completed (on or about)	One to Three Weeks after Close Date
Interviews Begin	One to Three Weeks after Close Date
Negotiations (discretionary)	Four to Six Weeks after Close Date
Notice of Intent to Award (emailed) (on or about)	Four to Six Weeks after Close Date
Resolution of Contract Terms	Prior to Consideration of Board Approval
Consideration of Board for Approval	7/20/2021
Notice to Proceed Issued - Estimated Work to Begin	One to Three week(s)after Board Approval

- 3.2 Proposer Questions and Inquiries.** Questions and requests for clarification may be submitted up to the date and time set forth above via email to Andrea Marroquin at amarroquin@jekyllisland.com. No questions will be accepted after this. **Contact with other staff of the Authority or members of the Board or contact with Andrea Marroquin other than as permitted here regarding this RFP is strictly prohibited and will result in disqualification of the Proposer.** A final summary of the questions received and the Authority's responses will be posted on the Georgia Procurement Registry, the Authority website, and, if answers to submitted questions materially change the conditions and specifications of this RFP, sent periodically via email to those who have requested the RFP no later than the date and time set forth above. No questions other than written will be accepted. No response other than written will be binding upon the JIA. Proposers are cautioned that the JIA may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. In submitting your question, you must include your company name, your question, and cite the relevant section of the RFP.
- 3.3 Negotiations.** Following any submissions or presentations, the finalist(s) may be re-evaluated. Should it become necessary, JIA may negotiate, verbally or in writing, with the Proposer(s) whose proposal(s) is/are determined to be most advantageous to JIA. Such Proposer(s) may be asked to submit a revised written offer. However, JIA reserves the right to accept a proposal as

submitted; accordingly, it is imperative that all Proposers present their best offers in their initial submission. In the event all responsive Proposals are in excess of the budget, the JIA, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the best Proposer, or (ii) to negotiate with the best Proposer only for the purpose of making changes to the Project that will result in a cost to the JIA that is within the budget, as it may be amended.

- 3.4 JIA's Right to Request Additional Information.** Prior to contract award, the JIA must be assured that the selected Proposer has all the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the needs of the JIA, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the JIA is unable to assure itself of the Proposer's ability to perform, if awarded, the JIA has the option of requesting from the Proposer any information deemed necessary to determine the Proposer's ability. If such information is required, the Proposer will be so notified and will be permitted a certain period to submit the information requested.
- 3.5 Notice of Intent to Award.** The prospective successful Proposer, if any, will be notified by e-mail of the Authority's Notice of Intent to Award the contract to the Proposer. The Notice of Intent to Award is not notice of an actual contract award; instead, it is notice of the JIA's expected contract award(s) pending resolution of the protest process and Board approval.
- 3.6** Resolution of contract terms may commence with the prospective successful Proposer. The draft contract format (as may be amended in JIA's sole discretion) will be the **only** acceptable document for execution.
- 3.7** Upon mutual agreement of contract terms, the attached draft contract shall be constructed and forwarded to the prospective successful Proposer for execution.
- 3.8** Upon execution of the contract by the prospective successful Proposer, a recommendation will be made to the Authority's Board of Directors for consideration. A reminder: The Notice of Intent to Award and execution of the contract by the prospective successful Proposer does not guarantee an award of this contract, which is determined by a vote of the Board of Directors.
- 3.9** Upon the Board's approval and subsequent expiration of protest period, the contract will be executed.
- 3.10** The Proposer will be required to submit its certificate(s) of insurance and endorsement(s) prior to the issuance of a Notice to Proceed.
- 3.11 Notice to Proceed.** Upon a duly executed contract and submission of all required documentation, a Notice to Proceed will be issued as scheduled. The successful proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Project Manager. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 3.12** Upon execution of the contract, the unsuccessful Proposers will be notified.

SECTION 4

RFP PROPOSAL FACTORS, SCORING, AND AWARD

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the Authority based on a combination of factors.

- 4.1** The Authority will form an evaluation team to review and evaluate the submitted proposals.
- 4.2** Based on this review, the proposals will first be evaluated as either “responsive” or “non-responsive.” Proposals determined to be non-responsive may be eliminated from further consideration at this point.
- 4.3** The proposals will then be evaluated for content and ranked in accordance of their merits. **Proposer consents to the Authority to contact any person or organization in order to make inquiries into legal, character, practical, financial, and other qualifications of Proposer. Proposer agrees that any person working on this Project may be subject to a criminal and financial background check.**
- 4.4** The evaluation team may recommend interviews with up to five (5) finalists. Those proposals not achieving finalist status will be eliminated from further consideration.
- 4.5** The evaluation team may interview selected Proposers to clarify specific matters presented in their proposals, and as part of this process may request the submittal of additional information clarifying the issues discussed.
- 4.6** The evaluation team will use the information gained during these discussions, along with information presented in the proposals, to rank the proposals. The following factors will, at a minimum, be considered during the evaluation process:
 - a)** The qualifications of the project team including a demonstrated solid track record working with similar projects or for the Jekyll Island Authority.
 - b)** The quality and completeness of the proposal package;
 - c)** Demonstrated understanding of the uniqueness of Jekyll Island and the importance of this project to contribute to ongoing research documenting Jekyll Island’s past and the history of Coastal Georgia.
 - d)** The quality of interview presentation and response to questions from interviewer;
 - e)** Cost of the Project, to include all Fees as defined in Section 2, and costs to be incurred by the Authority;
 - f)** The best fit for Jekyll Island based on all factors. The Authority has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The Authority will not tailor these needs to fit particular solutions Proposers may have available; rather, the Proposers shall propose to meet the Authority’s needs as defined in this RFP. All claims shall be subject to demonstration; and

- g) Proposer's commitment and capability to work expeditiously and collaboratively with the JIA to implement the project.

4.7 The responsive proposals will be ranked according to the above criteria.

4.8 The Authority will be solely responsible for the final selection of the successful Proposer, if any.

4.9 Award of Contract:

4.9.1 The contract, if awarded, will be awarded to that Proposer whose Proposal will be most advantageous to Jekyll Island Authority, price and other factors considered. The JIA reserves the right to select any Proposer it believes to be in its best interest and to negotiate proposed scope elements and fees, or to reject any and all proposals at its sole discretion.

4.9.2 Multiple Awards: Any contract resulting from this RFP is non-exclusive, except if specifically stated, and shall be awarded with the understanding and agreement that it is for the sole convenience of JIA. JIA is free to have multiple contracts for the awarded services and may initiate other solicitations with other professional service providers at any time at JIA's sole discretion. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with JIA.

SECTION 5

INSTRUCTION TO PROPOSERS

Instructions for preparation and submission of a proposal are contained in this package.

- 5.1** By submitting a response to this RFP, the Proposer is acknowledging that the proposer:
- a) Has read the information and instructions and attachments; and
 - b) Agrees to comply with the information and instructions contained herein.
 - c) The JIA will not be liable for any costs incidental to the preparation of the RFP, presentations, or interviews relating to the selection process.
- 5.2** Each proposal shall contain at least the following information. **JIA reserves the right to reject any or all Proposals that are non-responsive.**
- 5.2.1 Cover Letter.** Please include in your cover letter a summary of your firm, key members of your team, who will be the principal contact/project manager from your firm, the name of the person authorized to negotiate on behalf of your team, and contact information for those individuals, including email addresses.
- 5.2.2 General Background and Experience.** Describe the background, history, and core competencies of your company as they related to this Project.
- 5.2.3 Statement of Project Understanding.** Briefly describe the concept and scope of your Proposal and explain why your Proposal is the best approach.
- 5.2.4 Detailed Proposal.**
- 5.2.5 Schedule of Events:** A detailed schedule that outlines the proposed project timeline from contract execution through project completion. Also include a statement of the ability of the firm to meet the proposed schedule.
- 5.2.6 Fees and Billing:** Proposals should include the Fees that are required to complete the proposed work. All charges for professional services for this project will be limited to a Not-To-Exceed Fee (NTE) unless the JIA authorizes additional charges in writing. Said NTE fee shall be as submitted with and made part of the Consultant's proposal.

If applicable, the Proposal must include a breakdown of a schedule of fees for the various portions of the work if the Proposer requires such fees to be paid on a schedule.

This project may have additional work that can reasonably be anticipated but may or may not be needed, depending on conditions that arise or change during the course of the project. This condition dependent work is considered contingency work and must be planned for in the proposed budget. Each contingency item must clearly be labeled as "Contingency" and must include a defined task, NTE cost, and a schedule.

The consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) Notice-to-Proceed (NTP) issued by JIA. If

requested by the JIA, the Consultant shall submit a detailed cost estimate for the agreed-to contingency services (within the NTE amount(s) listed in the proposal for the contingency task.)

If the JIA chooses to authorize some or all of these tasks, the consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, agreed-to due date for completion and NTE for the authorized contingency task.

5.2.7 Relevant Projects. Describe in detail relevant projects which highlight similar experience as this Project. Include government owners if possible. If the Proposer has performed any work for the JIA within the last five years, at least one of the projects must be from the appropriate party within the JIA. Please include in your description information on:

- a) Project name and location
- b) Start date and completion date
- c) If applicable, how many days were exceeded from estimated project completion deadline
- d) Project scope
- e) Awarded cost and final cost of project
- f) Contact information for references who can speak knowledgeably about your involvement in the project

5.2.8 Resumes of key team members, including the firm principal, project manager, other key project personnel, and any subcontractors.

5.2.9 Previous contracts your company has performed for the JIA by Project Title, date, and awarded/final cost.

5.2.10 If applicable, explanation of any failure to complete a project, or explanation of any project that has been the subject of a claim or lawsuit by or against the Proposer. If so, please describe the nature of the claim/lawsuit, the court in which the case was filed, and the details of the resolution.

5.2.11 Any other pertinent information the firm wishes to present.

5.3 Preparing the Response. Proposers are encouraged to review carefully all provisions and attachments of this document prior to submission, including the attached draft contract. Each Proposal constitutes an offer and may not be withdrawn except as provided herein. All Proposals shall be:

5.3.1 Prepared on the forms enclosed herewith, unless otherwise noted, and **all documents must be submitted to be considered a complete and responsive proposal.** Please note that specific forms for submission are required.

5.3.2 Typewritten on standard 8-1/2"x 11" paper, except for schematics, exhibits, photographs, or other necessary information, or signatures, which shall be signed by the business

owner or authorized representative. ALL SIGNATURE SPACES MUST BE SIGNED

- 5.3.3** All erasures or corrections shall be initialed and dated by the official signing the Proposal. Any changes to the conditions and specifications must be in the form of a written addendum to be valid; therefore, JIA will issue a written addendum to document each approved change.

5.4 Packaging your Proposal.

5.4.1 Submit six hard copy(ies) and one (1) electronic copy in **PDF format** on a USB drive of your complete proposal.

5.4.2 Your Proposal must be submitted in sealed opaque envelopes, plainly marked as follows:

RFP # 366

Name of Company

Point of Contact for Company and Phone Number

5.5 Submitting your Proposal.

5.5.1 Your proposal must be mailed or hand delivered as follows in sufficient time to ensure receipt by the JIA on or before the time and date specified.

Jekyll Island Authority

ATTN: Andrea Marroquin

100 James Road

Jekyll Island, Georgia 31527.

5.5.2 The complete Proposal must be received on or before the due date and time.

PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED
WILL NOT BE OPENED OR CONSIDERED.

SECTION 6

RIGHT TO PROTEST

6.1 Proposers to this RFP are required to respond at their own risk and expense. By responding to this RFP, Proposers acknowledge, understand, and accept the Authority's Reserved Rights.

6.2 Filing of protest.

6.2.1 Subject of protest. Any Proposer may file a Protest on the grounds of irregularities in the proposal procedures, but not based upon the evaluation of each proposal.

6.2.2 A protest shall be filed five (5) calendar days after Board Approval or within ten (10) calendar days after the protesting party knows or should have known of the occurrence of the action which is protested, whichever is earlier.

6.3 Form of Protest.

6.3.1 All protests shall be in writing and filed in duplicate.

6.3.2 All envelopes containing protests shall be labeled "PROTEST."

6.3.3 A written protest shall include as a minimum the following:

- a) The name and address of the Protestor;
- b) The signature of the Protestor or its representative. The Protestor must be authorized to act on behalf of the Proposer;
- c) Appropriate identification of the solicitation document;
- d) A statement of reasons for the protest;
- e) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time; in which case the expected availability date shall be indicated. If a future expected availability date is given, the Protestor should supplement the Protest when the additional materials become available and should indicate on the materials submitted that they are "supplemental" and indicate whether the submission of the materials constitutes the final submission of materials for the Protest (unless requested to submit additional materials by the Executive Director or Authority). Provided, however, that the Executive Director or his or her designee shall not be prohibited from making a decision on a Protest prior to receipt of final Protest materials from the Protestor; and
- f) The form of relief requested.

6.4 Delivery of Protest. All protests should be mailed or delivered by hand to the following address and marked as follows:

PROTEST - RFP # 366
Executive Director
Jekyll Island Authority
100 James Road
Jekyll Island, GA 31527

6.5 Stay of Award During Protest. When a Protest has been filed in a timely fashion and before an award has been made, the Authority shall make no award of a contract until a final decision has been issued, unless the Authority makes a written determination that the award of the

contract without delay is necessary under the circumstances to protect the interests of the Authority.

6.6 Information on Protests. The Authority shall, upon written request, make available to any interested party information submitted that bears on the substance of the Protest except where such information is permitted or required to be withheld by law or regulation.

6.7 Decision on Protest.

6.7.1 The Executive Director shall review all information submitted with the Protest, including any additional information requested from the Protestor, and shall issue a written decision on the protest as expeditiously as possible after receiving all relevant requested information.

6.7.2 Available remedies. If the Executive Director determines that the Protest is valid, the Executive Director shall determine the appropriate remedy. Available remedies include but are not limited to the following:

- a)** Modification of the solicitation document and extension of the solicitation period;
- b)** Cancellation of the solicitation; or
- c)** Cancellation of the selection or award of contract.

6.8 Appeal to the Board of Directors

6.8.1 If a Protest is denied by the Executive Director, the Protestor may make an appeal to the Board of Directors within 5 days after the denial by the Executive Director.

6.8.2 No appeal will be considered if the Protestor has not first filed a Protest with the Executive Director and received a decision.

6.8.3 An appeal shall contain all information included in the original protest together with the decision of the Executive Director and all other information relevant to the basis for the appeal.

6.8.4 All protests should be mailed or delivered by hand to the following address and marked as follows:

PROTEST APPEAL - RFP # 366
Board of Directors
Jekyll Island Authority
100 James Road
Jekyll Island, GA 31527

6.8.5 While a Protestor may request a hearing before the Board of Directors for an appeal, it shall be within the discretion of the Board of Directors to determine if a hearing is granted.

6.8.6 The Board of Directors shall have 30 days after an appeal is filed or a hearing is held, whichever is later, to decide on a protest appeal. This period may be extended for good cause for a reasonable time not to exceed 30 days, barring extraordinary circumstances justifying a longer extension, including, but not limited to, such events as hurricanes.

6.8.7 The Board of Director's decision shall be in writing and shall be sent to the Protestor.

6.8.8 The decision of the Board of Directors shall be final, and no further appeal will be allowed.

6.9 Costs. In no event shall a Protestor be entitled to recover any costs incurred in connection with the protest of a solicitation, including Proposal or quote preparation costs, protest preparation costs, or attorney fees.

6.10 Exclusive Remedy. This Procedure shall be the exclusive method for asserting a claim against the Authority arising out of or relating to this the solicitation process of this RFP.

SECTION 7

GENERAL TERMS AND CONDITIONS

- 7.1 Jekyll Island Authority's Rights Concerning Responses and Award.** JIA reserves the right to reject any or all responses and to waive any irregularities or technicalities in responses received whenever such rejection or waiver is in the best interest of JIA. JIA reserves the right to reject all responses or any response that is not responsive, is over budget, of a proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a Proposal from a proposer whom investigation shows is not able to perform the contract. The JIA reserves the right to waive any irregularity or informality in a Proposer's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the JIA. It is also within the right of the JIA to reject responses that do not contain all elements and information requested in this RFP. A Proposer's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which such determination will be made by the JIA on a case-by-case basis.
- 7.2 Jekyll Island Authority's Right to Amend and/or Cancel the RFP.** The JIA reserves the right to amend this RFP prior to the end date and time. Amendments will be made in writing and publicly posted as one or more addenda. EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDA AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE PROPOSER'S RESPONSE. ALL PROPOSERS ARE ENCOURAGED TO FREQUENTLY CHECK THE WEBSITE FOR ADDITIONAL INFORMATION. The JIA reserves the right to cancel this RFP at any time.
- 7.3 Errors or Omissions in RFP.** Any obvious error or omission in specifications shall not inure to the benefit of the Proposer but shall put the Proposer on notice to inquire of or identify the same to the JIA.
- 7.4 Errors in Proposals. Proposers or their authorized representatives are expected to fully inform themselves as to the condition, requirements, and specifications before submitting proposals. Failure to do so will be at the Proposer's own risk.**
- 7.5 It is the responsibility of the Proposer to carefully examine and fully understand the contract, plans, technical specifications and other documents hereto attached and make a personal examination of the site of the proposed work, and satisfy him or herself as to the actual conditions and requirements of the work.**
- 7.6 Project Manager.** The Project Manager shall act as the JIA's representative during the execution of this Contract. He or she shall decide questions which may arise as to quality and acceptability of services and products furnished and work performed. He or she shall interpret the practical intent of the Contract in a fair and unbiased manner. The decisions of the Project Manager shall be final and conclusive and binding upon all parties to the Contract.
- 7.7 Signed Proposal Considered Offer:** The signed Proposal shall be considered an offer on

the part of the Proposer, which offer shall be deemed accepted upon approval by the Jekyll Island Authority's Board of Directors. In case of a default on the part of the Proposer after such acceptance, Jekyll Island Authority may take such action as it deems appropriate, including legal action for damages or lack of required performance. The Proposer further agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the contract documents, but which are incidental to the scope, intent, and completion of the contract, shall be deemed to have been included in the Fees as proposed.

7.8 Contract Terms and Conditions.

- 7.8.1 Please review the JIA's contract terms and conditions prior to submitting a response to this RFP in Attachment C.** Proposers should plan on the contract terms and conditions contained in this RFP being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Proposer. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Proposers to better evaluate the costs associated with the RFP and the potential resulting contract.
- 7.8.2** By submitting a proposal, each Proposer acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted Proposal. **If a Proposer takes exception to a contract provision, the Proposer must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. All exceptions to the contract must be submitted as an attachment to the Proposer's response.** Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.
- 7.8.3** In the event the Proposer is selected for a potential award, the Proposer will be required to enter into discussions with the JIA to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the Schedule of Events. Failure to resolve any contractual issues may lead to rejection of the Proposer. The JIA reserves the right to proceed to discussions with the next best ranked Proposer.
- 7.8.4** The JIA reserves the right to modify the contract to be consistent with the apparent successful Proposal and to negotiate other modifications with the apparent successful Proposer. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-responsive by the JIA, in its sole discretion, and rejected. Contract exceptions which grant the Proposer an impermissible competitive advantage, as determined by the JIA, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Proposer is strongly encouraged to inquire via written question submitted to the Authority prior to the deadline for submitting written questions as defined by the Schedule of Events.

7.9 Changes in the Contract:

- 7.10 Payment to Contractor.** Contractor will be paid the agreed upon compensation as more fully described in the Contract.
- 7.11 Prices to be Firm.** Proposer warrants that the prices, terms, and conditions quoted in his Proposal will be firm for acceptance for a period of sixty (60) days from Proposal opening date, unless otherwise stated in the Proposal.
- 7.12 Payment of Taxes.** Every contractor, vendor, business, or person under contract with Jekyll Island Authority is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Jekyll Island Authority by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.
- 7.13 Equal Employment Opportunity.** The Proposer certifies that it/he/she will follow equal employment opportunity practices in connection with the awarded contract or as more fully specified in the contract documents.
- 7.14 ADA Guidelines.** The JIA adheres to the guidelines set forth in the Americans with Disabilities Act. Proposers should contact the Jekyll Island Authority at least one day in advance if they require special arrangements. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.
- 7.15 Compliance with Federal and State Work Authorization and Immigration Laws.** Please see attachment B.
- 7.16 Liability Provisions:** Where Proposers enter or go onto Jekyll Island Authority property to take measurements or gather other information in order to prepare the proposal, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Proposal and shall indemnify and hold harmless Jekyll Island Authority from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Jekyll Island Authority.
- 7.17 Cone of Silence.** Lobbying of RFP Evaluation Committee members, Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB), Request for Proposal (RFP), or contract by any member of a Proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation, is strictly prohibited. Such actions may cause your proposal to be rejected.

7.18 CONFIDENTIALITY AND GEORGIA OPEN RECORDS ACT.

- 7.18.1** The responses will become part of JIA's official files without any obligation on JIA's part. Ownership of all data, materials and documentation prepared for and submitted to Jekyll Island Authority in response to a solicitation, regardless of type, shall belong exclusively to Jekyll Island Authority and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18- 70, et. Seq., unless otherwise provided by law.
- 7.18.2** Jekyll Island Authority shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than JIA at any time during the solicitation evaluation process.
- 7.18.3** In the event a Proposer submits information which constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, the Proposer must follow the procedure set forth in O.C.G.A. § 50-18-72(a)(34). If the proper documentation is not submitted, any documents labeled trade secret information or confidential will not be kept confidential under the Georgia Open Records Act.

7.19 Insurance Provisions:

- 7.19.1** JIA is under no obligation to insure Contractor's possessions or property. Contractor will insure and keep insured, from the date of actual possession, Contractor's property on Authority property.
- 7.19.2** Contractor is required to procure and maintain for the duration of the contract insurance as provided below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors.
- 7.19.3** To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities stated below is acceptable. For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.
- 7.19.4** All policies shall contain a provision or endorsement that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the state certificate holder on the certificate of insurance. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.
- 7.19.5** All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

- 7.19.6** The policies shall be written without an insured versus insured exclusion or any exclusion that prevents coverage of a claim by one insured against another.
- 7.19.7** To the full extent permitted by the Constitution and the laws of the State of Georgia, Contractor and its insurers must waive any right of subrogation against the Indemnities, the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insurance funds of the State of Georgia, and insurers participating thereunder, to the full extent of the indemnification.
- 7.19.8** The insurer must agree that the Attorney General of Georgia represents and defends JIA, and his or her prerogative is not waived by any policy of insurance. Any settlement of litigation on behalf of JIA must be expressly approved by the Attorney General.
- 7.19.9 Certificate of Insurance.**
- a)** It is every Contractor's responsibility to provide the JIA current and up-to-date Certificates of Insurance for multiple year contracts before the beginning of the contract and before the end of each term. Failure to do so may be cause for termination of contract.
 - b)** The name of the Insured on the COI must exactly match the name of the Contractor under this Contract.
- 7.19.10 Additional Insured.**
- a)** Contractor shall ensure that the Jekyll Island-State Park Authority, its officers, employees, and agents are covered as additional insureds under the commercial general, automobile, and umbrella liability policies. The JIA may accept a blanket additional insured endorsement.
 - b)** JIA calls attention to Contractor that the policy shall not limit the additional insured to those in privity of contract with JIA, but shall also provide coverage for JIA's officers, employees, and agents.
 - c)** A Certificate of Insurance alone is insufficient evidence of compliance with this section. You must attach the endorsement that states your policy number on the endorsement
- 7.19.11 Commercial General Liability Policy.**
- a)** Contractor's CGL policy must be made on Per Occurrence and Per Project.
 - b)** The CGL Policy must contain a contractual liability stipulation.
- 7.19.12 If Professional Liability Coverage is written on a claims-made basis:**
- a)** The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - b)** Insurance must be maintained, and evidence must be provided for at least five (5) years after completion of the work.
 - c)** If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum

of five (5) years after completion of the work.

7.19.13 Insurance Provisions, Minimum Limits

Workers Compensation (WC)	Statutory Limits
Bodily Injury by Accident – each employee	\$100,000
Bodily Injury by Disease – each employee	\$100,000
Bodily Injury by Disease – policy limit	\$500,000
Commercial General Liability (CGL)	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Automobile Liability – Any Auto, Combined Single Limit	\$1,000,000
Professional Liability (Errors and Omissions)	
Each Occurrence Limit	\$1,000,000
Aggregate	\$2,000,000

SECTION 8

PROPOSAL

RFP # 366

Phase I & II Archaeological Investigations of the Jekyll Island Golf Courses

A. Background

Jekyll Island, Georgia, is one of Georgia's barrier islands off the coast of Brunswick, in the region known as the Golden Isles. Jekyll Island lies within Glynn County and is located north of Cumberland Island and south of St. Simons Island.

The JIA is currently considering a Golf Course Master Plan for improvements to Jekyll Island's Golf Courses. Currently, the JIA maintains and operates a public golf complex known as the Jekyll Island Golf Club (JIGC), which consists of a four-course, 63-hole golf facility that includes Pine Lakes, Oleander, and Indian Mound 18-hole golf courses, plus an historic 9-hole Great Dunes Course.

The recommendations for the Golf Course Master Plan are not yet final and specific elements of the plan remain to be determined. The Area of Potential Effect (APE) for the project, however, encompasses approximately 769 acres, including Jekyll Island's four golf courses. Details of the proposed project can be found online at https://issuu.com/jekyllisland/docs/presentation_ji-final-golf-master-plan-presentatio

The JIA seeks to complete Phase I and II archaeological investigations (where appropriate and required) within the Area of Potential Effect in a timely way, so that management recommendations can be taken into consideration to avoid and/or mitigate the effects of the project on any significant cultural resources within the project area.

While previous Phase I Archaeological Surveys have covered approximately 522 acres of the proposed project area, approximately 247 acres have not been investigated. Both historic and prehistoric sites are known to exist within the project area based on prior investigations. Previously undocumented archaeological sites may also exist on the property.

B. Project Overview

The Jekyll Island Authority is soliciting professional services from qualified firms to perform Phase I and Phase II Archaeological Investigations (where required) in the Area of Potential Effect identified in the proposed Jekyll Island Golf Course Master Plan.

The selected firm will conduct a preliminary literature review of all prior archaeological investigations conducted within the APE, delineate the previously surveyed and unsurveyed areas, and identify the locations of any known archaeological sites or historic properties previously identified within the APE.

The selected firm will complete additional Phase I subsurface testing to cover previously unsurveyed portions of the project area to locate and identify all cultural resources located within the APE.

Additional Phase II testing will be completed, as necessary, to evaluate whether sites located within the APE are or are not significant (in terms of eligibility for inclusion in the National Register of

Historic Places). Phase II evaluations will be conducted to revisit, inspect, and assess all archaeological sites within the APE to determine their significance for future research. Phase II investigations will identify and evaluate the nature, extent, and integrity of archaeological sites located within the project area, define site boundaries, assess their significance, and provide management recommendations for each resource.

C. Deliverables

Start Date – August 2, 2021

1. Contractor shall deliver the following:
 - i. A complete draft of the archaeological report, as more fully described below, will be provided electronically on a flash drive or CD
 - ii. A revised draft of the archaeology report, as more fully described below, will be provided electronically on a flash drive or CD
 - iii. Final report, as more fully described below, will be provided electronically on a flash drive or CD
2. Both the draft and the final archaeological reports shall summarize the consulting work performed, detail the results of all findings, summarize all recommendations, and shall include the following sections:
 - i. Title page
 - ii. Management Summary
 - iii. Table of Contents
 - iv. List of Figures and/or Tables
 - v. Introduction
 - vi. Environmental Setting
 - vii. Cultural Context and Previous Archaeological Investigations
 - viii. Research Design
 - ix. Field Methods
 - x. Lab Methods
 - xi. Artifact Description and Analysis
 - xii. Results and Site Descriptions
 - xiii. Summary and Recommendations, including an assessment of effect(s) and mitigation plans.
 - xiv. References Cited
 - xv. Appendices and Attachments
3. Report Illustrations, at minimum, shall include:
 - i. A USGS map with the project area, area of potential effect, and the area surveyed clearly marked and labeled.
 - ii. More precise maps of the project area showing areas surveyed and/or collected, survey transects, shovel tests, test units, and areas of known and expected archaeological properties.
 - iii. Site maps
 - iv. Photos of all NRHP eligible properties showing their condition and environmental settings

4. Electronic content provided to the JIA will include:
 - i. Master records submitted in PDF, JPG, and TIFF format, to be placed in the Jekyll Island Museum's permanent file.
 - ii. Spatial Data – Geographic Information System (GIS) files detailing all pertinent spatial information, such as precise locations of survey areas, shovel test pits, excavation units, and site boundaries
5. Artifacts will be cleaned, stabilized, catalogued, and properly stored before being returned to the JIA for permanent storage with the Jekyll Island Museum Archives.
6. Project Records such as field notes, maps, and photographic material will also be returned to the JIA for long-term storage with the Jekyll Island Museum Archives.

D. Expected Tasks and Services

Phase I Archaeological Survey and Phase II Evaluative Testing will be conducted in keeping with the "Georgia Standards and Guidelines for Archaeological Investigations," as amended, by the Georgia Council of Professional Archaeologists. This work shall include the following:

1. **Background Research** – Review existing information provided by previous Cultural Resources Investigations in the APE and within one km (0.62 miles) of the project area. Identify the known prehistoric and historic properties reported within the APE. Assess potential project effects on cultural resources.
2. **Phase I Survey** – Conduct a systematic, detailed cultural resources survey for unsurveyed portions of the APE. Locate and identify all archaeological sites and historic properties within the APE.
3. **Phase II Testing** – Assess the significance of identified resources within the project area, where required. Investigate the nature, extent, and integrity of identified archaeological sites. Determine eligibility of resources for inclusion in the National Register of Historic Places (NRHP).
4. **Assessment of Effect** – Conduct an Assessment of Effect for archaeological resources and historic properties located within the APE. Provide management recommendations for mitigation of project impacts, as needed.
5. **Georgia Archaeological Site Forms** - Site forms shall be completed for all sites found within the project area. If a site has been previously recorded, a revisit form will be completed noting the current site conditions and any new data. All site forms must be submitted by the contractor to the Georgia Archaeological Site Files (GASF) before completion of the final report.
6. **Archaeological Report** – Complete an archaeological report documenting the investigation, research design, results, findings, and recommendations. This report shall meet all professional standards of documentation and contain photographs, maps, diagrams, and plans illustrating the work and results of investigations. 1) An electronic draft of the report will be provided to the JIA for review. 2) After comments are satisfactorily addressed, a revised draft of the report will be provided to the JIA for submission to the State Historic Preservation Office (SHPO) for review and comment. 3) A

final report will be prepared, with all comments from the JIA and SHPO addressed, and submitted to the JIA once the review process is complete.

ALL ON SITE FIELD WORK MUST BE COORDINATED WITH JEKYLL ISLAND GOLF COURSE OPERATIONS AND MAINTENANCE DIRECTORS TO ASSURE THE LEAST DISRUPTION POSSIBLE TO ONGOING PLAY.

ATTACHMENT - A

CERTIFICATION

I, the undersigned proposer, and on behalf of the proposing company I represent (collectively "I"), certify that

- I have carefully read this RFP and all other documents and data applicable hereto and made a part of this invitation and further certify that the Fee(s) shown in my Proposal are in accordance with all documents contained in this Invitation for Bids/Proposals package, and that any exception taken thereto may disqualify my proposal;
- I have read this document in its entirety and agree to be bound by the provisions of the same.
- If this proposal is accepted, I agree to enter into an agreement with the JIA in the form of the attached Contract, as may be amended in JIA's sole discretion, and to perform and furnish all Work as specified or indicated;
- I have had the opportunity to visit the site, if requested, and become familiar with and am satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work;
- I am familiar with and am satisfied as to all federal, state, county, JIA, and local laws, regulations, statutes, ordinances, and rules that may affect cost, progress, performance, and furnishing of the Work;
- I am aware of the general nature of the work to be performed by the JIA and others at the site that relates to Work for which this Proposal is submitted as indicated in the RFP.
- I have given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that I have discovered in the RFP and the written resolution thereof by the Authority is acceptable to me. The RFP is generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. I have not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. I have not solicited or induced any person, firm, or corporation to refrain from submitting a Proposal. I have not sought by collusion to obtain for myself any advantage over any other Proposer or over the Authority.
- Any lobbyist whom I or my company employs or retains has registered with the Commission and complied with the requirements of the Lobbyist Registration.
- I am authorized to conduct business in the State of Georgia.
- I accept the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified in the Contract.

This _____ day of _____, 20_____

BY: _____
SIGNATURE

NAME

TITLE

COMPANY NAME

ADDRESS

PHONE NUMBER

EMAIL

ATTACHMENT- B

COMPLIANCE WITH FEDERAL AND STATE WORK AUTHORIZATION AND IMMIGRATION LAWS

- A. Contractor and all subcontracted consultants must comply with all federal and state work authorization and immigration laws and must certify compliance using the form(s) set forth in **Attachment B-1 (Contractor) and Attachment B-2 (Sub-Contractor)** attached hereto. The required certificate(s) must be filed with JIA and copy maintained by Proposer as of the beginning date of this contract and each subcontract, supplier contract, or consultant contract, and upon final payment to the subconsultant. State officials, including officials of the Georgia Department of Audits and Accounts, officials of the JIA, retain the right to inspect and audit the Project Site and employment records of the Contractor and subconsultants without notice during normal working hours until final completion of the services, and as otherwise specified by law and by Rules and Regulations of the Georgia Department of Audits and Accounts.
- B. **In lieu of the E-Verify Affidavit**, a contractor, subcontractor, or sub-subcontractor **who has no employees and does not hire or intend to hire employees** for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead use the form set forth in **Attachment B-3 and provide a copy of the state issued driver's license or state issued identification card** of such contracting party **and a copy of the state issued driver's license or identification card of each independent contractor** utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.

ATTACHMENT- B-1

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Jekyll Island-State Park Authority
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ (month, date), 20 ____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC
My Commission Expires: _____

ATTACHMENT- B-2

SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of the Jekyll Island-State Park Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Jekyll Island-State Park Authority

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ (month, date), 20 ____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT- B-3

CERTIFICATION OF NO EMPLOYEES UNDER O.C.G.A. § 13-10-91(B)(5)

By signing this form, the undersigned contractor, sub-contractor, or sub-sub contractor verifies it has no employees and has no plans to hire employees for the purpose of executing the contract (named below) with the Jekyll Island-State Park Authority. The contractor agrees to provide the Jekyll Island Authority with a copy of a state issued driver's license or a state issued identification card as proof that he/she is authorized to perform the work related to this contract. Failure to submit this signed statement and/or provide the required license or identification card would prohibit the Jekyll Island Authority from acquiring any additional or future services with you or your company.

Name of Contractor _____

Name of Project _____

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ (date) in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

_____ (date)

NOTARY PUBLIC

My Commission Expires: _____
[NOTARY SEAL]

**IF YOU ARE SUBMITTING ATTACHMENT B-3, YOU
MUST ATTACH A COPY OF YOUR AND
EACH OF YOUR INDEPENDENT CONTRACTOR'S
DRIVER'S LICENSE OR STATE IDENTIFICATION CARD.**

ATTACHMENT - C

CONTRACT

[ON FOLLOWING PAGES]

Jekyll Island-State Park Authority

1. This Contract is entered into between the JIA and the Contractor named below:

The Jekyll Island-State Park Authority

(hereafter called JIA)

Contractor's Name

Name

(hereafter called Contractor)

2. Contract to Begin:

**Date (No earlier than 5 Days
after Board Approval)**

Date of Completion:

Date

Renewals:

None

3. Performance Bond, if any:

None

Other Bonds, if any:

None

4. Authorized Person and Contact Information to Receive
Contract Legal Notices for JIA:

**General Counsel
Jekyll Island-State Park Authority
100 James Road
Jekyll Island, GA 31527**

Authorized Person and Contact Information to Receive Contract
Legal Notices for Contractor:

**Name
Company
Street Address
City, State, Zip**

5. Project Manager for JIA:

**Road
Jekyll Island, GA 31527
TELEPHONE: _____
EMAIL: _____**

Project Manager for Contractor:

**Name
Street Address
City, State, Zip
TELEPHONE: _____
EMAIL: _____**

6. The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the Contract:

Exhibit 1: **Contract Terms and Conditions for Services**

Exhibit 2: **Scope of Work**

Exhibit 3: **Insurance Documentation**

Exhibit 4: **Federal and State Work Authorization and Immigration Laws Documentation**

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

7. Contractor

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

Name

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing

Address

Address

8. Jekyll Island-State Park Authority

By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing

C. Jones Hooks, Executive Director

Address

100 James Road, Jekyll Island, GA 31527

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- (i) **"Contractor"** means the provider(s) of the Services under the Contract.
 - (ii) **"JIA"** means the Jekyll Island-State Park Authority.
 - (iii) **"JIA Standard Contract" or "Contract"** means the agreement between the JIA and the Contractor as defined by the JIA Standard Contract Form and its incorporated documents.
 - (iv) **"JIA Standard Contract Form"** means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the final pricing documentation for Services, and the Scope of Work. The JIA Standard Contract Form is defined separately and referred to separately throughout the JIA Standard Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in the JIA Standard Contract Form.
 - (v) **"Premises"** shall mean that location on Jekyll Island, whether real property or improvement, described in the Scope of Work.
 - (vi) **"Project"** shall mean the same as "Services."
 - (vii) **"Purchase Instrument"** means the documentation issued by the JIA to the Contractor for a purchase of Services in accordance with the terms and conditions of the Contract.
 - (viii) **"Request for Proposal ("RFP")"** means those documents, including documents attached or incorporated by reference in RFP # 366, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein.
 - (ix) **"Scope of Work"** means a list of those Services agreed upon by the Contractor and the JIA for Contractor to perform.
 - (x) **"Services"** means the services and deliverables as provided in the Scope of Work and as further described by the Proposal and the Contract, attached to this Contract as **Exhibit 2**.
 - (xi) **"State"** means the State of Georgia and the JIA.
 - (xii) All other words shall have the same meaning and definitions as set forth in Section 2 of the RFP.
- 2. Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void. In any conflict between the terms of this Contract and the Request for Proposal, the terms of this Contract shall control.

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

B. DURATION OF CONTRACT

1. **Contract Term.** The Contract between the JIA and the Contractor shall begin and end on the dates specified in the JIA Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions.
2. **Schedule of Events.** See the Schedule of Events set forth in the Proposal.
3. **Contract Renewal.** This Contract shall not renew.
4. **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services, the JIA may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the JIA a continuous supply of the Services.

C. DESCRIPTION OF SERVICES

1. **Specifications in Documents.** All Services shall be provided in accordance with the specifications contained in the Scope of Work and the terms of the Contract.
2. **Product Shipment and Delivery.** All products, if any, shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the Scope of Work. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the JIA, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Contract is not exclusive. The JIA reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.
4. **Changes in the Work:** The JIA may at any time, as the need arises, order changes within the statement of work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract or the time required for performance of the work, an equitable adjustment shall be negotiated culminating in the issuance of a Contract Amendment. The Project Manager may, at any time, by issuing a Change Order or Contract Amendment, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Project Manager unless the Contractor believes that such order entitles him or her to a change in the fee or time or both, in which he or she shall give the Project Manager written notice thereof within fifteen (15) days after the receipt of the Change Order or Contract Amendment, and the Contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the JIA. The JIA may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the JA shall indicate this intent in a written notice to the Contractor. The Fee shall be increased only by a mutual agreement by the Contractor and the JIA and set forth in a Contract Amendment.

D. COMPENSATION

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

1. **Fees.** The Contractor will be paid for Services provided pursuant to the Contract in accordance with the Scope of Work. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation.
2. **Billings and Payment.** The Contractor shall be paid in accordance with the Billing Schedule as set forth in the Proposal. The Contractor shall submit an invoice for the Services supplied to the JIA under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims.

Unless otherwise agreed in writing by the JIA and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the JIA for Services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract, other than agreed upon fees and costs as outlined in the Contract..

3. **Delay of Payment Due to Contractor's Failure.** If the JIA in good faith determines that the Contractor has failed to perform or deliver Services as required by the Contract, the JIA may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the JIA to incur costs, the JIA may deduct the amount of such incurred costs from any amounts payable to Contractor. The JIA's authority to deduct such incurred costs shall not in any way affect the JIA's authority to terminate the Contract or to recover Liquidated Damages.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the JIA any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the JIA may set off the sum owed against any sum owed by the JIA to the Contractor in the JIA's sole discretion.
5. The terms of this Contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

E. TERMINATION

1. **Immediate Termination.** The JIA may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The JIA determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or

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incomplete.

- 2. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the JIA to declare the Contractor in default of its obligations under the Contract:

 - (i)** The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the JIA's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
 - (ii)** The JIA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - (iii)** The Contractor fails to make substantial and timely progress toward performance of the Contract;
 - (iv)** The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the JIA reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v)** The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
 - (vi)** The Contractor has engaged in conduct that has or may expose the JIA or the State to liability, as determined in the JIA's sole discretion; or
 - (vii)** The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the JIA, the State, or a third party.
- 3. Notice of Default.** If there is a default event caused by the Contractor, the JIA shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the JIA's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the JIA may:

 - (i)** Immediately terminate the Contract without additional written notice; and/or
 - (ii)** Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii)** Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- 4. Termination Upon Notice.** Following thirty (30) days' written notice, the JIA may terminate the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to the JIA up to and including the date of termination.

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- 5. Termination Due to Change in Law.** The JIA shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
 - (i)** The JIA's authorization to operate is withdrawn or there is a material alteration in the programs administered by the JIA; and/or
 - (ii)** The JIA's duties are substantially modified.
- 6. Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the JIA, the JIA shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which the JIA is obligated to pay pursuant to the Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the JIA under the Contract in the event of termination.
- 7. The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the JIA, the Contractor shall:
 - (i)** Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the JIA may require;
 - (ii)** Immediately cease using and return to the JIA any personal property or materials, whether tangible or intangible, provided by the JIA to the Contractor;
 - (iii)** Comply with the JIA's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
 - (iv)** Cooperate in good faith with the JIA and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
 - (v)** Immediately return to the JIA any payments made by the JIA for Services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION.

- 1. Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the JIA to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the JIA. The private or confidential data shall remain the property of the JIA at all times. Some Services performed for the JIA may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
- 2. No Dissemination of Confidential Data.**

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- (i) No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the JIA, either during the period of the Contract or thereafter.
 - (ii) Any data supplied to or created by the Contractor shall be considered the property of the JIA. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the JIA.
 - (iii) In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the JIA and cooperate with the JIA in any lawful effort to protect the confidential information. The Contractor shall immediately report to the JIA any unauthorized disclosure of confidential information.
3. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.
4. If it is reasonably likely the Contractor will have access to the JIA's confidential information, then:
- (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
 - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the JIA and the State of Georgia and their officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
- (i) Any breach of the Contract;
 - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent, or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;

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- (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - (vi) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;
 - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.
2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the JIA and indemnify the JIA against any award of damages and costs made against the State or the JIA by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the JIA shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State or the JIA unless approved by the State.

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In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense: (i) Procure for the JIA the right to continue using the Services; (ii) Replace or modify the same so that it becomes non-infringing; or (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the JIA if any such patent, or copyright infringement or claim thereof is based upon or arises out of: (i) Compliance with designs, plans or specifications furnished by or on behalf of the JIA as to the Services; (ii) Use of the Services in combination with apparatus or devices not supplied by Contractor; (iii) Use of the Services in a manner for which the same was neither designed nor contemplated; or (iv) The claimed infringement of any patent or copyright in which the JIA or any affiliate or subsidiary of the JIA has any direct interest by license or otherwise.

- 5. Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Contract.

H. INSURANCE. The Insurance Provisions of the RFP are specifically incorporated herein.

I. BONDS. The Contractor shall provide all required bonds in accordance with the terms of the JIA Standard Contract Form.

J. WARRANTIES

- 1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Contract, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the JIA shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.
- 2. Warranty – Nonconforming Services and Goods.** All Services and any goods delivered by Contractor to the JIA shall be free from any defects in design, material, or workmanship. All Services will be performed in a professional manner using appropriately skilled personnel. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the JIA shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor's expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by the JIA shall not relieve the Contractor of its warranty or any other obligation under the Contract.
- 3. Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the JIA that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products

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Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and Services produced, or provided to the JIA pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and Services and the JIA's use of same and the exercise by the JIA of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Services contemplated by the Contract.
5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the JIA.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State and the JIA will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the JIA is good and that transfer of title or license to the JIA is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the JIA. Except as otherwise expressly authorized by the JIA, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work made for hire and shall be the property of the JIA with no use restrictions.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the JIA. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.

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11. **State Security.** JIA may, in its sole discretion, require that a criminal or financial background investigation be made of any and all Contractor personnel utilized to provide Services to the JIA. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the JIA. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of the JIA. The Contractor shall provide immediate notice to JIA of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to JIA of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.
12. **Use of JIA Vehicles.** Contractor warrants that no JIA vehicles will be used by Contractor for the performance of Services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

K. MISCELLANEOUS

1. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and JIA ordinances, policies, and standards in effect during the performance of the Contract, including but not limited to the JIA's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
2. **Audits and Inspections.** At any time during normal business hours and as often as JIA may deem necessary, the Contractor and his subcontractors shall make available to JIA and/or representatives of Jekyll Island Authority for examination of all its records with respect to all matters covered by this Contract. It shall also permit Jekyll Island Authority to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of JIA or at the offices of the Contractor as requested by JIA.
3. **Sexual Harassment Prevention.** The State of Georgia Sexual Harassment Prevention Policy can be located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>.

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Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors, their employees, and their subcontractors who are regularly on State premises or who regularly interact with State personnel must review and agree to comply with the State of Georgia Sexual Harassment Prevention Policy and complete sexual harassment prevention training on an annual basis, which can be located at <https://www.youtube.com/embed/NjVtoDDnc2s?rel=0>, prior to accessing JIA premises and prior to interacting with JIA employees. Upon request by the JIA, Contractor will provide documentation substantiating the completion of sexual harassment training.

4. **Drug-free Workplace.** The Contractor hereby certifies as follows:
 - (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
 - (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
 - (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

 - (iv) Contractor has made false certification here in above; or
 - (v) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
5. **Compliance with Federal and State Work Authorization and Immigration Laws.** Contractor and all subcontracted consultants must comply with all federal and state work authorization and immigration laws and must certify compliance using the form(s) set forth in the RFP.
6. **Amendments.** The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the JIA and the Contractor.
7. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the JIA and the Contractor.
8. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall

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not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

9. **Liquidated Damages.** [Reserved.]
10. **Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the JIA. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
11. **Use of Third Parties.** Except as may be expressly agreed to in writing by the JIA, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract.
 - (i) No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the JIA. The JIA shall have the right to request the removal of a subcontractor from the Contract for good cause.
 - (ii) The Contract shall cause appropriate provisions to be inserted into all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards to terminating any subcontractor as the JIA may exercise over the Contractor under any provision of the Contract.
 - (iii) Nothing contained in this Contract shall create any contractual relation between any subcontractor and the JIA.
12. **Integration.** The Request for Proposal, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposal, and Addendum are incorporated into and by reference made a part of this Contract. The Contract and its incorporated documents represent the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract. The JIA will not be bound by any terms and conditions included in any Contractor's packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition at variance with or in addition to the terms and conditions contained in any contract, including this Contract, or purchase order executed or issued by the JIA.
13. **Headings or Captions.** The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
14. **Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents,

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servants, or employees of the State for the purposes of this Contract. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

- 15. Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.
- 16. Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the JIA and the Contractor for the Services provided in connection with the Contract.
- 17. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the JIA and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 18. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the JIA Standard Contract Form. Each such notice shall be deemed to have been provided:
 - (i)** At the time it is actually received; or,
 - (ii)** Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,
 - (iii)** Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 19. Cumulative Rights.** The various rights, powers, options, elections, and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 20. Severability.** If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable

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by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the JIA and the Contractor to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

- 21. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to the JIA are responsive to the JIA's requirements and requests in all respects.
- 22. Authorization.** The persons signing this Contract represent and warrant to the other parties that:

 - (i) It has the right, power and authority to enter into and perform its obligations under the Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 23. Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 24. Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- 25. Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 26. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 27. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to

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provide the Services are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the JIA of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

- 28. Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the JIA if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- 29. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, JIA or State trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the JIA or the State of Georgia.
- 30. Taxes.** The JIA is exempt from some taxes, including State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.
- 31. Certification Regarding Sales and Use Tax.** By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false.
- 32. Delay or Impossibility of Performance.** Neither Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, or be required to perform any term, provision, agreement, condition or covenant in this Agreement so long as such performance is hindered, prevented, or delayed by 'force majeure', which shall mean acts of God, strikes, injunctions, war, lockouts or labor restrictions, pandemics or epidemics, or other actions imposed by any third party beyond the control of the parties, sub-contractors, independent contractors, or employees hereto. The impacted party shall give notice within 10 days of the Force Majeure Event to the other party, to the extent practicable, stating the period of time the occurrence is expected to continue. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
- 33. Limitation of Contractor's Liability to the JIA.** Except as otherwise provided in this Contract, Contractor's liability to the JIA for any claim of damages arising out of this Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to JIA equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such JIA equipment or other property in the sole care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

- 34. Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
- 35. Counterparts.** The JIA and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 36. Further Assurances and Corrective Instruments.** The JIA and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

Exhibit 2

SCOPE OF WORK

Included in this Scope of Work is:

- **The entirety of RFP # 366 is incorporated herein.**
- **Exhibit 2-A: Proposal of Contractor**

Premises: Please see RFP, Section 8

FOB 100 James Road, Jekyll Island, GA 31527

Schedule of Events:

Services:

- **Please refer to Section 8 of RFP # 366 and the Proposal, which are incorporated herein.**
- **Additional details not set forth in the RFP or Proposal:**

Fees:

Billing and Payments:

Exhibit 3

INSURANCE DOCUMENTATION

Exhibit 4

**FEDERAL AND STATE WORK AUTHORIZATION AND IMMIGRATION LAWS
DOCUMENTATION**