

RFP #367 Q&A

1. Section 5.2.2.b.6 (Page 10) - Can "References" be JIA Board members or JIA employees that have extensive knowledge of our current operations
 1. No, this would be a conflict of interest for either JIA Board members or staff. References must not be affiliated with the Jekyll Island Authority in any way.
2. Section 5.2.3.c.3.vii and items 5-6 on page 56 of exhibit D "Guidelines") - Is the JIA aware that to abide by this regulation the current company would need to considerably downsize due to current trail days necessitating approximately 18-24 horses, which is 2 tours, 10 people per tour is a normal "busy day" - Alternating their departure so only 1 group is on the beach at a time. Is there a miscalculation? Because if 2 tours are allowed out at a time with 12 horses including guides allowed on each tour, that would mean 24 horses could be allowed at a time at the trail center, but it says the maximum allowed at the trail center at a time would be 15?
 1. The reason for moving the paddock location is to reduce the overall impact of the trail rides operation on the Clam Creek peninsula. Limiting the number of horses on the new site to a maximum of 15 is intended to keep the impacts on the site, and related maintenance requirements, to level that will be sustainable for the vendor. The 12-horse limit for tours is intended to avoid imposing too much on the experience and enjoyment of the public using the beach and clam creek area. Working within a 15-horse limit, it would be the vendor's option to run either two separate tours at a time of smaller size adding to not more than twelve horses, or to run single 12-horse tours at a time with the ability of the paddock to accommodate a few additional horses as substitutes.
3. Section 5.2.3.c.4.vi - Is the JIA aware that to abide by this regulation the current company would need to refuse 33% of guest during the Christmas season, as in past years 3 horses per night have been needed to accommodate the guests seeking to book "Christmas Light Carriage Tours."
 1. A special request can be made during the holiday season to allow an extra horse on site, but approval will be made on a case-by-case basis and will be at the discretion of the Jekyll Island Authority.
4. Section 8.B.2.1.i - Does "currently unimproved area" refer to the location where operations currently exist at clam creek or to the theoretical relocation site near the bathrooms - This is unclear on the map (page 52-53 Exhibit C)
 1. This will be the new leased area for the Beach Trail Rides.
5. Section 8.B.2.A.iii - Im not sure if this refers to the circular drive between the pier and the public bathrooms or to the circular drive at the currently utilized trail center location. Is the JIA aware that the truck and trailer will not fit around/through the circular drive identified between the pier and the public bathroom?
 1. We have consulted with person(s) that are familiar with hauling larger trailers and with modifications, the drive will be usable for most trailers. Notice on the map, the vendor's access drive will not loop back before the bathrooms following the existing public traffic routing but will remain

straight up the service road east of the leased area utilizing an existing asphalt road surface that is not currently an open roadway.

6. Attachment B - "Contract" - "Lease Agreement", page 29, I.3.B.1.b - This states we must "keep horses on PAVED, or otherwise improved surfaces" - I'm just making sure this is a typo, as we are currently not allowed on any paved surfaces.
 1. This statement is correct for the new location. Horses will need to follow the asphalt service road east of the leased area over the bridge to the beach remaining on the paved service the entire way. This is to reduce the impact to soils, vegetation, and shorelines adjacent to the route.
7. "Lease agreement" - XVII.G.1 - The leased area is large with multiple locations and no trees are currently allowed in any area a horse can access, Does "failing health of trees within the leased area shall be corrected at leases expense to the Lessors satisfaction", mean that any tree that loses ground elevation due to normal wind/erosion/flooding would be the Leesees responsibility to correct?
 1. Item 1 and Item 2 under section XVII.G. are to be understood as separate stipulations. All maintenance within the confines of the leased parcel, including but not limited to trees, limbs, grass, soil, etc., are the responsibility of the lessee. Tree maintenance must satisfy the limitations and permitting requirements of the Jekyll Island Tree Protection Ordinance. Separately, loss of ground elevation or increased soil compaction, not pre-existing and becoming apparent after occupation by the vendor, as evidenced by increased exposure of tree root systems, increased occurrence of standing water, or failing health of trees within the leased area, would require correction at the vendor's expense unless such occurrences were clearly and demonstrably attributable to natural events unrelated to the trail rides operation.
8. Exhibit A,B and C - Because all maps are of such indiscernible quality, may I provide my own maps with my proposal?
 1. Yes, proposers may provide their own maps or other graphics for the purposes of articulating their proposals provided these materials are consistent with the scope of the RFP.
9. Exhibit D.A.8 - Would proposing a stabling facility as an option nullify my entire proposal as it would contraindicate this point of horses staying overnight or could I include it as one of the options to discuss?
 1. The proposal must be complete and consistent with the scope and stipulations of the RFP. Electing to describe alternative scenarios outside of scope will not nullify a proposal.
10. Exhibit D.C.1 - "Relocation of horses corral when necessary... for tidal fluctuations" - Is this implying the round pen could be moved to an alternate location during high tides? A round pen is very heavy and not an easily moveable item temporarily and would separate guests from the check-in locations. Can more info be given on the thought process of this item?
 1. This just means that the Jekyll Island Authority is not responsible for moving the corral or any improvements on the site at any time. The "tidal fluctuations" statement refers to routes along the beach.
11. Exhibit D.C.3 - I'm not sure if Georgia State Law will allow us to "Require" adults to wear a riding helmet? That may open the JIA as well as my company up to

litigation. We now "Strongly recommend" it. I'm not sure if "requiring" it is legal for adults? At this time we have approximately 50% of adult riders adamantly refusing to wear a riding helmet and we require them to sign a document stating that they "refuse the use of a safety helmet". Would this be a requirement for the new contract?

1. This topic will be open for discussion during contract negotiations with the selected vendor. We are aware of other operations that require helmets for all riders, within Georgia and elsewhere in the United States, and are not aware of any Georgia Law that would prevent the Tenant from requiring helmets for all riders at its discretion. Helmets use shall be required, at minimum, to the level that is required by state law and the vendor's insurance.
12. Is there any inventory of assets included in the lease? (i.e. existing structures, carriages, etc.)
1. There will be no assets available as part of the contract except what is listed in the RFP (office/ticketing space near the wharf in the historic district and a portion of the "Actor's building" at the Amphitheater site)
13. Will any restoration or cleanup of Clam Creek area occur before any new leases take hold? Will prior tenant/JIA be required to clean up area or restore to better working conditions (ie levelling land, removal of debris, etc)?
1. The new paddock location at Clam Creek outlined in the RFP is a completely new location and therefore previous tenants will have had no impact. There will be no restoration or cleanup of Clam Creek prior to the effective date of the new lease. The tenant will be responsible for making the area suitable to its purpose as outlined in the selected proposal.
14. What kinds of structures is Clam Creek area zoned for and are there additional limitations beyond zoning? What is the responsibility of tenant vs. JIA regarding erection of structures and maintenance of such improvements?
1. Due to compliance with our Tree Protection Ordinance, there is approximately 0.25ac of the 0.5ac that can be built upon or be occupied by horses. The design of any proposed structures may be subject to approval by the JIA Design Review Group. Tenant will be solely responsible for erection and maintenance of improvements.
15. What utilities are currently available at the Clam Creek location, and are any expanded utilities available? Are dumpsters allowed at either location?
1. Power access is available through Georgia Power Company, water and trash pickup is available through the Jekyll Island Authority. Dumpsters are not allowed.
16. Are there any restrictions or limitations regarding supplies/equipment/chemicals/insect control that would interfere with normal equine operations?
1. This question is broad and "normal equine operations" is unspecified. Tenant must comply with all legal requirements, state federal and local. The Jekyll Island Code of Ordinances can be found here:

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

2. Specific questions in this area can be discussed during the interview process for short-listed proposers.
17. Please make available financial information regarding revenues for equine operations over the last 3 years (split into carriage business and trail business).
 1. A review of available public records reveal the attached information responsive to this request.
18. Are there any relationships or partnerships in place between the tenant and other entities on Jekyll Island, such as hospitality groups?
 1. The Jekyll Island Authority is unaware of any such relationships or partnerships.
19. Will access to the trail and beaches be available at all times or are there limitations made by the JIA or state law? (i.e. access only during certain hours, JIA ability to shut down access to the beach for events or contracts with other parties. Natural exclusions notwithstanding)
 1. There are no limitations set by the JIA or state law that would deny access to the trail and beaches apart from horses (and people) are not allowed to walk in the dunes except at the approved access point. This means that at extreme high tides (natural exclusion) beach access for tours may not be possible.
 2. There may be limitations in the Historic District for certain events like our annual Shrimp and Grits Festival, but the tenant would be notified well in advance.
20. What allowances or provisions are allowed for early termination of contract by either party?
 1. The Authority is willing to negotiate with a successful bidder for mutually agreeable terms regarding early termination.
21. Contract provision question re: mandatory helmet use: are helmets required by JIA for all sports with inherent dangers (i.e. watersports, bicycles, equestrian, etc.) above and beyond any state or local laws? Or just availability of ASTM/SEI certified helmets?
 1. This topic will be open for discussion during contract negotiations with the selected vendor. We currently defer to state law on helmet use for other amenities with inherent dangers. Safety considerations unique to the proposed operations should be addressed in the proposal. Helmets use shall be required, at minimum, to the level that is required by state law and the vendor's insurance.
22. Does JIA have a listing of required services/descriptions for the public?
 1. The Proposer is invited to develop its own services and descriptions. There is no requirement.
23. What constitutes a "closure" of the business? Are horses being on premises required for all days open regardless of reservations status?

1. This topic will be open for discussion during contract negotiations with the selected vendor.
24. What is the extent of additions to premises that can be withheld upon termination of the lease? (furniture, panels, etc?)
 1. All improvements made to the sites are to be removed by the tenant upon termination of the lease.
25. Under Exhibit D items 9/10, can clarification be provided for JIA management of feeding/vet/farrier schedules?
 1. (9) We will only permit hay to be fed while on Jekyll Island, feed pellets often attract raccoons and other undesirable pest species.
 2. (10) The JIA has no intent to manage or control feeding/vet/or farrier schedule however, the tenant needs to keep proper record and be prepared to provide these if a complaint or concern arises.

2021

	CARRIAGE	TRAIL
JANUARY	5,120.00	28,814.00
FEBRUARY	2,280.00	28,910.00
MARCH	6,480.00	79,625.00
APRIL	7,760.00	91,390.00
MAY	10,720.00	88,450.00
JUNE	12,005.00	119,730.00
JULY	12,960.00	138,190.00
AUGUST	7,340.00	73,510.00
SEPTEMBER	0.00	0.00
OCTOBER	0.00	0.00
NOVEMBER	0.00	0.00
DECEMBER	0.00	0.00
TOTAL	64,665.00	648,619.00

2020**CARRIAGE TRAIL**

JANUARY	3,185.00	13,715.00
FEBRUARY	2,199.00	20,410.00
MARCH	2,560.00	19,305.00
APRIL	40.00	1,300.00
MAY	3,620.00	38,545.00
JUNE	5,920.00	80,925.00
JULY	7,080.00	109,655.00
AUGUST	5,290.00	72,133.00
SEPTEMBER	4,040.00	52,060.00
OCTOBER	5,435.00	50,510.00
NOVEMBER	4,480.00	37,940.00
DECEMBER	14,420.00	29,835.00
TOTAL	58,269.00	526,333.00

2019**CARRIAGE TRAIL**

JANUARY	2,014.00	11,180.00
FEBRUARY	2,560.00	17,030.00
MARCH	4,392.00	41,925.00
APRIL	4,610.00	50,022.00
MAY	4,494.00	33,150.00
JUNE	4,000.00	44,280.00
JULY	4,141.00	74,166.00
AUGUST	2,601.00	41,170.00
SEPTEMBER	2,420.00	16,445.00
OCTOBER	3,540.00	24,815.00
NOVEMBER	4,820.00	21,580.00
DECEMBER	10,771.00	15,960.00
TOTAL	50,363.00	391,723.00

2018**CARRIAGE TRAIL**

JANUARY	961.00	4,475.40
FEBRUARY	2,044.00	9,948.00
MARCH	4,341.00	47,860.00
APRIL	4,684.00	47,861.00
MAY	5,460.00	23,985.00
JUNE	5,285.00	67,600.00
JULY	7,670.00	61,295.00
AUGUST	4,000.00	40,973.00
SEPTEMBER	3,629.00	21,985.00
OCTOBER	2,400.00	19,970.00
NOVEMBER	2,680.00	16,705.00
DECEMBER	6,280.00	14,560.00
TOTAL	49,434.00	377,217.40