



Request for Proposal # 374

for

GOULD CASINO GROUND LEASE

AND

REDEVELOPMENT

Date Issued:

March 21, 2023

Deadline to Submit Proposals:

Wednesday, May 5, 2023

2:00 P.M. Eastern

Section 1

General Background and Project Information

1.1 Overview.

This Request for Proposal (“RFP”) is an invitation by the Jekyll Island State Park Authority (“JIA”) to qualified persons to submit proposals for the historic rehabilitation, redevelopment and ground lease of the historic Gould Casino building and adjacent grounds located at 203 Old Plantation Road, Jekyll Island, Georgia (hereinafter the “Property”) for adaptive reuse as a food, beverage and hospitality amenity (collectively, the “Project”). An illustration of the Property is provided in Attachment A.

The goal of this RFP is to select a developer who will further the revitalization of Jekyll Island with a successful Project that complements Jekyll Island’s National Historic Landmark District and the mission and purpose of JIA. This Project offers the successful respondent a unique opportunity to leave a lasting impression on a true Jekyll Island treasure.

JIA will review and evaluate for a potential award all responsive proposals timely submitted in accordance with this RFP, and following evaluation, JIA personnel will make a preliminary recommendation to the JIA Board of Directors (the “Board”) for consideration and approval. Subject to and following Board approval, JIA personnel and the successful respondent will negotiate and execute a ground lease for the Property (the “Ground Lease”) on JIA’s standard terms and the ground lessee will commence development and operation of the Property in accordance with the Ground Lease and a Development Agreement. The Ground Lessee will be required to coordinate design plans and construction with JIA to ensure the Project complements the Historic District and JIA’s goals for the Jekyll Island.

1.2 Background on Jekyll Island and the Jekyll Island Authority.

- (a) 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 coastal 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.
- (b) Jekyll Island Authority. Recognizing the natural beauty and vibrant history of Jekyll Island set it apart from any other coastal destination, the Governor and the Georgia General Assembly established Jekyll Island as a State Park in 1950, entrusting its care and preservation to the Jekyll Island State Park Authority. Since its inception, JIA has conserved Jekyll Island’s natural and historic resources, while ensuring it remains an inviting destination for residents and guests. Today, JIA is a self-supporting state entity responsible for the management and stewardship of Jekyll Island.
- (c) Gould Casino. Built by Edwin Gould around 1913, the Gould Casino was a bustling social and recreational amenity during the Jekyll Island Club Era (1886-1942). The remaining structure housed a tennis court until 1957, when the

building was remodeled and converted into an auditorium, serving as Jekyll Island's first convention center. It also played host to high school dances and music concerts, including the Allman Brothers Band's performance for Glynn Academy's senior class in 1970. Because of these different uses over time, the building is sometimes known as the "Gould Tennis Court", the "Gould Auditorium." Gould Casino is presently used for storage.

1.3 Property Information.

- (a) Site Description. The Property is a parcel of land located at 203 Old Plantation Road, Jekyll Island, Glynn County, Georgia, to consist of approximately 1.25 acres to 1.5 acres +/-, pending final plat of survey.
- (b) Building Square Footage. The floor area of the Gould Casino building consists of approximately 6,592 +/- square feet.

1.4 Jekyll Island Commercial Lease Structure. All land on Jekyll Island not held by JIA is leased. JIA is vested with broad authority to negotiate and structure leases in the manner most advantageous to JIA in meeting its statutory mission. Historically, JIA has employed a flexible approach to its leasing program in order to accommodate commercial development and dynamic market conditions. Negotiated lease terms have varied depending on the size and location of parcels, the nature and cost of development proposed, and the importance of projects to redevelopment and revitalization. While individual terms have varied, JIA's commercial ground leases share common characteristics, primarily base rent and percentage rent, and capital improvement budgets requirements. JIA is required to obtain fair market value for its leased property. For this RFP, Respondents are advised the following general ground lease terms will apply to the Property.

- (a) Minimum Term of Ground Lease. JIA contemplates a minimum ground lease term of 7 years.
- (b) Renewal Options. JIA contemplates an option to renew for 1 additional term, provided the ground lessee is not then in default. Additional renewal terms are subject to negotiation and are not guaranteed.
- (c) Rental and Other Charges. JIA employs both percentage rent and base rent in its commercial ground leases. Respondents should prepare proposals with these recurring commitments in mind.
 - (1) Base Rent. Base rent will initially be set at \$2,666.67 per acre per month. Base Rent will be subject to annual rental adjustments based on the Consumer Price Index or comparable methodology.
 - (2) Percentage Rent. Percentage rent will initially be set at three percent (3%) of gross sales. Respondent may include proposed alternative percentage rent schedules it wishes JIA to consider in its proposal.
 - (3) Fire Fees. Each property lessee on Jekyll Island pays fire and emergency service fees ("Fire Fees") assessed by JIA annually on April 1 to help defray the costs of operating the fire department on Jekyll Island. Fire fees are calculated based on a percentage of the assessed value of each parcel of real property, which value is determined by the Glynn County Tax Assessor's

Office.

- (4) Water/Sewer Fees. JIA operates municipal water and sewer service, and both water and sewer service are available to the Property. Connection will be mandatory at the ground lessee's expense. Recurring water and sewer fees will be based on usage.
- (d) Other Utilities. Utilities such as electrical power, trash removal, telecommunications and other services are available to service the Property by third-party utility providers. Respondents are advised to conduct their due diligence on pricing and connection requirements of utility providers.
- (e) Lessor's Responsibilities. JIA's obligations as ground lessor are subject to negotiation; provided, JIA contemplates responsibilities under the Ground Lease comparable to other commercial ground leases on Jekyll Island.
- (f) Lessee's Responsibilities. In addition to the obligations to develop the Project as contemplated in this RFP, Respondents should anticipate obligations under the Ground Lease comparable to other commercial ground leases on Jekyll Island, to wit: redevelopment and historic rehabilitation of the Property in accordance with applicable law, including the Jekyll Island Code of Ordinances. The ground lessee will be required to execute a Development Agreement establishing specific design parameters and construction schedules, which agreement will either be incorporated into the Ground Lease, if practicable, or executed as an ancillary agreement.
- (g) Personal Guaranty. JIA may require one or more principals of the ground lessee or third parties of sufficient means and creditworthiness, to guaranty the full, faithful and prompt performance of all ground lessee obligations under the Ground Lease. Respondent should consider this contingency in its proposal.
- (h) Background Checks and References. JIA will conduct a background and reference check, to include a credit check, on the successful Respondent and any principals or key employees having significant managerial or operational roles, prior to executing the Ground Lease. Respondents should be prepared to provide character references and financial references (e.g., from institutional lenders) upon request.
- (i) Business Authorizations. The successful Respondent must meet all legal requirements to do business in and contract with the State of Georgia prior to JIA executing the Ground Lease.

1.5 Studies and Reference Materials. The following documents may aide the Respondent in preparing a responsive proposal.









- (a) 2021 Jekyll Island Master Plan:
<https://www.jekyllisland.com/authority/documents/master-plan/>
- (b) 2018 Jekyll Island Carrying Capacity & Infrastructure Assessment:
<https://www.jekyllisland.com/authority/documents/jekyll-island-carrying-capacity-infrastructure-assessment/>
- (c) Other Helpful Documents:
<https://www.jekyllisland.com/authority/%20documents/>

- (d) National Park Service Standard for the Treatment of Historic Properties:
<https://www.nps.gov/articles/000/treatment-standards-rehabilitation.htm>
- (e) Attachment B. Images of Gould Casino Building.

Section 2

Process

- 2.1 Tentative Schedule of Events.** This schedule of events represents JIA’s best estimate of the schedule that will be followed. Delays may occur that may necessitate adjustments to the proposed schedule, and if a component of this schedule is delayed, JIA may adjust the remainder of the schedule appropriately. JIA will give notice via email to prospective respondents (each a “Respondent”) who have requested notice via email of any such adjustment and post the same to the JIA website at <https://www.jekyllisland.com/authority/rfps/> (the “JIA Website”).

Description	Date and Time
Written Questions and Requests for Clarification Due	4/14/2023 at 2:00 p.m. ET
Responses to Written Questions and Requests for Clarifications Posted	4/21/2023 at 5:00 p.m. ET
Last Day for Final Pre-Proposal Inspections (Attendance is Mandatory)	4/28/2023 at 2:00 p.m. ET.
Proposals Due (“Close Date”) Proposal Opening Date	5/5/2023 at 2:00 p.m. ET
Proposal Evaluation Completed (on or about)	 One to Three  Weeks after Close Date
Respondent Interviews	 One to Three  Weeks after Close Date
Negotiations (discretionary)	 One to Three  Weeks after Close Date
Notice of Intent to Award (emailed) (on or about)	 One to Three  Weeks after Close Date
Resolution of Ground Lease Terms	Prior to Consideration of Board Approval
Consideration and Approval of Proposal by JIA Board of Directors	6/20/2023
Deadline to file Protest of Award	5 calendar days after JIA Board Approval or within 10 calendar days of after the Protester knows or should have known of the occurrence of the action under Protest, whichever is earlier

- 2.2 Respondent Questions and Inquiries.** Following posting of this RFP, Respondents may submit written questions and requests for clarification on a rolling basis via email to Noel Jensen at njensen@jekyllisland.com. JIA will respond in writing to written questions and post the responses on the JIA Website. If answers to submitted questions materially change the conditions and specifications of this RFP, JIA will send notice via email to Respondents who have requested notice via email and post an amendment or update to the RFP on the JIA Website. JIA personnel will not respond to questions except in writing, and no oral statement regarding this RFP will be binding on JIA.

Respondents must include their company names and contact information when submitting questions and requests for clarifications. Respondents may not contact JIA personnel (including members of the Board) regarding this RFP other than as expressly provided here. Failure to abide by these restrictions and procedures may result in disqualification.

- 2.3 Pre-Proposal Inspections.** JIA will provide each Respondent the opportunity to inspect the Property (each an “Inspection”) prior to submitting a proposal. Inspections may consist of any non-destructive, non-invasive testing, review or other examination of the Property reasonably necessary to gather information material to the proposal, and Respondent may include any agents, contractors, employees and representatives necessary to conduct the Inspection. Inspections will be at the sole cost and risk of Respondent, its agents, contractors, employees and representatives, and any person conducting such Inspections will be required to indemnify JIA for any claims arising from or relating to such Inspection. Respondent must have conducted an Inspection on or before the final inspection deadline stated above in order for its proposal to be considered responsive. All Inspections are subject to JIA personnel availability, and JIA reserves the right to reschedule any Inspection upon prior notice. Respondent is strongly encouraged to promptly schedule Inspections early in the RFP process.
- 2.4 Negotiations.** Should it become necessary, JIA may negotiate, verbally or in writing, with the Respondent(s) whose proposal(s) is/are determined to be most advantageous to JIA. Such Respondent(s) may be asked to submit a revised written proposal. However, JIA reserves the right to accept a proposal as submitted; accordingly, it is imperative that all Respondents present their best proposals in their initial submittals. Resolution of Ground Lease terms may commence with the prospective successful Respondent. Respondents should be aware of the key Ground Lease terms, attached, which will generally be required in any Ground Lease with JIA. The Proposal should consider these terms.
- 2.5 JIA’s Right to Request Additional Information.** Prior to award, JIA must be assured that the selected Respondent is reasonably likely to successfully perform under the Ground Lease and Development Agreement. This assurance may include, but is not limited to, evidence of sufficient personnel with required skills, expertise and experience to perform; sufficient capital, financial resources and creditworthiness to perform; and prior experience in similar, successful endeavors. In addition to any information submitted by a Respondent as part of a proposal, JIA may require Respondent submit additional information JIA deems reasonably necessary to provide the above assurance of Respondent’s reasonable likelihood of performance. Respondent will respond promptly to any such request for additional information within the time stated by JIA for such response.
- 2.6 Notice of Intent to Award.** After determining the proposal, if any, most advantageous to JIA (the “Recommended Proposal”), JIA personnel will give Notice of Intent to Award to the Respondent. The Notice of Intent to Award does not constitute a binding agreement; instead, it constitutes notice to the Respondent that JIA personnel intend to recommend for award the Recommended Proposal to the Board for consideration and approval.
- 2.7 Approval by JIA Board of Directors.** Following Notice of Intent to Award, JIA

personnel will present the Recommended Proposal and its evaluation to the Board for consideration and approval. The Board's approval of the Recommended Proposal does not constitute a binding agreement nor does it guarantee an award and execution of the Ground Lease, which is subject to a vote of the Board. In the event the JIS Board of Directors does not approve the Recommended Proposal, JIA may request the successful Respondent to revise or amend its proposal to address any deficiencies or other elements noted by the Board.

- 2.8 Authorization and Execution of Ground Lease.** Following expiration of any protest period (and resolution of any protest), and upon mutual agreement of Ground Lease terms and a vote to enter the Ground Lease by the Board, JIA and the successful Respondent will execute the Ground Lease. The Ground Lease, if awarded, will be awarded to that Respondent whose proposal will be most advantageous to JIA as determined by JIA in its sole discretion. The Respondent will be required to submit its certificate(s) of insurance and endorsement(s) and all required business and legal authorizations for contracting with JIA, prior to JIA's execution of the Ground Lease. Following execution of the Ground Lease, the successful Respondent and JIA will negotiate and execute a Development Agreement, if necessary, to implement the proposal approved by the Board.

Section 3

Proposal Evaluation and Award Factors

- 3.1** JIA will evaluate all timely submitted proposals to determine the proposal that represents the best value to JIA according to the following general factors and steps. In evaluating proposals, JIA may utilize a review team that may include one or more JIA employees and outside individuals including contractors, design professionals, island residents or other persons or individuals.
- 3.2** On the Close Date, JIA will open timely submitted proposals and determine whether proposals are responsive to the RFP; proposals determined to be non-responsive will be eliminated from further consideration.
- 3.3** JIA will evaluate Respondent's qualifications, expertise and experience. Respondent, and any principal or key employee of Respondent, and any principal or key employee of any contractor, subcontractor or similar person necessary for Respondent's performance of the proposal, consents to JIA's contacting any person or organization, including conducting a criminal and financial background check, in order to make inquiries into the fitness, character, expertise, financial stability or other qualifications of such person regarding his, her or its ability to perform.
- 3.4** JIA may interview select Respondents and may request additional information to further evaluate proposals.
- 3.5** JIA will evaluate responsive proposals for substantive content. The following are general factors JIA may consider:
- (a) The quality and completeness of the proposal package;
 - (b) The qualifications, experience and track record of Respondent and Respondent's project team, including any past work with JIA and/or other governmental entity;
 - (c) Demonstrated financial resources, creditworthiness and capacity to perform, including anticipated capital and organizational structure;
 - (d) Long-term potential to operate the Project as a going concern;
 - (e) Cost of the Project, to include any anticipated costs to JIA;
 - (f) Economic benefit to Jekyll Island and to JIA;
 - (g) Impact on vehicle and pedestrian traffic, potential for congestion and harmony with JIA and business operations within the Historic District;
 - (h) Demonstrated understanding of Jekyll Island, the importance of the project to the overall success of Jekyll Island, and the suitability of the project within the Historic District;
 - (i) The quality of interview presentation and response to interviewers' questions;
 - (j) Overall best fit for Jekyll Island based on all factors. JIA 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 Respondents may have available; rather, the Respondents shall propose to meet

the Authority's needs as defined in this RFP. All claims shall be subject to demonstration.; and

- (k) Respondent's commitment and capability to work expeditiously and collaboratively with the JIA to implement the project.

Section 4

Instruction to Respondents

4.1 **Contents.** Each proposal must contain at least the following information:

- (a) **Cover Letter.** The cover letter should summarize Respondent's company, key elements of Respondent's proposal and how Respondent's proposal will benefit Jekyll Island.
- (b) **General Background and Experience.** Describe the background, history and core competencies of Respondent's company, principals and key employees of Respondent's business and development team(s) and any known contractors or subcontractors. Include resumes or CVs were appropriate.
- (c) **Relevant Projects.** Describe in detail prior projects or work history relevant to this RFP, including any work performed for JIA within the last five years.
- (d) **Statement of Project Understanding.** Briefly describe the concept and scope of the proposal and the benefits to Jekyll Island.
- (e) **Detailed Proposal.** Include sufficient detail to allow JIA to evaluate the merits and feasibility of the proposal, the long-term viability of the proposal and its suitability for implementation within the Jekyll Island Historic District. Respondent should include the following:
 - (1) **Concept Plan.** The Concept Plan should address parking and service court designs, green space and landscaping designs, illustrative building elevations and any design elements.
 - (2) **Financing Plan.** Provide pro forma detailing capital structure and sources and uses of funds; capital expenses and anticipated operational revenues and liabilities. Additionally, please include whether the Respondent intends to utilize any state or federal tax incentives and JIA's anticipated role in that process.
- (f) **Project Schedule.** Include a detailed estimated project timeline from Ground Lease execution through project completion and operation. While not required, a Gantt Chart outlining key tasks and estimated durations is suggested. Also include a statement of the ability of the Respondent to meet the proposed project timeline, including any contingencies likely to affect the project timeline.
- (g) Any other pertinent information Respondent deems pertinent.

4.2 **Preparing the Proposal.** Respondents should carefully review all provisions and attachments of this RFP prior to submission. All proposals must be

- (a) 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.
- (b) Typewritten on standard letter-sized paper (e.g., 8-1/2" x 11"), except for schematics, elevations, exhibits, photographs and other graphics.
- (c) Any documents with signature blanks must be submitted signed by Respondent's authorized representative.

- (d) All erasures or corrections must be initialed and dated by Respondent's authorized signatory. Any changes to the conditions and specifications must be in the form of a written addendum to be valid.

4.3 Packaging the Proposal.

- (a) Submit five (5) hard copies and one (1) electronic copy in PDF format on a USB drive of the complete proposal.
- (b) Proposals must be submitted in sealed opaque envelopes, plainly marked as follows:

RFP # 374
[Name of Company]
[Point of Contact for Company and Phone Number]

4.4 Submitting the Proposal.

- (a) Proposals may be submitted via mail or had delivery to

Jekyll Island Authority
ATTN: Noel Jensen, Deputy Executive Director
100 James Road
Jekyll Island, Georgia 31527

- (b) Proposals must be received by JIA on or before the Close Date. Proposals not received by the Close Date will not be opened or considered.

Section 5

Protest

- 5.1 Right of Protest.** Any Respondent who submitted a proposal and is aggrieved or adversely affected by a decision of JIA regarding this RFP (the “Protester”) may file a protest in accordance with this Section 5 (the “Protest”) challenging an irregularity in the proposal evaluation and award procedures (but excluding the evaluation and scoring of a proposal). No Protest shall lie with regard to a material deviation from the RFP process unless the Protest demonstrates that an apparent successful Respondent received a material competitive advantage due to such deviation or that such deviation is violative of applicable law.
- 5.2 Time for Filing Protest.** Protests must be filed within the time period stated in Section 2, Tentative Schedule of Events. A Protest is considered filed when received by the Executive Director at the offices of JIA. Incomplete or untimely filed Protests will not be valid or considered.
- 5.3 Form of Protest.**
- (a) Protests must be in writing and filed in duplicate.
 - (b) Envelopes containing Protests must be labeled “PROTEST.”
 - (c) Protests must be signed by the authorized representative of the Protester and must include at minimum the following:
 - (1) The name and address of the Protester;
 - (2) Appropriate identification of the solicitation document;
 - (3) A statement setting forth the grounds for the Protest;
 - (4) 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 Protester must supplement the Protest when the additional materials become available and must 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). 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 Protester; and
 - (5) The form of relief requested.
- 5.4 Delivery of Protest.** Protests must be mailed or delivered by hand to the following address and marked as follows:

PROTEST - RFP # 374
Executive Director
Jekyll Island Authority
100 James Road
Jekyll Island, Georgia 31527

5.5 Stay of Award During Protest. When a valid Protest has been timely filed, JIA will cease further action on the RFP, and if the Protest is received before an award has been made, JIA will make no award, until a final decision on the Protest has been issued by the Executive Director. Provided, however, JIA may determine in writing that an award without delay is necessary under the circumstances to protect the interests of JIA, and in such event, JIA may proceed with the award during the pendency of and subject to the Protest.

5.6 Information on Protests. JIA will, 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.

5.7 Decision on Protest.

- (a) The Executive Director or his designee will review all Protests timely filed with JIA, including any additional information requested from the Protester. The Executive Director will issue a written decision on the Protest promptly after receiving all relevant requested information.
- (b) Available Remedies. If the Executive Director determines that the Protest is valid, the Executive Director will determine the appropriate remedy. Available remedies include but are not limited to the following:
 - (1) Modification of the solicitation document and extension of the solicitation period;
 - (2) Cancellation of the solicitation;
 - (3) Cancellation of the selection or the award of contract; and
 - (4) Any other action allowed by law.

5.8 Appeal to the Board

- (a) If a Protest is denied by the Executive Director, the Protester may make an appeal to the Board within 5 days after receipt of the denial by the Executive Director.
- (b) No appeal will be considered if the Protester has not first filed a Protest with the Executive Director and received a decision.
- (c) An appeal must 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.
- (d) Appeals should be mailed or delivered by hand to the following address and marked as follows:

PROTEST APPEAL - RFP # 374
Chairman, Board of Directors
Jekyll Island Authority
100 James Road
Jekyll Island, Georgia 31527

- (e) A Protester may request a hearing on its appeal before the Board. It shall be within the discretion of the Board to determine if a hearing is granted.

- (f) The Board will 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.
- (g) The JIA Board of Director's decision shall be in writing and shall be sent to the Protester.
- (h) The decision of the Board shall be final, and no further appeal will be allowed.

5.9 Protest and Appeal Costs and Expenses. Protester will be solely responsible for all Protester's costs and expenses arising from or relating to a Protest of this RFP and any appeal. In no event will JIA be liable to any person for any costs or expenses arising from or relating to a Protest of this RFP or any appeal.

5.10 Exclusive Remedy. The procedures stated in this Section 5 constitute the exclusive method for asserting a claim against JIA arising out of or relating to an award under this RFP.

Section 6

General Terms and Conditions

Respondent's submittal of a proposal and any supplemental or revised proposal is subject to the following General Terms and Conditions:

- 6.1 Participation at Respondent's Risk.** Respondent participates in this RFP at Respondent's own risk and expense. Respondent will be solely responsible for all costs and expenses incurred by Respondent, or by any person acting for or on behalf of Respondent, arising from or relating to this RFP, the submittal of Respondent's proposal, and the negotiation and execution of any Ground Lease relating to this RFP.
- 6.2 JIA Reserved Rights Concerning this RFP and Proposals.**
- (a) JIA reserves the right to waive any irregularities or technicalities in proposals where such rejection or waiver is in the best interest of JIA. JIA reserves the right to reject any proposal that is: not materially complete; not responsive; not based on sound methodologies, business principles or realistic financial or budgetary assumptions; submitted by a Respondent who has previously failed to perform property or complete on time any similar project or agreement with JIA; not compatible with the character of Jekyll Island generally or the National Historic Landmark District; or contrary to applicable laws. JIA reserves the right to accept an offer or proposal other than the highest offer monetarily.
 - (b) JIA reserves the right to amend this RFP prior to the Close Date. JIA will give notice of any such amendment via email to any Respondent who has requested notice via email and post the same to the JIA Website. Each Respondent is individually responsible for reviewing any amendment and any other posted documents relating to this RFP. Respondents are encouraged to check the JIA Website periodically prior to submitting a proposal. Notwithstanding any provision of this RFP to the contrary, JIA reserves the right to reject any and all proposals and to cancel the RFP at any time in its sole discretion.
- 6.3 Errors or Omissions.** Any obvious errors or omissions in any specifications shall not inure to the benefit of the Respondent but shall put the Respondent on notice to inquire of or identify the same to the JIA. Respondents should make every effort to ensure proposals are complete and correct. Respondents are expected to fully inform themselves as to the conditions, requirements and specifications of the Property and the Project before submitting proposals.
- 6.4 Compliance with Laws.**
- (a) Generally. Respondents should ensure the proposal and Project will comply with all applicable laws and that Respondent and any contractor or subcontractor will obtain and maintain all approvals, certificates, licenses, permits, liability insurance, workman's compensation insurance required by applicable laws and necessary for performance of the Project prior to execution of the Ground Lease and at all times thereafter.
 - (b) Equal Employment Opportunity. Respondent must abide by all applicable laws regarding nondiscrimination and equal employment opportunity practices.
 - (c) ADA Guidelines. JIA adheres to the guidelines set forth in the Americans with

Disabilities Act and related amendments (collectively “ADA”). Respondents should contact JIA at least one day in advance if they require special accessibility arrangements relating to this RFP. 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. Respondents should be familiar with all ADA requirements pertaining to design standards, including those applicable to historic buildings.

- (d) Immigration and Work Authorization Compliance. Respondents must be prepared to comply with all applicable laws pertaining to the work authorization for employees, contractors and subcontracts. The successful Respondent will be required to register for and implement E-Verify prior to execution of the Ground Lease.

6.5 Liability Provisions. Where Respondent enters or go onto JIA property in order to prepare the proposal as requested by JIA, Respondent does so at its own risk and expense. By submitting a Proposal, the successful Proposer hereby agrees to indemnify, defend and hold harmless JIA, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the “Indemnitees”) from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys’ fees, due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, or property damage, including but not limited to intellectual property claims, arising directly or indirectly from the submission of a proposal, including any Inspections, by the Respondent or its agents, employees, associates, subcontractors or others working for or on behalf of Respondent.

6.6 Cone of Silence. Lobbying of JIA personnel, including Board members, regarding this RFP, or contract by any member or agent of Respondent is strictly prohibited. Respondent must only contact the JIA point of contact as provided in this RFP.

6.7 Confidentiality and Georgia Open Records Act.

- (a) Public Records. Proposals submitted to JIA become public records subject to public inspection in accordance with applicable laws, including the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18- 70, et. seq., unless those records are otherwise exempt from disclosure. JIA shall have no liability under any theory in the event proposals are obtained by parties other than JIA without the written consent of the Respondent.
- (b) Trade Secrets. In the event Respondent submits information Respondent believes constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, Respondent must follow the procedure set forth in O.C.G.A. § 50-18-72(a)(34) to designate that information as confidential. Exemptions from disclosure are strictly construed under Georgia law.

6.8 Insurance Provisions.

- (a) JIA is under no obligation to insure Respondent’s possessions, personnel or property.
- (b) Respondent must obtain and maintain insurance coverages for general commercial liability, worker’s compensation and employer’s liability, and any

other coverages that may apply to Respondent's Inspections or other entry on JIA property for the purpose of this RFP. The successful Respondent will be required to obtain and maintain policies of insurance applicable to the Property and the Project prior to execution of the Ground Lease on terms acceptable to JIA.

- (c) 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.
- (d) Respondent must provide certificates of insurance evidencing the coverages stated above upon request and prior to entry onto JIA property for Inspections.

Attachment A
Map of Property



Attachment B

Image of Gould Casino Building

