

**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
DIVISION OF REAL PROPERTIES
INVITATION FOR BIDS**

FOR LICENSE

Design, Financing, Construction & Operation of a Public Disc Golf Course

**E.P. "Tom" Sawyer State Park
Jefferson County, Kentucky
Department of Parks**

INVITATION NO: RFB092925

BID OPENS: SEPTEMBER 29, 2025 AT 2:00 PM EDT

INSTRUCTIONS TO BIDDERS

(1) Bid must be submitted on the "Form of Bid" included within and made part of this invitation, appropriately signed and received at the Division of Real Properties, State Properties Branch, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, no later than the specified "bid opening" date and time.

(2) The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.

(3) Bids will be 'publicly' read aloud, and Bidders may access the bid opening through a conference call. To access the conferencing bridge, Bidders may either

dial 502-782-CONF (2663). Bidders will be prompted to enter a code. Enter conference ID 240522021, then Press #. Enter Participant ID 77330, Press #. Please be mindful that the conference call will not begin until the moderator (Buyer: Jamie Bryant) is logged in and the conference call will end once the moderator hangs up.

(4) For further information or to obtain a hard copy of the bid package, contact Jamie Bryant, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, KY 40601-2607, 502/782-0363, Jamie.Bryant@ky.gov.

Section I

INTRODUCTION

The Commonwealth of Kentucky desires to license out to a private concern property located at E.P. “Tom” Sawyer State Park for the financing, construction, operation, and maintenance of a public disc golf course operation and an adjacent parking lot, open to the general public. It has been determined by the Commonwealth that the most feasible and responsible means for operating this type of recreational activity at E.P. “Tom” is by and with private participation. The desired objective is a license agreement with a private entity which will finance, construct, maintain, manage, operate, and furnish a first class, high quality public disc golf course operation and adjacent parking lot and facilities in the highest and best tradition of the Kentucky Parks systems.

The successful Bidder shall adhere to the terms and conditions of the Land and Water Conservation Fund restrictions associated with the licensed premises.

For additional information pertaining to E.P. “Tom” Sawyer State Park, please go to <http://parks.ky.gov>. Also, see attached **Exhibit A**, Parks’ site map.

The Commonwealth solicits bid proposals from prospective Bidders, who can demonstrate the necessary capability to finance, design, construct, maintain, operate, furnish, and manage a public disc golf course operation and an adjacent parking lot, at optimum potential at E.P. “Tom” Sawyer State Park. In consideration of the benefits derived from this Attraction, and revenues derived, the Commonwealth is willing to License to the Successful Bidder(s) the necessary property for an initial License period of five (5) years, beginning the date the License Agreement is signed by the Secretary of Finance or upon approval of successful bid by Secretary of Finance and date of issuance of a right-of-entry to the Successful Bidder(s), and ending five years thereafter, with an option to renew for an additional five (5) year term upon written mutual consent.

Section II

SITE VISIT

To assist in the site visit process, potential bidders may contact: Andrew Spence, Park Manager, E.P. “Tom” Sawyer State Park, 3000 Freys Hill Road, Louisville KY 40241; (502) 764-2429; email: Andrew.Spence@Ky.Gov.

Contact should be limited to ***only*** scheduling a site visit to the park at least two weeks prior to the deadline for submissions, and **no later than SEPTEMBER 15, 2025**. The Park Manager, (Andrew Spence) shall maintain and forward to the Commonwealth Buyer a listing of those potential bidders, visiting the Park, as well as any questions from potential bidders. **The only official response to potential bidders’ questions will be made in writing by an amendment to this bid package and posted on <https://vss.ky.gov/vssprod-ext/Advantage4>.**

Any questions from potential bidders should be directed to the Commonwealth Buyer **10 DAYS prior to the Bid Opening**, so that a final and official answer or position of the Commonwealth on any material points will be stated in writing and distributed to all Bidders by addendum subsequent to the bid opening. Bidders shall submit written questions to the Division of Real Properties, 3rd Floor Bush Building, 403 Wapping Street, Frankfort, Ky, 40601 or to Jamie.Bryant@Ky.gov.

Section III

BID PACKAGE ADDENDA

This bid package may be supplemented or amended at any time by appropriate addenda which will be mailed to all known bid package holders and will be posted to the eProcurement website. Addenda may also be necessary after the receipt date and will be sent to all Bidders who have submitted a Bid. It shall be the Bidder's responsibility to verify all addenda prior to submittal of response by viewing at <https://vss.ky.gov/vssprod-ext/Advantage4>

Section IV

BIDDER RESPONSIBLE FOR BID SUBMITTAL

All Bids submitted shall be deemed to have been made with the full knowledge of all of the terms, conditions, provisions, specifications and requirements contained in this bid package and any addenda thereto.

Should the Bidder be unable to meet its proposed construction schedule/operation date, the Commonwealth shall have the right to immediately cancel the agreement.

Each Bidder has the responsibility of delivering his/her Bid by the time and at the place prescribed in this bid package. Bids received prior to the closing for receipt of Bids will remain unopened until the time scheduled for opening Bids. Any Bid received after the date and time specified in this bid package may be rejected and returned unopened to the Bidder.

The Commonwealth shall not have any liability to a Bidder due to the failure of such Bid to be properly addressed or marked, or the premature opening of such a Bid due to the improper address. Neither the Bids nor their contents will be made available for public information or inspection until a determination of a Successful Bidder(s) has been made and award is final.

Bidders are cautioned that the Restriction on Communications applies to any Commonwealth employee except as listed below.

Section V

INQUIRIES – RESTRICTION ON COMMUNICATION

The Commonwealth Buyer named below shall be the **sole point of contact** throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to:

Jamie Bryant
Division of Real Properties
3rd Floor Bush Building
403 Wapping Street
Frankfort, Ky, 40601
Phone: (502)-782-0363
Fax: (502)-564-8108
E-mail: Jamie.Bryant@Ky.Gov

From the issue date of this bid package until a Bidder is selected and the selection is announced, Bidders are *not* allowed to communicate with any Commonwealth Staff concerning this bid package except:

- The Commonwealth Buyer (Jamie Bryant) cited in this bid package
- Commonwealth representatives during a scheduled Bidders' Conference; or
- Via written questions submitted to the Commonwealth Buyer (*Jamie.Bryant@Ky.Gov*)

For violation of this provision, the Commonwealth shall reserve the right to reject their Bid response.

Section VI **NO PRIOR COMMITMENT OR OBLIGATION OF THE COMMONWEALTH**

The issuance of this bid package in no way constitutes an express or implied commitment by the Commonwealth to award a License to or to pay for the costs incurred in the preparation of a response to this bid package.

The Commonwealth unconditionally reserves the right to withdraw or cancel this bid package and to reject any and all offers at any time and for any reason without recourse. The Commonwealth confers no rights upon the Bidder nor obligates the Commonwealth in any manner.

No License resulting from this bid package can be deemed valid and/or binding until properly approved and executed by the Secretary of the Finance and Administration Cabinet.

The Commonwealth may waive minor irregularities or technicalities; however, such waiver shall in no way operate to modify the bid package requirements or provisions if the Bidder is awarded the License.

Section VII **ISSUING OFFICE**

This bid package is being issued by the Division of Real Properties, Finance and Administration Cabinet, on behalf of the Department of Parks. ***The only authority empowered to sign or obligate the Commonwealth is the Secretary, Finance and Administration Cabinet.*** Receipt of Bid materials by the Commonwealth or submission of a Bid to the Commonwealth confers no rights upon the Bidder nor obligates the Commonwealth in any manner.

Section VIII **PERFORMANCE**

The licensed property and disc golf operation will be perceived by the general public as being a part of a system of state parks, which over the years has created and presently enjoys a positive image and reputation. Bidders will be expected to position these operations as equal or superior to current Kentucky state park operations by offering customer service that will enhance the total tourism effort of the Commonwealth of Kentucky.

Section IX
Alterations/Renovations of the Premises

1. The parties hereto agree that the premises are to be utilized in their "as is" condition.
2. Any proposed construction, alterations, renovations, repairs to the premises shall be subject to all applicable building codes of the Commonwealth of Kentucky and the Americans with Disabilities Act (ADA). This shall include any and all building inspections, which are required by law to be performed prior to commencement of the successful Bidder's operation of the disc golf facility. The facility shall be 100% ADA compliant.
3. Any alteration, renovation, major repair, or other improvements which the successful Bidder desires to make to the premises shall receive the prior written approval of the Department of Parks and the Finance and Administration Cabinet. Upon receiving a written request from the successful Bidder for permission to make alterations, renovations, major repairs, or other improvements to the premises, the Department of Parks and the Finance and Administration Cabinet, and the Commonwealth shall, within a reasonable amount of time of receipt thereof, either approve or disapprove said request in writing. This request must include stamped copies of any and all construction/renovation plans. All new buildings and renovations of existing buildings shall be designed by a licensed design professional for compliance with KRS 322.360 and KRS 323.033. This includes building, electrical and plumbing permits and inspections by the Kentucky Department of Housing, Building and Construction.
4. The Department of Parks shall routinely monitor all construction/renovation work performed by the successful Bidder or its agents under the terms of the resulting Agreement.
5. The successful Bidder shall obtain all occupancy permits required by state law prior to permitting the general public to enter the disc golf operation. The successful Bidder **must** provide stamped construction drawings for the Commonwealth's review prior to beginning any permits and construction on the premises.

Section X
Protection of Work, Property, Employees, and Public

1. The successful Bidder shall continuously maintain adequate protection of all its work from damages and shall protect the successful Bidder's and the Commonwealth's property from injury or loss arising in connection with the resulting agreement. The successful Bidder shall make good any such damage, injury, or loss.
2. The successful Bidder shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of the Kentucky workers compensation laws and all federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. The successful Bidder shall designate a responsible member of its organization on the work as safety officer, whose duty shall be to enforce safety regulations. The name and position of the person so designated shall be reported to the Department of Parks.

Section XI
Mechanic's and Materialman's Lien

1. Nothing in the resulting Agreement shall in any way be deemed or construed as constituting an order or request by the Commonwealth, express or implied, to any contractor, sub-contractor, supplier, materialman, or laborer for the performance of any labor or the furnishing of any materials for the construction of any improvement on, alterations to, or other improvements to the premises, nor as giving the successful Bidder any right, power, or authority to conduct or permit the rendering of any services or furnishing of any materials that would give rise to the filing of any mechanic's liens against the property, or the successful Bidder's sublicense hold interest in said property.
2. The successful Bidder and/or its contractors shall not suffer or permit any mechanic's or materialman's lien to be filed against the property or the successful Bidder's sublicense hold interest in the property at any time. Upon filing of such lien, then the successful Bidder and/or its contractors shall cause the same to be discharged within thirty (30) days after the notice of filing thereof by payment, deposit, bond or Order of Court of competent jurisdiction or otherwise. If the successful Bidder, in good faith, disputes the validity or correctness of any such lien, then they may refrain from paying or causing the same to be resub licensed of record and discharged of record, but they shall diligently proceed to initiate and conduct appropriate proceedings to determine the correctness or validity of such lien. The successful Bidder shall not be deemed to be in default under the resulting Agreement while such proceedings or litigation are being conducted in good faith by them. However, if the successful Bidder fails to cause any such lien to be discharged with the period aforesaid, or fails to contact the same as provided above, the successful Bidder shall be deemed to be in default of the resulting Agreement, which shall be a basis for termination of said agreement.

Section XII
Title to Improvements and Additions and Removal of Equipment and Supplies Upon Expiration or Termination of Agreement

1. It is understood and agreed by the parties that as a part of the consideration given by the successful Bidder for the privilege of utilizing the property, all improvements and/or additions to the property, including fixtures but excluding equipment, shall become the sole property of the Commonwealth, whether by expiration of the Agreement term or by reason of default as provided for in the resulting Agreement.
2. Upon the expiration or termination of the resulting license agreement, all of the successful Bidder's equipment and inventory, excluding fixtures belonging to the successful Bidder, shall be removed from the premises at the Bidder's sole expense prior to such expiration or termination. The Commonwealth's personal property shall be transferred back to the Commonwealth upon expiration or termination of the resulting agreement.
3. Failure to comply with this provision indicates lack of interest on the part of the successful Bidder in such property, and consequently, the aforementioned articles shall be deemed abandoned by the successful Bidder and shall automatically become the property of the Commonwealth to dispose of as it determines to be in the interest of the Commonwealth.

4. The successful Bidder(s) shall be required to, at a minimum, inspect the disc golf operation and equipment every month, and keep any and all manuals and all maintenance records on site. The successful Bidder(s) shall also adhere to all regulations, codes, laws, pertaining to or regulating disc golf and the use of E.P. "Tom" Sawyer State Park.
5. The Successful Bidder(s) shall not be authorized to construct, erect, or place any structure or other facility upon the premises, or to make any alteration to an existing structure or facility, without the prior written approval of the Department of Parks and the Department of Facilities and Support Services within the Finance and Administration Cabinet. Requests for same shall be made in writing to the Department of Parks and the Department of Facilities and Support Services.
6. The Department of Parks shall routinely monitor all construction/renovation work performed by the successful Bidder(s) or its agents under the terms of the resulting Agreement.
7. The successful Bidder(s) shall obtain all occupancy permits required by state law prior to permitting the general public to enter/participate in the disc golf operation.
8. The Successful Bidder(s) may not remove the structures, improvements, and equipment erected or placed upon the premises without the prior written approval of the Department of Parks. Upon approval from the Department of Parks to remove any structures, improvements, or equipment placed upon the premises, the Successful Bidder(s) shall pay all costs associated with the removal and must repair any damage to the premises resulting from the removal of the structures, improvements, or equipment.
9. Such improvements, structures and equipment so placed in or upon or attached to the premises shall remain the property of the Commonwealth, unless such improvements, structures, and equipment can be removed without damage to the Commonwealth's property. Upon the removal of said improvements, structures, and equipment, or any portion thereof, the Bidder shall promptly repair any damage to the licensed premises resulting from the installation or removal of same and return the licensed premises to its original condition, at the Bidder's sole expense. Structures and equipment not removed from the premises at the termination, cancellation or expiration of the resulting license shall become the property of the Commonwealth, which may, at its sole discretion, assess the Bidder the costs of removal or repair incurred by said Commonwealth as a result of the Bidder's failure, howsoever caused, to affect the removal or repair required herein.
10. Prior to initiating any renovation or alteration or construction to the licensed premises, such renovation or alteration or construction must be approved by the Commonwealth; the Department of Parks; the Division of Engineering/Finance and Administration Cabinet; and the Department of Housing, Building and Construction/Public Protection and Regulation Cabinet.
11. Bidder shall comply with all standards set by the State Fire Marshal's Office, the Kentucky Occupational Safety and Health Standards Board, and any and all other local or state laws. All construction, alterations, renovations, repairs to the premises shall be subject to all applicable building codes and other codes, laws, and regulations of the Commonwealth of Kentucky and the Americans with Disabilities Act (ADA). This shall include any and all building inspections, which are required by law to be performed prior to commencement of

the successful Bidder's operation of the public disc golf course operation contiguous parking lot and restrooms.

12. The Department of Parks will monitor and inspect on a periodic basis the quality of all services and products offered, to ensure that the image and public perception of this operation is equal to or exceeds that of the Kentucky Department of Parks' recreational system.
13. The Successful Bidder(s) shall be responsible for assuring that the Attraction provides services to the best standards prevailing for similar businesses.
14. Sufficient personnel for security, trash pick-up, ticket sales, parking assistance, and the entire operation of the production shall be the responsibility of and provided by and at the sole expense the Successful Bidder(s). At a minimum, daily trash pick-up and waste receptacle and recycle services must be provided.
15. All rates and prices charged by the Successful Bidder(s) for goods and services shall be reasonable throughout the entire term of the license.
16. The Bidder shall not engage nor permit their employees to engage in any offensive, injurious, or abusive use of the licensed premises. The public disc golf course operation and an shall be conducted in the highest professional manner that will be a credit to the Commonwealth. Bidder shall maintain good order at all times and shall keep the licensed premises used by the Bidder in a clean and sanitary condition throughout the entire term of this agreement, whether operating or not.
17. The Bidder agrees and covenants not to engage in any illicit or unlawful business nor to engage in any illicit social relationships with Parks employees, vendors, performing artists, and park guests or any other entity that would interfere with the business activity contemplated in the resulting agreement or impair the public perception of the good image of the Commonwealth of Kentucky during the term of the resulting license. The Bidder's failure to perform this term or condition shall be deemed to be a material breach of the resulting license agreement.

Section XIII **Public Disc Golf Course Operation**

The Bidder must provide a date in its proposal that the disc golf course operation and adjacent parking lot will be open to the general public and the proposed 'season' for the public disc golf course (i.e., April – November). These two factors may be as evaluation criteria in an award of this bid.

NOTE: The inability of the Successful Bidder(s) to obtain proper financing, approved in advance by the Commonwealth, by the aforementioned deadlines for commencement of operation shall not constitute a reason for an extension of time.

With Excerpts from PDGA Disc Golf Course Design Recommendations:
Holes

Most courses are 9 or 18 holes. There are several with 12, 24, or 27 holes. E.P. "Tom" Sawyer remains flexible to a final course size and design that best complements the landscape, improves our wooded areas with the removal of invasive plants, and maximizes the opportunities for play at a variety of skill levels.

Length

The course should have one configuration for beginners and casual recreational players not averaging over 250 feet per Par 3 hole (75 meters). This works out to be a maximum of 4500 feet (1350m) for an 18-hole Par 54 course or 2250 feet (675m) for a 9-hole Par 27 course. The shortest length range is 3600-4300 feet (1080-1290m) for a land constrained 18-hole Par 3 public course. No hole should effectively be shorter than about 100 feet (30m) even on courses for beginners. If land is available, recreational courses can have several par 4 holes and even a par 5 hole for beginner skill levels. This can get a recreational course up to the low 5000s for length.

Alternative longer configurations are achieved by installing another set of tees and/or target positions on most holes. Typical 18-hole course setups for amateur White level players range from 4500-6000 feet (1350-1800m). Course setups longer than 6000 feet (1800m) ranging up to 10,000 feet are primarily for better players at Blue or Gold Level and for tournament play. These courses should again have several par 4s and even a par 5 or two as land is available. There is no maximum length allowed for a hole. The longest holes in the world can get to 1500 feet (458m). See course design guidelines for PDGA Skill Levels & Divisions at: www.pdga.com/documents/design-skill-level-guidelines

Hole length measured from front of the tee to the target along the fairway route the designer intended players of that skill level to throw. For doglegs or water carries, the only time the straight line, crow flies, measurement should be used is if the designer intended players of that skill level to be able to throw over the treetops to shorten the dogleg or throw straight completely over the water.

Hole Notes

There should be at least one flight path that can be negotiated at the skill level the route is designed for. There should be more than one flight path or type of throw (including rollers) available on several of the holes. There should not be too many objects within 33 feet (10m) of each target. Any object near the target should not be so large that a player cannot find an unobstructed flight path by stretching sideways, throwing from a low stance, throwing through or over the top of the object. A player throwing from the shortest (or only) tee on a hole should not be "forced" to throw over water that is normally greater than 18" deep (50cm). Include a flight path (usually to the left) that allows a player to avoid throwing over deeper water. Any normally dry trenches, some occasionally filled with seasonal water under 18" deep, that are regularly in play should have appropriate paths down and out to be able to take a stance as needed and/or retrieve discs.

Tees

Hard surface tee pads of textured cement or asphalt are preferred. Typical size for pads at the longer tee positions is 5 feet (1.5m) wide by at least 12 feet (3.5m) long. Maximum size at the front line of the pad is about 6 ft (2m) wide with a length up to 20 feet (6m) long. The back end might flare out to 10 feet (3m) wide. Minimum rectangular size is 4 feet (1.2m) wide and 10 feet (3m) long. If

you need to conserve materials, make tee pads shorter on short or downhill holes and longer on long holes. For example, a hard surfaced tee pad at the top of a hill on a short hole might only need to be 8 feet long because most players will just stand at the front edge of the tee to make their throws. Non-hard surface tee areas should be even surfaced and not contain protruding rocks or roots. Tee areas should be level from left to right. They should not slope too sharply from front to back. Without hard surfaced or rubber tee pad, the front edge of tee area must be indicated by the front edge of a tee board buried flush in the ground or by the imaginary line between two stakes or flags that mark the front edge. Beyond the front of each tee pad and either side should be adequate room for follow-thru, so a player doesn't risk twisting an ankle, falling off a ledge or whacking their arm on a tree or sign. If possible, provide adequate level ground for a run-up behind each tee pad, especially on longer holes. Avoid major obstructions that severely block the flight path up to 20 feet in front of tee. On courses with alternate tees on some holes, the tee surfaces in the shorter positions should always be better or at least equal in quality to those in longer positions. For example, avoid designs where the long tee pads are cement and short tee pads are grass or dirt, especially when there are no tee signs. The designated color for each set of tees used for course layout identification on scorecards should match one of the four recognized player skill levels that set of tees was designed for: Gold, Blue, White or Red. Sometimes there's no room for two tees on every hole. Just make sure to mark each tee on single tee holes with both colors. Course managers are encouraged to move toward these color guidelines when the opportunity presents itself for new installations, redesigns or course upgrades when their current color(s) do not match the PDGA guidelines.

Targets

Any marked object or post could serve as a target, but the basket/chain style are preferred. Make sure homemade targets do not have sharp edges to injure players or damage discs. Locally fabricated targets for sale or to be installed on public land must not have elements that violate any target manufacturers' patents. Higher tier PDGA sanctioned events are expected and sometimes required to use better and more consistent target models. PDGA approved targets at the Basic, Standard and Championship levels are listed here: www.pdga.com/tech-standards Manufacturers are required to produce targets so the height of the basket rim above the playing surface will be 82 cm +/- 6 cm. Targets should be installed level with the ground below them even though course developers may install some targets where the height falls outside the 76-88 cm manufacturing range. The PDGA Course Committee suggests that no more than 6 targets out of 18 be installed outside the manufactured height range with just 2 or 3 being preferred. Targets suspended from above can be fun for recreational play but there should be a way to secure it from swinging freely during sanctioned play.

Signs

Install a "rules sign" prominently before the first tee or post the rules on an information board (if available). Signs or marker arrows on or near each target should indicate the direction to next tee (as needed). Signs should indicate Out-of-Bounds (OB) boundaries, and any other areas players should avoid. Ideally, the OB lines bordering non-uniform boundaries like water/grass or gravel/grass should be identified with markers flush with the ground or white tipped stakes if possible. The primary tee on each hole should have permanent signs indicating the hole number, length(s), teeing direction (if needed) and par for that skill level. When a hole has more than one target location, it's helpful if the current location can be identified on the sign. Try to have some sort of sign by or on the alternate tee positions even if it's just the hole number and length.

Par

Par should be set for each tee/basket position combination on a hole based on the player skill level they were designed for. www.pdga.com/documents/design-skill-level-guidelines provides assistance to determine pars. This document: www.pdga.com/documents/par-guidelines provides a more specific way to determine par based on length and foliage elements of holes for each player skill level. The hole length used to determine par (not for the signs) should be adjusted up or down based on a 3-to-1 factor (i.e. 30 feet adjustment for every 10 feet elevation change) if the hole has a significant upslope or downslope. So, players know what standard has been used for par, it should be indicated on scorecards and tee signs as Blue Par or Red Par, which hopefully matches the tee color(s) used. When less precise estimates are used to determine par (i.e., not using color skill levels), use the terms Expert or Pro Par for longer tees and Standard or Amateur Par for shorter tees. The terms Women's, Senior's or Junior tees should not be used.

Layout

Fairways should not cross one another and should be far enough apart so errant throws aren't regularly in the wrong fairway. Fairways should not cross or be too close to public streets, sidewalks or too near private property and other busy areas where non-players congregate. Absolutely avoid designs where players might throw into blind areas where non-players could be walking on a well-defined park pathway. Avoid hazardous areas such as swamps and thorny or poisonous foliage. Tees and targets should be far enough from the targets and fairways of other holes. The tee for the first hole should ideally be the closest to the regular parking area. The target for the last hole should not be too far from the parking area and relatively close to the first tee. If possible, try to locate at least one other hole in the middle of course near the parking area. Try to minimize the amount of walking between holes while keeping paths as much out of other fairways as possible.

Layout specific to E.P. "Tom" Sawyer State Park

Course layout can occur in the wooded areas and fields South of the Service Road between the Hurstbourne Lot and the Fitness Loop, West by Hurstbourne Lane, North of the southernmost park boundary, and behind the Biking Trail and in the area off of the Wetlands Trail. See the highlighted map below. No hole placement should encroach on any buildings, existing marked trails on the official park map (social trails excluded), the cemeteries, and any leased spaces. The area prohibiting buildings/permanent structures will allow for tee boxes and baskets placements. This area has been highlighted to also avoid impacting our cross-country courses that vary throughout the meet season. For development of wooded holes, invasive plants must be removed while maintaining all native trees. It is the responsibility of the bidder to include all water crossing structures, if necessary, built to required specifications.

ADA COMPLIANCE

The Commonwealth will require that the public disc golf course and adjacent parking lot shall have at least one accessible route and shall connect accessible elements and spaces within the boundary of the golf course. At least 50 percent of holes on the course shall be accessible and consecutive. Where only 50 percent of the holes are accessible, an accessible route from the last

accessible hole to the course exit or entrance must not require travel back through other holes. This may require increasing the number of accessible holes. Accessible routes shall be firm and stable surfaces. Any bridges, ramps or paved paths shall provide a clear width of 36 inches.

Signage

The successful Bidder(s) shall, at its sole expense, post signage, which shall be conspicuously displayed on the licensed premises, and which must be in conformance with the existing Department of Parks' signage, reflecting that the public disc golf course operation, the adjacent parking lot and restrooms are privately owned and operated through an agreement with the Commonwealth of Kentucky.

Staffing

The Bidder shall employ only competent and orderly employees who will keep themselves neat and clean and will accord courteous and competent treatment and service to all guests and patrons. The Bidder's employees shall be properly trained in their duties and must be adequate in number and quality to provide prompt, courteous, and efficient service to the public.

Ticket Sales Area

The Bidder may be allowed to erect/install a ticket sales/instruction area/storage area, as long as the structure is of a temporary nature and has the prior written approval of the Department of Parks. Ticket sales shall be ADA accessible.

Security

The successful Bidder(s) shall provide security for its operation on the entire licensed premises and a full description of what that entails shall be submitted with the Bidder's Bid.

Advertising

In order to promote both the Kentucky Department of Parks and the Bidder's operations in a more efficient manner any advertisement or promotional material, whether in print form or through the media, shall be submitted to the Commissioner of the Kentucky Department of Parks for his written approval, or his designee, prior to the publication or broadcast of such material. Any rejection of said material by the Commissioner or his designee shall be accompanied by a written explanation for said rejection. The sale of any souvenirs or similar material is subject to review by the Department of Parks' Customer Services Division and must also receive the written approval of the Commissioner of the Department of Parks prior to the sale of such item to the public. The denial of the sale of such item must also be accompanied by a written explanation for said denial.

Major deviations from these provisions will not be made without the prior written approval of the Division of Real Properties and the Department of Parks. Problems that arise under any aspect of performance should first be resolved between the Bidder and the agency. If such problems and/or disagreements cannot be so resolved, either party in writing should refer them to the Division of Real Properties for settlement.

The Bidder shall be responsible for assuring that the public disc golf operation provides services to the best standards prevailing for similar businesses, and that entire operation meets all local, state,

and federal laws and regulations, and any and all other state, federal, and local laws, policies and regulations relating to this type of activity.

For additional references for disc golf, please see: <http://www.discgolf.com/disc-golf-education-development/disc-golf-course-design/designing-disc-golf-courses/>
And <http://www.pdga.com/course-development>

Section XIV **RECORDS AND REPORTS**

The Successful Bidder(s) covenants that, promptly after the close of the Successful Bidder's year of operation (upon conclusion of the disc golf operation for the season), it shall, at its own expense, cause an audit to be made of its books and accounts relating to the operation of the disc golf operation. The audit shall be for the just concluded year of operation by an independent firm of certified public accounts of recognized ability and standing, and a copy of the audit shall be submitted to the Department of Parks and the Finance and Administration Cabinet no later than three and one-half months after year's end. Distribution of the audit will be the responsibility of the Department of Parks. The audit firm shall be approved by the Department of Parks.

Section XV **DEPOSIT**

A deposit for each Bid equal to \$500 shall be due and payable to the Commonwealth and submitted with Bidder's Bid ***no later than SEPTEMBER 29, 2025***. Bid deposit(s) shall be returned to unsuccessful Bidder(s). Bid deposit of successful Bidder shall be kept and amount deducted from first month's rental due to the Commonwealth.

Section XVI **METHOD OF AWARD**

The licenses will be awarded for public disc golf operation, on a highest bid amount to that responsible, responsive Bidder(s) whose offer conforming to this Invitation to Bid will be most advantageous to the Commonwealth. The Commonwealth reserves the right to reject any and all bids and to waive technicalities. The Bidder's past performance under license or license shall be a consideration and may be a factor in the award of the license.

Review of bids received	
Criteria	Points Possible
Bid amount - % of gross receipts	75
Bidder's disc golf operational plan*	25
Total Points Possible	100

*This section shall be reviewed/scored by the Department of Parks.

Section XVII
LICENSE PERIOD

Upon acceptance of bid, and in consideration of the benefits derived from this Attraction, and revenues derived, the Commonwealth is willing to License to the Successful Bidder(s) the necessary property for an initial License period of five (5) years, beginning the date the License Agreement is signed by the Secretary of Finance or upon approval of successful bid by Secretary of Finance and date of issuance of a right-of-entry to the Successful Bidder(s), with the option to renew for an additional five (5) one year periods upon written mutual consent.

The Bidder's use of the premises and operation of the public disc golf operation are subject to, and the Bidder shall comply with, all applicable state and federal statutes and regulations.

The Commonwealth makes no guaranty or warranty, either expressed or implied, with respect to the property upon which the disc golf operation is situated.

The Bidder is expected to have examined the property and to submit with Bidder's Bid his/her own formed conclusions as to its suitability of the property for the stated purposes.

Section XVIII
REVENUE PAYABLE TO THE COMMONWEALTH

Bidder shall pay to the Commonwealth the Bidder-specified flat fee rental for the use of the premises. Rental payment to the Commonwealth shall be payable on a monthly basis.

Section XIX
CANCELLATION OF LICENSE

The Commonwealth reserves the right to cancel the license for convenience when requirements under the license no longer exist, or changes in general conditions render the license as not responsive to the needs of the Commonwealth. A written notice will be given to the Bidder(s) at least thirty (30) days prior to such proposed termination date. Upon the termination date specified in the written notice, all privileges of Bidder shall cease, and Bidder shall no longer be permitted to use Parks' premises and shall remove any personal property of Bidder from premises by the cancellation date.

Upon cancellation of the resulting license, the Bidder shall at its sole expense restore the Park premises and structures used in Bidder's operation in as good a condition as of the date the license was entered into by the parties. Reasonable wear and tear by the elements is expected.

Section XX
UTILITIES

Should the successful Bidder's operation of the Attraction require electrical service, then the successful Bidder shall utilize the meters at the state park location, and Parks shall charge the Licensee for the electrical use. Some type of metering will be required to be installed, by and at the sole expense of the Bidder (should Bidder require electrical service), so that the Park may track usage to bill the Bidder.

It shall be the responsibility of the Bidder to provide and pay for all utilities for the operation of the public disc golf operation at E.P. "Tom" Sawyer State Park. This responsibility includes, but is not limited to, securing and paying for separate meters for all utilities, repairs/replacement of meters, and obtaining all necessary easements and rights-of-way from the various private, local, state, and federal government agencies involved. All expenses and costs resulting from the granting and installation of such easements and rights-of-way will be borne by the Bidder. The Bidder shall also be responsible for all costs associated with utility upgrades, changes in utility providers, and to provide rerouting.

Payment of all utilities for operation of the disc golf operation, including water and sewer services for the restrooms will be the responsibility of the Bidder and will be placed in the name of the Bidder.

The Bidder shall be responsible for obtaining all necessary regulatory agency approvals, licenses and permits (federal, state and local) for all construction and/or renovation.

The Bidder is required to provide and maintain portable restrooms for the disc golf operations. Any costs associated with maintaining the portable restrooms are at the Successful Bidder's sole expense.

Garbage and trash collection for the premises, including but not limited to areas immediately surrounding the outside of the office/ticket sales area and any ancillary supporting facilities, shall be the responsibility of the Bidder. The Bidder shall store all trash, refuse and garbage in leak proof garbage containers, which the Bidder shall install and keep in repair at the Bidder's sole expense. At a minimum, daily trash pick-up and waste receptacle and recycle services must be provided for the duration of the Attraction. Sufficient personnel for trash pick-up for the entire operation of the Attraction shall be the responsibility of and provided by and at the sole expense the Successful Bidder(s).

Section XXI **HOLD HARMLESS**

The Successful Bidder(s) shall indemnify and hold harmless the Commonwealth, any of its agents, employees, or representatives, from any and all claims, demands, damages, actions, costs, including attorney fees, and charges which the Commonwealth or the Bidder may have to pay by reason of injury to any person or property or loss of life or property resulting from or in any way connected with the character, condition or use of the licensed premises or any means of ingress thereto, or egress therefrom, or resulting from the Bidder's operations on the licensed premises, unless such injury or loss arises directly from the negligence of the Commonwealth, any of their departments or agencies, or officers or employees while acting within the scope of their employment.

The Successful Bidder(s) shall, at its own expense, assume defense of such claims and actions for damages arising out of such injuries or losses which may be brought against the Commonwealth by third persons; and shall pay such judgments that may be rendered in such actions, unless such claims or actions for damages and/or judgments arise directly from the negligence of the Commonwealth, any of its departments or agencies, or any of its officers, agents or employees while acting within the scope of their employment.

Section XXII **INSURANCE**

Indemnity and Liability Insurance.

The Bidder(s) shall indemnify and save the Commonwealth harmless from any and all claims, demands, damage actions, costs, including attorney's fees, and charges to which the Bidder any be subject or which said Commonwealth may have to pay by reason of any injury to any person or property, or loss of life or property resulting from or in any way connected with the character, or use of the structures, premises, or any means of ingress thereto or egress therefrom described herein. The Bidder shall, at its own expense, assume the defense of any such claims and actions for damages arising out of such injuries or losses which may be brought against the Commonwealth by third persons, and shall pay judgements which may be rendered in any such actions.

Bidder shall carry and maintain public liability insurance, during the term of the resulting agreement, in the minimum amounts of \$300,000.00 per person and an aggregate of \$1,000,000.00 per accident per personal injury, and \$100,000.00 Property Damage.

Said insurance policy shall name the Commonwealth as an additional insured and shall also provide that said policy shall not be subject to cancellation, termination or change without at least thirty (30) days prior written notice to the Commonwealth. Successful Bidder(s) must furnish a copy of its insurance policy to the Department of Parks prior to commencement of operations, and on an annual basis thereafter for the full term of the license and any renewals thereof.

After award of the license, the minimum liability amounts of required coverage established under this Section shall be subject to modification by the Commonwealth upon thirty (30) days written notice to the Successful Bidder(s).

Section XXIII **RECORDS INSPECTION**

The Bidder, as defined in KRS 45A.030 (10) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The Bidder also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the Bidder and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment below)



Secretarys order
11-004.xml

Section XXIV
TERMINATION FOR DEFAULT

If at any time during the period in which the resulting License Agreement is in effect, the Bidder defaults on any obligation incurred hereunder, then the Agreement shall be subject to termination by the Commonwealth with no right of recourse remaining in the Bidder. All rights and benefits herein conferred shall be deemed forfeited, and the Bidder covenants that it shall quietly surrender possession of the licensed premises to the Commonwealth, provided however, that before any termination shall occur under this Paragraph, the Bidder shall be given written notice and be allowed thirty (30) days from the date of receipt of such notice in which to cure such or noncompliance. If said default or noncompliance is cured within the above time period, then the License Agreement shall remain in full force and effect.

The procedure for termination of the License Agreement under this Paragraph shall be as follows:

- The Commonwealth shall deliver, by certified mail, to the Bidder, a "Notice of Termination" which shall specify (i) the reason(s) for termination of the License Agreement; (ii) the extent to which performance under this License Agreement is to be terminated; and, (iii) the date upon which termination shall become effective.
- The Bidder shall stop performance under the License Agreement on the date indicated and to the extent specified in said "Notice of Termination", unless the default or noncompliance is cured within the time period stated in the notice.
- The rights and remedies of the Commonwealth provided in the Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

Section XXV
TAXES

The Bidder shall pay all taxes which may be lawfully imposed by the Commonwealth and its political subdivisions and shall secure and pay for all permits and licenses which may be required by the Commonwealth or a political subdivision.

Section XXVI
MAINTENANCE OF DEVELOPMENT

During the original license term or any renewal thereof, the Successful Bidder(s), at its sole expense, shall keep all of the licensed area, including any and all equipment and personal property, and any other structures and associated facilities and equipment in good repair, and not suffer or permit any waste to be committed or anything to be done on the licensed premises that would constitute a nuisance.

Bidder, at its sole expense, shall be responsible for all maintenance duties, including but not limited to the following:

1. The Bidder, at its sole expense, shall be responsible for daily trash removal from the entire licensed premises year-round. The Bidder will be required to police the licensed area on a daily basis and remove on an as needed basis or as reasonably directed by the Department of Parks.

2. The Bidder shall be responsible, at its own expense, for all repairs and maintenance of its facilities (to include any utilities, daily trash pickup/garbage removal, supplies, and etc.); painting, and adequate/frequent maintenance and cleaning of restrooms.
3. Bidder, at its sole expense, shall be responsible for preventative maintenance of all equipment in accordance with manufacturer's recommendations, keeping maintenance records on equipment and providing such records to the Department of Parks, upon request.
4. Bidder, at its sole expense, shall be responsible for all rebuilding, restoration and replacement of Commonwealth's property necessitated by casualty resulting from the negligence or intentional act of the Bidder, its agents or employees.
6. The Bidder shall assume responsibility for all existing facilities, including any labor, equipment, and supplies, at the time a license is finalized.
7. In addition to the aforementioned maintenance responsibilities of the Bidder and during the original license term or any renewal thereof, the Bidder shall:

Keep any and all existing and proposed buildings, structures, and other improvements, located on the licensed premises, both interior and exterior, and all equipment and personal property within said buildings and structures in good repair, and not suffer or permit any waste to be committed or anything to be done on the licensed premises that would constitute a nuisance.

Section XXVIII **REMOVAL OF PERSONAL PROPERTY UPON EXPIRATION, CANCELLATION, OR** **TERMINATION FOR DEFAULT**

All of the Successful Bidder's equipment (excluding fixtures), supplies, and materials shall be removed from the licensed premises, at successful Bidder's sole expense, fifteen (15) days after cancellation, termination or expiration date of the License Agreement. Failure to remove personal property from the Licensed Premises shall also be deemed a lack of compliance with "satisfactory" clean-up/restoration, shall be considered abandonment of the property, and the property shall become entitled with the Commonwealth.

Section XXIX **EMPLOYMENT PRACTICES**

The Successful Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Successful Bidder must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, status, political affiliation, or disability. Such action shall include, but is not limited to, the following: employment, promotion, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Successful Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this clause.

The Successful Bidder(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the Successful Bidder(s), state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Successful Bidder(s) shall comply with related Commonwealth laws and regulations.

The Successful Bidder(s) shall comply with regulations issued by the Secretary of Labor of United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11785 and the Federal Rehabilitation Act of 1973. The Successful Bidder(s) shall comply with the Civil Rights Acts of 1964 and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended and the Kentucky Civil Rights Act.

Section XXX **PERMITS AND LICENSES**

The Successful Bidder(s), its contractors and employees, shall procure all necessary permits, licenses, and certificates which are required by state and local laws, and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments.

Section XXXI **RIGHT OF ENTRY**

The right is hereby reserved to the Commonwealth, its officers, agents and employees, to enter upon the Attraction premises at reasonable times to inspect the premises, operation and equipment, or for any purposes in connection with work necessary to the benefit of the Commonwealth.

Section XXXII **ASSIGNMENT**

The Bidder shall not voluntarily, involuntarily or by operation of law assign, sublet, or otherwise transfer the License Agreement or any interest created therein, to any other person, association, partnership, corporation or other entity without first obtaining in each and every instance the Commonwealth's prior written consent. Any attempt to assign, sublet, or otherwise transfer the License Agreement, or any interest created therein, without such consent shall be void. If an assignment, sublet or transfer is made with the consent of the Commonwealth, then the Bidder shall not be relieved from the performance of all terms, covenants and conditions of the License Agreement. If the Commonwealth to any such assignment, subletting, or transfer once gives consent, such consent shall not operate as a waiver of the necessity for obtaining the Commonwealth's consent to any subsequent assignment, subletting, or transfer. No assignment will be effective or binding against the Commonwealth until such time as the assignee executes an amendment, signed by all parties, reflecting such assignment.

Section XXXIII **INDEPENDENT CONTRACTOR STATUS**

The Bidder shall be held to be an independent contractor, and all persons employed by him/her in the exercise of the privileges granted therein shall be employees, agents and servants of Bidder only and not the Commonwealth.

Section XXXIV
MODIFICATIONS/CHANGES

No modification or change of any provision in this bid shall be made, or construed to have been made, except with the prior written agreement of both parties through an amendment to the License Agreement executed by all parties. Memoranda of Understanding and correspondence shall not be construed as amendments to the license.

If any provision of the license is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the Bidder shall be relieved of all obligations arising under such provision. If the remainder of the license is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Section XXXV
OFFER OF GRATUITIES

By submission of Bid, the Bidder certifies that no member of or delegate of Congress, nor any elected or appointed official or employee of the Commonwealth of Kentucky has or will benefit financially or materially from this procurement. Any license agreement arising from this procurement may be terminated by the Commonwealth if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Bidder, his agents, or employees.

Section XXXVI
ENTIRE AGREEMENT

This bid package represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other agreement.

Section XXXVII
FORCE MAJEURE

The Bidder will not be liable to the Commonwealth if failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the Bidder. Such causes may include, but are not restricted to, acts of God, fire, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the Bidder. The Bidder will take all possible steps to recover from such occurrences.

Section XXXVIII
COMMONWEALTH'S PROPERTY

The Successful Bidder(s) shall be responsible for the proper care and custody of any Commonwealth property furnished for the Successful Bidder's use in connection with the performance of the resulting license agreement. This responsibility includes the repair and/or replacement due to loss, damage, or negligence, normal wear and tear expected.

Section XXXIX
VENUE

The laws of the Commonwealth of Kentucky shall govern this bid and the resulting License Agreement. Any legal proceeding against the Commonwealth or the departments regarding this agreement or any resultant agreement shall be brought in Commonwealth of Kentucky administrative or judicial forms. Venue will be in Franklin County, Commonwealth of Kentucky.

In the event that either party deems it necessary to take legal action to enforce any provision of this Agreement, and in the event the Commonwealth prevails, the Bidder agrees to pay all expenses of such action, including attorneys' fees and costs at all states of litigation, as set by the court or hearing officer.

Section XL
ADDITIONAL TERMS/CONDITIONS

Additional items/services, terms and/or conditions that come within the scope of the license agreement and are found to be needed by the Commonwealth may be added to the license agreement.

Section XLI
CONFLICT OF INTEREST

No official or employee of the Commonwealth, and no other public official of the Commonwealth of Kentucky or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the license or proposed license.

The successful Bidder(s) covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The successful Bidder(s) further covenants that in the performance of the license no person having any such known interests shall be employed. By entering into the license agreement, the successful Bidder(s) covenants that it is not in violation of KRS Chapter 11A (Executive Branch Code of Ethics).

Section XLII
REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or Bid opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within [KRS 14A.1-070](#). **For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.** Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

Section XLIII
PROHIBITION FROM REMOVAL OF VEGETATION/MINERALS, BAT MITIGATION

The successful Bidder agrees that no live trees will be cut, no vegetation dug, nor the landscape altered in any way without prior consultation and written approval of the Department of Parks and any other state agency regulating such activities. The successful Bidder shall be responsible for all landscaping around the site(s) compound. The landscaping must be approved by the Department of Parks. The successful Bidder shall be required to replace any grass or trees that have to be removed from the construction site. In no event shall the successful Bidder extract or remove any minerals, oil, or gas from the premises.

The Successful Bidder agrees to abide by all laws, regulations, policies, and procedures of the Commonwealth in all regards, including but not limited to the attached. See **Exhibit B** "Conservation Minimization for Federally Listed Species", attached hereto and made a part hereof. If applicable, the successful Bidder agrees that the Bidder shall make every effort to divert the activity from, and not impinge upon, the designated State Nature Preserves area within E.P. "Tom" Sawyer State Park. Any impingement upon the State Nature Preserves area must have the prior written approval the Kentucky State Nature Preserves Commission of the use of that portion of the State Nature Preserves area, approval which may or may not be granted by the Commission.

Section XLIV
Land, Water, Conservation Fund (LWCF) Restricted Use of Land

The land upon which the proposed public disc golf course will be located was either acquired or developed utilizing LWCF federal funding, and all lease documents and concession agreements for the operation of LWCF assisted sites by private organizations or individuals must comply with the following:

1. In order to protect the public interest, the Commonwealth/Department of Parks, as project sponsor, must have a clear ability to periodically review the performance of the successful Bidder and terminate the resulting license agreement if its terms and the provisions of the grant agreement, including standards of maintenance, public use, and accessibility, are not met.
2. The resulting License agreement document should clearly indicate that the licensed area is to be operated by the successful Bidder for public outdoor recreation purposes in compliance with provisions of the Land and Water Conservation Fund Act and implementing guidelines (36 CFR 59). As such, the document should require the area to be identified as publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising, and is operated by the successful Bidder as identified in the public information to eliminate the perception the area is private.
3. The resulting License agreement document should require all fees charged by the successful Bidder to the public must be competitive with similar private facilities.
4. The resulting License agreement document should make clear compliance with all Civil Rights and accessibility legislation (e.g., Title IV of Civil Rights Act, Section 504 of Rehabilitation Act, and Americans with Disabilities Act) is required, and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.

Section XLV
Items that MAY Be Provided by the Department of Parks

The Department of Parks may, at its sole discretion, provide any remaining signs and baskets from the former Department of Parks' disc golf courses for use by the successful Bidder at E.P. "Tom" Sawyer. Should the Department of Parks determine to provide this equipment, a written accounting of such equipment shall be taken and kept for the permanent disc golf course file to be located in the Division of Real Properties.

Section XLVI
BIDS SHOULD INCLUDE THE FOLLOWING:

A. Evaluation of Bids

- The Bidder's disc golf operational plan.
- Revenue payable to the Commonwealth.

The successful Bidder's Bid documents will become a part of any final license agreement. All items listed must be thoroughly addressed in your written Bid.

B. Submission of Bid

It will be the duty of each Bidder to see that his Bid is delivered by the time and at the place prescribed in this RFB. Bids received prior to the closing of receipt of Bids will be securely kept, unopened, until the time set for opening Bids. The officer whose duty it is to open them shall decide when the specified time has arrived, and no Bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a Bid through inadvertence or one not properly addressed and marked. Telegraphic Bids will not be considered, but modifications by telegraph of Bids already submitted will be considered, if received prior to the time set for opening the Bids. There will not be a public bid opening.

Neither the Bids nor their contents shall be made available for public information or inspection until such time as an award of a license is made.

C. Withdrawal of Bid

Bids may be withdrawn on written or telegraphic requests received from the Bidder prior to the time fixed for opening. Bids may not be withdrawn for a period of one hundred and twenty (120) calendar days after the closing date for receipt of Bids. Negligence on the part of the Bidder in preparing his Bid confers no right to withdraw his Bid after it has been opened.

D. Bid Subject to These Terms

All Bids submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this RFB and enclosures thereto.

E. THE BID SHALL INCLUDE THE FOLLOWING SECTIONS:

Disc Golf Operation: Construction and Operational Plan

1. A general narrative description of the proposed disc golf operation, including a time schedule*, course design plan, operation dates and hours, list of personal property inventory (i.e., type of rental fleet), listing of structures and type of construction for structures, and itemized cost estimate for each category previously mentioned. For example, indicate the number of proposed rental fleet, including rental fees to be assessed for all categories, as well as type and number of and proposed ancillary structures (i.e. ticket sales area, equipment storage building(s), etc.) The Bidder must also indicate the services to be offered, proposed area lighting, proposed area security, landscaping, proposed promotional plans, signage, preventative maintenance schedule, safety inspections and safety equipment replacement schedule, emergency procedures for fire and accidents, CPR certification for emergency procedures, and any other information pertinent to the proposed operation of the disc golf course. Bidder must identify all proposed aspects of construction of the disc golf operation, the professions completing that construction, the years of full-time experience in providing those professional services, number and location of disc golf operation the profession has constructed, etc.

*Note: Should the successful Bidder be unable to meet its proposed time schedule for construction/operation of the disc golf operation, the Commonwealth shall have the right to immediately cancel the agreement with the successful Bidder.

2. Bidder shall provide comprehensive and detailed specification material relative to all construction, operation, materials, equipment, furnishings, etc. for the construction and operation of the disc golf operation design plan that will enable the Commonwealth to determine the quality of these items.
3. Describe management structure/organization proposed for the disc golf operation; identify management personnel by name, if selected, titles; and show how management staff will interact with each other in managing the facilities. Additionally, the Bidder is to indicate the total number of staff and categories of work to be utilized in operation and maintenance of the facilities (i.e., ticket sales, cashier, guides, safety officer, etc.). Also, provide years of full-time experience for all employees in this type disc golf operation venture. Bidder shall also provide a listing of all required training (disc golf design, financing, construction, operation and maintenance of same), CPR, retrieval, emergency preparedness, first aid, etc.) for all proposed staff.

Section XLVII
DEFINITION OF GROSS RECEIPTS

“Gross Receipts” shall be the total amount of cash or credits received by the Bidder from all business operations, including receipts from sale of attraction tickets, food/grocery items; sale and/or rental of disc golf equipment or paraphernalia, souvenirs, any and all other incidental income, including the total sale amount of consigned items, resulting from the term of the License Agreement. Gross receipts shall also include, for the purposes of the resulting license, Kentucky Tax, writing fees for licenses, and Federal Excise tax on those items subject to it, are exempt from the gross receipts for fee purposes.

Gross receipts as defined in reference to revenue derived from any and all consigned items, such as vending machines, located on or about the properties, shall mean total dollar sales derived from the sale of said items, as opposed to commissions received by the Bidder. When items such as disc golf operation equipment or vending machine products are sold on consignment, the Bidder shall pay rent on the total price of that sale, not just on the Bidder’s consignment fee; i.e., the share of the total sale price which the Bidder receives. Revenue from sales by the Bidder shall be counted as a gross receipt whether or not it occurs on the licensed premises.

FORM OF PROPOSAL (SEALED BID)

TO: Finance and Administration Cabinet
Department of Facilities Management
Division of Real Properties
Bush Building, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601

INVITATION NO. RFB092925

BID OPENING DATE: SEPTEMBER 29, 2025

BID OPENING TIME: 2:00 PM EST

Subject to the General Terms and Conditions and Authentication Of Bids and Affidavit Of Non-Collusion and Non-Conflict Of Interest, I propose to pay to the Commonwealth of Kentucky the following amount:

THIS SECTION MUST BE FILLED OUT AND RETURNED WITH THE BID PACKAGE.

Revenue Payable to the Commonwealth. Bidders are to indicate (on lines below) the annual (monthly) rent, plus the percentage of gross receipts, Bidder will pay to the Commonwealth for the term of the corresponding license(s). Rent is payable to the Commonwealth shall be made monthly and shall be due on or before the close of business ten (10) working days after the end of the preceding month. Should the Bidder be late on concession payment (either base rental or percentage of gross receipts payment or both) to the Commonwealth, then the Bidder is subject to a penalty of one and one-half percent per month or eighteen percent per annum for each month the concession payment is late.

THE SUCCESSFUL BIDDER(S) SHALL PAY TO THE COMMONWEALTH A PERCENTAGE OF GROSS RECEIPTS ON ALL REVENUE EARNED FROM THE OPERATION OF THE DISC GOLF OPERATION AT E.P. "TOM" SAWYER STATE PARK.

In exchange for a license agreement to finance, construct, maintain and operate a public disc golf operation, I propose to pay the Commonwealth of Kentucky:

\$ _____ per month for the Bidder's operation of a _____ hole disc golf operation

Proposed disc golf operation opening date shall be: _____

Proposed disc golf operation season: _____

I have enclosed my bid deposit equal to \$500.00, made payable to Kentucky State Treasurer.

Bidder's Signature

Bidder's Name - Printed



**Required Affidavit for Bidders, Offerors
and Contractors
(KRS 45A.110 & 45A.115)**

Affidavit Effective for One (1) Year from Date of Execution

Instructions: Pursuant to [KRS 45A.110](#) and [45A.115](#), a bidder, offeror, or contractor ("Contractor") is required to submit a Required Affidavit for Bidders, Offerors, and Contractors to be awarded a contract, or for the renewal of a contract. An authorized representative of the contracting party must complete the attestation below, have the attestation notarized, and return the completed affidavit to the Commonwealth.

Attestation

As a duly authorized representative for the Contractor, I swear and affirm under penalty of perjury, that that the Contractor has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation. The bidder or offer understands that the Commonwealth retains the right to request an updated affidavit at any time.

Signature

Printed Name

Title

Date

Bidder or Offeror Name: _____

Address: _____

Commonwealth of Kentucky Vendor Code (If known): _____

Subscribed and sworn to before me this ____ day of _____, _____.

State of: _____ Notary: _____

County of: _____ My Commission Expires: _____

EP TOM SAWYER STATE PARK MAP



EXHIBIT B

Conservation Minimization Measures for Federally Listed Species

Bats

- Remove trees that are greater than 3-inches in diameter at breast height (dbh) from November 15 to March 31.
- If trees greater than 3-inches dbh must be removed during summer occupancy period (April 1 to October 15), remove trees outside of the non-volant period (May 15 to July 31).
- Avoid the removal of Indiana bat primary maternity roost trees (PMRT) or suitable forested habitat immediately surrounding a PMRT.
 - A PMRT is a dead tree or snag that is 9 inches or greater in dbh and has loose or exfoliating bark, cracks, crevices, and/or hollows. A live tree may also qualify if it contains hollows or dead portions with loose or exfoliating bark, cracks, and/or crevices.
- After trees have been removed, replant area with native trees if possible.
- If bridges and/or appropriately sized culverts are present in the action area, conduct an assessment of these structures in accordance with *Appendix K* of the most current version of the [Range-wide Indiana Bat and Northern Long-eared Bat Survey Guidelines](#).
- Avoid temporary or permanent lighting within 1,000 feet of suitable habitat, unless lights are downward facing.

Aquatics

- Avoid direct impacts to any stream.
- Utilize best management practices such as silt fences, hay bales, etc. to reduce erosion and sedimentation.
- Avoid heavy equipment use within any stream.
 - If heavy equipment is required, utilize temporary work pads/mats to reduce impacts to streams.
- Avoid vegetation removal within 200-feet of a perennial stream.
- Utilize native seed mixes when revegetating areas.
- Avoid impacts to sinkholes or other karst features.

Plants

- Avoid ground disturbances such as vegetation removal, or mowing in cedar glades/thickets, eroded areas, forest edges, or other open areas.
- Utilize native seed mixes when revegetating areas.
- Avoid herbicide applications in suitable habitat for listed plants.
 - If herbicide is required, utilize targeted application methods such as spot-spraying, hack-and-squirt, basal bark, injections, cut-stump, or spot-spraying