

REQUEST FOR PROPOSALS (RFP)

**Issued By
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET**

**On Behalf of
TOURISM, ARTS, AND HUMANITIES CABINET,
DEPARTMENT OF FISH AND WILDLIFE RESOURCES**

OTTER CREEK OUTDOOR RECREATION AREA (OCORA)

**CONTRACT TO OPERATE AND MAINTAIN A CAMPGROUND AND ASSOCIATED
FACILITIES AT THE OTTER CREEK OUTDOOR RECREATION AREA,
MEADE COUNTY, KENTUCKY**

Project Name: OCORA Campground
Proposal Number: 110118
Closing Date & Time: November 1, 2018 at 11:00 a.m. EDST

Submit Proposals To: Division of Real Properties
Third Floor – Bush Building
403 Wapping Street
Frankfort, Kentucky 40601
Attn.: Natalie W. Brawner

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I. Intent

The Commonwealth of Kentucky ("Commonwealth"), Tourism, Arts, and Heritage Cabinet, Department of Fish and Wildlife Resources (KDFWR), desires to provide recreational opportunities and public use of the existing camp ground and related facilities at the Otter Creek Outdoor Recreation Area, Brandenburg, Kentucky ("Otter Creek"), see attached **Exhibit A**. To that end, the Commonwealth solicits proposals from private, third-party, entities who wish to accept responsibility for the lease, management, operation and maintenance of the campground and related facilities, concurrent with the Commonwealth's operation of Otter Creek Outdoor Recreation Area, and to operate, maintain, manage, and furnish a first class, high quality camp ground area (the "Project").

Based on detailed requirements, terms and conditions set forth in this Request for Proposals ("RFP"), the Commonwealth solicits proposals from prospective Offerors, who can demonstrate the necessary capability to maintain, operate, furnish and manage the Project at optimum potential on a long-term basis. Existing structures and facilities may be improved upon, by and at the sole expense of the Successful Offeror. The Commonwealth expects early materialization of environmentally and aesthetically acceptable campgrounds and related facilities as a privately operated, recreational opportunity open to the general public. In consideration of the benefits derived from this campground, and revenues derived, the Commonwealth is willing to lease to the Successful Offeror the necessary property (described herein under **Exhibit B**) for an initial lease period of ten(10) years. At the sole discretion of the Commonwealth and when consistent with the best interests of the Commonwealth, the Commonwealth may renew the lease agreement for two additional five (5) year periods. Terms and conditions, including rent payable to the Commonwealth, may be renegotiated to meet requirements for the renewal period based on prevailing conditions at that time. See Section V of this RFP, Terms and Conditions, Lease Agreement.

II. General RFP Information

A. Type of Contract

This document constitutes a Request for Proposals (RFP) to enter into a lease agreement, pursuant to KRS 45A and KRS 56, by and through FAC on behalf of KDFWR. The issuance of this RFP in no way constitutes a commitment to award a lease by the FAC, nor a commitment to pay any costs incurred in preparation of a response to this request. Costs of Proposal preparation are not reimbursable, even for the selected Offeror.

The FAC unconditionally reserves the right to withdraw or cancel this RFP and to reject any and all offers at any time and for any reason without recourse. Receipt of Proposal materials by the FAC or submission of a Proposal to the FAC confers no rights up on the Offeror nor obligates the FAC in any manner.

No contract or lease resulting from this RFP can be deemed valid or binding until properly approved and executed by the Secretary of the Finance and Administration Cabinet.

The Offeror shall agree not to refer to the lease award in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the FAC.

B. Calendar of Events

The following schedule is anticipated for the procurement and contract process:

TASK	DATE
Release of RFP	On or about September 21, 2018
Deadline for Written Questions	October 5, 2018
Offeror's Conference	October 10, 2018 at 11:00 a.m. EDST
Proposals Due	November 1, 2018 at 11:00 a.m. EDST
Oral Presentations	<u>If determined necessary</u> , short list number proposals to no more than three (3) based on score and oral presentations to be scheduled on or by November 16, 2018
Contract Award	Upon signature of Lease by the Secretary of FAC
Full Operational Implementation of Contract Terms by Selected Offeror	On or before _Prior to the Spring 2019 opening (March 2019)

C. Offeror's Conference

An Offeror's Conference will be held on October 10, 2018 at 11:00 A.M. EDST at the Campground at OCORA, 850 Otter Creek Road, Brandenburg Road, Brandenburg, Meade County, Kentucky 40108 in order to allow potential Offerors an opportunity to ask questions about the RFP and view the site, although the property is being offered as-is. This conference provides the potential Offerors their only opportunity for oral questions. Offerors are encouraged, but not required, to submit written questions in advance by October 5, 2018. Although a question and answer session will occur, the final, official answer or position of the FAC on any material points will be stated in writing by addendum and posted online as well as distributed to all Offerors after the conference.

Attendance at the Offeror's Conference is optional but strongly encouraged; RSVP no later than c/o/b seven business days prior to the conference date. If there is no interest by any Offeror in attending the conference by that date, then the conference may be canceled. RSVP to the attention of Natalie Brawner, Division of Real Properties, 3rd Floor – Bush Building, 403 Wapping Street, Frankfort, KY 40601 (502) 564-2111 or natalie.brawner@ky.gov. Potential Offerors or their representatives who have a disability pursuant to the ADA, for which the FAC needs to make an accommodation, shall notify Natalie Brawner of the need when communicating the RSVP.

D. RFP Addenda

Addenda to this RFP may be necessary. No modification, expansion, explanation or deviation from the specifics of this RFP shall be binding on the Offeror or the FAC except those included in a written Addenda, issued prior to receipt of Proposals.

E. Restrictions on Communications with Commonwealth Executive Branch Employees

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:

Natalie W. Brawner
Division of Real Properties
403 Wapping Street, Third Floor – Bush Building
Frankfort, KY 40601
502-564-2111 Fax – 502-564-8108
Email – natalie.brawner@ky.gov

From the issue date of this RFP until a Offeror is selected, and the resulting lease is executed, Offerors shall not communicate with any COK staff concerning this RFP except:

- The Commonwealth Buyer (Natalie Brawner) cited in this RFP
- The Commonwealth representatives during a scheduled Offeror's Conference, which shall be attended by the Commonwealth buyer; or
- Via written questions submitted to the Commonwealth buyer

The Commonwealth of Kentucky shall reserve the right to reject the Proposal of any Offeror who violates this provision.

Any agreement or collusion among lease proposers or prospective lease proposers which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to propose a lease with certain terms or otherwise is prohibited.

F. Issuing Office

This RFP is being issued by the Division of Real Properties, Department for Facilities and Support Services, Finance and Administration Cabinet, on behalf of the COK and KDFWR.

G. Confidentiality

The Offeror and FAC agree that all information communicated between them before the effective date of the Lease shall be received in strict confidence and shall not be disclosed by the receiving party, its agents, or employees without the prior written consent of the other party. Such material shall be kept confidential subject to the Commonwealth of Kentucky and federal disclosure laws. Upon the signing of the Lease by all parties, terms of the lease become available to the public, pursuant to provisions of Kentucky laws.

H. Proposal Guaranty

1. The Offeror's proposal must be accompanied by a certified or cashier's check, made payable to the "Kentucky State Treasurer", in the amount of One Thousand Dollars (\$1000.00). Upon award of a lease contract, the certified or cashier's check of the unsuccessful Offerors will be returned immediately. The certified or cashier's check of the successful Offeror will be returned upon receipt of the performance and payment bonds enumerated herein.
2. In the event a Offeror's proposal is accepted and the Offeror fails to execute the contract documents, including the deed and the lease, within ten (10) calendar days after its receipt by the successful Offeror, the Commonwealth may, at its option, determine that the Offeror has abandoned the project and the amount of the proposal guaranty shall be forfeited to the Commonwealth as liquidated damages, and not as a penalty.

III. RELEVANT INFORMATION

A. OCORA General Background Information

OCORA is a 2,221-acre facility operated by the Kentucky Department of Fish and Wildlife Resources. Since the 1940's, this area was previously operated by Louisville Metro Government as Otter Creek Park. The Park was officially closed by Louisville Metro in January 2007; however, deed restrictions established by US Department of Interior require the area to be continually operated for public recreation purposes. In May of 2014, the property was acquired by KDFWR (see deeds attached as part of **Exhibit C**).

OCORA is located in Meade County, Kentucky, which is approximately 20 miles from Louisville, Kentucky. It is strategically located near two major interstate highways, I-64 and I-65, and the highest population center in Kentucky. Equally important, it is adjacent to the Fort Knox Military Installation, now home for the Army's Human Resource Center. Collectively 40,000 soldiers, family, and civilians are associated with this Center.

KDFWR manages OCORA to accommodate multi-outdoor recreational opportunities. There are approximately 24 total miles of existing trails in this picturesque setting which are utilized by hikers, horseback riders, and bike riders. Other popular recreational opportunities include hunting, fishing, disc golf, swimming/lounging in the creek, and nature study. Over five miles of fishing opportunities exist in the name-sake creek, Otter Creek, which include a warm water fishery and a seasonal cold-water (trout) fishery. Bank fishing opportunities are also available on the 2.4 mile border of the Ohio River. Hunting opportunities include deer archery, quota deer firearm, turkey, small game, and furbearers, and are compatible with other existing uses. Archery and firearm ranges area are available and allow shooters a public facility for the safe use of these weapons. In addition, over one hundred fifty acres is leased by the YMCA and managed as "Camp Piomingo" and shown on the attached map (**Exhibit A**).

OCORA is subject to user fees for such outdoor recreational opportunities—see **Exhibit A**.

OCORA is subject to Meade County Ordinances, does not allow the sale of alcohol on the premises.

As part of the multi-outdoor recreational opportunities described above specific hunting activities are allowed by KDFWR at OCORA as authorized below. However, no hunting activities shall be allowed within the campground area. KDFWR also has a no-hunting zone delineated around the campground.

301 KAR 2:178 (28) provides that for Otter Creek Outdoor Recreation Area:

(a) The deer archery and crossbow seasons shall be open under statewide requirements.

(b) There shall be a deer quota hunt for:

1. Two (2) consecutive days beginning the second Saturday in December.

301 KAR 2:049 (18) provides that for Otter Creek Outdoor Recreation Area:

(a) Except as authorized by the department, a person shall not enter the area during a deer quota hunt without a valid quota hunt confirmation number;

(b) Northern bobwhite season shall be closed;

(c) Rabbit hunting season shall be from December 1 through December 31;

(d) Trapping season shall be from January 1 through the last day in February;

(e) A person who traps on the area shall:

1. First obtain prior authorization from the area manager; and
2. Only trap in department designated areas;

(f) Except during deer quota hunts, a person shall not use the following to take furbearers:

1. A rifle;
2. Ball ammunition; or
3. Slug ammunition; and

(g) A person shall not use a rimfire gun to take small game, except during a deer quota hunt.

B. Campground Description

1. Campsites:

- a. Total of 219 sites
- b. 87 water and electric sites, two being handicap accessible -- 30, 50, and 120 amp service, gravel pads, fire pit with grill slate provided, picnic table.
- c. 48 water only sites, one being handicap accessible, gravel pads, fire pit with grill slate provided.
- d. 80 primitive sites, community water spigot, fire pit with grill slate provided.
- e. 4 equestrian sites.

2. Cabins:

- a. Total of 5 cabins
- b. 4 cabins, each with electricity, seven twin size bunk beds that sleep 14 people, a refrigerator, a table with four chairs, and fire pits with grill slate.

- c. 1 Primitive cabin with seven twin size bunk beds that sleep 14 people, a refrigerator, a table with four chairs, and fire pits with grill slate.
3. Bathrooms:
- a. Total of 3 bathrooms
 - b. D section bathroom just has restrooms. (Currently closed due to septic repairs. KDFWR is in the process of repairing)
 - c. E section bathroom has restrooms and two sets of showers, also has a window unit that puts out heat and air conditioning.
 - d. F section bathroom has restrooms and two sets of showers, has heat, has one handicap stall.
4. Other Amenities:
- a. Check-in station booth/camp store, window unit that provides heating and air conditioning
 - b. A large pad for the camp host that has water, electric, and sewage hookups
 - c. One set of swings and a basketball goal
 - d. Blacktop road throughout most of the campground; gravel through the primitive campsites.

NOTE: These and other facilities/accommodations will be available for inspection at the site visit/Offeror's Conference on October 10, 2018.

C. Project Description

1. Selected Offeror Due Diligence:
- a. The Offeror is responsible for all due diligence investigations of the leased premises, including sub-surface conditions, and all costs associated therewith, at the designated site, other than any data provided within this RFP, which shall be utilized for informational purposes only. Commonwealth of Kentucky will not be held liable for any information herein.
 - b. Offeror shall, at its sole expense, determine the best course of action for the site whether that be to renovate any existing structure or construct additional structures or improvements within the leased premises including, but not limited to: landscaping, walkways, automobile parking, maneuvering and drive areas, and all other amenities and facilities required for the operation of the campground. As part of the project, Offeror is responsible for completing all site work, including the extensions of underground duct systems, water, sanitary sewer, storm sewer, natural gas transmission lines, and any other utility from the utility connection point(s) designated by the Commonwealth.
 - c. This project shall be undertaken and completed by the successful Offeror, by and at its sole expense, and the project and project site shall be leased to the successful Offeror in its "as is" condition. Successful Offeror shall

obtain, at its sole expense, the necessary permits, approvals, easements, and licenses necessary for the development, construction, and use of the leased premises; rezoning or conditional use permits, access permits, building and business permits, zoning or building code variances, zoning design review, access and utility easements, any architectural, design, signage permits or other necessary approvals. The Commonwealth will, to the extent possible, assist Offeror in obtaining the necessary governmental approvals.

- d. If any construction or alteration of the site is proposed, the Offeror shall submit to the Kentucky Division of Engineering and Contract Administration (DECA) for the review and approval of DECA and KYTC, construction documents bearing the seal and signature of a KY licensed design professional, per the laws of KRS 322.360, 323.033, 323.095, and 323.340, prior to beginning any construction on the leased premises, as well as providing 'as built' drawings/plans to the DECA, after completion of construction, for submittal to the State plan vault.
- e. From the date the Secretary of the Finance and Administration Cabinet executes the resulting Lease Agreement, unless prior written approval is granted by the COK, the target completion date for operation of the Campground is on or before March 1, 2019. Unless approved in writing by the Lessor, if the campground is not open by March 1, 2019, then the resulting Lease Agreement will become null and void, with no rights remaining to the Offeror.
- f. If applicable, during construction or renovation, Offeror shall provide proper receptacles for all construction debris and the trash and garbage generated by such construction activities. Offeror is responsible for removal of all waste, construction debris, refuse, garbage and rubbish generated from project activities and shall not deposit or leave same, except temporarily in connection with collection for removal, on any part of the leased premises. Offeror shall, at its sole expense provide and use suitable covered receptacles for the storing of all trash, garbage and other refuse created within the Campground or arising from the Offeror's exercise of any right or obligation under the resulting Agreement. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the leased premises is forbidden.

At a minimum, the Campground operation must be open Wednesday-Sunday each week from March 1st to October 31st for the duration of the lease agreement.

2. Campground Requirements: It is anticipated that the Successful Offeror shall, at its sole expense, at a minimum, have open and available for campers by no later than March 1, 2019, the following, as identified in **Exhibit B**, 219 campsites; 5 cabins, 3 Bath houses; and playground area with adherence to the following requirements (including but not limited to):

- a. CAMPSITES and CABINS:
 - i. Each site to maintain current water and/or electric service and a fire ring.
 - ii. Wi-Fi capability
 - iii. Sites to be identified by numbers
 - iv. Signage: Offeror must post campground regulations and OCORA rules and regulations.
 - v. Each area shall have a sufficient number of benches and/or picnic tables for camp sites
 - vi. Sites should have a sufficient number of garbage containers to ensure cleanliness at and around each campsite
 - vii. Sites should have sufficient number of water-drink stands

- b. RESTROOMS/BATHROOMS:
 - i. The E and F bathrooms must remain functional at all times.
 - ii. Bathroom functionality (air, heating, showers, etc...) should be maintained or expanded.
 - iii. Bathrooms should be cleaned daily and cleanliness should be monitored twice daily.

- c. ROADWAYS:
 - i. Roadways are to be maintained dust-free (paved or gravel).
 - ii. Provide adequate signage at OCORA entrance and throughout camp area.

- d. BUILDINGS:
 - i. Any new buildings, beyond those already erected on the OCORA campground area to be constructed and/or renovated shall be of quality materials and comply with all local, state and federal codes, regulations, etc., including but not limited to 902 KAR15:020 with regard to recreational vehicles.
 - ii. Architectural style of buildings to be consistent throughout the area.
 - iii. Buildings are to be constructed and/or renovated to accommodate the disabled.
 - iv. Have adequate number of vehicle spaces for users and paved walks for ingress/egress.
 - v. Have tempered hot water available for lavatories and showers.
 - vi. Buildings are to be well ventilated and easily cleaned.

- e. UTILITIES:
 - i. Responsible to provide, maintain and/or upgrade electric and water distribution to each site.
 - ii. Make provisions to drain water system(s) in winter.
 - iii. Maintain and ensure all utilities are sized to accommodate future expansion or need/capacity.
 - iv. Maintain and ensure sewage dump stations are provided, as required.
 - v. Maintain and ensure potable water stations are provided, as required.
 - vi. Maintain and ensure water connections at sites have anti-backflow preventers.

- vii. Maintain primary meters for electric and water services.
- viii. WIFI capability

f. ADA Requirements:

- i. A percentage of the total camp sites and associated facilities shall be ADA compliant; exact quantity to be confirmed per code requirements.
- ii. Assurance that the campground facility is ADA-compliant shall be the Offeror's sole responsibility and any improvements to the facility required to make the camp ground ADA-compliant shall be at the Offeror's sole expense.

3. Level of Quality for Facilities and Service:

- a. Improvements/Furnishings: The campground's improvements/furnishings and service levels are to be at a minimum consistent with and equal to the KOA guidelines/specification, within three (3) years of operation of the campground facility.
- b. Campground Customers/Guest Standards: The Successful Offeror shall adhere, and ensure the adherence of campers, to certain standards for the campgrounds at OCORA. These standards should include at least the following:
 - i. The campground schedule shall be posted and observed.
 - ii. A tent, a camping vehicle, a recreational vehicle, camping equipment, or other personal property shall not be left unattended longer than twenty-four (24) consecutive hours without written permission from the area manager.
 - iii. Campers shall clean up after their pets. Campers unable to control their pets may be asked to leave the campground.
 - iv. Sewage or gray water from tents or recreational vehicles shall not be disposed of on the premises of the campground except at a sewage disposal site.
 - v. Dishes, pots, pans, and silverware shall not be washed at spigots or in bathhouses.
 - vi. Vehicles or equipment shall not be washed within the campground.
 - vii. Quiet times should be posted and enforced.
 - viii. Campers shall not: (a) Hang lanterns on trees or shrubs; (b) Drive an object into a tree, shrub, sign, building, or other object or structure in the campground; or (c) Trench or dig in the campground.
 - ix. Vehicles shall be properly muffled and shall stay on paved roads. An exception shall be made for the use of a motorized vehicle, such as golf carts, by a person with a disability who is using a motorized vehicle for travel to or from campground facilities; and has proof of disability such as an appropriate identification card or vehicle license plate. Such exceptions must also be in accordance with current department regulation 301 KAR 3:012. No ATVs or go-carts permitted.
 - x. Campsites shall be capable of being reserved by telephone and via the Internet. Any campsites not reserved shall be available on a first-come, first-served basis.
 - xi. Check-in and check-out times shall be posted and enforced.

- xii. There shall be a fourteen (14) day maximum stay unless granted a waiver by the area manager for good cause due to an emergency or business necessity.
- xiii. A camper may be asked to move to facilitate maintenance on the site.
- xiv. Campers shall not homestead.
- xv. A camper shall register at the entrance gate or designated area and shall receive a campsite assignment from the gate attendant, which shall be noted a camping permit.
- xvi. A camper shall not change a campsite assignment, unless permission to move is granted by the campground operator or his/her designee.
- xvii. If campers are permitted to select a site of their choice, they shall return immediately to the gate attendant and identify the chosen site.
- xviii. Central service buildings and other facilities in the camping area shall be for campers and their guests only, unless determined otherwise by the campground operator as provided in this RFP. Anyone other than registered campers or guests of registered campers shall not picnic, sightsee, or have reunions in the campground.
- xix. Fires shall be restricted to fire rings.
- xx. Vehicles shall be parked in campsite spaces and parking lots and shall display a "car pass" or "visitor pass".
- xxi. Benches or Picnic Tables shall not be moved from site to site.
- xxii. Two (2) groups or parties may share one (1) campsite. If two (2) groups or parties agree to share one (1) campsite, each shall be issued a camping permit, if two (2) tents, campers, or recreational vehicles are used. Campers shall be limited to two tent units OR one camper and one tent unit per site.
- xxiii. Campers shall keep their sites clean and dispense of refuse in the receptacles provided. Campers may camp on grass only with prior permission of the gate attendant or area manager.
- xxiv. Alcoholic beverages shall not be publicly displayed.
- xxv. All visitors shall sign in and out, display a visitor pass, and obey all campground rules.
- xxvi. More than two (2) visitor passes shall **not** be issued per site.
- xxvii. Campground shall observe other provisions in department regulation 301 KAR 3:102, unless exemption is provided.

c. Security

- i. The Commonwealth requires 24-hour security to be provided to the campground by, and at the sole expense, of the Successful Offeror. The Successful Offeror shall be solely responsible for providing adequate fire and safety equipment as specified by all regulatory agencies, i.e. federal, state and local, except that the KDFWR shall provide fire response/protection for the entire OCORA area. Successful Offeror shall prepare and provide to KDFWR emergency procedures in the event of sickness, accidents, death, severe weather, etc.

- d. Infrastructure Items: Infrastructure items are defined as parking, roads, electric service, wastewater, potable water, and fire protection water supply, and WIFI and telephone availability. The Successful Offeror's proposal shall address telephone services. Telephone availability must be provide for by the Successful Offeror, in cases of emergency. The Successful Offeror shall, upon award of the project, be solely responsible for all costs associated with operation and maintenance of all infrastructure improvements, located within the campground (see **Exhibit B**). The Successful Offeror shall, upon award of the project, be solely responsible for all costs associated with operation and maintenance of all infrastructure improvements including but not limited to the following:
- i. Entrance Road: Road to campground area is already paved. Successful Offeror, at its sole expense, would be required to repair and maintain, as needed, and as part of general maintenance and operation of the Otter Creek Outdoor Recreation Area campground. There is a second entrance to the campground that is currently not maintained or used; however, use of this entrance would be available at the sole expense of the successful offeror and with permission of KDFWR.
 - ii. Utilities: Payment of all utilities for operation of the Project will be the responsibility of the Successful Offeror, and service for such utility services will be placed in the name of the Successful Offeror, by and at the Successful Offeror's sole expense.
 - iii. Electric Power: Louisville Gas & Electric owns and services all primary transmission lines, poles, transformers and secondary drops to existing weather heads on Otter Creek Outdoor Recreation Area. The campground has separate meters from the remainder of the Otter Creek Outdoor Recreation Area.
 - iv. Waste Water Treatment: The Successful Offeror shall be responsible for the treatment and discharge of all wastewater generated at the campground area. This shall include the pumping of at least four septic tanks in accordance with all required regulatory agency approvals (federal, state and local).
 - v. Domestic Water Service: It shall be the responsibility of the Successful Offeror to insure adequate water service for the entire campground for the Project, domestic use, and necessary fire and safety usage. KDFWR is capable of providing a separate water meter reading for the campground and related facilities for reimbursement to the KDFWR, in addition to the percentage of gross receipts.
 - vi. WIFI: The successful Offeror shall be responsible for providing a high speed WIFI hotspot connection that will encompass the modern campground area of the Otter Creek Outdoor Recreation Area. This will need to be accomplished using a T1 data line, Satellite Internet service or wireless connectivity, as the facility currently does not have DSL or Cable modem service available. The successful Offeror, at its sole expense, shall be responsible for contracting this service and ensuring service availability. The current modern campground facility has an approximate 500 foot radius from the center of the modern campground area.

- vii. Waste Handling and Disposal: The Successful Offeror, at its own expense, shall be responsible for providing for all trash and garbage disposal and removal from the entire area. All waste handling, storage, and removal shall comply with local, state and national health and environmental requirements.

4. Advertising

In order to promote both the Kentucky Department of Fish and Wildlife Resource's and the Successful Offeror's operations in a more efficient manner, the parties hereto agree that any advertisement or promotional material, whether in print form or through any other media, shall be coordinated with the Department of Fish and Wildlife Resources, and the Department of Fish and Wildlife Resources shall have final approval on any such advertisement. Further, the Offeror agrees to allow for certain promotions which may be run in conjunction with other Department of Fish and Wildlife areas or assets, and to allow the department logo or brand to be included in any such advertisements.

5. Maintenance and Escrow Account Requirements

The selected Offeror is fully responsible, at its sole expense, for all maintenance of its leased premises.

In order to insure that the successful Offeror shall be sufficiently liquid to indemnify the Commonwealth against all those costs and expenses that may incur to maintain and repair the property, the successful Offeror agrees that, throughout the term of the Agreement, the successful Offeror shall deposit monthly in a demand deposit account in a Kentucky bank on the 15th business day of each month, \$250.00, for the purpose of providing to the successful Offeror a working maintenance escrow account (hereinafter "account"). The parties agree with respect to such account that:

The successful Offeror may withdraw from the account at any time that funds are available on the condition that the Commissioner of the KDFWR, or his/her designee, countersigns the check or other instrument to withdraw proceeds from the account. The successful Offeror shall be deemed by the resulting agreement to be authorized to draw from the account as needed for the reimbursement of maintenance expenses throughout the year, with the prior written approval of the Commissioner of the KDFWR, or his/her designee. Accompanying each request for reimbursement, the successful Offeror must provide legitimate estimates for repairs and/or maintenance to the facilities with proof of payment to each of the successful Offeror's contractors.

As to the operation of the account, the parties hereto agree:

- (a) That the account shall be an interest bearing account and that the amounts either deposited in or accruing upon said account shall be considered a cost or an expense of maintaining the leasehold;

- (b) That the account shall be maintained jointly in the names of the Commonwealth of Kentucky, KDFWR Commissioner or his/her designate, and successful Offeror with copies of bank statements sent to the Finance Cabinet's Division of Real Properties;
- (c) Withdrawals from the account shall be made only upon the signatures of the representatives of parties, only to reimburse the successful Offeror during each calendar year for those maintenance costs accompanied by verifiable receipts for those maintenance costs, incurred during that year as agreed to by the Commonwealth, which agreement shall not be unreasonably withheld; or to reimburse Commonwealth for maintenance costs incurred as a result of the successful Offeror's failure to perform such maintenance. Refusal by the successful Offeror to authorize a withdrawal from the account to reimburse the Commonwealth for maintenance costs incurred under this section shall constitute a material breach of this Agreement;
- (d) Account money shall not be utilized to pay salaries, overhead, or operating expenses;
- (e) The account, and the requirement for same, shall exist during the entirety of the term of the agreement and any extensions thereof;
- (f) That it is the intention of the parties that distributions shall be made from the account for reimbursement to the Commonwealth for all costs and expenses it shall have incurred to maintain or repair the components of the facility at the failure of the successful Offeror to perform such necessary maintenance or repair;
- (g) The successful Offeror is fully responsible for all maintenance regardless of the balance of the escrow account;
- (h) One hundred and eighty (180) days prior to the expiration of the term of the lease and any extensions thereto, and after the fulfillment of the requirements of this section, the Lessee must provide a site study with appropriate testing to be conducted by an independent third party with the Commonwealth of Kentucky listed as a beneficiary to the report to show there are no environmental hazards found on the site. If results indicate there are no environmental hazards or unfavorable structural issues with any improvement, at the time of expiration of the term of the lease and any extensions thereto, the entirety of the contents of the account shall be returned to the successful Offeror.

6. Signage

No sign may be erected nor shall any existing signs be renovated/remodeled by the successful Offeror on the leased premises or on any property of the Commonwealth, without the prior written consent of the Commonwealth/KYTC approving the size, design, construction specifications, location, color and message. All such signs shall be constructed at the sole cost of the successful Offeror and shall be maintained in good order and repair and insured by the successful Offeror. Offeror shall not use any advertising within the leased premises that, in the Commonwealth's sole discretion, is objectionable.

Offeror, at its expense, shall be required to install and pay for any and all necessary promotion/advertisement sign(s). Any signage or proposed highway signage and locations must be approved by the Kentucky Transportation Cabinet prior to installation. Maintenance of all signs will be the sole responsibility of the Offeror.

7. Offeror's Compliance

The Offeror, at its sole expense, shall comply with all local, state, and federal health department and environmental regulations.

8. Offeror's Employees

The selected Offeror shall, at its own expense, provide adequate personnel so as to provide quality services to the patrons at the campground without unreasonable delay. All employees including management must maintain a neat and orderly appearance. Personal appearance and courteous service to the patrons of the Site is deemed to be of the utmost importance to the Commonwealth.

The Offeror shall recruit, hire, train, supervise, direct, discipline and, if necessary, discharge any and all personnel working on site. All employees shall be the sole responsibility of the Offeror and not the Commonwealth of Kentucky. The Offeror will properly screen all applicants prior to employment. The Offeror is an independent contractor and will not, under any circumstances, be considered an employee, servant or agent of the Commonwealth, nor will the employees, servants or agents of the Offeror be considered employees, servants or agents of Commonwealth and neither the Offeror nor its employees, servants or agents will have any authority to bind the Commonwealth in any respect whatsoever.

The Offeror agrees to comply with all federal, state, and local laws and regulations, including but not limited to those pertaining to nondiscrimination in hiring and employment practices, and federal immigration laws pertaining to employment. Rules, regulations and laws will be displayed in a prominent place where these licenses, permits and/or regulations as required by law are to be so posted. The Offeror shall require all its employees to meet the appropriate health standards prescribed by municipal, state, and federal laws and regulations.

9. Warranty of Suitability: The Commonwealth makes no guaranty or warranty, either expressed or implied, with respect to the property upon which the campground area is situated.

10. Campground Operation: It is envisioned this facility will be open to the general public twenty-four (24) hours daily, year round, with appropriate hours of operation in other facilities (e.g. Ticket area) as dictated by generally accepted business practice in similar establishments. Camp ground operations shall also be able to accommodate off-season rentals to accommodate quota hunt opportunities in November and December of each year. The Department of Fish and Wildlife Resources will monitor and inspect on a periodic basis the quality of all services and products offered, to insure that the image and public perception of this operation is equal to or exceeds that of the Kentucky Department Fish and Wildlife Resources recreational system. The Successful Offeror shall be responsible for

assuring that the campground provides services to the best standards prevailing for similar businesses.

11. Rates and Prices: All rates and prices charged by the Offeror for goods and services shall be reasonable and subject to prior written approval by the Department of Fish and Wildlife Resources throughout the entire term of the lease and any extension thereof.

IV. LEASE TERMS AND CONDITIONS, including, but not limited to, the following:

- A. The Commonwealth will enter into a lease (see **Exhibit D** for sample lease) of the Property, improvements and facilities on such terms and conditions that are consistent with this RFP and the successful Offeror's proposal and as may be negotiated by the Commonwealth and the successful Offeror.
- B. The successful Offeror will be required to keep complete and accurate financial records, pursuant to 304 KAR 1:010, and any and all other applicable laws or regulations, of all transactions, as the Commonwealth deems necessary, to adequately reflect operations relating to the Property and to maintain such additional records on any leases, if applicable. The financial records will be subject to inspection or audit by designated representatives of the Commonwealth at all times during regular business hours and shall be made available at a convenient location for that purpose.
- C. The successful Offeror will also be responsible to provide, promptly after the close of each fiscal year, at its own expense, an audit of its books and accounts relating to the operation of the facilities for the preceding fiscal year by an independent firm of certified public accountants of recognized ability and approved by the Finance and Administration Cabinet, and a copy of the audit shall be submitted to the KDFWR no later than three (3) months after year's end.
- D. The Successful Offeror shall be responsible for paying all state, federal and local, including but not limited to, ad valorem, taxes assessed against the operations of the campground at Otter Creek Outdoor Recreation Area.
- E. No facility constructed shall be deemed a public improvement within the meaning of KRS 376.210 et. seq. Nothing in this RFP shall in any way be deemed or construed as constituting an order or request by the Commonwealth, expressed or implied, to any contractor, subcontractor, supplier, materialman or laborer, for the performance of any labor or the furnishing of any materials for the construction or maintenance of any improvements on, alterations to, or other improvements of the leased premises; nor as giving the Offeror any right, power or authority to grant for 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 Commonwealth's property or the Offeror's leasehold interest therein.

Furthermore, the Offeror shall not suffer or permit any mechanic's or materialman's lien to be filed against the Commonwealth's property or the Offeror's leasehold interest in the leased premises by reason of work, labor, services or materials supplied or claimed to be supplied to the Offeror. If a mechanic's or materialman's

lien shall be filed against the leased premises or the Offeror's leasehold interest at any time, the Offeror shall cause the same to be discharged and released of record within thirty (30) days after the notice of filing competent jurisdiction or otherwise. If the Offeror, in good faith, disputes the validity or correctness of any such lien, then it may refrain from paying or causing the same to be discharged of record, but it shall diligently proceed to initiate and conduct appropriate proceedings to determine the correctness or validity of such lien. The Offeror shall not be deemed to be in default under this RFP while such proceedings of litigation are being conducted in good faith by it. However, if the Offeror fails to cause any such lien to be discharged within the period aforesaid, or fails to contest the same as provided above, then the Offeror shall be deemed to be in default of the lease which shall be a basis for termination of said lease.

- F. During the course of the lease agreement or any renewal made in accordance with this RFP, the Offeror shall not voluntarily, involuntarily, or by operation of law assign, sublet, mortgage or transfer the lease agreement or any interest created therein to any other person, partnership, corporation or other entity without first notifying and obtaining the prior written consent of the Department of Fish and Wildlife Resources and the Finance and Administration Cabinet. Any attempt to assign, sublet, mortgage or transfer, the lease agreement or any interest created therein without such consent shall be void. If an assignment, sublet, mortgage or transfer of this the lease is made with the consent of the Commonwealth, the Offeror shall not be relieved from the payment of all rent (revenues) according to the terms of the lease or from the performance of all other terms, covenants and conditions of the lease. If the Offeror is a corporation, then any transfer of the agreement by merger, consolidation or liquidation, or any change in ownership of, or power to vote the majority of its' outstanding voting stock shall constitute an assignment for the purposes of this section. If consent is once given by the Commonwealth to any such assignment, mortgage or subletting, such consent shall not operate as a waiver of the necessity for obtaining the Commonwealth's consent to any subsequent assignment, mortgage or subletting.

Furthermore, any change in the Offeror's business status, i.e., partnership, corporation, should be reported to the Commonwealth immediately. No assignment, subletting, transfer or mortgage of Offeror's interest in the property shall be effective or binding against the Commonwealth until such time as the assignee and the Commonwealth execute an amendment to this agreement reflecting such transfer.

- G. The Successful Offeror shall indemnify and hold harmless the Commonwealth from any and all claims, demands, damages, actions, costs, including attorney fees, and charges which the Commonwealth or the Offeror 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 subleased premises or any means of ingress thereto, or egress therefrom, or resulting from the Offeror's operations on the subleased 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 Offeror 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

judgements that may be rendered in such actions, unless such claims or actions for damages and/or judgements 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.

H. Insurance

a. Liability Insurance

The Successful Offeror will be required to obtain, from a reputable insurance company authorized to do business in the Commonwealth, and carry liability of indemnity insurance providing as a minimum, a combined single limit of \$1,000,000 for any number of persons and/or claims. Said insurance 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 Offeror must furnish a copy of its insurance policy to the Department of Fish and Wildlife Resources prior to commencement of operations, and on an annual basis thereafter for the full term of the sublease and any renewals thereof.

After award of the sublease, the minimum liability amounts of required coverage established under this Section T. 1 shall be subject to modification by the Commonwealth upon sixty (60) days written notice to the Offeror.

b. Casualty Insurance

During the term of the sublease agreement, and any extension thereof, the Successful Offeror shall maintain, at the Successful Offeror's sole expense, fire and extended coverage insurance, including theft and vandalism, covering the proposed development in an amount equal to its full replacement cost value. Successful Offeror shall also carry and maintain during the term of the sublease, at Successful Offeror's sole cost and expense, fire and extended coverage insuring all contents and inventories in the premises to the extent of their full insurable value. Certificates of such policies shall be delivered to the Commonwealth within ten (10) days of the beginning of operations at the facilities, and thereafter within thirty (30) days prior to the expiration of the term of each policy, together with evidence of payment thereof by the Offeror. Renewal or additional policies shall be obtained and maintained by the Offeror in like manner and to like extent. All policies of insurance must contain a provision that the company writing the policy will give the Commonwealth thirty (30) days advance written notice of any cancellation or lapse of the effective date or any reduction in the amounts of insurance.

- I. During the initial term of the agreement or any renewal thereof, title to all buildings, structures, additions, changes, and other improvements, including fixtures, shall remain with the Offeror. All buildings, structures, additions, changes and other improvements, including fixtures erected or placed on the subleased premises, shall remain thereon. At the expiration or termination of the agreement, any and all such buildings, structures, additions, changes and other improvements shall remain the property of the Commonwealth.

- J. All of the Successful Offeror's equipment (excluding fixtures), supplies, and materials shall be removed from the premises, at its expense, sixty (60) days prior to the expiration or termination of the agreement. Failure to comply indicates lack of interest; and consequently, the aforementioned articles shall be deemed abandoned by the Offeror and shall automatically become the property of the Commonwealth and the Department of Fish and Wildlife Resources to dispose of as they determine to be in the best interest of the Commonwealth.

For an example of a typical lease agreement entered into by the Commonwealth, see sample lease agreement, attached hereto and made a part hereof.

V. GENERAL PROPOSAL INFORMATION

A. Approach

The procurement process shall provide for the evaluation of Proposals and selection of the Proposal which ranks the highest in the evaluation process in accordance with state statutes and administrative regulations.

B. Offeror Response and Proprietary Information

The RFP specifies the format, required information, and general content for each Proposal submitted in response to this RFP. The FAC will not disclose any portions of any Proposal prior to Lease award to anyone outside the FAC except for representatives of the FAC, representatives of the Federal Government, if required, and the members of the selection committee. After a Lease is awarded in whole or in part, the Commonwealth of Kentucky shall have the right to duplicate, use, or disclose all Proposal data submitted by Offerors in response to the RFP as a matter of public record. Although the Commonwealth of Kentucky recognizes the Offeror's possible interest in preserving selected data which may be part of a Proposal, the Commonwealth of Kentucky shall treat such information as provided by the Offeror pursuant to the Kentucky Open Records Act, KRS 61.870 et seq.

Provided the Offeror complies with the requirements of 200 KAR 5:315, informational areas which may be considered proprietary shall be limited to: individual personnel data, customer references, selected financial data, formulae, and financial audits which, if disclosed, would permit an unfair advantage to competitors. If a Proposal contains information in these areas that Offeror declares proprietary in nature and not available for public disclosure, each sheet containing such information shall be clearly designated as proprietary at the top and bottom of the page, and shall be submitted under separate cover marked "PROPRIETARY DATA". Proposals containing information declared by an Offeror to be proprietary, either in whole or in part, outside the areas listed above, shall be deemed non-responsive to the RFP and shall be rejected.

The Commonwealth of Kentucky shall have the right to use all ideas, or adaptations of those ideas, contained in any Proposal received in response to this RFP. Selection or rejection of the Proposal shall not affect this right.

C. Proposal Addenda and Rules for Withdrawal

1. Prior to Proposal due date, an Offeror may withdraw its submitted Proposal by submitting a written request for its withdrawal to the attention of the buyer listed at the beginning of this RFP.
2. The Commonwealth of Kentucky reserves the right to request clarification or additional information. Unless requested by the Commonwealth, addenda, revisions, or alterations to the Proposal after the receipt date will not be accepted.

D. Proposal Submission Requirements

1. A qualified Offeror may submit one Proposal. The format and contents are specified in this RFP. Alternate Proposals shall not be allowed.
2. Three (3) copies of the Proposal under sealed cover shall be received no later than the date specified herein. The Commonwealth of Kentucky may reject any Proposal received after this date and time and shall return it unopened to the Offeror.
3. The Proposal shall be clear and concise and provide the Commonwealth with an understanding of the Offeror's ability to undertake and complete the proposed work in a thorough manner.
4. The Proposals shall be either mailed or hand delivered to:

Natalie W. Brawner
Division of Real Properties
3rd Floor – Bush Bldg.
403 Wapping Street
Frankfort, KY 40601

Do not mail or hand deliver any Proposals to the Leased Site or to any other location than indicated above.

Any Offeror's addenda to its Proposal may be submitted in a manner consistent with the requirements of this RFP (see Section C above).

E. Acceptance of Proposals

All Proposals properly submitted shall be accepted by the Commonwealth of Kentucky. However, the Commonwealth of Kentucky reserves the right to request from an Offeror necessary information which may become a part of the Offeror's Proposal; reject all Proposals; reject any Proposal that does not meet mandatory requirements; or cancel this RFP, according to the best interests of the Commonwealth of Kentucky. The Commonwealth of Kentucky also reserves the right to waive minor irregularities in a Proposal, pursuant to applicable regulations, providing such action is in the best interest of the Commonwealth of Kentucky.

Where the Commonwealth of Kentucky may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other Lease requirements if the Offeror is awarded the Lease.

F. Protest

The Secretary of the Finance and Administration Cabinet, or their designee, shall have authority to determine protests and other controversies of actual or prospective offers in connection with the solicitation or selections for award of a Lease.

Any actual or prospective Offeror, who is aggrieved in connection with solicitation or selection for award of a Lease, may file a protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly, and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices or otherwise controversies must be in writing.

The Secretary of the Finance and Administration Cabinet shall issue a decision in writing. A copy of the decision shall be mailed or otherwise furnished the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

G. Contractual Requirements

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements, terms and conditions, and further agrees that the Lease, as defined herein, is the complete and exclusive statement of the Lease between the parties and supersedes all Proposals, oral or written and all other communications between the parties relating to the subject matter of the Lease. The Lease, unless otherwise provided herein, can only be modified in writing, signed by the Offeror and the Commonwealth. The Commonwealth reserves the right to disqualify any Proposals which take exception to or limit the rights of the Commonwealth under the RFP and the resulting agreement.

H. Limitation, Liability, and Remedies

The entire liability and the sole and exclusive remedies for claims related to or arising out of the Lease for any cause and regardless of the form of action whether in contract or in tort, shall be as set forth in the Lease, including all legal and equitable remedies.

IN NO EVENT SHALL THE COMMONWEALTH BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE COMMONWEALTH HAS BEEN ADVISED KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

No remedy herein conferred upon or reserved by the Commonwealth is intended to be exclusive of any other available remedy or right, but each and every such remedy or right shall be in addition to every other remedy or right given under the Lease or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or option accruing to the Commonwealth upon any default by the Offeror shall impair any such right or option or shall be construed to be

a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by the Commonwealth.

I. Publicity

Any use or reference to this RFP by the Offeror to promote, solicit or disseminate information regarding the scope of the Lease is prohibited, unless otherwise agreed to in writing by the Commonwealth. The Commonwealth agrees to be used as a reference by the Contractor in other Commonwealth of Kentucky competitive situations.

J. Checklist for Proposal

The Commonwealth will conduct a comprehensive evaluation of Proposals received in response to this Request for Proposals. This evaluation will be conducted, as determined by the Division of Real Properties. Items to be given specific attention during the evaluation process are as follows:

- Narrative of design intent and approach to the Project.
- Financial – including, but not limited to, the Offeror’s ability to provide financial backing for the Project
- Background and relevant experience, including references
- Revenue payable by the Commonwealth

The above criteria are explained in more detail in the following segments of this Proposal section of the RFP.

THE SUCCESSFUL OFFEROR’S PROPOSAL DOCUMENTS WILL BECOME PART OF ANY FINAL LEASE AGREEMENT. ALL ITEMS LISTED MUST BE THOROUGHLY ADDRESSED IN YOUR WRITTEN PROPOSAL.

Please include **three (3)** complete copies of Proposal document and all attachments, and one electronic version of the entire Proposal.

The following is a checklist of documentation/items that MUST be included in Offeror’s response; otherwise, your Proposal will be deemed non-responsive to this solicitation:

- ‘Commonwealth of Kentucky Solicitation’, completed and signed
- Deposit check—see Proposal Guaranty Section II, H
- Transmittal Letter
- Narrative of Design Intent & Required Documents, including but not limited to:
 - Written and Graphic Description of Project**
 - Operation Schedule**
 - Pricing**

- ☐ Corporate Background and Experience
- ☐ Sworn Statement regarding Campaign Finances, Exhibit E
- ☐ DBE Participation Form, Exhibit F
- ☐ Financial Viability (see VI. Proposal Content and Form, Section D) along with Exhibit G (Revenue Payable to the Commonwealth)
- ☐ Affidavit, Exhibit H
- ☐ Vendor Report – Prior Violations pursuant to KRS 45A.485 verified by Real Properties through the Department of Labor, Exhibit I
- ☐ Proof of Bonding

VI. PROPOSAL CONTENT AND FORM

(This information shall be submitted in initial response by November 1, 2018 at 11:00 a.m. EDST A.M.)

As listed above, the Offeror's response shall contain the following:

A. Transmittal Letter

The transmittal letter shall be in the form of a standard business letter, on the Offeror's official business letterhead, and shall be signed by an individual authorized to legally bind the Offeror. This signed letter will legally bind the Offeror. It shall include:

1. A statement indicating the type of entity of the Offeror, and the ownership of such entity.
2. A statement that the Offeror is registered to do business in Kentucky or will obtain a Kentucky business license, as well as any other documents required by law and the regulations of the Commonwealth of Kentucky, prior to commencement of work.
3. A statement identifying all addenda to the RFP issued by the Commonwealth and received by the Offeror. If no addenda have been received by the Offeror, a statement to that effect should be included.
4. A statement that the Offeror's Proposal meets all requirements, provisions, specifications, terms and conditions set forth in the RFP, or in the alternative, an explanation of any deviations from such terms and conditions, specifications, requirements or provisions.
5. A statement that the Offeror's Proposal shall remain valid for ninety (90) days after the closing date for the receipt of Proposals.
6. A signed statement certifying that no personnel currently employed by, under contract with, or in any way associated with the Commonwealth have participated in any activities relating to the preparation of the Respondent's Proposal.
7. An itemization of all materials and enclosures being forwarded collectively in response to this RFP.

8. A statement that acknowledges and agrees to all of the rights of the Finance and Administration Cabinet including terms and conditions, and all other rights and terms specified in this RFP.
9. The letter shall be signed by the person with the authority to bind the Offeror, answer questions, and provide clarification concerning the Proposal.

B. Narrative of Design Intent/Project Approach & Required Drawings/Documents

The Offeror shall provide a written and graphic description with a detailed schedule of the Offeror's approach to this project. If applicable, the schedule shall include design, construction, and any/all plans for closure of the facility from the time of award to full operation of the facility as planned in the proposal. This section shall clearly and succinctly describe the Offeror's approach to this Project. Issues such as design intent, and coordination with and benefits to the COK, should, at a minimum, be addressed. This section should also specifically identify the composition of Offeror's proposed use of the building, the design/build team, including names of individuals working on the project. Statutes dictate these individuals must be licensed/certified in the Commonwealth of Kentucky. This section shall also identify the 'downstream' team members—the composition of the design/build team shall include, as a minimum, the architectural firm.

Within fifteen (15) days of the award of the contract, the successful Offeror shall submit for acceptance the following members of the design/build team: engineering firm, all other contractors and subcontractors to be utilized in completing the project as well as the local management personnel to oversee all aspects of the fit-up/construction/renovation of the building on a day-to-day basis.

After the award of the contract but seven (7) days prior to submitting required documents to the Commonwealth of Kentucky's Department for Housing, Buildings, and Construction, the successful Offeror shall submit all the same required drawings to the Division of Real Properties for review and approval by the Kentucky Transportation Cabinet and the Finance Administration Cabinet's Division of Engineering and Contract Administration. Said documents shall be submitted in both hard copy (3 originals) and electronic format (CD).

Ownership: The Division of Real Properties, for itself and such others as it deems appropriate, will have unlimited rights to all information and material developed and furnished to the Division of Real Properties. Unlimited rights are rights to use, duplicate, or, disclose, test data, drawings, and information, in whole or in part in any manner and for any purpose whatsoever without compensation to or approval from the Respondent. All text, electronic digital files, data and other products generated shall become the property of the Division of Real Properties.

C. Corporate Background and Experience

The corporate background and experience section shall include from the Offeror: details of the background of the Offeror, date established, ownership (public company, partnership, subsidiary, etc.), company resources, and details of company experience with ownership, management, construction/renovation or operation of operations relevant to the proposed project. List current or past similar construction/renovation of building

projects, developed/constructed/managed by the company, if any. (Note: if the Proposal is submitted by an individual, the same type of information will be required.)

Should the Proposal be submitted by a non-builder, a corporation or business venture formed solely for the purpose of responding to this RFP, the above information shall be submitted for each individual within the said corporation, business venture or partnership.

D. Financial*

Offerors must provide evidence that the completion of its proposed project (including design and construction) will be financially viable to its organization or team. See **Exhibit C** for Historic Financial Information. The Offeror shall provide:

1. Corporations – Audited Balance Sheet and Income Statement, Cash Flows (prior 5 years), Off-Balance Sheet Liabilities
Individuals – Tax returns for prior 5 years, FICO credit score from 3 credit bureaus and details (terms of loan) on all outstanding debt.
2. List of Representative Material Changes
 - A. An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
 - B. A change in tangible net worth of 10% of shareholder equity;
 - C. A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
 - D. A change in credit rating for the affected entity or parent corporation of the affected entity.
 - E. Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
 - F. In the current and five (5) most recent completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting policies directed charges to equity, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity;
 - G. Contingent liabilities disclosed in the notes to the financial statements;
 - H. Other events known to the affected entity which represents a material change in financial condition over the past five (5) years, or may be pending for the next reporting period.
3. Bank references for the Offeror shall be provided, including name, address, and current telephone number of the given financial institution. This should include a signed authorization for release of financial information from each bank listed.

4. Except for governmental agencies, provide the names, addresses, and telephone numbers of at least two commercial or institutional credit references from which the Offeror has previously obtained financing. Attach a letter authorizing each credit reference to respond to inquiries from the government.
5. A description of the proposed financing plan for the first three years, including, but not limited to, source of credit, terms of credit, and repayment schedule. Source of credit will identify credit for construction, as well as long-term financing of the structures.
6. Provide a preliminary budget, projected cash flow, estimated operating costs, and detailed plans of financing including identity of proposed lenders. Identify all interim and permanent sources of funds and include copies of loan documents used to implement the assignment.
7. Provide an annual estimated gross income from operations.

*The outside cover of the package containing the above "Financial" data submittal shall be marked as **CONFIDENTIAL**.

**PROPOSALS SHALL BE EITHER MAILED OR DELIVERED BY November 1, 2018
at 11:00 A.M. EDST TO:**

Natalie W. Brawner, Division of Real Properties
Finance and Administration Cabinet
3rd Floor – Bush Building
403 Wapping Street
Frankfort, Kentucky 40601

The outside cover of the package containing **Three (3)** copies of the Offeror's Proposal shall be marked:

**Commonwealth of Kentucky
OCORA Campground
Brandenburg, Meade County, Kentucky**

RFP#110118

[Name of Offeror]

VII. SCORING AND PROJECT AWARD

The Commonwealth reserves the right to ask any Offeror for clarification, and/or additional information, as may be required to carry out the evaluation process. The evaluation criteria is as follows:

Offeror must Pass all Mandatory Requirements which will be scored on a Pass/Fail basis. If a Offeror does not meet all Mandatory Requirements, said Offeror will receive a Fail and shall not be evaluated further.

Mandatory Requirements:

1. The Office of Financial Management within the Finance and Administration Cabinet reviews and concludes a "Pass" score concerning the financial viability of Offeror pursuant to the PROPOSAL CONTENT AND FORM, Financial Section of this RFP.
2. The Division of Engineering and Contract Administration within the Finance and Administration Cabinet reviews and concludes a "Pass" score pursuant to the PROPOSAL CONTENT AND FORM, Narrative of Design Intent/Project Approach Section of this RFP.

If the Offeror Passes the Mandatory Requirements, said Offeror shall be evaluated as follows:

The resulting Lease Agreement shall be awarded for the fit-up/renovation or construction and lease/occupancy of the Site based on the highest score of the responsible, responsive Offeror, whose offer conforming to this RFP is most advantageous to the Commonwealth, based on the criteria below. The Division of Real Properties reserves the right to reject any and all Proposals and to waive technicalities.

The Offeror, whose Proposal has the highest percent of gross receipts for the campground operation (not including the monthly maintenance fee of \$250.00), payable to the Commonwealth, will be awarded 50 points. This score will be calculated by the Commonwealth Buyer. The Offeror with the next highest rentals will be awarded points as in the example below.

(Example only):

Highest %: *10% of gross receipts per month = 50 points*
Next Highest: *8% of gross receipts per month = .08/.10 X 50 points = 40 points*
Next Highest: *5% of gross receipts per month = 5/10 X 50 = 25 points*

The successful Offeror will be subject to one-half (1/2%) percent increase in gross receipts in the following years:

Years 1-5 = no increase
Years 6-10 = Bid amount (% of gross receipts) + a half percent (½ %)
Years 11-15 (if extended) = Bid amount (% of gross receipts) + one percent (1%)
Years 16-20 (if extended) = Bid amount (% of gross receipts) + one and a half percent (1 ½ %)

Additional Points:

1. Overall Development Plan – a maximum of 25 points
2. Campground Schedule – a maximum of 25 points
3. Corporate Background and Experience – a maximum of 25 points

Maximum Total Points: 125

VIII: EXHIBITS

EXHIBIT A	OCORA Map and Recreational Opportunities with fee schedule
EXHIBIT B	Campground/Leased Premises
EXHIBIT C	Historic Financial Information, Deeds, Camp Piomingo Lease
EXHIBIT D	Sample Lease
EXHIBIT E	Sworn Statement Regarding Campaign Finance Laws
EXHIBIT F	Disadvantaged Business Enterprise Participation Form
EXHIBIT G	Revenue Payable to Commonwealth—to be submitted with Financial Information
EXHIBIT H	Affidavit
EXHIBIT I	Vendor Report of Prior Violations

For hard copy of RFP or any of the attachments, please contact:

Natalie W. Brawner
Division of Real Properties
Natalie.brawner@ky.gov
502-564-2111

END OF RFP #110118