

REQUEST FOR PROPOSALS



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

On Behalf of
**TOURISM, ARTS, AND HERITAGE CABINET,
DEPARTMENT OF PARKS**

LAKE BARKLEY STATE RESORT PARK

**CONTRACT TO RENOVATE, OPERATE, AND MAINTAIN A CAMP GROUND AND
ASSOCIATED FACILITIES AT THE LAKE BARKLEY STATE RESORT PARK
Trigg COUNTY, KENTUCKY**

Project Name: LAKE BARKLEY STATE RESORT PARK
Camp Grounds/Facilities
Proposal Number: 083118
Closing Date & Time: August 31, 2018 @ 2:30 p.m.

Submit Proposals To: **IMPORTANT**
Division of Real Properties
Third Floor – Bush Building
403 Wapping Street
Frankfort, Kentucky 40601
Attn.: Nancy Brownlee

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I. Intent

The Commonwealth of Kentucky ("Commonwealth"), Tourism, Arts, and Heritage Cabinet, Department of Parks, desires to provide recreational opportunities and public use of a campground and related facilities at the Lake Barkley State Resort Park, Cadiz, Kentucky ("Lake Barkley State Resort Park"), see attached Exhibit A. To that end, the Commonwealth solicits proposals from private, third-party, entities who wish to accept responsibility for the sublease of land and facilities at Lake Barkley State Resort Park for the renovation, operation, maintenance, and potential expansion of a first class, high quality campground and related facilities (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 finance, renovate, operate, maintain, 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 an environmentally and aesthetically acceptable campground and related facilities as a privately operated, recreational opportunity open to the general public. In consideration of the benefits and revenue derived from this campground, the Commonwealth is willing to sublease to the Successful Offeror the necessary property for an initial sublease period of fifteen (15) years. At the sole discretion of the Commonwealth and when consistent with the best interests of the Commonwealth, the Commonwealth may renew the sublease agreement for up to two (2) additional five (5) year periods, not to exceed a total of 25 years. Please note that the offered sublease term extends approximately 3 years beyond the COE/Commonwealth lease term. The Commonwealth may request an extension of its superior lease with the Corps of Engineers beyond April 30, 2040. If an extension is granted by the COE, the successful Offeror's sublease term will then be extended for the additional 3 years remaining in this offered sublease term. Terms and conditions, including rent payable to the Commonwealth, may be renegotiated to meet requirements for the renewal periods based on prevailing conditions at that time. See Section V of this RFP, Terms and Conditions, Sublease Agreement.

II. Background

Lake Barkley State Resort Park is located near Cadiz in Trigg County. On December 1, 1964, the Kentucky Department of Parks added Lake Barkley to its park system. The Secretary of the Army approved the leasing of 1,800 acres of land along the shores of Lake Barkley for a public park and recreation facility. The Commonwealth purchased an additional 1,400 acres of surrounding land for a total of 3,200 acres.

The most recent lease between the U.S. Army Corps of Engineers and the Department of Parks, DACW62-1-15-0363, began on May 1, 2015 and ends on April 30, 2040 (see attached Exhibit B). In addition to the campground, Lake Barkley State Park amenities include a lodge, restaurant, marina, golf course, beach, swimming pool, and airstrip, as well as numerous opportunities for fishing, boating, hiking, biking, and other activities.

The U.S. Army Corps of Engineers completed the earth and concrete dam in July 1966, creating the 58,000 surface acre lake. The dam and reservoir are part of a comprehensive plan for flood control and the development of water resources along the Cumberland River. The lake is named for former United States Congressman and Vice President Alben Barkley (1877-1956).

Lake Barkley is part of the vast "Land Between the Lakes" area that includes 170,000 acres located on a peninsula between Lake Barkley and Kentucky Lake. The area has more than 1,004

miles of shoreline and numerous recreation amenities. A canal between Lake Barkley and Kentucky Lake allows access to both lakes. The two lakes combined make up the largest man-made body of water in the world.

III. RFP General Procedural Information

A. Pre-Proposal Conference

To assist in proposal process, an on-site meeting may be scheduled for potential Offerors. Representatives from the Department of Parks and the Department for Facilities and Support Services will be in attendance to answer questions from prospective Offerors, should an on-site visit be scheduled.

Although a question and answer session will occur when this meeting is scheduled, participants should understand that the final, official answer or position of the Commonwealth on any material points will be stated in writing and distributed to all Offerors by addendum subsequent to the meeting. Offerors are encouraged to submit written questions prior to the meeting. All inquiries should be directed to the Division of Real Properties, Third Floor Bush Building, Frankfort, Kentucky, 40601 or to Nancy.Brownlee@ky.gov.

B. RFP Addenda

This RFP may be supplemented or amended at any time by appropriate addenda, which will be mailed to all known RFP holders and will be posted to the eProcurement website. Addenda may also be necessary after the receipt date and will be sent to all Offerors who have submitted a proposal. It shall be the Offeror's responsibility to verify all addenda prior to submittal of response by viewing at <https://eProcurement.ky.gov>

C. Offeror Responsibility for Proposal Submittal

All proposals 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 RFP and any addenda and enclosures thereto.

Each Offeror has the responsibility of delivering his/her proposal by the time and at the place prescribed in this RFP. Proposals received prior to the closing for receipt of proposals will remain unopened until the time scheduled for opening proposals. Any proposal received after the date and time specified in this RFP may be rejected and returned unopened to the Offeror. The Commonwealth shall not have any liability to an Offeror due to the failure of such proposal to be properly addressed or marked, or the premature opening of such a proposal due to the improper address. Neither the proposals nor their contents will be made available for public information or inspection until a determination of a Successful Offeror has been made and award is final.

Offerors are cautioned that the Restriction on Communications applies to Committee Members, as well as to any other Commonwealth employee except as listed in "D." below.

D. 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:

Nancy E. Brownlee
502-782-0358
Fax – 502-564-8108
E-mail – Nancy.Brownlee@ky.gov

From the issue date of this RFP until an Offeror is selected and the selection is announced, Offerors are not allowed to communicate with any Commonwealth Staff concerning this RFP except:

- The Commonwealth Buyer (Nancy Brownlee) cited in this RFP
- Commonwealth representatives during a scheduled Offerors' Conference; or
- Via written questions submitted to the Commonwealth Buyer (Nancy Brownlee)

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

All inquiries must be submitted no later than ten (10) days prior to receipt of proposals to allow sufficient time for written responses to be routed.

Offerors are cautioned that the Restriction on Communications applies to Commonwealth employees except as listed in “D.”

E. No Prior Commitment or Obligation of the Commonwealth

The issuance of this RFP in no way constitutes an expressed or implied commitment by the Commonwealth to award a sublease or to pay for the costs incurred in the preparation of a response to this RFP.

The Commonwealth 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 Commonwealth or submission of a proposal to the Commonwealth confers no rights upon the Offeror nor obligates the Commonwealth in any manner.

No sublease resulting from this RFP 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 RFP requirements or provisions if the Offeror is awarded the sublease.

F. Issuing Office

This RFP 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.

G. Proposal Guaranty

1. Offeror's proposal must be accompanied by a certified or cashier's check, made payable to the "Kentucky State Treasurer", in the amount of Two Thousand Five

Hundred Dollars (\$2,500.00). Upon award of a sublease, 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 shall fail to execute the sublease 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 bid security shall be forfeited to the Commonwealth as liquidated damages, and not as a penalty.

IV. Campground and Associated Facilities

A. Campground

It is the desire of the Commonwealth to provide to the general public camping opportunities/accommodations at the Lake Barkley State Resort Park, as referenced in this RFP. The Commonwealth intends to sublease to the Successful Offeror the existing land and facilities for the financing, renovation, operation, and maintenance of campground accommodations and improvements, as is/where is, which currently feature the following:

- 79 campsites
 - 72 sites with water and 20/30 amp electric service
 - Five (5) sites with water but no electric service
 - Two (2) sites with neither water nor electric service
- Two (2) bathhouses
- Campground Office/Grocery/Recreation Pavilion
- Paved entrance and circulation roads
- Dump station
- Playground
- Horseshoe pit
- Amphitheater
- Boat ramp

At a minimum, the Successful Offeror, at its sole expense, must deliver 70 campsites with 20/30/50 amp electric service, water hookup, and access to a Wi-Fi network. The Successful Offeror is encouraged to renovate and modernize additional areas of the campground in order to further enhance the camping experience, including possible amenities at the boat ramp that is adjacent to the campground..

The Successful Offeror may, at its sole expense, expand the existing campground premises to provide additional sites and amenities. Plans for expansion shall be negotiated between the Commonwealth and the Successful Offeror prior to execution of the sublease agreement and documented in said agreement.

B. Level of Quality for Facilities and Service

The Successful Offeror shall ensure that the campground facilities, service levels, image, and public perception are equal to or exceed those of other Department of Parks' campgrounds.

The Successful Offeror shall adhere, and ensure the adherence of campers, to certain regulations and standards that are required at all Department of Parks' campgrounds. These regulations and

standards are defined in Department of Parks regulation 304 KAR 1:040. The regulation is available at <http://www.lrc.ky.gov/kar/304/001/040.pdf>

There is a 2 night minimum stay on peak season weekends.

The importation of firewood from any state outside of Kentucky is prohibited by the Department of Parks. The purpose of this policy is to help deter the introduction of invasive insect species into the state. Firewood is available for sale in the state park campgrounds. For more information, see <https://parks.ky.gov/parks/firewood-policy.aspx>.

The Successful Offeror shall ensure all campground facilities and infrastructure are ADA-compliant. Compliance shall be solely the Offeror's responsibility, and any improvements to the facility required to make the campground ADA-compliant shall be at the Offeror's sole expense.

The Successful Offeror, at its sole expense, is responsible for:

- Renovating existing buildings and constructing new buildings with quality materials and in compliance with all local, state, and federal codes, regulations, etc., including but not limited to, 902 KAR 15:020, with regard to recreational vehicles
- Maintaining a consistent architectural style for all buildings throughout the Project area
- Providing tempered hot water in building lavatories and showers
- Providing an adequate number of vehicle spaces and paved walks for ingress/egress to all buildings throughout the Project area

C. Security

The Commonwealth expects 24-hour security to be provided to the campground proper, 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 federal, state, and local regulatory agencies. Successful Offeror shall prepare and provide to the Department of Parks a list of emergency procedures in the event of sickness, accidents, death, severe weather, or other potential emergencies.

D. Infrastructure Items

The Successful Offeror shall be solely responsible for all costs associated with the construction, operation, and maintenance of existing and proposed infrastructure improvements located within the campground premises, as follows:

- (1) Roads and Parking –Successful Offeror, at its sole expense, is required to repair and maintain, as needed, the campground entrance road, circulation roads, parking areas, and boat ramp, as part of general maintenance and operation of the campground.
- (2) Utilities:
 - a. Electric Service: Pennyrile Rural Electric provides electric service to Lake Barkley State Resort Park, including the campground. Currently, usage is measured by a single meter for the entire park. The Commonwealth owns transmissions lines, poles, transformers, outlets, and other electric infrastructure in the campground. It shall be the responsibility of the Successful Offeror to:
 - Maintain all electric infrastructure within the campground and ensure it complies

- with all applicable laws, regulations, and ordinances.
 - Install and/or maintain 20/30/50 amp electric service to each site. Each site shall have its own individual electric pedestal.
 - Install and maintain a new meter to measure electric service usage in the campground premises.
 - Make timely monthly payments to Lake Barkley State Resort Park for electric usage in the campground premises.
- b. Domestic Water Service: Barkley Lake Water District provides water service to Lake Barkley State Resort Park, including the campground. Currently, usage is measured by a single meter for the entire park. The Commonwealth owns the supply lines, valves, hydrants, and other water infrastructure in the campground. It shall be the responsibility of the Successful Offeror to:
- Maintain all water infrastructure within the campground and ensure it complies with all applicable laws, regulations, and ordinances.
 - Install and/or maintain adequate water service to each site. Each site shall have its own individual water post.
 - Install and maintain a new meter to measure water usage in the campground premises.
 - Make timely monthly payments to Lake Barkley State Resort Park for water usage in the campground premises.
- c. Wastewater: The Commonwealth owns the dump station, gravity sewer lines, manholes, and other wastewater infrastructure in the campground. The Successful Offeror shall maintain all wastewater infrastructure within the campground and ensure it complies with all applicable laws, regulations, and ordinances. The Commonwealth will treat the campground wastewater at its plant located nearby.
- d. Landline: AT&T provides landline phone service to Lake Barkley State Park, including the campground office building. AT&T owns and maintains the telephone infrastructure. The Successful Offeror shall contract its own landline phone service through AT&T.
- e. Wi-Fi: Mediacom provides high-speed internet services to Lake Barkley State Park. However, this service is currently not available in the campground area. The Successful Offeror shall provide a reliable, high-speed Wi-Fi network that encompasses the entire campground area (approximately a 700-foot radius from center). The Successful Offeror, at its sole expense, may negotiate an extension of the Mediacom infrastructure to the campground or may contract high-speed Wi-Fi service using other methods.

E. 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.

F. Advertising

In order to promote both the Kentucky Department of Parks' resources 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 Parks, and the Department of Parks 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 Parks areas or assets, and to allow the department logo or brand to be included in any such advertisements.

G. Signage

Successful Offeror, at its sole expense, will be required to install necessary promotion/advertisement/information sign(s) at the appropriate locations, subject to the prior written approval of the Department of Parks prior to installation. Both the Lake Barkley State Resort Park and campground regulations shall be clearly posted in the campground area. Proposed highway signage and locations must also be approved by the Kentucky Transportation Cabinet prior to final approval by the Department of Parks. Maintenance of all signs will be the responsibility of the Successful Offeror.

H. Proposed Sublease Site and Subsurface Conditions

The Commonwealth shall sublease to the Successful Offeror the necessary property to renovate, operate, maintain, and potentially expand the campground premises, as well as ingress/egress thereto. The precise extent of property to be subleased shall be negotiated with the Successful Offeror prior to execution of the sublease agreement and documented in said agreement. The Successful Offeror is responsible for all other due diligence investigations, including sub-surface conditions, and all costs associated therewith, at the designated campground site.

I. 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.

V. Sublease Terms and Conditions

A. General

The sublease between the Commonwealth of Kentucky and the Offeror shall consist of (1) the Request for Proposals (RFP and any addenda thereto), (2) the Offeror's proposal submitted in response to the RFP, and (3) the Commonwealth's lease agreement with the U.S. Army Corps of Engineers (the "Prime Lease"). In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the RFP shall govern. All written addenda and supplements shall take precedence over the documents they modify.

In the event that an issue is addressed in one document that is not addressed in the other document, no conflict in language shall be deemed to occur. However, the Commonwealth reserves the right to clarify any sublease relationship in writing with the concurrence of the Offeror and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposals shall govern.

No modification or change of any provision in the sublease shall be made, or construed to have been made unless such modification is mutually agreed to in writing by the Offeror and the Department of Parks, and incorporated as a written amendment to the sublease and processed

through and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change. Memoranda of Understanding and correspondence shall not be construed as amendments to the sublease.

The sublease shall be construed and interpreted according to the laws of the Commonwealth of Kentucky. Any legal proceedings against the Commonwealth regarding this RFP or any resultant sublease shall be brought in Commonwealth of Kentucky administrative or judicial forums. Venue will be in Franklin County, Commonwealth of Kentucky. The following are standard, boilerplate language to be included with a sublease agreement awarded as a result of this solicitation.

B. Ground Sublease Agreement

The sublease agreement shall be for an initial term of ten (10) years commencing on the date the Project is approved by the Commonwealth. There may be two renewals for an additional five (5) year extension period each, upon written mutual agreement of the parties to such an agreement. Terms and/or conditions may be renegotiated to meet requirements for the extended period based on prevailing conditions at that time. In the event terms and conditions cannot be agreed upon, either party shall have the right to refuse to continue the sublease for the extended renewal period. At the end of negotiations, should either party decide not to renew the sublease agreement, written notice of such intention shall be submitted to the other party no later than 60 days prior to the expiration of the original term.

All the provisions of said sublease agreement, as supplemented, shall be binding upon both parties. The Successful Offeror shall abide by all rules and regulations affiliated with Department of Parks, Lake Barkley State Resort Park, and as may be promulgated by Commonwealth in connection with the use of its property, as well as the terms and conditions contained in the prime Lease Agreement with the U.S. Army Corps of Engineers.

C. Commencement of Operation

The Successful Offeror shall, at its sole expense, at a minimum, have open and available for campers the existing campground facilities and premises by April 1, 2019. Any and all expenses associated with having operational the campground (i.e. permits, inspections by regulatory agencies, etc.) shall be by and at the sole expense of the Successful Offeror. Should a sublease agreement not be executed by all parties prior to April 1, 2019, a written right-of-entry may be issued by the Commonwealth to the Successful Offeror, granting the Successful Offeror the right to begin the campground operation.

As soon as practicable, but no later than one (1) year after execution of a sublease agreement, subject to reasonable extensions for good cause shown, the Successful Offeror shall commence campground renovations as described in this RFP, or the project will be deemed abandoned. The Successful Offeror shall be required to obtain any and all regulatory approvals and/or permits, by and at the sole expense of the Successful Offeror. The Commonwealth will agree to a reasonable extension of time for providing for the designated facilities and services when a delay in providing the facilities and services is beyond the control of the Successful Offeror.

The Offeror shall not be authorized to construct, erect, or place any structure or other facility upon the premises, or to make any major alteration to an existing structure or facility, without the prior written approval of the U.S. Army Corps of Engineers, the Department of Parks, and the Department of Facilities and Support Services. Requests for same shall be made in writing to the U.S. Army Corps of Engineers, the Department of Parks, and the Department of Facilities and Support Services.

The Offeror may not remove the structures, improvements, and equipment erected or placed upon the premises without the prior written approval of the U.S. Army Corps of Engineers, the Department of Parks, and the Department of Facilities and Support Services. Requests for same shall be made in writing to the U.S. Army Corps of Engineers, the Department of Parks, and the Department of Facilities and Support Services. Upon approval to remove any structures, improvements, or equipment placed upon the premises, the Offeror must repair any damage to the premises resulting from the removal of the structures, improvements, or equipment.

The inability of the Offeror to obtain proper financing, approved in advance by the Commonwealth, by the aforementioned deadlines for commencement of operation shall not constitute a reasonable reason for an extension of time.

D. Service Levels

It is envisioned that this facility will be open to the general public twenty-four (24) hours daily, between April 1 and October 31, at a minimum. 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.

The Successful Offeror, at its sole expense, will be required to provide an internet site for reservations of campsites. The Offeror shall coordinate its selection of a reservation system with the Department of Parks, and the Department of Parks shall have final approval of the selected reservation system.

The Successful Offeror shall be responsible for assuring that the campground provides services to the best standards prevailing for similar businesses.

E. 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 Parks throughout the entire term of the sublease and any extension thereof.

F. Records and Reports

The Successful Offeror covenants that, promptly after the close of the Successful Offeror's fiscal year, it will, at its own expense, cause an audit to be made of its books and accounts relating to the operation of the campground for the preceding fiscal year 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.

G. Revenue Payable to the Commonwealth

Offeror shall provide a percent of gross receipts to the Commonwealth on an annual basis, payable monthly or quarterly, as defined below:

- Years One through Four – 4% of gross receipts
- Year Five – 5% of gross receipts

- Year Six – 6% of gross receipts
- Year Seven – 7% of gross receipts
- Years Eight through end of sublease agreement – 8% of gross receipts

Gross Receipts

“Gross Receipts” shall mean the sale of all merchandise or services sold or rented in, on or from the campground area (or any other proposed activities) by the Successful Offeror whether for cash or on a charge, credit or time basis, including, but not limited to, revenue received from (I) gross amount paid to Offeror for campground rentals, (II) sale of food and beverages of all kinds, including sales through vending machines owned by the Offeror, (III) gross amount paid to Offeror for rentals of other amenities, such as horse stables, water park, mountain bikes, bath houses, canoes or kayaks, (IV) sale of other products, (V) sale of any and all services.

The following items shall be excluded from “Gross Receipts”:

1. Any sales tax, gross receipts tax, or similar tax or whatever name called, the amount of which is determined by the amount of the sale made, and which Offeror may be required to account for to any governmental agency;
2. Credits or refunds made to customers for merchandise returned or exchanged;
3. Sales of trade fixtures or personal property after use thereof in the conduct of Offeror’s business in the premises;
4. All sums and credits received in settlement of claims for loss or damages to merchandise or property owned by Offeror.
5. Discounts to customers for goods sold or privileges granted (the amount to be excluded from gross receipts shall be the difference between the amount received for goods sold or privileges granted and the Offeror’s current price to the public);
6. All credit sales written off as bad debts, provided, however, that if subsequent payments are made in these accounts, the amounts so collected shall be included in gross receipts;
7. Refunds or credits from returned merchandise or property used in the operation of the premises;
8. Interest income.

H. Taxes

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 Lake Barkley State Resort Park.

I. Liens Against the Subleased Premises

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 subleased 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 subleasehold 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 subleasehold interest in the subleased 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 subleased premises or the Offeror's subleasehold interest at any time, the Offeror shall cause the same to be discharged and resubleased 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 sublease which shall be a basis for termination of said sublease.

J. Subleasing, Assignments, or Mortgages of Offeror's Interest

During the course of the sublease 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 sublease 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 Parks and the Finance and Administration Cabinet. Any attempt to assign, sublet, mortgage or transfer, the sublease agreement or any interest created therein without such consent shall be void. If an assignment, sublet, mortgage or transfer of this the sublease 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 sublease or from the performance of all other terms, covenants and conditions of the sublease. 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.

K. Hold Harmless

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.

L. Attorney's Fees

In the event that either party deems it necessary to take legal action to enforce any provision of the sublease, and in the event the Commonwealth prevails, the Offeror agrees to pay all expenses of such action, including attorney's fees and costs at all states of litigation as set by the court or hearing officer. County of venue shall be Franklin.

M. Notices

After sublease award, all notices under the sublease shall be either mailed by registered or certified mail addressed, or hand delivered, to the receiving party. The customary receipt shall be conclusive evidence of such service.

N. Offer of Gratuities

By submission of proposal, the Offeror 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 sublease 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 Offeror, his agents, or employees.

O. Commonwealth's Property

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

P. Conflict of Interest

No official or employee of the Commonwealth or no other public official of the Commonwealth of Kentucky 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 sublease or proposed sublease.

Q. Construction Bonds

Offeror shall execute a surety bond or bonds in favor of the Commonwealth in the amount of one hundred percent (100%) of the designated amount of any future capital improvement projects, as security for the faithful performance of the construction required and the payment of all persons who have and fulfill subcontracts which are directly with the Offeror. The Offeror shall, before beginning the construction/development of facilities, require of any subcontractor employed by the Offeror to construct said facilities, a surety bond or bonds in form satisfactory to the Commonwealth. These bonds shall protect the subleased premises against the imposition of mechanics and materialsman's liens and guarantee performance of the construction subcontract. All bonds shall be executed by a surety company authorized to do business in the Commonwealth.

R. Construction/Development (Plan Approval)

1. All construction/development plans will be submitted to and must have prior approval of the U.S. Army Corps of Engineers; the Finance and Administration Cabinet, Department for Facilities and Support Services; and the Department of Parks before construction/development is commenced. Such approval will not be unreasonably withheld. Such approval is not intended to verify constructability or conformance with any applicable codes, but rather is intended to ensure that the design meets the Offeror's intent and program requirements. The drawings and the specifications shall be stamped with the registration seal of the professional involved in the design.
2. When required by state law, construction/development plan approval must be obtained from the Department of Housing, Building and Construction. All fees shall be the responsibility of the Offeror. This regulatory agency will review drawings for plumbing, fire marshal compliance, ADA accessibility and Kentucky Building code regulations. Proof of this approval must be provided to the Department for Facilities and Support Services and the Department of Parks before commencement of construction and operation. Upon completion, copies of all permits and certificates shall be submitted to the Department for Facilities and Support Services and the Department of Parks, along with "as built" plans.
3. The Department for Facilities and Support Services and the Department of Parks may also make compliance inspections to ensure that the facility is being constructed, operated, maintained, and furnished in a manner that provides a safe and healthy environment for the public. This inspection will also ensure that preventative maintenance is being performed that will extend the life and usability of the facilities to its maximum potential. Inspection reports will be prepared with a definite deadline for correction of any stated deficiencies. Maintenance is an important aspect of the sublease and failure to comply by the Offeror with any maintenance provision shall be grounds for termination of the sublease by reason of default.

S. Protection of Work, Property, Employees, and Public

The Offeror shall continuously maintain adequate protection of all his/her work from damage and shall protect the Commonwealth's property from injury or loss arising in connection with this sublease. Offeror shall make good any such damage, injury, or loss. Offeror shall adequately protect adjacent property as provided by law and the sublease documents.

The Offeror shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of the state's 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 Offeror shall designate a responsible member of his/her 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 architect by the Offeror.

The Offeror shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of the state's 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 Offeror shall designate a responsible member of his/her 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 architect by the Offeror.

The Offeror shall be responsible for the protection and subsequent repair of adjacent property during the course of construction from any potential damage caused by the construction and

development of the lodge property. The Offeror shall also be responsible for cleaning the adjacent State Park property and public roads and paved areas of mud and debris originating from the lodge site.

T. Insurance

1. 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 and the U.S. Army Corps of Engineers as 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 Parks 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.

2. 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.

U. Maintenance of Development

During the original sublease term or any renewal thereof, the Successful Offeror shall keep any and all buildings, structures, and other improvements located on the subleased premises (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 subleased premises that would constitute a nuisance.

V. Title to Improvements Upon Expiration or Termination

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.

W. Removal of Personal Property Upon Expiration or Termination for Default

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 Parks to dispose of as they determine to be in the best interest of the Commonwealth.

X. Employment Practices

The Successful Offeror 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 Offeror 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 recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Successful Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this clause.

The Successful Offeror shall, in all solicitations or advertisements for employees placed by or on behalf of the Successful Offeror, 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 Offeror shall comply with related Commonwealth laws and regulations.

The Successful Offeror 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 Offeror 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.

The successful offeror also shall comply with 29 C.F.R. 29, Subtitle A, Part 10 and 29 C.F.R. Part 13 with respect to employee compensation and benefits (See Exhibit C).

Y. Permits and Licenses

The Successful Offeror 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.

The Successful Offeror shall conform to operational standards of the Lake Barkley State Resort Park (see Section 4.B. herein) and to all bona fide rules, procedures pertaining to same, as may be promulgated by the Department of Parks, as well as the Prime Lease Agreement.

Z. Right of Entry

The right is hereby reserved to the Commonwealth, its officers, agents and employees, to enter upon the campground 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.

AA. Termination

Termination – General Terms

Any lessee who is determined to be in breach of any of the terms and conditions of an agreement with the Commonwealth and/or the U.S. Army Corps of Engineers, shall be declared in default and the sublease may be terminated.

Termination notice. The Commonwealth shall terminate a sublease contract by written notice to the lessee. The notice to the lessee shall be sent certified mail, return receipt requested, and shall state:

- (a) The sublease is being terminated for the convenience of the Commonwealth, or for default by the contractor;
- (b) The effective date of termination;
- (c) The extent of termination; and
- (d) Any special instructions.

Termination for Default.

The Commonwealth may terminate a sublease because of the Offeror's failure to perform the sublease terms. If a Offeror is determined to be in default, the Commonwealth shall notify the Offeror of the determination in writing, and may include a specified date by which the Offeror shall cure the identified deficiencies. The Commonwealth may proceed with termination if the Offeror fails to cure the deficiencies within the specified time.

A default in performance by a Offeror for which a sublease may be terminated shall include, but shall not necessarily be limited to:

- (a) Failure to perform the sublease according to its terms, conditions and specifications;
- (b) Failure to obtain approval from the Commonwealth Department of Parks, Finance and Administration Cabinet and the Housing, Building, and Construction Department of the Public Protection Cabinet as required prior to constructing, substantially renovating, or demolishing any structure on the campground;
- (c) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- (d) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
- (e) Failure to diligently advance the work under a contract for construction services;
- (f) The filing of a bankruptcy petition by or against the Offeror; or
- (g) Actions that endanger the health, safety or welfare of the Commonwealth or its citizens.

The Commonwealth shall not be liable for any further payment to a Offeror under a contract terminated for the Offeror's default after the date of termination as determined by the purchasing officer except for commodities, supplies, equipment or services delivered and accepted on or before the date of termination and for which payment had not been made as of that date. The Commonwealth may require the Offeror to transfer title and deliver to Commonwealth completed supplies and manufacturing materials. The Offeror, and his surety, if a performance or payment bond has been required under the sublease, shall be jointly and severally liable to the Commonwealth for all loss, cost or damage sustained by the Commonwealth as a result of the Offeror's default. A Offeror's surety liability shall not exceed the final sum specified in the contractor's bond.

The Offeror shall be liable to the Commonwealth for any excess costs incurred in acquiring supplies and services similar to those terminated for default, and for any other damages or remedies available either at law or in equity.

Termination for Convenience of the Commonwealth.

The Commonwealth may terminate a contract for convenience if the Commonwealth has determined that termination will be in the Commonwealth's best interests. The Commonwealth shall provide the Offeror thirty (30) calendar days written notice of termination of the sublease, unless the Secretary of the Finance and Administration Cabinet, or his designee, makes a written determination that a shorter notice of termination for convenience is in the best interest of the Commonwealth.

Procedures Upon Termination for Convenience

If a sublease is terminated for the convenience of the Commonwealth, the Offeror shall have the burden of establishing the amount of compensation to which the Offeror believes he is entitled by the submission of complete and accurate cost data employed in submitting his bid or proposal for the contract, and evidence of expenses paid or incurred in performance of the contract from the date of award through the date of termination. The Offeror shall specify and provide documentation of all revenues resulting from the sublease, expenditures associated with the sublease, and all profit or loss attributable to the sublease. The purchasing officer may request the Offeror submit additional documents and data, and may request appropriate accounting, investigations and audits.

After issuing a notice of termination for convenience, the purchasing officer may negotiate a settlement with the lessee according to terms deemed just and equitable by the purchasing agency and in accordance with applicable law. The settlement shall be subject to the prior approval of the Secretary of the Finance and Administration Cabinet, or his designee. If the Offeror and the Commonwealth cannot negotiate a settlement, the Secretary of the Finance and Administration Cabinet shall issue a determination of the amount, if any, due the Offeror.

Offeror responsibilities. After receipt of the notice of termination, the Offeror shall take all steps necessary to minimize waste, including:

- ◆ Stop work immediately on the terminated portion of the sublease;
- ◆ Terminate all subcontracts related to the terminated portion of the prime sublease;
- ◆ Immediately advise the Commonwealth of any special circumstance precluding the stoppage of work;
- ◆ Perform the continued portion of the sublease;
- ◆ Take action to protect and preserve property in the Offeror's possession in which the

Commonwealth has or may acquire an interest, and, if directed by the Commonwealth, deliver the property to the Commonwealth;

- ◆ Promptly notify the Commonwealth in writing of any legal proceedings resulting from any subcontract or other commitment related to the terminated portion of the sublease;
- ◆ Settle outstanding liabilities and proposals arising out of the termination; and
- ◆ If there is a terminated construction contract, ensure the cleanup of the site, protection of serviceable materials, removal of hazards, and other actions necessary to leave a safe and healthful site.

AB. Procedure on Termination

Upon delivery by certified mail to the Offeror of Notice of Termination specifying the nature of the termination, the extent to which performance of work under the agreement is terminated and the date upon which such termination becomes effective, the Offeror shall stop work under the agreement on the date indicated and to the extent specified in the Notice of Termination.

AC. Force Majeure

The Offeror 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 Offeror. 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 Offeror. The Offeror will take all possible steps to recover from such occurrences.

AD. Maintenance Escrow Account. 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, Successful Offeror agrees that during the second week of August of each year of this Agreement and its authorized extension period, Successful Offeror shall deposit in a demand deposit account to be established in Kentucky by the Commonwealth prior to execution of the resulting sublease, a sum of money equal to two and one-half percent (2-1/2%) of gross sales realized on all campground business during the preceding twelve month period, as reflected in or verified through the Monthly Sales Concession Report provided to the Commonwealth by Successful Offeror. The parties agree with respect to such demand account that:

The Successful Offeror may withdraw from the escrow account at any time that funds are available on the condition that the Commissioner of Parks, or his designee, countersigns the check or other instrument to withdraw proceeds from the aforesaid account. The Successful Offeror shall be deemed by the resulting Sublease Agreement to be authorized to draw from the above account as needed for the purpose of maintenance or routine repairs throughout the year, with the prior written approval of the Commissioner of Parks or his designee.

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

- 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 marina;
- That the account shall be established and maintained jointly in the names of the Commonwealth of Kentucky, Commissioner, Department of Parks or his designate, and Offeror;

- Withdrawals from the account shall be made only upon the signatures of the representatives of both parties, only to reimburse Offeror during the fourth quarter of each calendar year for maintenance costs incurred during that year as agreed to by Commonwealth, which agreement shall not be unreasonably withheld; or to reimburse Commonwealth for maintenance costs incurred as a result of Offeror failure to perform such maintenance. Refusal by 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.
- During the first 12 calendar years of this Agreement, after maintenance disbursement have been made as provided in this Paragraph , Offeror shall be entitled to annually withdraw the balance in the account in excess of \$25,000; commencing with the 10th calendar year of this Agreement, through the remainder of the term, and the extension term, if applicable, after disbursements for maintenance have been made as provided in this Paragraph, Offeror may annually withdraw the balance in the account in excess of \$50,000. At the expiration of this Agreement, after disbursements for maintenance for the last year of this Agreement, Offeror shall be entitled to withdraw the balance of the account, which shall then be closed.
- Fund money shall be utilized to maintain, repair, or replace items owned by the Offeror;
- That said escrow deposit account, and the requirement for same, shall exist during the entirety of the term of the agreement and any extensions thereof;

The Offeror shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of the state's 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 Offeror shall designate a responsible member of his/her 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 architect by the Offeror.

The Offeror shall be responsible for the protection and subsequent repair of adjacent property during the course of construction from any potential damage caused by the construction and development of the lodge property. The Offeror shall also be responsible for cleaning the adjacent State Park property and public roads and paved areas of mud and debris originating from the lodge site.

VI. Proposal

A. General Information:

The selection process is being conducted based on Qualifications/Experience as defined below.

The Commonwealth will conduct a comprehensive evaluation of proposals received in response to this Request for Proposals. This evaluation will be conducted by a committee comprised of representatives from the Department of Parks and the Tourism, Arts and Heritage Cabinet, and the Finance and Administration Cabinet. Items to be given specific attention during the evaluation process are as follows:

- Narrative of design intent and approach to the Project,
- Background and relevant experience, including references
- Financial – including, but not limited to, the Offeror's ability to provide financial backing for the Project
- Management structure proposed for the Project and number of staff Offeror proposes to utilize in operating the Project. (Note: If Offeror intends to operate development through employment of a management company/group, please provide written commitment letter from management group, as well as background and experience, including references, for management group, as described above.)
- Benefit to be derived by the Commonwealth.

The above criteria is 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 SUBLEASE AGREEMENT. ALL ITEMS LISTED MUST BE THOROUGHLY ADDRESSED IN YOUR WRITTEN PROPOSAL.

Please include eight (8) complete copies of proposal document and all attachments.

B. QUALIFICATIONS AND EXPERIENCE

(Shall be submitted in initial response by August 31, 2018 at 2:30 p. m.

The Offeror's response shall contain the following:

◆ Transmittal Letter

The transmittal letter shall be in the form of a standard business letter, on official business letterhead. It shall include, in the order given:

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 reference to all RFP addenda received from the Commonwealth (by addenda issue date), to ensure that the Respondent is aware of all such addenda in the event that are any; if none have been received by the Respondent, a statement to that effect shall be included.
9. 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.
10. A statement specifying the Offeror's contract manager, address, phone and fax number.
11. The letter shall be signed by the person with the authority to bind the Offeror, answer questions, and provide clarification concerning the proposal.

◆ Narrative of Design Intent

This section shall clearly and succinctly describe the Offeror's approach to this Project. Issues such as design intent, management approach, coordination with and benefits to the Commonwealth and the Department of Parks, and short and long-term goals of the campground should, at a minimum be addressed. This section should also identify the composition of Offeror's proposed design/build team.

This section shall also address how campground proposed offerings and services will specifically complement and/or consist of the promotion/sale of other recreational opportunities offered by the Department of Parks.

This section shall also clearly and succinctly describe Offeror's provisions for control of the area to be subleased (24-hour security provisions).

Finally, in this section, the proposal shall describe in detail how campgrounds and related facilities will be reserved and the cost to campers, recognizing that the proposal may include any or all of the following:

- A set \$ amount per camp site;
- An established \$ amount per RV;
- A camp site cost that may fluctuate based on the number of campers;

◆ 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, details of company experience relevant to the proposed development, and references. List, if any, current or past campground operations developed/constructed/managed by the company. (Note: if the proposal is submitted by an individual, the same type of information will be required.) Should the proposal be submitted by 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.

◆ Financial

The Offeror shall provide:

1. An audited financial statement for each of the last three years for the applicable legal entity submitting a proposal. This statement should, at a minimum, list all assets and liabilities and be certified by a registered certified public accountant who is not an officer of the company or individual submitting the proposal. Offeror should also include a statement of changes of financial position of the business entity within the last three- (3) years. Offeror should also include a statement of changes in financial position of the business entity within the last three (3) years. If the Offeror is a new entity incorporated for the purposes of operation of this campground facility, then Offeror must provide individual income tax records and financial statements for all owners and/or general partners with more than twenty percent (20%) interest, for each of the last three (3) years.
2. A current (unaudited) financial statement.
3. Bank references for the company 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. A description of the proposed financing plan 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 structures.

◆ Management Structure and Staffing for Proposed Complex

Describe management structure/organization proposed for the campground area; identify management personnel by name, if selected, titles; and show how management staff will interact with each other in managing the area. Additionally, the Offeror is to indicate the anticipated number of staff and categories of work to be utilized in operation and maintenance of the area. The Offeror shall submit a copy of the written management agreement that the Offeror proposes to use at the campground.

◆ Benefit to Commonwealth

The Department of Parks has specific goals and objectives that target its desire to provide recreational access opportunities in or near the Western Kentucky area, as well as expand and diversify its user base. The Offeror's proposal for additional activities may include, but is not limited to, hiking, mountain biking, horseback riding, Frisbee golf, canoeing, kayaking, rock climbing, picnicking, as well as shooting and archery ranges. As an evaluation factor, one point will be assigned to each additional activity proposed by the Successful Offeror, up to 10 activities/points maximum (see VII. SCORING AND PROJECT AWARD, Benefits to Commonwealth section). For any additional activity proposed, Offeror must include for that (or those) particular activity(ies) all information contained in "Narrative of Design Intent", "Background and Experience", "Financial", and "Management Structure and Staffing" for each proposed additional activity.

Based on this, respondents to this RFP are encouraged to consider with their campground proposals a plan for offering additional and alternative services at the campground facility on the Lake Barkley State Resort Park. **Respondents are encouraged to be creative in offering benefit to the Commonwealth through the campground venue at Lake Barkley State Resort Park.**

PROPOSALS SHALL BE EITHER MAILED OR DELIVERED BY AUGUST 31, 2018 AT 2:30 P.M. TO:

Nancy E. Brownlee, Division of Real Properties
Finance and Administration Cabinet
3rd Floor – Bush Building
403 Wapping Street
Frankfort, Kentucky 40601

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.

THIS SECTION MUST BE FILLED OUT AND RETURNED UNDER SEPARATE SEALED ENVELOPE WITH ORIGINAL BID MATERIAL.

SCHEDULE

SECTION A

PERCENT OF GROSS RECEIPTS OFFEROR IS WILLING TO PAY COMMONWEALTH ON A MONTHLY OR QUARTERLY BASIS (FOR PERIOD OF YEARS INDICATED) FOR CAMPGROUND AND ANY ADDITIONAL AMENITIES PROPOSED:

- Years One through Four – 4% of gross receipts
- Year Five – 5% of gross receipts
- Year Six – 6% of gross receipts
- Year Seven – 7% of gross receipts
- Years Eight through end of sublease agreement – 8% of gross receipts

SECTION B

I PROPOSE TO INCLUDE THE FOLLOWING ADDITIONAL AMENITIES TO THE CAMPGROUND (SEE MY SUBMITTAL):



YES

_(LIST)



NO

Signed: _____

Printed name: _____

VII. SCORING AND PROJECT AWARD

Each evaluator will independently score the proposals. The Committee will select a chairman who will provide leadership and manage the activities and process of the Committee.

- 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 and weight for each is as follows:

◆ Narrative Design (page 24)	25 – Max. Points
◆ Background and Experience (page 24)	25 – Max. Points
◆ Financial (page 25)	25 – Max. Points
◆ Management Structure and Staffing (page 25)	15 – Max. Points
◆ Benefits to Commonwealth (pp 25 and 27) (1 point each for <i>additional</i> activities proposed, Up to <i>maximum</i> 10 points)*	10 – Max. Points

TOTAL MAXIMUM POINTS (WITH CURRENT ACTIVITIES) 90

NOTE: Offerors who propose a plan to offer additional or alternative services will be awarded one (1) additional point (for each service) for purposes of calculating “Benefit to Commonwealth”, should evaluation committee determine all pertinent information is provided in detail in Offeror’s proposal for additional or alternative services.

TOTAL MAXIMUM POINTS (WITH CURRENT & NEW ACTIVITIES) *100

Each Committee Member will score each criteria and indicate a total score. An average score from the Evaluators will be calculated.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date:

Affidavit Expiration Date:

Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:

a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.

d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

e. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:

a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

**ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 2 OF 2**

b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor,

nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

Signature Printed Name

Title Date

Company Name: _____

Address: _____

Commonwealth of Kentucky Vendor Code (if known): _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of this ____ day of _____, 20____.
(Company Name)

Notary Public
[seal of notary] My commission expires: _____

**IMPORTANT - THIS SECTION MUST BE READ, FILLED OUT,
AND RETURNED WITH THE PHASE I:**

**STATEMENT OF FINAL DETERMINATION
OF VIOLATIONS PURSUANT TO KRS 45A.485**

Pursuant to KRS 45A.485, the Offeror shall reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Offeror within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342.

For the purpose of complying with the provisions of KRS 45A.485, please list any final determination(s) of violation(s) of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which have been rendered against the Offeror within the five (5) years preceding the award of this contract. Please include the date of the determination and the state agency issuing the determination. (Please use extra sheets if necessary.)

KRS Violation

Date

State Agency

The Offeror is further notified that KRS 45A.485 requires that for the duration of this contract, the Offeror shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which apply to the Offeror's operations. KRS 45A.485 further provides that the Offeror's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with the above-cited statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract, and the Offeror's disqualification from eligibility to bid or submit proposals to the Commonwealth for a period of two (2) years.

**IMPORTANT - THIS SECTION MUST BE READ, SIGNED,
NOTARIZED, AND RETURNED WITH THE PHASE I:**

SWORN STATEMENT REGARDING CAMPAIGN FINANCE LAWS
PURSUANT TO KRS 45A.110 AND KRS 45A.115

All persons having ownership in the offered property shall provide a sworn statement regarding campaign finance laws pursuant to KRS 45A.110 and KRS 45A.115. If the property owner is a corporation or business trust, a duly designated and authorized agent shall complete this required statement. (Please use extra sheets if necessary.)

The undersigned hereby swears or affirms, under the penalty prescribed by law for perjury, that neither he/she, individually, nor, to the best of his/her knowledge and belief, the corporation, partnership, or other business entity which he/she represents, has knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky, and that the award of a contract to him/her, individually, or to the corporation, partnership or other business entity which he/she represents, will not violate any campaign finance laws of the Commonwealth.

OFFEROR/OFFEROR:

OFFEROR/OFFEROR:

(Signature)

(Signature)

(Title, if applicable)

(Title, if applicable)

(Name of Company, if applicable)

(Name of Company, if applicable)

OFFEROR/OFFEROR:

OFFEROR/OFFEROR:

(Signature)

(Signature)

(Title, if applicable)

(Title, if applicable)

(Name of Company, if applicable)

(Name of Company, if applicable)

State of _____)

) SS

County of _____)

The foregoing statement was sworn to me this _____ day of
, 20_ , by _____.

Notary Public

My Commission expires: _____ .

END OF RFP