



**CITY OF VERSAILLES  
ENTERTAINMENT COMPLEX  
PUBLIC-PRIVATE PARTNERSHIP  
REQUEST FOR PROPOSALS**

**Site Visit and Pre-Proposal Meeting**

October 8, 2021 10:00 a.m. EST  
525 Marsailles Road  
Versailles, KY 40383

**Proposal Due Dates**

October 29, 2021, 4:00 p.m. EST

**Proposal Delivery Address**

Versailles City Hall  
C/O Entertainment Complex P3 RFP  
196 South Main Street  
Versailles, KY 40383

**RFP Point of Contact**

Mayor Brian Traugott  
Email: [BTraugott@versaillesky.com](mailto:BTraugott@versaillesky.com)

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## **I. PROJECT OVERVIEW**

### **A. EXECUTIVE SUMMARY**

The City of Versailles (“Versailles” or “the City”) is accepting proposals (“Proposals”) to enter into an economic development lease agreement (“Lease”) or public-private partnership (“P3”) agreement (“P3 Agreement”) to develop an entertainment complex (the “Project”) at 525 Marsailles Road, Versailles, KY 40383 (the “Building” or the “Project Site”). The City seeks a highly qualified partner (“Respondents” or “Private Partners”) who can provide more entertainment options to the residents of Versailles. Versailles is willing to be creative with its arrangement and share risk and reward with the right Private Partner.

The City is accepting Proposals to lease the Building, to include developing the Building as an entertainment complex and providing entertainment services to the general public. In the event an economic development lease arrangement is not viable, Versailles will also accept P3 Proposals to design, build, finance, operate, and/or maintain the Building for this purpose.

### **B. CITY OBJECTIVES**

Versailles seeks to accomplish the following objectives with this Project:

1. Provide high quality entertainment options for residents of all ages;
2. Achieve an optimal balance of risk allocation between the City and Private Partner;
3. Create job opportunities for residents;
4. Develop and maintain a streamlined project schedule; and
5. Provide the City with a single point of accountability and collaboration for the Project’s performance.

## **II. PROJECT SPECIFICATIONS**

This Project provides a unique opportunity to partner with the City of Versailles to provide entertainment services to a population hungry for more local options. The City is highly motivated and interested in partnering with a team who is willing to invest time and energy into developing a state-of-the-art facility.

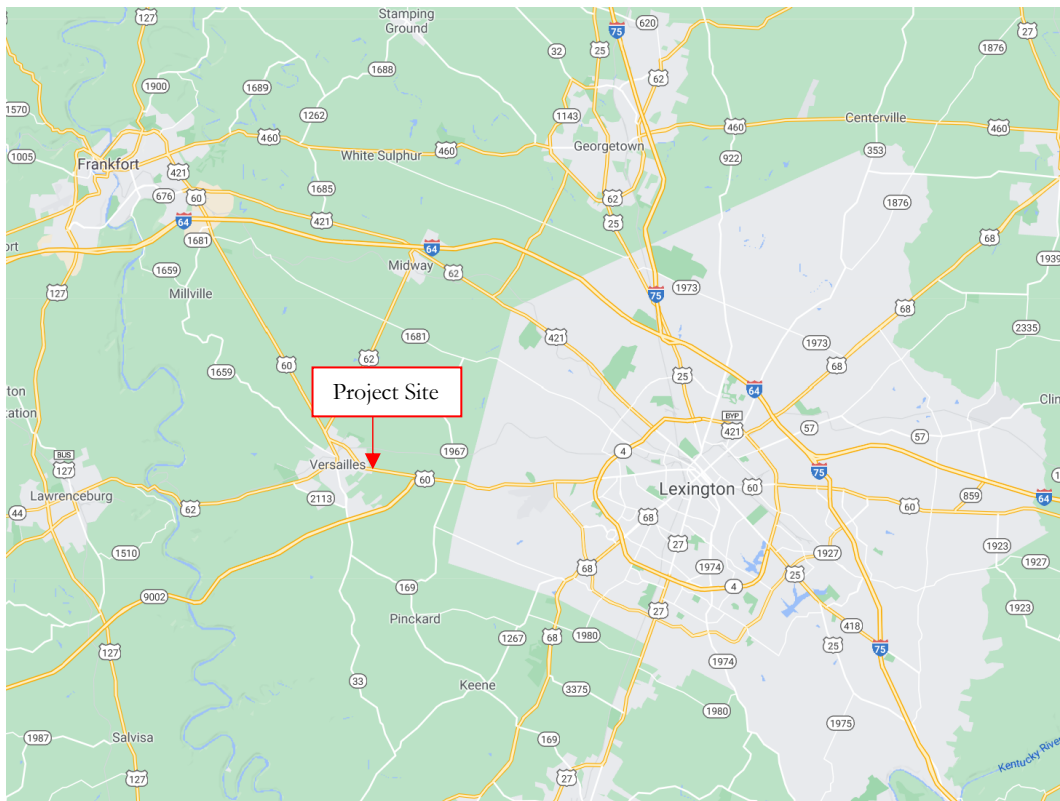
Versailles is strategically located among some of Kentucky’s most well-regarded attractions including several beloved bourbon distilleries on the Kentucky Bourbon Trail, which hosts over 1 million visitors a year, the internationally renowned Keeneland racecourse with over 250,000 visitors a year, and dozens of majestic Bluegrass horse farms. Over 550,000 people live within 25 miles of Versailles and over 1.1 million live within 50 miles, which are both considered reasonable driving distances for entertainment in this market.

The approximately 76,000 square foot Building was most recently used as a Kroger grocery store. The Site is located within a shopping center next door to the Versailles Brewing Company and a U-Haul facility (labeled as Sears Appliance Repair in the imagery below). There are over 230 parking spaces in front of our proposed building with potential for additional parking in front of U-Haul.

The Site sits on a major highway just 3 miles outside of Lexington-Fayette Urban County and is within a reasonable driving distance of several population centers. According to the Kentucky Transportation Cabinet, *over 25,000 vehicles pass the site daily*.

The map and aerial image below and this [link](#) provide a visual of where the Project Site is in relation to the surrounding cities and other businesses.

### Area Map



## Project Site Map



### A. PROJECT SCOPE

Versailles desires the Project Site to be used to provide entertainment opportunities for residents of all ages and further the City's objectives. The entire 76,000 square foot Building may be used for the Project. However, if the Private Partner requires less space, Proposals could reserve up to 20,000 square feet for the City's purposes. The Building is in good condition, but would need to be outfitted by the Private Partner.

Potential entertainment attractions could include but are not limited to bowling lanes, arcades, miniature golf, laser tag, golf simulators, indoor playground, trampolines, climbing, virtual reality experiences, basketball games, movie theaters, billiards, ropes course, indoor sports facilities, virtual golf, and obstacle courses. Proposals should include plans to provide food and beverage service.

Private Partner must be willing to have a "Versailles Day" every other month for local children. This obligation will be memorialized in any lease agreement or P3 agreement.

Private Partner may advertise to multiple markets but must conduct targeted advertisement in Woodford, Scott, Franklin, and Anderson Counties.

**Proposals may include additional uses of the building not listed in the RFP in furtherance of the City's objectives, to include additional revenue-generating uses.**

## **1. LEASE ARRANGEMENT**

The City is accepting proposals to lease the Building from the City pursuant to an economic development lease that is innovatively structured to provide creative solutions for sharing risks and rewards with the City while reimbursing the Respondent for upfront costs to undertake the Project. Innovative structures may include reduced base rent to recoup the costs of improvements and revenue sharing with the City through "percentage rent."

Any proposal for an economic development lease should also address funding or financing any of Respondent's "base build" or "white box" requirements as well as the costs of the Respondent's proposed build out, including the installation of furniture, fixtures and equipment. Respondents should assume that the City's primary contribution will be the acquisition of the Project Site. Proposals should address which party will own the furniture, equipment, etc. during and upon conclusion of the lease Term.

Economic development lease proposals should also include a proposed base term, the length of any renewal terms as well as a proposed rent escalation schedule, which may include the escalation of both base rent as well as any percentage rent.

The City anticipates that any lease arrangement will be a "triple-net" lease arrangement with the Respondent covering any and all costs attributable to the ownership of the Building and the construction of the Project, including real property taxes, tangible property taxes, sales taxes, utilities and such other customary expenses and fees.

## **2. P3 PROPOSALS**

In the event an interested party is not able to structure their Proposal as an economic development lease, Respondents can submit P3 Proposals to design, build, finance, operate, and/or maintain the entertainment complex. Proposals must include the Private Partner assuming operations responsibility at a minimum.

Versailles welcomes creative Proposals that take full advantage of all applicable financial incentives, tax credits, and arrangements and will score the Proposals' entire capital stack. Respondents may propose financing for a range of amounts and terms or for a maximum amount and term.

Respondents should assume the City will provide no funds up front and the City will make payments to the Private Partner from City appropriations. Respondents are encouraged to propose revenue-generating uses of the Project site to offset the costs of the project.

## **B. DUTIES AND RESPONSIBILITIES OF THE PRIVATE PARTNER**

The Private Partner will engage in the following duties and responsibilities, as applicable to the types of Proposals agreed to by the parties:

1. The Private Partner shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this contract is performed. The Private Partner shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the Private Partner need not be registered as a prerequisite for responding to the RFP. Additional local registration or license may be required. The Private Partner shall pay any required sales, use, and personal property taxes arising out of this contract and the transaction contemplated hereby. Any other taxes levied upon this contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Private Partner.
2. If applicable, provide performance and payment bonds on the design and construction portions of the agreement as required under KRS 45A.435 and KRS 65.028(5)(b).
3. If applicable, provide maintenance bonds, warranties, guarantees, and letters of credit in connection with the Private Partner's activities in the forms and amounts satisfactory to the City, as required under KRS 65.028(5)(b).
4. If applicable, provide City with access to the Private Partner's personnel, documents, and the Project sites for the purpose of monitoring construction progress and operational and maintenance performance, as agreed to be the parties and required under KRS 65.028(5)(d).
5. Maintain public liability insurance or self-insurance in a form and amount satisfactory to the City and reasonably sufficient to insure coverage of tort liability to the public and employees and to enable the continued operation of the Project, as required under KRS 65.028(5)(e).
6. Respond to contractual operational or maintenance requests within an agreed upon time.
7. Participate in scheduled reviews of the Project's performance with the City and its designees. If the lease or P3 Agreement include revenue or cost sharing, these reviews will include inspecting the Private Partner's financials related to the Project.
8. Reasonably respond to the City's requests for information on the Project's status.
9. In the event the Project is delivered as a P3 under KRS 65.028 instead of a lease, the Private Partner must pay for a feasibility study that addresses all requirements in 200 KAR 5:355(2)(2). The City retains final approval authority over which entity conducts the study. The study must be complete within 30 days after negotiations are completed. P3 Proposal budgets and schedules should account for the P3 study.
10. Coordinate all Project press engagements through the City's designee.

### **C. METHODS OF OVERSIGHT TO BE EMPLOYED BY VERSAILLES**

1. City employees, representatives, and other designees, to include outside consultants, will monitor the Project's progress and performance.
2. The City will request information from the Private Partners and inspect the Project Site as necessary to ensure the Private Partner is meeting its obligations.
3. The City will hold regularly scheduled reviews of the Project's performance with the Private Partner. If the lease or P3 Agreement include revenue or cost sharing, these reviews will include inspecting the Private Partner's financials related to the Project.

### **D. DUTIES AND RESPONSIBILITIES OF THE CITY**

The City will assume the following duties and responsibilities:

1. Oversee the Project as outlined in Section II.C.
2. Coordinate with the Private Partner to apply for and secure any necessary permits, licenses, financial incentives, or tax credits, and meet any other local, state, or federal requirements.
3. Reasonably provide information as necessary for the Private Partner to meet its duties and responsibilities in Section II.B and the lease or P3 Agreement.

## **III. SUBMISSION PROCESS**

### **A. PROPOSAL CONTENTS**

Proposals should be prepared in such a way as to provide a straightforward, concise presentation adequate to satisfy the requirements of this RFP. Emphasis should be concentrated on completeness and clarity. Respondents must sign and submit complete packages including the following in the order indicated to be considered:

1. Cover Letter
2. Proposal Form
3. Preliminary Renderings and Diagram of Attraction Layout
4. Private Partner Information
5. Experience and References
6. Financial Strength and History
7. Eligibility for Preferences

#### **1. Cover Letter**

Include a cover letter which outlines the overall capability of the Private Partner and a succinct summary of their collective ability to provide entertainment options to residents of Versailles.



## **2. Proposal Form**

Include the Proposal Form, Attachment A.

## **3. Preliminary Renderings and Diagram of Attraction Layout**

Provide a preliminary visual depiction of the Building's layout and attractions sufficient for the City to understand your vision.

## **4. Private Partner Information**

Include a summary statement highlighting the Private Partner's respective key qualifications and experience. Clearly identify the Private Partner entity team members and their respective roles and the individual team members to be dedicated to the Project. If multiple entities are involved, provide an organizational chart that illustrates the relationship between team members.

Identify professional consultants, to the extent they are known at the time of submission, collaborating with the Private Partner Team.

## **5. Experience and References**

Provide a description of projects that highlight the Private Partner's experience in comparable or analogous projects. If applicable, highlight any projects where team members have collaborated together in the past.

Provide at least three (3) references, within the past five (5) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses and telephone numbers of the clients for whom the prior work was performed, and include an explanation of the services provided to these clients. Negative references may result in a reduction of points to Proposals.

## **6. Financial Strength and History**

Respondents must provide bank references that demonstrate to the satisfaction of the City sufficient financial backing and ability to perform the Project. It must include name, address, and current telephone number of the given financial institution(s).

Include a sworn statement with the following text: "By signing this response to the Request for Proposals, I certify that I am in compliance with all state, federal and local laws and am not delinquent in paying any assessed and unprotested taxes levied by the federal, state or local government." If all members of the Private Partner Team cannot agree to this statement, explain why in a sworn statement.

Indicate whether any member of the Private Partner Team or any partnership, joint venture, and/or LLC has ever declared bankruptcy or participated in a restructuring of debt commitments of a distressed property. If applicable, describe the project(s) and circumstance(s).

Respondents must disclose and explain any liens or lawsuits that have been filed against them within the past five (5) years.

## **7. Eligibility for Preferences**

Respondents must indicate whether they are eligible for the Small Business, Reciprocal Resident Bidder, and Qualified Bidder preferences and include any required affidavits as outlined in Section IV.C.

## **B. DISTRIBUTION OF RESPONSES**

In order to be considered for selection, Respondents should submit a complete response to the RFP. Six (6) hardcopies and one (1) electronic copy of each response must be submitted. Proposals must be formatted as an 8-1/2" x 11" document, typed and arranged/divided in the sequence as indicated in Section III.A to facilitate evaluation. The Respondent shall make no other distribution of the responses.

If a Proposal contains documents the Respondent believes are proprietary, confidential or trade secrets, Respondents should identify the exempt information and the basis for such exemption under the Kentucky Open Records Act (KRS 61.870 to KRS 61.884) **and submit an additional copy of the Proposal with the confidential or proprietary information redacted.**

The Responses should be placed in a sealed envelope or package for submittal marked "Versailles Entertainment Complex RFP." All responses shall be received and time-stamped in the Versailles City Hall no later than 4:00 p.m. EST on October 29, 2021. Proposals received after this time will not be opened.

### **1. Disposition of Proposals**

The successful Proposal shall be incorporated into the resulting contract by reference. Disposal of unsuccessful Proposals shall be at the discretion of the City.

### **2. RFP Shared with Commonwealth Agencies**

Copies of this RFP will be submitted to the Commonwealth of Kentucky's Finance and Administration Cabinet and the Department of Local Government in accordance with KRS 65.028(9).

## **B. COMMUNICATIONS AND SCHEDULE**

### **1. Restrictions on Communications**

The RFP Point of Contact named on the Cover Sheet 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 the RFP Point of Contact.

For violation of this provision, the City shall reserve the right to disqualify the Respondent's Proposal.

## **2. Anticipated Schedule**

The anticipated dates for this Project are as outlined herein. The City may revise these dates as it deems necessary or appropriate.

Issuance of RFP:	September 17, 2021
First Written Questions Due:	October 1, 2021
Site Visit and Pre-Proposal Meeting:	October 8, 2021
Final Written Questions Due:	October 15, 2021
Final Response to Written Questions:	October 22, 2021
Proposals Due:	October 29, 2021
Oral Presentations, If Required:	Week of November 8, 2021
Selection of Private Partner:	Week of November 15, 2021

## **3. Site Visit and Pre-Proposal Meeting**

In order to provide each Respondent with as much information as necessary to produce a thoughtful and complete proposal, the City will host a site visit and a pre-proposal meeting at the Project Site at **10:00 a.m. EST on October 8, 2021**. The City will have representatives available to answer any questions related to the Building and potential opportunities in connection with the RFP.

All relevant questions submitted in writing before the First Written Questions due date will be answered at this time. The City will make a good faith effort to answer additional questions asked at the pre-proposal meeting, although it may need to wait to answer in written Addenda. All participants interested in submitting a Proposal are invited to attend. Respondents must register for the site visit by emailing [BTraugott@versaillesky.com](mailto:BTraugott@versaillesky.com) and indicating how many attendees the City should expect.

## **4. Written Questions Regarding this RFP**

Respondents are encouraged to submit written questions to the RFP Point of Contact via email at [BTraugott@versaillesky.com](mailto:BTraugott@versaillesky.com). No questions shall be accepted after the date listed in Section III.C.2 unless the question(s) is considered material to the procurement.

The City shall respond to salient questions in writing by issuing an addendum to the solicitation. Addenda shall be posted to the City website at <https://Versailles.ky.gov/Pages/Announcements.aspx>. Respondent agrees that Versailles will not be responsible for any oral responses to questions.

## **5. Access to Solicitation, RFP, and Addenda**

The City wants each prospective Respondent to have full and complete information on which to base a Proposal response. Respondents should only rely on the written information in this RFP, attachments, and addenda and not on any oral responses. The solicitation, addenda, and attachments shall be posted to Versailles's RFP site at <https://Versailles.ky.gov/Pages/Announcements.aspx>. In the event of any conflict or variation between the solicitation or modification as issued by the City and the Respondent's response, the version as issued shall prevail.

## **6. Acknowledgment of Addenda**

It is the Respondent's responsibility to check the web site for any modifications to this solicitation. Respondents are encouraged to acknowledge each addendum by signing and submitting the latest addendum with their response. However, signing the face of the solicitation constitutes the Respondent's acknowledgement of and agreement to be bound by the terms of all addenda issued.

**Failure to specifically acknowledge addenda will not excuse the Respondent from adhering to all changes to the requirements of the solicitation set forth therein nor provide justification for any pricing changes.**

## **7. Protest Policy**

Any actual or prospective Respondent, who is aggrieved in connection with solicitation or selection for award of a contract, may file protest with the Versailles City Clerk/Treasurer pursuant to the City's Bid Protest Policy (Attachment B: Bid Protest Policy).

# **IV. SELECTION AND EVALUATION PROCESS**

## **A. SELECTION PROCESS**

Respondents are asked to submit a detailed response to the RFP outlining their Proposal, along with specific information on their experience in operating similar projects and the expected elements of their development team.

It is anticipated that upon receiving the RFP responses, the City's Selection Committee will review submissions and select a set of finalists for competitive negotiations based upon best value, determined by the extent to which those submissions meet the standards and qualifications contained in the Evaluation Criteria. At the conclusion of that process, the Selection Committee will recommend one of the finalists or multiple finalists as the Private Partner(s) for this Project.

## **1. Initial Review**

The Selection Committee will conduct an initial review of all submittals received for completeness. Proposals shall be completed in all respects as required by this RFP. A Proposal may be rejected if it is incomplete, contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the Proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City and Selection Committee, such information was intended to mislead the Selection Committee in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. The Selection Committee also reserves the right to waive minor technicalities or irregularities in Proposals if such action is in the City's best interest. Such waiver shall in no way modify the RFP requirements or excuse the Respondent(s) from full compliance with the RFP and applicable law. Statements made by a potential Private Partner shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

The Respondent, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate. Costs for developing Proposals or in connection with any interview or negotiation related to this RFP are entirely the responsibility of the Respondent and shall not be chargeable to the City.

## **2. Evaluation**

The City's Selection Committee will evaluate complete submittals based on the evaluation criteria, the small business preference, the reciprocal preference for resident bidders, and the qualified bidder preference, as outlined below. The City reserves the right to request additional information from Respondents and may elect to visit Respondents' completed projects.

The City reserves the right to require Oral Presentations/Demonstrations by some or all of the Respondents to verify or expand on the Technical or Cost Proposals. The City reserves the right to reject any or all proposals in whole or in part based on the oral presentations/demonstrations. The City reserves the right to not conduct oral presentations/demonstrations if they do not affect the final rankings.

## **3. Selection of Private Partner**

Following the interviews, the Selection Committee will recommend to the City the Respondent(s) for competitive negotiations. The City will select the final Proposal(s) that is most advantageous to the City.

## **B. EVALUATION CRITERIA**

The City will rely on the following criteria and corresponding weights to evaluate Proposals:

a. Technical Proposal Evaluation

<u>Criteria</u>	<u>Maximum Points Possible</u>
Financial Strength	100
Private Partner Expertise and Experience	100
Technical Proposal/ Attractions / Design Concept/ Work Plan	300
<b>Maximum Points Possible</b>	<b>500</b>

b. Cost Proposal Evaluation

<u>Criteria</u>	<u>Maximum Points Possible</u>
Proposed Cost of Solutions	300
<b>Maximum Points Possible</b>	<b>300</b>

c. Oral Presentation

<u>Criteria</u>	<u>Maximum Points Possible</u>
Presentation	200
<b>Maximum Points Possible</b>	<b>200</b>

d. Total Proposal Evaluation

<u>Criteria</u>	<u>Maximum Points Possible</u>
Technical Proposal	500
Cost Proposal	300
Oral Presentation	200
<b>Maximum Points Possible</b>	<b>1000</b>

**C. PREFERENCES AND CONDITIONS**

**1. Small Business Preference**

Preference will be given to a plan that includes the involvement of small businesses as subcontractors, to the extent that small businesses can provide services in a competitive manner, unless any preference interferes with the qualification for funds, as required under KRS 65.028(5)(k). Proposals must include a statement explaining the involvement of small businesses in the delivery of the Project or lack thereof.

**2. Reciprocal Resident Bidder Preference**

If the Selection Committee awards the same score to a resident bidder and a nonresident bidder, preference shall be given to the resident bidder, as required under KRS 65.027(2), KRS 45A.490

to 45A.494, and 200 KAR 5:400. Any Respondent claiming resident bidder status shall submit along with its response a notarized affidavit that affirms that it meets the criteria to be considered a resident bidder as set forth in KRS 45A.494(2), available at the following link: <https://finance.ky.gov/services/forms/Documents/Affidavit%20for%20Claiming%20Resident%20Bidder%20Status.pdf>. Respondents not claiming eligibility for resident bidder status shall indicate its state of residence.

### **3. Qualified Bidder Preference**

Preference shall be given to qualified bidders, as required under KRS 45A.470. Any Respondent claiming qualified bidder status shall submit a notarized affidavit that affirms that it meets the criteria, available at the following link: <https://finance.ky.gov/services/forms/Documents/Affidavit%20for%20Bidders%20Offerors%20and%20Contractors%20Claiming%20Qualified%20Bidder%20Status.pdf>.

### **4. No Contract Guaranteed**

Versailles reserves the right to request necessary modifications, reject any and all Proposals, reject any Proposal that does not meet any mandatory requirements under this RFP or applicable law, or cancel this process at any time prior to execution of the lease or P3 Agreement, according to the best interests of the City.

### **5. Local Government P3 Board Review May Apply**

The Commonwealth of Kentucky's Local Government P3 Board must review and approve any P3 Agreement with a total contractual value that exceeds 30% of Versailles's general fund revenues received in the previous year. The Local Government P3 Board is required to follow the procedures in KRS 65.028(12).

### **6. Legislative Approval Required**

If the City enters into a P3 Agreement under KRS 65.028 instead of a lease, the P3 Agreement will only take full effect if approved by the Commonwealth's Local Government P3 Board, if necessary, and executed by the Versailles City Council.

## **V. REQUIRED CONTRACT TERMS**

By responding to this RFP, Respondents agree to the following terms in the Agreement:

### **1. Contract Components and Order of Precedence**

The City's acceptance of the Private Partner's offer in response to the solicitation, indicated by signing the Agreement, shall create a valid contract between the Parties consisting of the following:

1. Any written Agreement between the Parties;

2. Any Addenda to the RFP;
3. The RFP and all attachments;
4. Procurement Statutes, Regulations, Policies, and Ordinances;
5. Any Best and Final Offer;
6. Any clarifications concerning the Respondent's Proposal in response to the RFP;
7. The Respondent's Proposal in response to the Solicitation.

In the event of any conflict between or among the provisions contained in the contract, the order of precedence shall be as enumerated above.

## **2. Final Agreement**

The contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this contract.

## **3. Contract Provisions**

If any provision of this contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the City and the Private Partner shall be relieved of all obligations arising under such provision. If the remainder of this contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

## **3. Modifications and Waivers**

No modification, change, or waiver of any provision in the contract shall be made, or construed to have been made, unless such modification or waiver is mutually agreed to in writing by the Private Partner and the City, and incorporated as a written amendment to the contract.

Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the contract.

If the Private Partner finds at any time that existing conditions made modification of the contract necessary, it shall promptly report such matters to the City for consideration and decision.

## **4. Changes in Scope**

The City may, at any time by written order, make changes within the general scope of the contract. No changes in scope are to be conducted except at the approval of the City.

## **5. Contract Conformance**

If the City determines that deliverables due under the contract are not in conformance with the terms and conditions of the contract and the mutually agreed-upon Project plan, the City may request the Private Partner to deliver assurances in the form of additional contractor resources and to demonstrate that other major schedules will not be affected. The City shall determine the



quantity and quality of such additional resources and failure to comply may constitute default by the Private Partner. The City reserves the right to award any contract to the next highest scoring Respondent, if the successful Respondent does not execute within a specified deadline the contract after selection of a preferred Private Partner.

#### **6. Assignment**

The contract shall not be assigned in whole or in part without the prior written consent of the City.

#### **7. Conformance with Laws and Regulations**

This contract is subject to the laws of the Commonwealth of Kentucky and, where applicable, Federal law. Any litigation with respect to this contract shall be brought in state or federal court in Woodford County, Kentucky.

### **VI. CONCLUSION**

Thank you for your interest in this Project. We are excited at the chance to creatively partner with an experienced entertainment company that can deliver high quality attractions for Versailles residents. We look forward to receiving and reviewing your Proposal.

0143600.0737283 4837-3997-2595v3  
9/17/2021 5:30 pm

## Attachment A

### Versailles Entertainment Complex Proposal Form

1. Name, address, phone number, and email address of person with authority to negotiate on behalf of Respondent:
2. If proposing a lease arrangement, proposed annual rent to City with escalations during the initial Term and any renewals: \$\_\_\_\_\_.
3. If proposing a lease arrangement and proposing a “percentage rent” payment, describe the proposed percentage rent payments, including (i) frequency, (ii) percentage, (iii) any revenue “floors” or “ceiling,” and (iv) any additional terms.
4. If proposing a lease arrangement, proposed allocation of “additional rent” if Respondent proposes any allocation other than a “triple net” lease arrangement; otherwise, indicate that respondent agrees to enter into a “triple net” lease arrangement with the City.
5. If proposing a P3 Agreement, lump sum cost to City: \$\_\_\_\_\_. Indicate any revenue sharing arrangement:
6. Proposed time allowed for initial fit-up: \_\_\_\_\_

7. Proposed entertainment attractions:

8. Proposed menu:

9. Proposed days and hours of operation:

10. Describe the proposed Term for the lease, including renewal terms; i.e. five years with option to renew for additional five years.

11. Describe your ability to provide this service for Versailles and surrounding communities.

12. Describe the estimated amount of investment into any fit-up. In addition to the preliminary renderings and diagram of attractions, describe your plans for the interior and exterior of the building.

13. Proposed number of new jobs created by Project: \_\_\_\_\_

14. Proposed number of existing jobs supported by Project: \_\_\_\_\_

15. Explain any guarantees or warranties you can provide the City.

16. Describe any other key contract terms or value-adds you can provide, such as a purchase option or a right of first refusal or first offer. Describe what “Versailles Day” could look like.