



POWELL COUNTY FISCAL COURT HOLLERWOOD OFFROAD ADVENTURE PARK PROJECT PUBLIC-PRIVATE PARTNERSHIP REQUEST FOR PROPOSALS

Proposal Due Date

May 2, 2025, 5:00 p.m. Eastern Time

Proposal Delivery Address

Powell County Industrial Development Authority
164 North Main Street
Stanton, KY 40380

RFP Point of Contact

Craig Dawson

Email: powellindustrial@bellsouth.net



Website : <https://hollerwoodpark.com>

TABLE OF CONTENTS

I.	Project Overview	3
A.	Executive Summary	3
B.	County Objectives.....	3
II.	Project Background and Specifications	4
A.	Brief Project Background	4
B.	Project Specifications	4
C.	Project Scope	7
D.	Duties and Responsibilities of the Private Partner	13
E.	Method of Oversight to be Employed by the County	14
F.	Duties and Responsibilities of the County	14
III.	Submission Process.....	14
A.	Proposal Contents	14
B.	Distribution of Responses.....	17
C.	Communications and Schedule	18
IV.	Selection and Evaluation Process	21
A.	Selection Process	21
B.	Evaluation Criteria	22
C.	Preferences and Conditions	23
V.	Required Contract Terms	24
VI.	Conclusion	26

I. PROJECT OVERVIEW

A. EXECUTIVE SUMMARY

Powell County (“Powell” or the “County”) currently owns Hollerwood Offroad Adventure Park and is accepting proposals (“Proposals”) to enter into a public-private partnership (“P3”) agreement (the “P3 Agreement”) to design, develop, build, finance, expand, operate and/or maintain the outdoor recreation and entertainment park and provide lodging for tourists and Park visitors (the “Project”) located in Powell County, Lee County Estill County and Wolfe County, Kentucky (“Project Site” or “Park”). The County seeks a highly qualified partner(s) (“Respondents” or “Private Partners”) to finance, improve, operate and/or maintain the Park to: (1) provide enhanced recreation and entertainment services, (2) lodging for the general public.



B. COUNTY OBJECTIVES

The County seeks to accomplish the following objectives with this Project:

1. Increase tourism in Powell County which will provide additional revenue for the Park and local businesses; and
2. Provide expanded high quality entertainment options for the general public; and
3. Provide lodging located at the Park; and
4. Achieve an optimal balance of risk allocation between the County and Private Partner; and
5. Create job opportunities

6. Develop and maintain a streamlined project schedule; and
7. Provide the County with a single point of accountability and collaboration for the design, construction, and operation of the Park. The single point of accountability is responsible for providing the County with complete resolutions to design, construction, operations and maintenance issues that may arise during all phases of Project execution.
8. Maintain, protect and preserve the natural resources and scenic beauty of the Park.
9. Provide a guaranteed payment structure to the County for the retirement of the debt associated with the purchase of the Park.



II. PROJECT BACKGROUND AND SPECIFICATIONS

A. BRIEF PROJECT BACKGROUND

This Project provides a unique opportunity to partner with Powell County to expand the existing Hollerwood Offroad Adventure Park which will enhance recreational and entertainment opportunities and lodging for the general public. The 2800+ acre Park, which is located in close proximity to the beautiful Red River Gorge, has been in operation since

2019, offering access to trails for motorized vehicles and primitive camping. At this time, approximately 9500 permits are issued annually to motorized vehicles for trail riding with an estimated 25,000 people visiting the park.

The world-renowned Red River Gorge located in the Daniel Boone National Forest has amazed visitors ever since Boone himself first set foot here in the late 1700s. Today, “The Red” consistently ranks among the top climbing and rappelling destinations in the world, with rock formations ranging from rugged cliffs to natural bridges to the largest collection of sandstone arches east of the Rockies. Hiking, fishing, canoeing and kayaking are other popular activities that contribute to the estimated 750,000 visitors each year that visit the region.



Southern Living magazine recently recognized the area in its 2024 top 10 list of places to visit in the South! <https://www.southernliving.com/editor-favorite-travel-destinations-2024-8748938> The Park has direct access to the Daniel Boone Back Country Byway, and is in close proximity to the Red River Gorge National Scenic Byway.

Hundreds of thousands of tourists travel to our region annually and we have room to expand. Powell County is accepting P3 proposals so that more people will visit and plan to stay at Hollerwood Offroad Adventure Park.

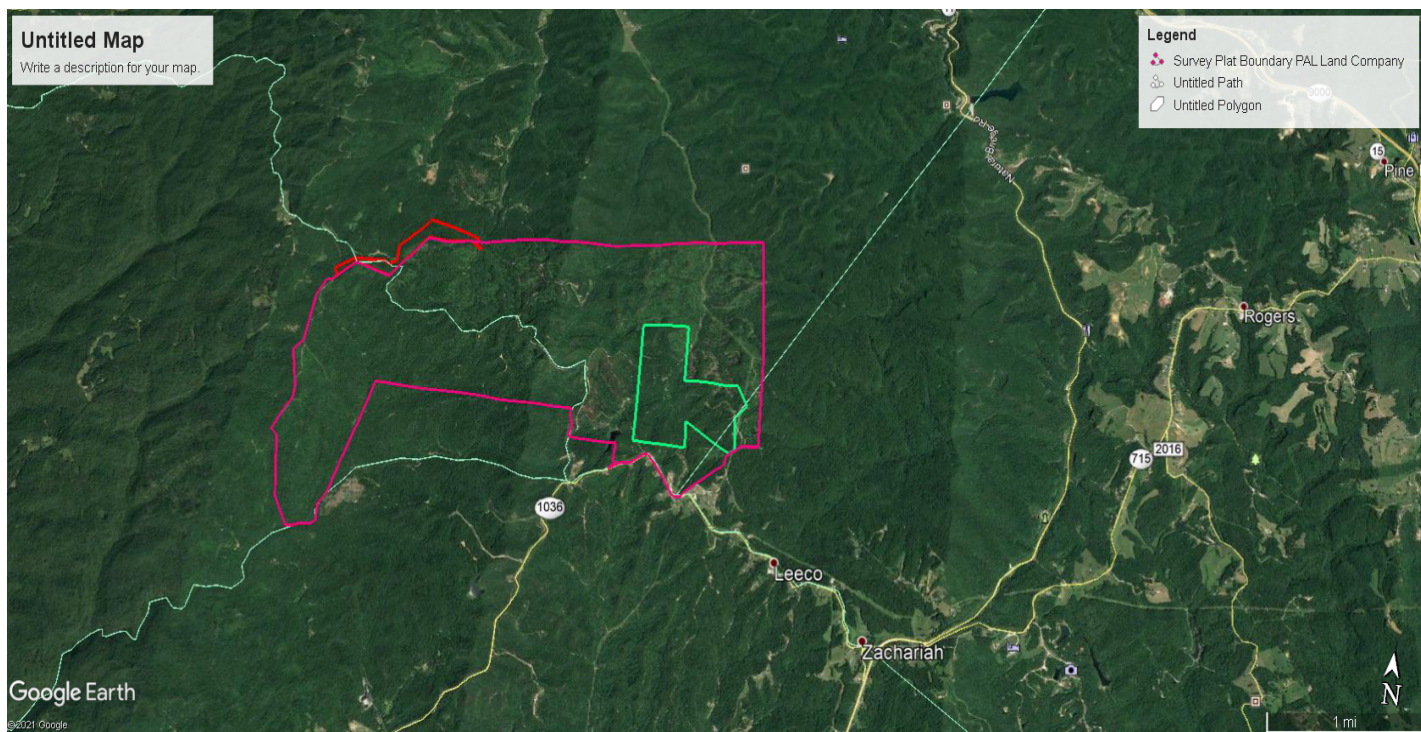
B. PROJECT SPECIFICATIONS

The Project consist of Expanded Recreational and Entertainment Activities, Construction of Cabins for Lodging and Expansion of Campground Facilities, as well as, ongoing operations of the Park. All proposals should consider and plan for general infrastructure needs of the Park.

As Respondents prepare their responses, they should reference the Project Assumptions set forth under Appendix I. These assumptions provide additional technical detail pertaining to the overall structure that the County is contemplating with respect to the Project as well as certain conditions that Respondents should consider when developing their responses.

The County is highly motivated and interested in partnering with a team who is willing to invest time, energy and financial resources into the Project as described below.

The aerial image and rendering below provide a visual of where the various components are to be located in the Park.



C. PROJECT SCOPE

The County welcomes creative Proposals that take full advantage of all applicable financial incentives, tax credits, and other arrangements. Respondents may propose financing for a range of amounts and terms or for a maximum amount and term. Respondents should assume the County will provide no funds up front and the County will not make payments to the Private Partner from County appropriations. Respondents are encouraged to propose revenue-generating uses of the Park to offset the costs of the Project.



Respondents should know that Powell County has been awarded various Regional Trails Program grants (the “Grants”) for improvements to the Park. The funding from the Grants is for various items, including but not limited to new trail construction and trail maintenance at the Park. The Private Partner will be required to abide by any and all laws, rules and regulations associated with the use of the Grant funds. See Grant awards in Appendix II.

The County seeks proposals to design, develop, finance, construct, manage and maintain additional recreational and entertainment activities at the Park, as well as construct a diverse blend of lodging opportunities and expand the campground facilities at the Park.

Expansion of Recreational and Entertainment Activities

The County desires the Project Site to be used to provide public recreation and entertainment opportunities for residents of all ages and to further the County’s objectives. Potential attractions for public recreation and entertainment, and any lawful uses relating to recreation and entertainment may include but are not limited to Offroad Vehicle and ATV trail riding, horseback riding, mountain biking, hiking, rock climbing, concerts, lodging, cabins, food trucks, convenience stores, restaurants, mechanics shops and retail stores.



Construction of Lodging and Expansion of Campground Facilities

The County seeks proposals to design, develop, finance, construct, manage and maintain new a diverse mix of lodging options at the Park and expansion of the existing primitive camping facilities currently available to the public. Respondents should know that there is limited access to public utilities at the Park and the County will not assume the cost of utility infrastructure. See Appendix for list of utility companies providing service. The Private Partner should demonstrate a knowledge of infrastructure needs and include a plan to develop infrastructure. Respondents are urged to explore and consider use of public funds/grant opportunities.



The Respondent should consider some or all the following types of activities for the Park:

1. Expanded trails for motorized vehicles
2. Single Track Trails for motorcycles and mountain biking
3. Hiking trails
4. Mountain/rock climbing

5. Zip Line/Alpine Slide
6. Fishing
7. Retail shop/Dining
8. Canoeing and Kayaking
9. Amphitheater for concert and other outdoor events
10. Offroad training and equipment testing facility
11. Cabins and other lodging options
12. Improved campground facilities
13. Offroad equipment rental and maintenance
14. Offroad skills training
15. Vehicle and Product testing



Proposals may include additional uses of the Project Site not listed in the RFP in furtherance of the County's objectives, to include additional revenue-generating uses.



Proposals for the Project must also address the following elements:

1. The existing trails are or will be subject to certain restrictions imposed by the Federal Highway Administration related to the Grants.
2. Professionally prepared conceptual design or plan for improvements should be high quality and complement the existing infrastructure and terrain.
3. Proposals should include a management plan for the Park, including onsite personnel, a maintenance and repair plan and a replacement plan for capital expenditures.
4. Proposals should include proposed material terms for a P3 agreement, including (i) management fees, (ii) proposed term with renewals, (iii) comprehensive insurance coverage(s), (iv) allocation of revenues between the County and the Private Partner, and (v) required annual payments required to retire County's debt associated with the purchase of the Park.
5. Proposals may include additional uses and activities not listed in the RFP.
6. Proposals must include a comprehensive project budget with a "sources and uses" for the financing of the capital improvements and the acquisition of any equipment.

7. Proposals must include a project operating proforma that includes corresponding line items under each of the following categories: (i) projected gross revenues, (ii) projected expenses; and (iii) projected net revenues.
8. Proposals must include provision for Park security and enforcement all applicable laws, rules, regulations and Park policies.
9. Proposals should include a provision for Park marketing and social media.
10. Proposals should address Park boundary issues to alleviate concerns of neighboring property owners.
11. Proposals must include an analysis and plan for general infrastructure at the Park, including utilities, road and parking facilities.



D. 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 contractor 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 contractor 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 County, as required under KRS 65.028(5)(b).
4. If applicable, provide County 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 as required under KRS 65.028(5)(d).
5. Maintain public liability insurance or self-insurance in a form and amount satisfactory to the County 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). See attached insurance requirements located in Appendix III.
6. Respond to contractual operational or maintenance requests within an agreed upon time.
7. Design all facilities to be ADA accessible and up to current Project Site code standards. Entrances to the Project Site should account for the accessibility needs of employees and customers.
8. Participate in scheduled reviews of the Project's performance with the County and its designees. If the P3 Agreement includes revenue or cost sharing, these reviews will include inspecting the Private Partner's financials related to the Project including an annual audit of the books and records related to the Park.
9. Reasonably respond to the County's requests for information on the Project's status.
10. The Private Partner must pay for a feasibility study that addresses all requirements in 200 KAR 5:355(2)(2). The County 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.

11. Coordinate all Project press engagements through the County's designee.

E. METHOD OF OVERSIGHT TO BE EMPLOYED BY THE COUNTY

1. The Park is and will be overseen and monitored by a local board (the "Hollywood Park Board" or the "Board") and an Executive Director appointed by the Powell County Judge Executive with the approval of the Powell County Fiscal Court. County/Board employees, representatives, and other designees, to include outside consultants, will monitor the Project's progress and performance.

2. The County and/or the Board will request information from the Private Partner, inspect the Project, and interview personnel as necessary to ensure the Private Partner is meeting its obligations.

3. The County and/or the Board will hold regularly scheduled reviews of the Project's performance with the Private Partner. If P3 Agreement includes revenue or cost sharing, these reviews will include inspecting the Private Partner's financials related to the Project.

F. DUTIES AND RESPONSIBILITIES OF THE COUNTY

The County will assume the following duties and responsibilities:

1. Oversee the Project as outlined in this RFP.

2. Coordinate with the Private Partner to apply for and secure any necessary permits, licenses, financial incentives, grants 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 the 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:

PART I: General Information

1. Cover Letter

2. Private Partner Information
3. Experience and References
4. Financial History
5. Financial Statements
6. Eligibility for Preferences

PART II: Project Proposal Information

- a. Management Proposal and Project Proforma
- b. Operative Agreement(s)
- c. Conceptual Development Plan

1. Cover Letter

Include a cover letter which outlines the overall capability of the development team, including any partnerships considered for the Project and a succinct summary of their collective ability to design, finance, construct, operate and maintain the Project.

2. Private Partner Information

Include a summary statement highlighting the Respondent's respective key qualifications and experience. Clearly identify the proposed Private Partner Team members and their respective roles and the individual team members to be dedicated to the Project. Identify the principal point of contact/Project manager who will be authorized to make representations on behalf of the Respondent. If multiple entities are involved, please 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.

3. Experience and References

Provide a description of projects that highlight the Private Partner Team's experience in comparable or analogous projects and projects where team members have collaborated in the past.

Provide at least three (3) references, within the past five (5) years/seasons, 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.

4. Financial History

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).

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.

5. Financial Statements

Respondents must provide either annual financial statements audited by independent certified public accountants demonstrating a viable going concern, or if not available, other financial statements, demonstrating to the satisfaction of the County, sufficient financial backing and ability to perform the Project.

Respondents must provide bank references for the Private Partner members. It must include name, address, and current telephone number of the given financial institution(s). This should include a signed authorization for release of financial information from each bank listed.

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

All financial information can be marked as CONFIDENTIAL- TRADE SECRETS.

6. 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.

PART II

1. Management Proposal and Project Proforma

Respondents should outline the proposed management and operations proposal that describes how the Respondent proposes to manage, operate and maintain the Project during the term of any Agreement. This proposal should include key personnel as well as any sub-contractor arrangements that the Respondent is contemplating.

The Project Proforma should provide an overview of the projected financing performance of the Project upon completion. The Project Proforma should identify each of the following categories together with applicable line items: (i) projected gross revenues, (ii) projected expenses, and (iii) projected net revenues. Expenses should include any debt service obligations identified under the financing proposal as well as rent or management fees, as applicable and the County Administration Fee described under Appendix I.

2. Operative Agreement(s)

Respondents should indicate their preferred form of operative agreement for the Project and also propose corresponding material terms for the operative agreement. Material terms should include (i) the term of the agreement with renewals, and (ii) management fees. The County will not be bound to enter into any agreement proposed by a Respondent and reserves the right to propose an alternate operative agreement.

3. Conceptual Development Plan

Respondents should include a conceptual development plan that identifies the types of infrastructure and construction to be developed in the general location. All plans should be prepared by a licensed professional engineer.



B. DISTRIBUTION OF RESPONSES

In order to be considered for selection, Respondents should submit a complete response to the RFP. One (1) original, ten (10) copies, 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.

The Responses should be placed in a sealed envelope or package for submittal marked

“Hollerwood Offroad Adventure Park RFP.” All responses shall be received and time-stamped in the Powell County Industrial Development Authority office located at 164 North Main St, Stanton KY 40380 no later than 5:00 p.m. (Eastern Time) on April 25, 2025. Proposals received after this time will not be opened.

1. Proprietary or Confidential Documents or Trade Secrets

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.

2. Disposition of Proposals

All Proposals become the property of the County. The County reserves the right to use any and all of the ideas presented in any reply to this RFP. The successful Proposal shall be incorporated into the resulting contract by reference. Disposal of unsuccessful Proposals shall be at the discretion of the County.

3. 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).

C. 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 County shall reserve the right to disqualify the Respondent’s Proposal.

2. Anticipated Schedule

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

Issuance of RFP:	March 12, 2025
Pre-Proposal Meeting and Site Visit:	March 26, 2025 @ 10 a.m.
Written Questions Due:	April 16, 2025
Response to Written Questions:	April 23, 2025
Private Partner Proposal Due:	May 2, 2025
Oral Presentations:	May 14, 2025

Selection of Private Partner(s):

Week of May 28, 2025

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 County will host a pre-proposal meeting at the Powell County Emergency Operations Center located at 33 Commerce Drive, Stanton, KY 40380 at 10 a.m. EST on March 26, 2025. A Site Visit will take place following the meeting. The County will have representatives available to answer any questions related to the Project Site and potential opportunities in connection with the RFP.

The County will make a good faith effort to answer 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 powellindustrial@bellsouth.net and indicating how many attendees the County should expect.

4. Written Questions Regarding this RFP

Respondents are encouraged to submit written questions to the RFP Point of Contact via email at powellindustrial@bellsouth.net.

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 County shall respond to salient questions in writing by issuing an addendum to the solicitation. Addenda shall be posted to the County website at Respondent agrees that County will not be responsible for any oral responses to questions.

5. Access to Solicitation, RFP, and Addenda

The County 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 the County's website at www.powellcountyky.us. In the event of any conflict or variation between the solicitation or modification as issued by the County 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 Powell County Clerk/Treasurer.



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 Board 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 Board will recommend one of the finalists or multiple finalists as the Private Partner(s) for this Project.

1. Initial Review

The Board 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 County and Board, such information was intended to mislead the Board in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. The Board also reserves the right to waive minor technicalities or irregularities in Proposals if such action is in the County'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 County.

2. Evaluation

The Board 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 County reserves the right to request additional information from Respondents and may elect to visit Respondents' completed projects.

The Board 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 Board reserves the right to reject any or all proposals in whole or in part based on the oral

presentations/demonstrations. The Board 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 Board will deliver a copy of all Proposals and recommend to the County the Respondent(s) for competitive negotiations. The County will select the final Proposal that is most advantageous to the County.

B. EVALUATION CRITERIA

1. Criteria for Proposals

The County 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 & Experience	100
Job Creation	100
Technical Proposal/ Attractions	300
Maximum Points Possible	600

b. Cost Proposal Evaluation

<u>Criteria</u>	<u>Maximum Points Possible</u>
Proposed Cost of Solutions	200
Maximum Points Possible	200

c. Oral Presentation

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

d. Total Proposal Evaluation

<u>Criteria</u>	<u>Maximum Points Possible</u>
Technical Proposal	600
Cost Proposal	200
Oral Presentation	200
Maximum Points Possible	1000



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/office-of-the-secretary/FinanceForms/Affidavit%20for%20Claiming%20Resident%20Bidder%20Status.pdf>.

Respondents not claiming eligibility for resident bidder status shall indicate their 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/office-of-the-secretary/FinanceForms/Affidavit%20for%20Bidders%20Offerors%20and%20Contractors%20Claiming%20Qualified%20Bidder%20Status.pdf>.

4. No Contract Guaranteed

County 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 P3 Agreement, according to the best interests of the County.

5. Local Government P3 Board Review

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 the County'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. FHWA approval

The County has previously been awarded certain Recreational Trails Program ("RTP") grants for improvements to the Park. Any improvement, plan or construction proposed by a Respondent shall be subject to approval by the Board to meet any Federal Highway Administration requirements.

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 County'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(s) 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 County 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.

4. 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 County, 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 make modification of the contract necessary, it shall promptly report such matters to the County for consideration and decision.

5. Changes in Scope

The County 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 County.

6. Contract Conformance

If the County 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 County 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 County shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Private Partner. The County 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.

7. Assignment

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

8. 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 Powell County, Kentucky.



VI. CONCLUSION

Thank you for your interest in this Project. The County looks forward to reviewing responses to this RFP and for a chance to work with an experienced company to deliver high quality outdoor recreational attractions for Powell County residents and the general public. We look forward to receiving and reviewing your Proposal.

APPENDIX I

UNDERLYING ASSUMPTIONS AND VARIABLES

i. Administration Fee

Proposals should include a fee equal to 2% of the total Project costs (the “County Project Fee”) to offset the County’s expenses for the professional services associated with this Project at financial closing.

ii. Impact of Federal Funds on Project

Respondents should indicate the differences in the Project’s costs and timeline if the County were to utilize federally sourced funds toward this Project compared to other sources of funds.

iii. Feasibility Study

In the event the Project is delivered as a P3 under KRS 65.028, the Private Partner must pay for a feasibility study that addresses all requirements in 200 KAR 5:355(2)(2). The County retains final approval authority over which entity conducts the study. The study must be complete within 21 days after negotiations are completed.

iv. Financing

Respondents should assume the County will provide no funds up front and the County will not make payments to the Private Partner from County appropriations. Respondents are encouraged to propose revenue-generating uses of the Project site to offset the County’s costs of the Project.

The County also reserves the right to substitute its own financing options for any portion of the Project.

v. Efficiencies

Respondents who submit multiple types of Proposals are welcome to articulate the benefits to the County of selecting those Proposals from the same Private Partner team.

vi. Utilities

Electric: Licking Valley RECC, West Liberty KY 606.743.3179

Water: No available city water. Closest water is Campton Waterworks at the Wolfe/Powell County Line. Campton City Hall Contact: 606.668.3574

Sewer: None available

Gas: None available

Internet: Via Cell or Satellite

APPENDIX II

Grant awards.

RTP GRANT APPLICATIONS TOTALS PER YEAR INCLUDING MATCHING FUNDS

2021: \$101,000 APPROVED

2022: \$294,000 APPROVED

2023: \$270,000 APPROVED

INSURANCE

Upon Execution of a P3 Agreement, the Private Partner shall deliver to the Board certificate(s) from the Private Partner's insurers certifying policy number, expiration dates, limits, etc., which certificate(s) shall provide that the policies represented thereon shall neither be canceled, altered, or changed until ten (10) days after actual receipt by the Board of written notice from the insurer of its intention to make such cancellation, alteration or change. The Private Partner shall procure and maintain in force worker's compensation insurance, employer's liability insurance, comprehensive general liability insurance, automobile liability insurance and all insurance required of the Board or under the P3 Agreement. The required policies shall be obtained from insurance companies with and A.M. Best Financial Strength Rating of no less than "A-". The Private Partner shall maintain at least the following limits of insurance coverage:

(I.) General Liability

Coverage Details:	Commercial General Liability (must be maintained for at least 5 yrs or as required by contract) Occurrence Form- Per Project/Location Aggregate Limit Contractual Liability Explosion, Collapse, and Underground Liability (if applicable) Completed Operations Coverage Broad Form Property Damage Independent Contractors
Limits of Insurance:	\$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate (must be maintained for at least 5 yrs or as required by contract) \$1,000,000 Personal & Advertising \$1,000,000 Each Occurrence

(II.) Automobile Liability

Coverage Details:	All Owned, Leased, Non-owned & Hired vehicles,
Limits of Liability:	\$1,000,000 per accident

(III.) Excess or Umbrella Liability

Limits of Liability:	\$1,000,000
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(IV.) Workers Compensation

Coverage Details:	Statutory Coverage in Kentucky or “all states” coverage. Applicable Federal (i.e. Longshoreman’s Statutory) if applicable.
Limits of Liability:	\$1,000,000 Each Accident Bodily Injury \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease

The Private Partner shall provide the Board with a certificate of insurance certifying that the required insurance policies are effective and will not be cancelled during the term of P3 Agreement. In addition, the Private Partner shall procure and maintain insurance coverage, endorsements and policy limits as shall be acceptable to the Board, providing coverage for all exposures to liability for pollutants, hazardous materials, and environmental hazards. Subcontractor is required to obtain a waiver of Subrogation on the CGL, Business Automobile, Workers’ Compensation and Umbrella Liability policies.

The Board and Powell County shall be named as an additional insured on each of these policies except for worker’s compensation. All applicable additional Insured Standard Endorsements are required. All policies with the exception of workers compensation shall include a waiver of subrogation. The Private Partner shall maintain in effect all insurance coverage required under the P3 Agreement at the Private Partner’s sole expense and with insurance companies acceptable to the Board and shall provide the Board with written proof of such coverage at the Board’s discretion. This insurance coverage provided by the Private Partner shall be primary and non-contributory to any other insurance. Thirty (30) days notice of cancellation is required. Builder’s Risk/Installation Floater (if required) in an amount equal to the cost of proposed construction.