



Boone County, Kentucky

REQUEST FOR PROPOSALS # BCFY22-24

OPERATION OF BOONE'S LANDING MARINA

ACCEPTANCE DATE: **NOVEMBER 23, 2021, 2:00 pm "local time"**

ACCEPTANCE

PLACE:

Boone County Fiscal Court
2950 Washington Street
PO Box 960
Purchasing Agent/ Finance Office
2nd Floor Administration Building
Burlington, Kentucky 41005

Requests for information related to this Invitation should be directed to:

Matthew Webster, Assistant County Administrator
Mwebster@BooneCountyKY.org/ 859-334-3509

Issue Date: November 4, 2021

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT OUR OFFICE AS SOON AS POSSIBLE.

NOTICE

The Boone County Fiscal Court will receive sealed proposals in the Finance Department c/o County Purchasing Agent, Second Floor, Administration Building, 2950 Washington Street, Burlington, Kentucky 41005, **until 2:00 p.m. (local time), November 23, 2021** from individuals or firms detailing qualifications for the **Operation of Boone's Landing Marina**. Proposals will be opened and publicly read aloud at that time in the Fiscal Courtroom, First Floor, Administration Building. These proposals should be a comprehensive accounting of the respondent's history, capability, available resources, vision, financial investment and proposed services for operating the County-owned landing and marina. Late, electronically submitted or facsimile proposals will not be accepted.

PROPOSAL ENVELOPE MUST BE LABELED: "SEALED PROPOSAL: OPERATION OF BOONE'S LANDING MARINA." Envelopes must also be labeled with the name and address of the vendor submitting the proposal.

Specifications may be obtained in the Office of the Assistant County Administrator, 2950 Washington St, Second Floor Room 205, Administration Building, 2950 Washington Street, Burlington, KY 41005 or by visiting our website at www.boonecountyky.org/publicnotices

Boone County reserves the right to reject any and all proposals, to waive any informalities and to negotiate for the modifications of any proposal or to accept that proposal which is deemed the most desirable and advantageous from the standpoint of customer value and service and concept of operations, even though such proposal may not, on its face, appear to be the lowest and best price. No proposal may be withdrawn for a period of thirty (30) days after scheduled time of receipt of proposals.

INTENT

Whenever a specific "Brand Name" is used in these specifications, it is used for descriptive purposes only. The Boone County "Operation of Boone's Landing Review Committee" shall be the sole judge of whether a Proposal meets the intent of these specifications.

KENTUCKY PREFERENCE LAW

The scoring of proposals is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries. *Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.

SPECIFICATIONS

1. GENERAL INFORMATION/ HISTORY

Boone County, Kentucky, invites the submittal of written proposals demonstrating qualifications of individuals/companies that specialize in the operation of marinas, boat landings and/or outdoor recreation facilities to manage all facets of the operation of Boone's Landing. Qualifications of the proposer may demonstrate the ability and desire to manage such services via sub-contracting required services. The Landing is an outdoor recreation facility that includes a dock, marina, campground sites and bathroom facilities and is located at 14036 Boat Dock Road, Union, KY 41091.

In the 1960's Big Bone Access Site and campgrounds were developed by the National Park Service and U.S. Army Corps of Engineers to provide access to the Ohio River for fishing and boating. The property consists of approximately 42 acres and is fronted by Big Bone Creek which provides a navigable waterway to the Ohio River at mile 516.8. Around 1986, the Boone County Fiscal Court entered into an agreement with an operator who managed the Marina through a series of multi-year leases up and until present. This series of agreements required the operator to pay the County a percentage of annual gross sales resulting from Operator's business conducted in, upon, or from the leased premises.

The Boone County Fiscal Court received fee simple ownership over the property in question on December 19th, 2005 from the Federal Government as part of the Federal Lands to Parks Program of the United States Department of the Interior, National Parks Service. The property was purchased strictly for public use and enjoyment. The County has determined that operation by a private party is an appropriate policy to ensure use and enjoyment of the property by the public.

The current agreement will expire on March 31, 2022. The County desires to identify a preferred candidate via this Request for Proposals and, once authorized by the elected body, enter into detailed proposal and contract negotiations with the goal of finalizing an agreement for services to begin on or about April 1, 2022.

2. OVERVIEW

Boone County Fiscal Court is requesting proposals from all interested parties outlining qualifications to provide operating services of the county-owned Boone's Landing Marina (Boone's Landing is a proprietary name and hereinafter referred to as Landing). The County is seeking a motivated operator interested in creating a full-service marina and docking area with innovative ideas in providing exceptional services and recreational operations for Boone County residents and the general public. The term of this agreement will be based on the suggested investment and overall vision being proposed by the potential operator but shall not be less than three (3) years or more than five (5) years. Proposals will be evaluated based on the thoroughness of the proposer's ability to demonstrate the requisite qualifications and capacity to operate the

marina consistent with the desired vision of the county as well as other criteria set forth in this RFP. At a minimum, proposals shall contain a sample business plan, as well as documentation that demonstrates the qualifications to manage such an enterprise. The County will entertain a well-developed proposal that outlines the conceptual ability to ensure delivery of the stated vision via oversight of a sub-contractor if such an arrangement is desired by the proposer and the proposal identifies a viable vision and experience to meet the goals of the County and deliver high quality services under such an arrangement. The successful proposer must be familiar with and have the ability to work with the U.S. Army Corps of Engineers and other governmental agencies in obtaining all permits required for operating a marina and use of the navigable waterways.

The property has a small sewer treatment facility that serves the facility. The operator should demonstrate the ability to arrange for the proper certifications, testing and required licensing for the continued operation of the treatment facility.

3. PROPERTY DESCRIPTION

This County owned facility consists of approximately 42 acres bordering Big Bone Creek. Big Bone Creek provides navigable waterway access to the Ohio River for fishing and pleasure boat traffic. Current amenities of the property include a large boat ramp with parking, indoor and outdoor boat storage facilities, campgrounds with restroom and shower facilities, a sewage treatment plant and a modular home for on-site residence/management. The adjoining creek provides many retail opportunities for serving the boating public. The referenced property is located at 14036 Boat Dock Road, Union, Kentucky 41091. The campgrounds are available for use as a revenue-generating activity and may be included or not included in the Pro-forma at the option of the proposer.

4. SPECIFICATIONS

The services desired are set forth in this Request for Proposals. Representatives of the Boone County Fiscal Court will review the submitted proposals of each party. The Fiscal Court reserves the right to amend the specifications. Amendments will be available on the County website. Obtaining amendments is the responsibility of offering party, not the County.

5. NOTICE

Pursuant to the provisions of KRS 45A.343, the contractor or vendor is required to reveal to the County any final determination of a violation of KRS Chapters 136, 139, 141, 337, 338 and 342 by the contractor or vendor within the previous five (5) years; and further that said contractor or vendor has been and is in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 341, and 342 for the duration of the contract. The failure of a contractor or vendor to reveal a final determination of a violation to a local government, or to comply with the statutory requirements, is considered grounds for cancellation of a contract and disqualification of the contractor or vendor from eligibility for any County contracts for a period of two (2) years.

The Boone County Fiscal Court reserves the right to reject any and all submissions and to waive formalities.

6. QUALIFICATIONS

All interested parties must possess all federal, state and/or local required licenses to engage in the practice of consulting services in the Commonwealth of Kentucky.

7. SCOPE OF WORK

The scope of work for the successful party includes, but is not limited to, complete operation of the Landing as a seven (7) day per week operation at a minimum from May 1- October 1. The operator selected through this process will be expected to provide sufficient upfront investment for funding of capital improvements and labor involved in bringing the facility into operation; however, the successful proposer may include required capital items provided by the County to initiate the term of the agreement during negotiation. The operator shall be required to complete any proposed facility improvements within the proposed timeframe. The operator shall be required to provide on-site management of the property on a continuous basis. On-site duties will include, but not be limited to staffing boat launches, collecting fees, providing security, and managing the assignment of campsites (if camping is proposed). The Operator shall also be strongly encouraged to provide other recreational boating support services such as fuel stations, food and beverages, and boat storage and other services proposed by the operator and approved by Boone County Fiscal Court. The operator will be responsible for all utilities associated with the operation of the facility. The County supports the operation of the Landing by providing maintenance for fixed assets and capital improvements retained by the County.

The submitted proposal for the Request for Proposals should demonstrate the experience, capacity and expertise to accomplish the scope of work required by the operator.

8. GOALS OF LEASE AGREEMENT

Any Agreement reached as a result of this RFP process shall be for the exclusive rights to operate the Landing. The proposal judged to best demonstrate the qualifications of the proposer to manage the facility will be recommended to the Fiscal Court and, with the approval of the Court, continue to exclusive negotiations with the goal of developing a specific proposal for operation of the marina that is accepted by the County and results in a management agreement. The Boone County Fiscal Court will enter into an agreement to lease property to operator in order to provide the public with marina, boat dock and recreation facilities that are safe, maintained in satisfactory condition, and available to the general public at competitive prices. The term of this agreement will be based on the proposed investment and overall vision being proposed by the potential operator but shall not be less than three (3) years or more than five (5) years.

9. FINANCE PLAN/ PRO-FORMA

The proposal shall include a finance plan/ Pro-forma that outlines the financial resources available for initial capital investment and operation of the Landing.

10. INSURANCE

At the commencement of this lease, and during the term of the Lease, the Lessee shall at its own costs and expense maintain a policy or policies of insurance with a solvent and responsible company or companies, insuring the Lessor and Lessee, against public liability covering the leased premises and the use and operation thereof with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) of single limit blanket coverage for personal injury and property damage, One Million Dollars (\$1,000,000.00) aggregate liability coverage for personal injury and property damage, and in addition Lessee is to provide One Thousand Dollars (\$1,000.00) single incident medical or first aid liability coverage. Such insurance shall specifically insure the Lessee against all liability assumed by it hereunder as well as liability imposed by law and shall insure the Lessor and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for the two parties. The insurance policy is to be in a form and with a company acceptable to the Lessor. Each policy is to be delivered to and held by the Lessor. Lessee agrees to pay all premiums promptly and shall furnish Lessor with evidence that premiums have been paid within five (5) days after the date said premium was due, and to furnish a renewal policy less than ten (10) days prior to the date of the expiration of any policy. In the case of any default by Lessee, Lessor may procure and pay for said insurance and may recover any amount paid as additional rent which shall be due and payable forthwith.

The lessee's concessionaires or vendors, at the commencement of operating under the terms of this lease, shall obtain liability insurance from a reputable insurance company. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting there from, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the sub lessees and licensees under the terms of this lease. The lessee shall require any insurance carrier or carriers to furnish to the County Administrator a copy of the policy or policies, or, if acceptable to the County Administrator, certificates of insurance evidencing the purchase of such insurance.

The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The Lessee shall require that the insurance company give the County Administrator thirty (30) days written notice of any cancellation or change in such insurance. The County Administrator may require closure of any or all of the premises during any period for which the Lessee does not have the required insurance coverage

11. EXPERIENCE AND QUALIFICATIONS

Expertise of the individual/firm shall be demonstrated by proof of past successes/qualifications in providing similar services or transferable skillsets to meet required elements as described in this Request for Proposals. The proposals will be evaluated on knowledge, experience and success of

these similar or equivalent services. Boone County is seeking an operator that can demonstrate the following list of required qualifications:

- A. Must demonstrate appropriate experience in a similar/equivalent enterprise;
- B. Must meet all of the requirements to conduct business in Boone County and the Commonwealth of Kentucky;
- C. Must demonstrate ability to perform the elements outlined in the Request for Proposals and specifically, be able to deliver the elements listed in the scope of work;
- D. Provide all required materials and documents outlined in this RFP;

If applicable, the firm should provide a list of potential conflicts of interests due to personal interests or work done for others.

12. MINIMUM REQUIREMENTS TO BE INCLUDED IN SUBMISSION

The Proposal/ response must address all elements listed in this document. The proposer must have experience in operating a marina or demonstrate ability through experience in operating a similar/equivalent enterprise. The proposer should demonstrate knowledge/experience of current and future trends in managing outdoor recreation facilities and should provide documentation of such knowledge/experience. The proposal must include a financial model/Pro-forma that addressed financial elements outlined in this request for proposal.

All submissions shall be signed and guaranteed that he/she is authorized by the firm to submit the response to this RFP response.

13. PROPOSAL SUBMISSION INFORMATION

Submission Date and Time: November 23, 2021, 2:00pm “local time”

One (1) original & three (3) copies must be submitted to the Office of Finance, c/o Purchasing Agent, Second Floor, Administration Building, 2950 Washington Street, Burlington, Kentucky 41005, by the above referenced submission date and time. Late, electronically submitted or facsimile proposals will not be accepted.

Questions regarding this Request for Proposals should be directed to:

Matthew Webster, Assistant County Administrator
mwebster@boonecountyky.org / 859-334-3509

Clearly mark the submittal with the title of this RFP and the name of the responding individual or firm. Only those RFP responses received prior to or on the submission date and time will be considered.

14. PROJECT AWARD PROCESS

Boone County reserves the right to evaluate all submitted proposals and to recommend a candidate based on the submission deemed to be in the best interest of the county. The Review Committee will be assigned the task of reviewing, critiquing, scoring and recommending a preferred proposal. This solicitation is a Request for Proposals and thus the submitted proposal should demonstrate the ability and qualifications to deliver the required services and meet the stated goals in this RFP. The County, through the review committee, at its sole discretion, shall determine whether particular Proposers have the basic qualifications and experience to conduct the desired operating services for the Landing. The ultimate responsibility for determining the exclusive negotiating partner shall rest with the staff of the Boone County Fiscal Court. The Boone County Fiscal Court reserves the right to accept, accept in part or reject any or all proposals at its discretion.

The staff committee, when evaluating each proposal, shall consider the following criteria (not weighted equally):

1. Completeness of submitted proposal and adherence to stated criteria in this RFP (25%);
2. Experience and Knowledge of Operating Marina/Outdoor Recreation Facility (20%);
3. Identification of financial capacity to successfully meet the required elements of the RFP (15%);
4. Ability to provide required services (20%);
5. Overall quality of the submitted proposal (20%).

Once an exclusive negotiating partner is identified by the Fiscal Court, the County will request a more detailed plan/proposal specific to the operation of the marina and may conduct interviews or request a formal presentation in furtherance of negotiating an operating agreement. Final terms of an agreement will be presented to the Boone County Fiscal Court for approval.

Terms and Signature Sheet

In compliance with this Proposal and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying proposal is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud. I hereby certify that I am authorized to sign this proposal for the Proposer.

NAME OF PROPOSER: _____ DATE: _____

ADDRESS: _____

FEDERAL ID #: _____
(Attached W-9)

SIGNATURE: _____

OFFICIAL TITLE: _____

PHONE (____) _____ FAX (____) _____

KENTUCKY PREFERENCE LAWS

The scoring of bids/bids is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries. ***Vendors not claiming resident bidder or qualified bidder status need not submit the corresponding affidavit.**
Reciprocal preference for Kentucky resident bidders

KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.

As used in KRS 45A.490 to 45A.494:

- (1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and
- (2) "Public agency" has the same meaning as in KRS 61.805.

KRS 45A.492 Legislative declarations.

The General Assembly declares:

- (1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and
- (2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

- (1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.
- (2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:
 - (a) Is authorized to transact business in the Commonwealth; and
 - (b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.
- (3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.
- (4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- (5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.
- (6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.
- (7) The preference for resident bidders shall not be given if the preference conflicts with federal law.
- (8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

The reciprocal preference as described in KRS 45A.490-494 above shall be applied in accordance with 200 KAR 5:400.

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response the attached Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status. The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

A nonresident bidder shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that bidder. If the bidder is not required by law to obtain said certificate, the state of residency for that bidder shall be deemed to be that which is identified in its mailing address as provided in its bid.

Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries.

Pursuant to 200 KAR 5:410, and KRS 45A.470, Kentucky Correctional Industries will receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation. In addition, the following "qualified bidders" will receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a bidder claiming "qualified bidder" status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder-affidavit form included. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination.

Bid #: BCFY22-24

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING RESIDENT BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

- Is authorized to transact business in the Commonwealth;
- Has for one year prior to and through the date of advertisement
- Filed Kentucky income taxes;
- Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
- Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature	Printed Name
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Title	Date
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Company Name _____

Address _____

Subscribed and sworn to before me by _____

(Affiant) (Title)

of _____ this _____ day of _____, 20____.

(Company Name)

Notary Public

[seal of notary] My commission expires: _____

Bid #: BCFY22-24

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with [200 KAR 5:410\(3\)](#); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature Printed Name

Title Date

Company Name _____

Address _____

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

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

Notary Public

[seal of notary]

My commission expires:
