



CITY OF VERSAILLES ENTERTAINMENT COMPLEX REQUEST FOR PROPOSALS

Site Visit and Pre-Proposal Meeting

November 18, 2025 10:00 a.m. EST

525 Marsailles Road

Versailles, KY 40383

Proposal Due Dates

December 12, 2025, 12:00 p.m. EST

Proposal Delivery Address

Versailles City Hall

C/O Entertainment Complex RFP

196 South Main Street

Versailles, KY 40383

RFP Point of Contact

Mayor Laura Dake

Email: ldake@versaillesky.com

TABLE OF CONTENTS

I.	<u>Project Overview</u>	3
A.	<u>Executive Summary</u>	3
B.	<u>City Objectives</u>	3
II.	<u>Project Specifications</u>	3
A.	<u>Project Scope</u>	5
1.	<u>Lease Arrangement</u>	6
B.	<u>Duties and Responsibilities of the Respondent</u>	7
C.	<u>Methods of Oversight to be Employed by Versailles</u>	8
D.	<u>Duties and Responsibilities of the City</u>	8
III.	<u>Submission Process</u>	8
A.	<u>Proposal Contents</u>	8
B.	<u>Distribution of Responses</u>	10
C.	<u>Communications and Schedule</u>	10
IV.	<u>Selection and Evaluation Process</u>	12
A.	<u>Selection Process</u>	12
B.	<u>Evaluation Criteria</u>	13
C.	<u>Preferences and Conditions</u>	15
V.	<u>Required Contract Terms</u>	15
VI.	<u>Conclusion</u>	17

I. PROJECT OVERVIEW

A. Executive Summary

The City of Versailles (“Versailles” or “the City”) is accepting proposals (“Proposals”) to enter into a lease agreement (“Lease”) to develop and operate an entertainment complex (the “Project”) at 525 Marsailles Road, Versailles, KY 40383 (the “Building” or the “Project Site”). The City seeks highly qualified respondents who can provide more entertainment options to the residents of Versailles.

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.

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. Create job opportunities for residents;
3. Recoup its investment in the Project Site;
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 engaging a team who is willing to invest time and energy into developing a state-of-the-art facility.

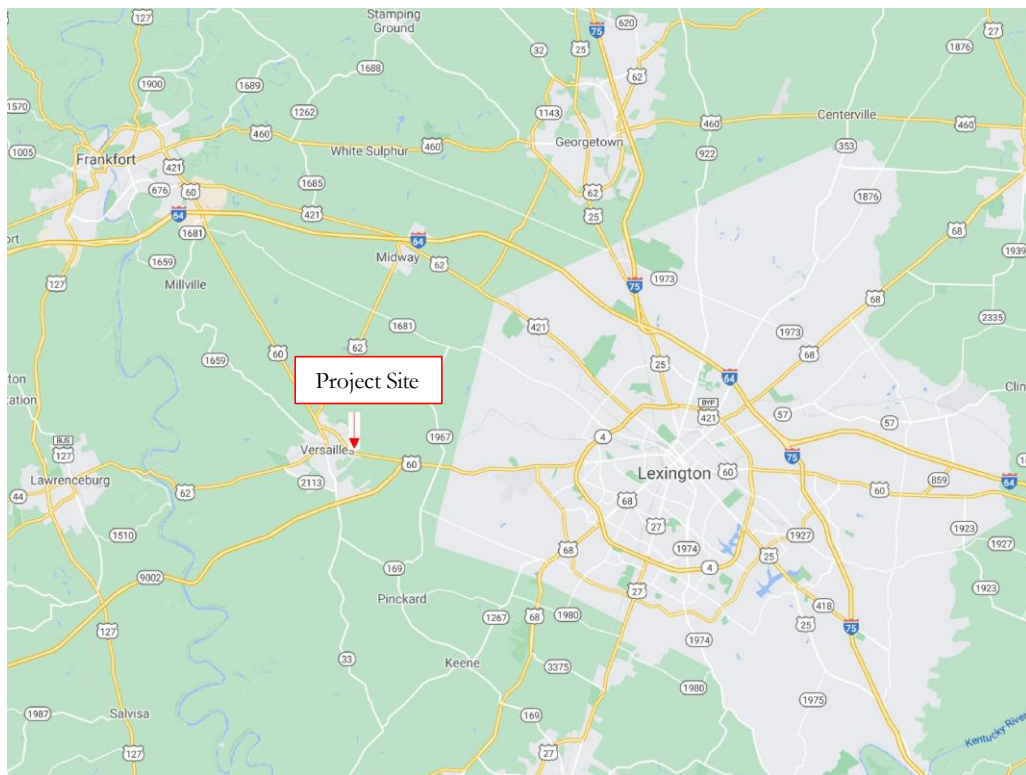
Versailles is strategically located among some of Kentucky’s most well-regarded attractions including several beloved bourbon distilleries on the Kentucky Bourbon Trail, which hosts over 1 million visitors a year, the internationally renowned Keeneland racecourse with over 250,000 visitors a year, and 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 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, the City will require no less than 46% (or 35,000 square feet) of the available space to be devoted to entertainment opportunities. The Building is believed to be in good condition, but will need to be outfitted by the Respondent.

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.

Respondent must be willing to have a “Versailles Day” every other month for local children. This obligation will be memorialized in any lease agreement. Respondent 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 upon approval by the City to include other revenue-generating uses.

1. LEASE ARRANGEMENT

The City is accepting proposals to lease the Building from the City pursuant to a lease that is structured to reward the Respondent with the opportunity to purchase the property at the end of the lease term (minimum of ten years) with a percentage of the rent previously paid to be applied to the purchase price. The City will entertain proposals specifying a lesser rent for the initial years of lease to allow Respondent to address initial costs. Proposals may include renewal terms and rent escalation schedules.

Any proposal should include 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.

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, insurance, utilities and such other customary expenses and fees.

B. Duties and Responsibilities of the Respondent

The Respondent will engage in the following duties and responsibilities:

1. The Respondent must 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 Respondent must 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 Respondent need not be registered as a prerequisite for responding to the RFP. Additional local registration or license may be required. The Respondent 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 Respondent.

If applicable, provide City with access to the Respondent'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).

2. Maintain public liability insurance or self-insurance in a form and amount satisfactory to the City and reasonably sufficient to ensure 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).

3. Respond to contractual operational or maintenance requests within an agreed upon time.

4. Participate in scheduled reviews of the Project's performance with the City and its designees. If the lease includes revenue or cost sharing, these reviews will include inspecting the Respondent's financials related to the Project.

5. Reasonably respond to the City's requests for information on the Project's status.

6. 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 Respondent and inspect the Project Site as necessary to ensure the Respondent is meeting its obligations.
3. The City will hold regularly scheduled reviews of the Project's performance with the Respondent. If the lease includes revenue or cost sharing, these reviews will include inspecting the Respondent'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 Respondent 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 Respondent to meet its duties and responsibilities in Section II.B and the lease.

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. Respondent 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 Respondent 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. Respondent Information

Include a summary statement highlighting the Respondent's respective key qualifications and experience. Clearly identify the Respondent's 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 Respondent.

5. Experience and References

Provide a description of projects that highlight the Respondent'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 Respondent's team cannot agree to this statement, explain why in a sworn statement.

Indicate whether any member of the Respondent's 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. Four (4) hard 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.

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 must be received and time-stamped in the Versailles City Hall no later than 12:00 p.m. EST on December 12, 2025. 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).

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 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:	November 10, 2025
First Written Questions Due:	November 17, 2025
Site Visit and Pre-Proposal Meeting:	November 18, 2025
Final Written Questions Due:	December 2, 2025
Final Response to Written Questions:	December 5, 2025
Proposals Due:	December 12, 2025 by 12:00 pm
Oral Presentations, If Required:	Week of December 15, 2025
Selection of Proposal:	Week of December 22, 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 City will host a site visit and a pre-proposal meeting at the Project Site at **10:00 a.m. EST on November 18, 2025**. 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 ldake@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 ldake@versaillesky.com. No questions will 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 will be posted to the City's website at <https://Versailles.klc.org>. 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 will be posted to Versailles's website at <https://Versailles.klc.org>. 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 for approval 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 Respondent 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 Respondent

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

Criteria	Maximum Points Possible
Financial Strength	100
Respondent's Expertise & Experience	100
Technical Proposal / Attractions / Design Concept / Work Plan	300
Maximum Points Possible	500

b. Cost Proposal Evaluation

Criteria	Maximum Points Possible
Proposed Cost of Solutions	300
Maximum Points Possible	300

c. Oral Presentation (if scheduled)

Criteria	Maximum Points Possible
Presentation	200
Maximum Points Possible	200

d. Total Proposal Evaluation

Criteria	Maximum Points Possible
Technical Proposal	500
Cost Proposal	300
Oral Presentation	200
Maximum Points Possible	1,000

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 non-resident 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 will 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/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 Agreement, according to the best interests of the City.

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 Respondent'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 Respondent 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 Respondent 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 Respondent 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 with 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 Respondent 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 Respondent. 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 the Respondent.

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.

IV. 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.