

**COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
DIVISION OF REAL PROPERTIES**

REQUEST FOR BIDS

**FOR LICENSE
State-Owned Real Property**

**Self-Service Kayak Rental Kiosk Operation
Location Varies, Kentucky**

RFB No: 080526

Bid Open: August 5, 2026 at 2:00 PM EDT

INSTRUCTIONS TO BIDDERS

1. Bids must be submitted on the "Form of Proposal" included within and made part of this RFB, appropriately signed and received at the Division of Real Properties, State Properties Branch, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, no later than the specified "bid opening" date and time.
2. The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.
3. Bids will be 'publicly' read aloud, and Bidders may access the bid opening through a conference call. To access the conferencing bridge line, Bidders shall dial (502) 782-CONF (2663). Bidders will be prompted to enter a code. Bidders, as "attendees/participants" will enter the code 240522021, then PRESS #. Enter Participant Code 77330#. Please be mindful that the conference call will not begin until the moderator (Buyer: Jamie Bryant) is logged in and the conference call will end once the moderator hangs up.
4. For further information or if you have questions, please contact Jamie Bryant via email at Jamie.Bryant@Ky.Gov, or by mail at Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607; or by Phone at (502) 782-0363.

**INVITATION TO BID
GENERAL TERMS AND CONDITIONS
SELF-SERVICE KAYAK RENTAL KIOSK OPERATION**

**Section I
SCOPE OF LICENSE**

At the request of the Department of Parks, the Division of Real Properties issues this Invitation to Bid on the license and use of the Department of Parks' premises for the privilege of operating self-service kayak rental kiosk(s) for use by Park guests. The specific Parks interested in having this service are listed below:

Kenlake State Resort Park, Hardin, KY
Buckhorn Lake State Resort Park, Buckhorn, KY
Kincaid Lake State Park, Falmouth, KY
Green River Lake State Park, Campbellsville, KY

For additional information pertaining to the specific parks listed above, please visit <https://parks.ky.gov>.

The Commonwealth solicits bid proposals from prospective Bidders, who can demonstrate the necessary capability to finance, design and construct, maintain, operate and manage self-service kayak rental kiosks at the above-mentioned parks. In consideration of the benefits derived from this attraction, and revenues derived, the Commonwealth is willing to License the Successful Bidder.

**Section II
LICENSE PERIOD**

Upon acceptance of bid, the term of resulting license agreement will be for the period beginning the date of execution of the license agreement by the Secretary of the Finance and Administration Cabinet and terminating one year thereafter. At expiration, the license may be renewed for five (5) additional one (1) year renewal periods, upon mutual consent of the parties.

The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Bidder shall be advised of any proposed revisions prior to the renewal period. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw from either exercising the option or continuing the license in an extended period.

Section III **SITE VISIT**

Bidders are urged and encouraged to inspect the designated sites identified for each specific park and to satisfy themselves as to all general and local conditions that may affect the cost of compliance with the agreement, to the extent such information is reasonably obtainable. (IN NO EVENT WILL A FAILURE TO INSPECT THE SITE CONSTITUTE GROUNDS FOR A CLAIM AFTERWARD OF THE BID).

For further information concerning the exact location and access to the site, please contact the Park Managers directly:

Tonya Etherington, Kenlake State Resort Park (270) 474-2211; [542 Kenlake Road, Hardin, KY 42048](#),

Chris Fugate, Buckhorn Lake State Resort Park, (606) 398-7510; [4441 Ky Hwy. 1833, Buckhorn, KY 41721](#),

Samantha Webster, Kincaid Lake State Park, (859)564-3531; [749 Kincaid Park Rd., Falmouth, KY 41040](#),

Wes Lanham, Green River Lake State Park, (270) 465-8255; [179 Park Office Rd., Campbellsville, KY 42718](#),

Contact should be limited to **ONLY SCHEDULING A SITE VISIT TO THE PARK** at least ten (10) days prior to the deadline for submissions, before **July 22nd**. The Park Manager, shall maintain and forward to the Commonwealth Buyer a listing of those potential bidders, visiting the Park, as well as any questions from potential bidders. **The only official response to potential bidders' questions will be made in writing by an Amendment to this bid package and posted on <https://vss.ky.gov/vssprod-ext/Advantage4>.**

Section IV **PERFORMANCE**

The Bidder shall assume responsibility for all costs involved in the operation and maintenance of the self-service kayak rental kiosks and ancillary supporting facilities, including but not limited to furnishing all equipment, labor, supplies etc.

The Bidder agrees and covenants not to engage in any illicit or unlawful business nor to engage in any illicit social relationships with park employees, vendors, performing artists, and park guests or any other entity that would interfere with the business activity contemplated in the resulting agreement or impair the public perception of the good image of “the Nation’s Finest” park system of the Commonwealth of Kentucky during the term of the resulting license. The Bidder’s failure to perform this term or condition is deemed to be a material breach of the resulting agreement.

Self-Service Kayak Rental Kiosk

Inquiries as to the physical facilities at the location should be made to the specific Park Manager or the Department of Parks, Division of Recreation, at ParksRec@ky.gov. The resulting agreement shall merely give the successful Bidder the privilege to operate a self-service kayak rental kiosk on park premises.

Additional Permit/Notification Requirements

Successful bidder shall acquire any additional permits as may be required by the United States Army Corps of Engineers, or Tennessee Valley Authority. It is the successful bidder's sole responsibility to know and secure any additional permits that may be necessary.

Maximum Cost Per Rental

Bidder shall submit the maximum cost per kayak rental. Final cost will be agreed to by the Bidder and Department of Parks prior to installation of kiosk and beginning operations. Bids quoted in response to this Invitation shall remain firm for the initial license period of the resulting License Agreement. However, at the end of each license period and prior to any renewal of the resulting License, the Commonwealth shall review the current monetary consideration given by the Bidder and shall determine whether there is a need to increase the rental consideration paid by the Bidder. If the parties agree on a rental increase, then the License Agreement shall be amended to reflect the change.

Customer Hold Harmless Disclaimer

Customers shall acknowledge a digital Hold Harmless Disclaimer at the time of rental. The successful bidder shall provide a copy of their Hold Harmless Disclaimer to the Department of Parks for review and approval.

Ancillary Supporting Facilities

Bidder shall be responsible for all costs associated with the installation and maintenance of the self-service kayak rental kiosks to be located on the licensed premises for the operation of kayak rentals and all costs associated with the inventory of such operation. The kayak rental concession shall be open to the general public. Any charges for electrical, water, and telephone services and any other utilities which are incurred by the Bidder as the result of operating the kayak rental kiosk concession shall be paid by the Bidder.

Equipment Removal

Mobile improvements, and equipment placed in or upon or attached to the premises shall remain the property of the Commonwealth, unless such improvements, and equipment can be removed without damage to the Commonwealth's property. Upon the removal of said improvements, structures, and equipment, or any portion thereof, the Bidder shall promptly repair any damage to the licensed premises resulting from the installation or removal of same and return the licensed premises to its original condition, at the Bidder's sole expense. Mobile structures and equipment not removed from the premises at the termination, cancellation or expiration of the resulting license shall become the property of the Commonwealth, which may, at its sole discretion, assess the

Bidder the costs of removal or repair incurred by said Commonwealth as a result of the Bidder's failure, howsoever caused, to affect the removal or repair required herein.

The Department of Parks shall be responsible for ensuring that such provisions are enforced. Major deviations from these provisions will not be made without the prior written approval of the Division of Real Properties and the Department of Parks. Problems that arise under any aspect of performance should first be resolved between the Bidder and the Kentucky Department of Parks. If such problems and/or disagreements cannot be resolved, either party in writing should refer them to the Division of Real Properties for settlement.

Section V

HOURS OF OPERATION

Any outdoor, organized program held pursuant to Section 3 herein shall commence no earlier than 7:00 A.M. and end not later than dusk, and Licensee shall be responsible for assuring that all visitors and participants have left the premises by dusk, the Park closing time. Any deviations from this schedule require prior written approval.

The self-service kayak rental kiosks shall operate at minimum Wednesday through Sunday as safe daylight hours allow. All deviations from the schedule above should be approved by the Park Manager. The operating schedule for the balance of the year shall be at the mutual consent of the park and the Bidder. Any variation from the park hours during June through August shall require a request from the Bidder to the Park Manager 48 hours prior to the proposed schedule variation and approval by the Park Manager.

Section VI

PROTECTION OF WORK, PROPERTY, EMPLOYEES AND PUBLIC

The Licensee shall continuously maintain adequate protection of all its work from damages and shall protect the Licensors' property from injury or loss arising in connection with this License. The Licensee shall make good any such damage, injury, or loss.

The Licensee shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of the Kentucky workers compensation laws and all federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. The Licensee shall designate a responsible member of its organization on the work as safety officer, whose duty shall be to enforce safety regulations.

Section VII

DEPOSIT

A \$500 deposit for each Bid shall be due and made *payable to the Kentucky State Treasurer* and submitted with the Bid. The Bid shall be approved by the Secretary of the Finance and Administration Cabinet; Bid deposit(s) shall be returned to unsuccessful Bidder. Bid deposit of successful Bidder shall be kept and amount deducted from first month's rental due to the Commonwealth.

Section VIII

METHOD OF AWARD

The license will be awarded for use of the self-service kayak rental kiosk, on a highest bid amount to that responsible, responsive Bidder whose offer conforming to this Invitation to Bid will be most advantageous to the Commonwealth. The Commonwealth reserves the right to reject any and all bids and to waive technicalities. The Bidder's past performance under lease shall be a consideration and may be a factor in the award of the license.

Section IX

RENTAL PAYMENT

Bidders shall propose a percentage of gross receipts derived from the operation of self-service kayak rental kiosks to be paid to each park specifically.

The Bidder shall complete the Park's Concession Report and deposit the park's percentage of gross receipts to the Park Manager or Business Manager no later than the 10th (tenth) day of the following month in which the receipts are generated. Beginning the 11th day a one (1%) percent late penalty fee shall be added each day payment is not received.

The balance of the license payment for the term of the resulting license shall become due and payable within thirty (30) calendar days of the acceptance of the successful bid. Payment shall be *made payable to* the Kentucky State Treasurer and mailed to Finance Division of Real Properties at 403 Wapping Street, 3rd Floor, Frankfort, KY 40601.

Section X

DEFINITION OF GROSS RECEIPTS

"Gross Receipts" shall be the total amount of cash or credits received by the Bidder from ALL Business, including receipts from sale of tickets, food/grocery items, paraphernalia, souvenirs, any and all other incidental income, including the total sale of consigned items, resulting from the term of the License Agreement. Gross Receipts as defined in reference to revenue derived from any and all consigned items, such as kiosks/vending machines, located on or about the properties, shall

mean total dollar sales derived from the sale of said items, as opposed to commissions received by the Bidder.

Gross Receipts shall also include, for the purposes of the resulting License, Kentucky Tax, writing fees for licenses, and Federal Excise Tax on those items subject to it, which are exempt from the Gross Receipts for fee purposes.

Section XI

CANCELLATION OF LICENSE

The Commonwealth reserves the right to cancel the license for convenience when requirements under the license no longer exist, or changes in general conditions render the license as not responsive to the needs of the Commonwealth. A written notice will be given to the Bidder at least thirty (30) days prior to such proposed termination date. Upon the termination date specified in the written notice, all privileges of Bidder shall cease, and Bidder shall no longer be permitted to use park structures or premises and shall remove any personal property of Bidder from premises by the cancellation date.

Upon cancellation of the resulting license, the Bidder shall remove its personal property and restore the park premises and structures used in Bidder's operation in as good a condition as of the date the license was entered into by the parties. Reasonable wear and tear and damage by the elements is expected.

Section XII

ROUTINE MAINTENANCE

The bidder shall be responsible for regular cleaning and maintenance of the kiosk, at its sole expense.

Section XIII

UTILITIES

The Commonwealth will only provide the 110-volt outlet through the facilities of the Commonwealth of Kentucky. Any charges for electrical service, which are incurred by the Bidder as a result of operating the kiosk(s), shall be paid by the Commonwealth. However, the Bidder shall be responsible for providing at its sole expense any additional outlets/services required by the Bidder.

The Bidder shall, at its own expense, be responsible for maintaining and making repairs or replacing the Bidder's vending/kiosk equipment.

The Commonwealth shall be responsible for maintaining and making structural repairs to the exterior of the demised premises, except in the case of damage arising from the negligent acts of the Bidder and the Bidder's agents or employees. Those repairs required as a result of the negligent

acts of the Bidder, its agents, or employees, will be made by Bidder, at the expense of the Bidder. The Commonwealth shall also be responsible for maintaining and repairing all existing internal systems, including but not limited to the existing plumbing, electrical, and HVAC systems. However, the Commonwealth will not be responsible for maintaining or repairing any renovation or alterations which may be agreed upon under Section X "Renovation/Alteration of Licensed Premises." Furthermore, the Commonwealth shall not be responsible for maintaining and repairing those improvements, structures and additions erected and made by the Bidder which relate solely to the operation of the kiosk/machines.

Garbage and trash collection for the premises, including, but not limited to, areas immediately surrounding the machines, shall be the responsibility of the Commonwealth. The Bidder shall store all trash, refuse and garbage in leak proof garbage containers, which the Bidder shall install and keep in repair at the Bidder's sole expense. The Commonwealth shall further be responsible for the general cleanliness or orderliness of the interior of the licensed premises.

All costs for utilities required for development/operation of the self-service kayak rental kiosks, shall be borne by the Bidder. The Bidder shall also be responsible for paying all costs associated with the monthly use of utilities and shall be solely responsible for paying all costs related to any telephone or internet services required for this project.

Section XIV

ALTERATIONS/RENOVATIONS OF LEASED PREMISES

The parties hereto agree that the premises are to be utilized in their "as is" condition. The Bidder may, with prior written consent of the Commonwealth, renovate or alter the licensed premises, erect structures, and install equipment in or upon the licensed premises at the Bidder's sole expense. Such improvements, structures and equipment so placed in or upon or attached to said premises shall remain the property of the Commonwealth, unless such improvements, structures, and equipment can be removed without damage to the Commonwealth's property. Upon the removal of said improvements, structures and equipment, or any portion thereof, the Bidder shall promptly repair any damage to the licensed premises resulting from the installation or removal of same and return the licensed premises to its original condition, at the Bidder's sole expense. Structures and equipment not removed from the premises at the termination, cancellation or expiration of the resulting License shall become the property of the Commonwealth, which may, at its sole discretion, assess the Bidder the costs of removal or repair incurred by said Commonwealth as a result of the Bidder's failure, howsoever caused, to affect the removal or repair required herein. Prior to Bidder initiating any renovation or alteration to the licensed premises, such renovation or alteration must be approved by the Commonwealth; the Finance and Administration Cabinet, the Division of Engineering/Finance and Administration Cabinet and the Department of Housing, Buildings and Construction/Public Protection and Regulation Cabinet.

The Bidder shall not hang any sign, bunting, or other advertising or decorative materials on the premises without the prior written consent of the Commonwealth. All advertising of any kind by the Bidder shall be subject to the advance approval of the Commonwealth in its sole discretion.

The Bidder agrees that it shall be responsible for paying for the cost of labor, materials and supplies which are expended as the result of any repair work which is done to the licensed premises during the resulting License. The Bidder shall comply with all standards set by the State Fire Marshall's Office, and the Kentucky Occupational Safety and Health Standards Board.

Nothing in this Agreement shall in any way be deemed or construed as constituting an order or request by the Commonwealth, expressed or implied, to any contractor, subcontractor, supplier, materialman or laborer, for the construction of any improvements on, alteration to, or other improvements of the licensed premises; nor as giving the Bidder any right, power or authority to contract for or permit the rendering of any services or furnishing of materials that would give rise to the filing of any mechanic liens against the Commonwealth's property or the Bidder's license hold interest in the licensed premises by reason of work supplied to the Bidder. If a mechanic's or materialman's lien shall be filed against the licensed premises at any time, the Bidder shall immediately notify the Commonwealth in writing of such lien and shall cause the same to be discharged within thirty (30) days after the notice of filing thereof by payment, deposit, bond, or Order of Court of competent jurisdiction or otherwise. If the Bidder, in good faith, disputes the validity or correctness of any lien, then the Bidder shall immediately notify the Commonwealth in writing of such dispute and may refrain from paying or causing the same to be discharged of record, but the Bidder shall diligently proceed to initiate and conduct appropriate proceedings to determine the correctness or validity of such lien. The Bidder shall not be deemed to be in default under resulting Agreement, while such proceedings or litigation are being conducted in good faith by them. However, if the Bidder fails to cause any such lien to be discharged within the period aforesaid or fails to contest the same as provided above, the Bidder shall be deemed to be in default of the resulting Agreement, which shall be a basis for termination of said Agreement under Section XII.

The Bidder shall not renovate or alter the licensed premises, erect structures, or install equipment in or upon the licensed premises. The Commonwealth shall not provide any structural, electrical, or other infrastructure support.

Section XV

HOLD HARMLESS

The bidder shall hold the Commonwealth harmless from any and all claims, demands, actions, costs and charges to which the park may be subject or which the park may have to pay by reason of any injury to an person or property, or loss of life or property, resulting from or in any way connected with the Bidder's privilege to operate self-service kayak rental kiosk on park premises, unless such injury or loss arises solely from the negligence of the agents or employees of the park. Bidder shall, at his sole expense, assume the defense of such claims and actions for damages arising out of such injuries or losses that may be brought against the park by third persons and shall pay any such judgements that may be rendered in such actions.

Injuries to persons related in any manner to the operation of the self-service kayak rental kiosk shall be reported to the park manager immediately. An accident report will need to be filed with the park manager as soon as possible.

Section XVI **INSURANCE**

The Bidder shall indemnify and save the Commonwealth harmless from any and all claims, demands, damage actions, costs, including attorney's fees, and charges to which the Bidder any be subject or which said Commonwealth may have to pay by reason of any injury to any person or property, or loss of life or property resulting from or in any way connected with the character, or use of the structures, premises, or any means of ingress thereto or egress therefrom described herein. The Bidder shall, at its own expense, assume the defense of any such claims and actions for damages arising out of such injuries or losses which may be brought against the Commonwealth by third persons, and shall pay judgements which may be rendered in any such actions.

Bidder shall carry and maintain public liability insurance, during the term of the resulting agreement, in the minimum amounts of \$300,000.00 per person and an aggregate of \$1,000,000.00 per accident per personal injury, and \$100,000.00 Property Damage.

Said insurance policy shall name the Commonwealth as an additional insured and shall also provide that said policy shall not be subject to cancellation, termination or change without at least thirty (30) days prior written notice to the Commonwealth. Successful Bidder must furnish a copy of its insurance policy to the Department of Parks prior to commencement of operations, and on an annual basis thereafter for the full term of the license and any renewals thereof.

After award of the license, the minimum liability amounts of required coverage established under this Section shall be subject to modification by the Commonwealth upon sixty (60) days written notice to the Successful Bidder.

Section XVII **RESPONSIBILITY FOR REPAIRS OR RECONSTRUCTION IN THE EVENT** **OF FIRE OR OTHER CASUALTY**

- (a) If the demised premises shall, without fault of the Bidder, be destroyed by fire or other casualty, or damaged as to become wholly or partially untenable, the Commonwealth may, by written notice delivered to the Bidder within thirty (30) days after such destruction or damage, elect to rebuild or repair the premises within a reasonable time after election, returning the premises to a structurally sound and tenantable condition. For that purpose, the Commonwealth may enter the premises, and rent shall abate during the time the premises are untenable. If the Commonwealth does not elect as aforesaid to rebuild or repair, then the Bidder shall have and surrender to the Commonwealth such possession. At that time, the License Agreement shall become void and license term created shall end. On such delivery and surrender being made, or on the recovery of the premises by the Commonwealth, but not before such time, the obligation to pay rent shall cease. However, all rent due prior to the fire or other casualty shall be prorated up to the time of such casualty.

- (b) The Bidder shall be responsible to the Commonwealth for all damages to the licensed premises caused by fire or other casualty, which is the result of the Bidder's negligent use of the licensed premises or willful conduct.

Section XVIII **ACCOUNTING**

The Bidder shall keep adequate records, books and accounts covering the business operation conducted upon the premises, in such form as the park/department may prescribe, including dates, times, etc. Such records and books of account shall be open for inspection or audit by the agents and employees of the park at all reasonable times. Bidder shall employ an independent audit agency to perform annual audits, when at the discretion of the Commonwealth an audit is required.

The Bidder, as defined by KRS 45A.030(10), agrees that the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to the resulting license for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to the resulting license shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior or subsequent to the execution of the license. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the service.

Section XIX **TERMINATION FOR DEFAULT**

If at any time during the period in which the resulting License Agreement is in effect, the Bidder defaults on any obligation incurred hereunder, then the Agreement shall be subject to termination by the Commonwealth with no right of recourse remaining in the Bidder. All rights and benefits herein conferred shall be deemed forfeited, and the Bidder covenants that it shall quietly surrender possession of the licensed premises to the Commonwealth, provided however, that before any termination shall occur under this Paragraph, the Bidder shall be given written notice and be allowed thirty (30) days from the date of receipt of such notice in which to cure such or noncompliance. If said default or noncompliance is cured within the above time period, then the License Agreement shall remain in full force and effect.

The procedure for termination of the License Agreement under this Paragraph shall be as follows:

- The Commonwealth shall deliver, by certified mail, to the Bidder, a "Notice of Termination"

which shall specify (I) the reason(s) for termination of the License Agreement; (ii) the extent to which performance under this License Agreement is to be terminated; and, (iii) the date upon which termination shall become effective.

- The Bidder shall stop performance under the License Agreement on the date indicated and to the extent specified in said “Notice of Termination”, unless the default or noncompliance is cured within the time period stated in the notice.
- The rights and remedies of the Commonwealth provided in the Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

Section XX

TAXES

The Bidder shall pay all taxes which may be lawfully imposed by the Commonwealth and its political subdivisions and shall secure and pay for all permits and licenses which may be required by the Commonwealth or a political subdivision.

Section XXI

ASSIGNMENT

The Bidder shall not voluntarily, involuntarily or by operation of law assign, sublet, or otherwise transfer the License Agreement or any interest created therein, to any other person, association, partnership, corporation or other entity without first obtaining in each and every instance the Commonwealth’s prior written consent. Any attempt to assign, sublet, or otherwise transfer the License Agreement, or any interest created therein, without such consent shall be void. If an assignment, sublet or transfer is made with the consent of the Commonwealth, then the Bidder shall not be relieved from the performance of all terms, covenants and conditions of the License Agreement. If the Commonwealth to any such assignment, subletting, or transfer once gives consent, such consent shall not operate as a waiver of the necessity for obtaining the Commonwealth’s consent to any subsequent assignment, subletting, or transfer. No assignment will be effective or binding against the Commonwealth until such time as the assignee executes an amendment, signed by all parties, reflecting such assignment.

Section XXII

INDEPENDENT CONTRACTOR STATUS

The Bidder shall be held to be an independent contractor and all persons employed by him/her in the exercise of the privileges granted therein shall be employees, agents and servants of Bidder only and not the park.

Section XXIII

MODIFICATIONS/CHANGES

No modification or change of any provision in this bid shall be made, or construed to have been made, except with the prior written agreement of both parties through an amendment to the License

Agreement executed by all parties. Memoranda of Understanding and correspondence shall not be construed as amendments to the license.

If any provision of the license is declared or found to be illegal, unenforceable, or void, then both the park and the Bidder shall be relieved of all obligations arising under such provision. If the remainder of the license is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Section XXIV

ENTIRE AGREEMENT

This bid package represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other agreement.

Section XXV

GOVERNING LAW AND VENUE

The laws of the Commonwealth of Kentucky shall govern this bid and the resulting License Agreement. Any legal proceeding against the Commonwealth or the departments regarding this agreement or any resultant agreement shall be brought in Commonwealth of Kentucky administrative or judicial forms. Venue will be in Franklin County, Commonwealth of Kentucky.

In the event that either party deems it necessary to take legal action to enforce any provision of this Agreement, and in the event the park/department prevails, the Bidder agrees to pay all expenses of such action, including attorneys' fees and costs at all states of litigation, as set by the court or hearing officer.

Section XXVI

ADDITIONAL TERMS AND CONDITIONS

Additional items/services, terms and/or conditions that come within the scope of the license agreement and are found to be needed by the department may be added to the license with the mutual consent of the Bidder and department.

Section XXVII

CONFLICT OF INTEREST

No official or employee of the Commonwealth or no other public official of the Commonwealth of Kentucky who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the license.

Section XXVIII
RIGHT OF ENTRY

The right is hereby reserved to the Commonwealth, its officers, agents, and employees, to inspect the premises, operation, and equipment, or for any purposes in connection with work necessary to the benefit of the Commonwealth.

FORM OF PROPOSAL (SEALED BID)

TO: Finance and Administration Cabinet
Department for Facilities and Support Services
Division of Real Properties
Bush Building, 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601-2607

INVITATION NO: 080526

BID OPENING DATE: August 5, 2026

BID OPENING TIME: 2:00 PM EDT

BID FORM

Subject to the General Terms and Conditions and Authentication of Bids and Affidavit of Non-Collusion and Non-Conflict of Interest, I propose to pay to the Commonwealth of Kentucky the following amount:

For the license/use of the premises for the privilege of operating a self-service kayak rental kiosk operation, located within a Kentucky State Park, I propose to pay the Commonwealth of Kentucky ____ percentage of gross receipts derived from the operation.

I have enclosed my Bid Deposit equal to \$500.00, and a summary of past experience in operating a self-service kayak rental kiosk operation.

NOTE: Minimum acceptable monthly bid amount for this agreement is TEN percent (10%) of Gross Receipts derived from all concession operations on the premises by the Bidder.



Rev. 9-16-22

**Required Affidavit for Bidders, Offerors
and Contractors
(KRS 45A.110 & 45A.115)**

Affidavit Effective for One (1) Year from Date of Execution

Instructions: Pursuant to [KRS 45A.110](#) and [45A.115](#), a bidder, offeror, or contractor ("Contractor") is required to submit a Required Affidavit for Bidders, Offerors, and Contractors to be awarded a contract, or for the renewal of a contract. An authorized representative of the contracting party must complete the attestation below, have the attestation notarized, and return the completed affidavit to the Commonwealth.

Attestation

As a duly authorized representative for the Contractor, I swear and affirm under penalty of perjury, that that the Contractor has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation. The bidder or offer understands that the Commonwealth retains the right to request an updated affidavit at any time.

Signature

Printed Name

Title

Date

Bidder or Offeror Name: _____

Address: _____

Commonwealth of Kentucky Vendor Code (If known): _____

Subscribed and sworn to before me this ____ day of _____, _____.

State of: _____ Notary: _____

County of: _____ My Commission Expires: _____