

FOR LICENSE

STATE-OWNED REAL PROPERTY

Dog Park

Adjacent to My Old Kentucky Home State Park Golf Course Bardstown, Nelson County, Kentucky

Invitation No: RFB071024

Bid Opens: July 10, 2024 at 3:00 P.M. EDT

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1. Bids must be submitted on the "Form of Bid" included within and made part of this Invitation and received at the Division of Real Properties, Department of Facilities Management, Finance and Administration Cabinet, 3rd Floor, Bush Building, 403 Wapping Street, Frankfort, Kentucky 40601-2607, no later than the specified "bid opening" time and date.
 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, Bidders may either dial 502-782-CONF (2663) OR 502-564-9110. Bidders will be prompted to enter a code. Bidders, as "attendees/participants" need to enter the code 42014. 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. To obtain a hard copy of the bid package or further information contact Jamie Bryant, Division of Real Properties, State Properties Branch, 3rd Floor, Bush Building, 403 Wapping Street, Frankfort, Kentucky 40601-2607, at 502/782-0363 or email: Jamie.Bryant@ky.gov or Jeremy Riggs, Park Manager, at 502/348-3502 or email: Jeremy.Riggs@ky.gov.

INVITATION TO BID
GENERAL TERMS AND CONDITIONS

Section I
SCOPE OF LICENSE

At the request of the Department of Parks (hereinafter referred to as Licensor), the Division of Real Properties issues this Invitation to Bid on the license of:

Operation and maintenance of a dog park on approximately 6 +/- acres of land located within a portion of My Old Kentucky Home State Park in Nelson County, Kentucky. See Exhibit A.

Section II
LICENSE PERIOD

The license established from this Sealed Bid will begin on date of execution of a license agreement with the Commonwealth and will terminate on December 31, 2028, with an option to automatically renew for five (5) additional one (1) year periods.

The license resulting from this Invitation provides for an optional renewal period and the Commonwealth of Kentucky reserves the right to renegotiate the terms and/or conditions as may be necessary to meet requirements for the extended period. Each party must give thirty (30) days written notice prior to automatic renewal date of January 1 each year in order to change any terms of the contract. In the event a proposed revision 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
MINIMUM BID

The minimum bid accepted is \$3.00 per year per dog registered by a participating owner in addition to all monies over a working capital of \$5,000.00 which is in the Licensee's general fund (excluding monies retained in special funds for major purchases or capitalization projects such as mower replacement, field improvements, etc.) at the end of each business year. Monies or fees collected for advance registration will not be considered working capital for the current fiscal year.

Section IV
USE OF THE PREMISES

The premises shall solely be used for the operation of a Dog Park. Licensee shall provide adequate information to assure that participants and visitors of Licensee-sponsored events shall park in designated parking lots and in an organized fashion. No parking is allowed in the fields or along side of the road.

The Licensee's occupancy and use of the licensed premises are subject to, and the Licensee shall comply with, all applicable state and federal statutes, rules, and regulations, and all local zoning ordinances relating to the Licensee's operation.

The Licensee shall not permit or suffer any offensive use of the premises, shall not permit or suffer the commission of waste upon the premises, and shall refrain from acts which have a tendency to cause undue soil erosion thereof. The Licensee shall keep the premises in good order and in clean and sanitary condition during normal use.

The Licensor does not warrant or represent the licensed premises, or any means of ingress thereto, or egress therefrom are safe, healthful, or suitable for the purpose of which they are permitted to be used under the terms of the license established from this bid. Periodic inspections by the Licensor may be conducted without notification.

The employees, servants, and agents of the Licensor shall have the right to enter upon the licensed premises at all reasonable times during the term of each license.

The Licensee shall be held to be an independent contractor and all persons employed by the exercise of the rights granted by the license shall be deemed employees, servants, and agents of the Licensee only.

Section V CANCELLATION CLAUSE

Either party to the resulting License Agreement may cancel said License by giving written notice to the other party, specifying the date of cancellation; such notice to be given not less than thirty (30) days prior to the date of cancellation.

Section VI TERMINATION OF LICENSE FOR DEFAULT OR BANKRUPTCY

- (a) If at any time during the period in which the license is in effect the Licensee, in the opinion of the Licensor, defaults on any obligation incurred hereunder, including the payment of rent, then the license shall be subject to termination by the Licensor with no right of recourse remaining in the license. All rights and benefits herein confirmed shall be deemed forfeited, and the Licensee shall terminate its use of the subject property, provided however, that before any termination shall occur under this section, the Licensee shall be given prior written notice and be allowed thirty (30) days from receipt of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then the license shall remain in full force and effect.
- (b) The procedure for termination of the license under this section shall be as follows:
 - (1) The Licensor shall deliver, by certified mail, to the Licensee "Notice of Termination" which shall specify (a) the nature of termination; (b) the extent to which performance

under this license is to be terminated; and (c) the date upon which such termination becomes effective.

- (2) The Licensee shall stop all operations permitted under the license on the date indicated and to the extent of specified in said "Notice of Termination".
- (c) In the event of a termination of default, the Licensee shall be responsible for paying to the Licensor any monetary sums due the Licensor, up to and including the effective date of termination.
- (d) The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

Section VII SITE VISIT

Bidders are urged and expected to inspect the site to be licensed, and to satisfy themselves as to all general and local conditions that may affect the use of the licensed premises, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of license.

NOTE: FOR FURTHER INFORMATION CONCERNING EXACT LOCATION AND ACCESS TO SITE, PLEASE CONTACT JEREMY RIGGS, PARK MANAGER, MY OLD KENTUCKY HOME STATE PARK, BARDSTOWN, KENTUCKY, PHONE (502) 348-3502.

Section VIII RENOVATIONS AND IMPROVEMENTS

The Licensee may, with the prior written consent of the Licensor, renovate or erect structures and install equipment in or upon the licensed premises at the Licensee's sole expense. Such improvements, structures, and equipment so placed in or upon or attached to said premises will remain the property of each Licensee, which may remove such improvements, structures, and equipment at any time prior to any termination, cancellation, or expiration of the license. Upon the removal of said improvements, structures, and equipment or any portion thereof, the Licensee shall promptly repair any damage to the licensed premises resulting from the installation or removal of same. Structures and equipment not removed from the licensed premises within thirty (30) days at the termination, cancellation or expiration of the license shall become the property of the Licensor, which may at its sole discretion, assess the Licensee the costs of removal or repair incurred by said Licensor as a result of the Licensee's failure, howsoever caused to affect the removal or repair required herein. All structures and equipment of the Licensee placed in or upon or attached to the premises shall be so placed or attached at the sole risk of the Licensee.

Section IX
LIABILITY INSURANCE

The Licensee shall indemnify and save the Licensor harmless from any and all claims, demands, damages, actions, costs, including attorneys fees, and charges to which said Licensor may have to pay by reason of injury to any person or property, or loss of life or property resulting from or in any way connected with the character, condition, or use of the structures, premises, or any means of ingress thereto or egress therefrom unless such injury or loss arises directly from the negligence of the Commonwealth, any of its departments or any of its officers, agents, or employees while acting within the scope of their employment. The Licensee shall, at its sole 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 Licensor by the Licensor by third persons; and shall pay judgements which may be rendered in any such actions.

The Licensee shall carry and maintain liability insurance, during the term of the resulting license agreement, in the minimum amounts of \$100,000.00 per person and an aggregate of \$300,000.00 per accident for personal injury, and \$100,000.00 property damage. Said insurance shall contain a non-cancellation clause notifying the Licensor at least thirty (30) days in advance of any proposed cancellation. Copies of all insurance policies shall be submitted to the Department of Parks, 500 Mero Street, 5th Floor, Frankfort, Kentucky 40601, prior to the commencement of the license annually for review and approval.

The Licensee shall be responsible for annually furnishing the Department of Parks with a copy of the certificate of renewal for the insurance policy provided pursuant to this Paragraph. The insurance policy purchased under this Paragraph shall provide that said policy will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Licensor.

The Licensee agrees that all goods and chattels placed in or about the premises shall be at the sole risk of the Licensee and the Commonwealth shall not be liable for injury or damage to property from any cause.

Section X
UTILITIES AND MAINTENANCE

The Licensee shall be responsible for the payment of all utilities required by its performance or perpetuation of License.

Licensor shall provide one (1) portable restroom and determine its placement and shall provide trash containers and collect trash; provided, however, Licensee shall provide any additional portable restrooms needed above one and shall be responsible for assuring that trash is collected in the trash containers. Licensor shall mow the area surrounding the Dog Park, but Licensee shall maintain the interior of the Dog Park and be responsible for all clean up of any waste left by their dog(s) to ensure cleanliness and to avoid potential health risks.

Section XI
RENTAL PAYMENTS

All payments due under this Agreement shall be made no later than January 15th for the previous calendar year's operation and shall be payable to My Old Kentucky Home State Park and delivered to the Park's business office.

Section XII
PERMITS AND LICENSES

The Licensee shall secure any and all permits, licenses or other enabling documents which are required by the Commonwealth of Kentucky or any of its political subdivisions in the performance of the duties or activities to be so performed by the Licensee.

Section XIII
HOURS OF OPERATION

Any outdoor, organized program held at the licensed premises 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 by the Licensor.

Section XIV
OPERATIONS RECORDS

The Licensee shall keep adequate records and books of accounts covering operations conducted upon the premises in accordance with recognized accounting practices and shall transmit a balance sheet and operating statements to the park on an annual basis and a final report on or before the 15th day after the close of the Licensee's fiscal year. This report shall include names, addresses, and telephone numbers of the board members for the upcoming calendar year. The Licensee shall advise all board members of the terms & conditions of the license agreement.

Section XV
BID AWARD

The License Agreement will be awarded based on a highest bid amount to that responsible, responsive bidder whose offer conforming to this Invitation for Bid will be most advantageous to the Commonwealth. The Commonwealth of Kentucky reserves the right to reject any or all bids and to waive technicalities. The Bidder's past performance under license shall be a consideration and may be a factor in the award of the license.

Section XVI
GOOD FAITH DEPOSIT

Bidders are instructed to furnish a bid deposit equal to one hundred dollars (\$100) by money order or cashier's check made payable to Kentucky State Treasurer. This sum will be returned to all unsuccessful bidders.

Section XVII
ADDING TERMS AND CONDITIONS

Additional terms and conditions that come within the scope of the resulting license and found to be needed may be added to the license if mutually agreeable to both the Licensee and the Licensor.

(SEALED BID)

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

INVITATION NO: 071024

BID OPENING: July, 10, 2024

TIME: 3:00 P.M. EDT

BID FORM

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

- For a license to operate and maintain a dog park at My Old Kentucky Home State Park, \$_____ per year per dog registered by a participating owner in addition to all monies over a working capital of \$5,000.00 which are in the Licensee's general fund at the end of each business year for the term of the resulting License Agreement.

The minimum bid is \$3.00 per year per dog registered.

**AUTHENTICATION OF BID AND AFFIDAVIT
OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the bidder (if the bidder is an individual), a partner, (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the attached bid or bids covering Kentucky Division of Real Properties Invitation No. 071024 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other lessee of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person

prior to the official opening of the bid or bids:

4. That the bidder is legally entitled to enter into the contracts with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340, 45A.990, 164.390 or KRS 11A.040 of the Executive Branch Code of Ethics, and;
5. That I have fully informed myself regarding the accuracy of the statements made above.

Solicitation/Contract #: _____



**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: _____

**IMPORTANT - THIS SECTION MUST BE READ, SIGNED,
NOTARIZED, AND RETURNED WITH THE PROPOSAL PACKAGE:**

SENATE BILL 258, ADOPTED BY 1994
REGULAR SESSION OF GENERAL ASSEMBLY

Pursuant to 1994's Senate Bill 258, the Bidder shall reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Bidder within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 341 and 342.

For the purpose of complying with the provisions of Senate Bill 258, please list any final determination(s) of violation(s) of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which have been rendered against the Bidder within the five (5) years preceding the award of this contract. Please include the date of the determination and the state agency issuing the determination (Please use extra sheets if necessary.)

KRS VIOLATION

DATE

STATE AGENCY

The Bidder is further notified that 1994's Senate Bill 258 requires that for the duration of this contract, the Bidder shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, which apply to the Bidder's operations. Senate Bill 258 further provides that the Bidders Failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with the above-cited statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract, and the Bidder's disqualification from eligibility to bid or submit proposals to the Commonwealth for a period of two (2) years.