

COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DIVISION OF REAL PROPERTIES

REQUEST FOR BIDS

**FOR LICENSE**  
**State-Owned Real Property**

Operation of a Modern, Mobile Food Truck providing Shaved Ice,  
E.P. Tom Sawyer State Park  
Louisville, Jefferson County, Kentucky

RFB No: 071724

Bid Open: July 17, 2024 at 3:00 p.m. 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" 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. Once called, 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) For further information or if you have questions, please contact Jamie Bryant, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607 at (502) 782-0363 or via email: [jamie.bryant@ky.gov](mailto:jamie.bryant@ky.gov) .

**GENERAL TERMS AND CONDITIONS**  
**REQUEST FOR BIDS**  
**MODERN, MOBILE FOOD TRUCK PROVIDING SHAVED ICE OPERATION**

SECTION I  
Scope of Contract

At the request of the Department of Parks (hereinafter referred to as the "Commonwealth," the Division of Real Properties issues this Request for Bids for:

One or more bidders may be awarded license agreement(s) to use state property for the purposes of operating a modern, mobile food truck, providing shaved ice concessions, at several locations on the park premises, open to the general public. The operation of the food truck(s) shall be for the months of March through November of each year of the resulting agreement.

Services from the modern, mobile food truck providing shaved ice operations shall be allowed in certain areas of the park year-round, if desired; however, the food truck schedule shall be coordinated in advance with the park manager. The Bidder must provide, at its sole expense, all inventory and staff for the entire food truck concessions agreement and a vehicle by which to provide modern, mobile shaved ice operation for events at E.P. Tom Sawyer State Park.

The successful Bidder(s) shall provide a tablet-type payment system, which would allow the successful Bidder(s) would be ready to accept credit cards and could possibly see more business because of it. The licensed premises shall be used exclusively for the right to provide modern, mobile shaved ice concessions, and catering operations for events at E.P. Tom Sawyer State Park. The Bidder will be alerted to park-run and hosted events, as they are scheduled. The Bidder is not required to provide concessions these events; however, the opportunity is there for the Bidder.

Bidder must comply with Section 201.3, 2010 ADA; Temporary Structures are covered by ADA and the following are required:

1. Food vendor sales shall be near an accessible parking space and the parking space shall comply with Chapter 5, 2010 ADA. [NOTE: Depending on where this is located at the park, KDP may need to create one new ADA space, 8 feet wide with an 8 feet

- wide access aisle and above grade signage with the international symbol of accessibility.]
2. Provide an accessible route from the parking space to the food vender ordering area and to existing public restrooms (Section 206, 2010 ADA):
    - a. Route shall be minimum clear width of 36 inches wide;
    - b. Surface shall be firm and stable;
    - c. Running slope and cross slope not to exceed 1:50 (2 percent);
    - d. If curbs are in the area of the food truck, then curb ramps shall be used.
  3. If condiments and utensils are provided in a separate area, then they shall be accessible at counters no higher than 34 inches.
  4. If tables and chairs (or picnic tables) are provided by the vender, then 5 percent of the seating shall be accessible.
  5. Cash and credit transactions shall be accessible. It may require the use of an I-pad type to device to handle credit card transactions for pin and/or signatures.

SECTION II  
License Period

The License Agreement(s) established from this Request for Bids will be a one year period, beginning upon award of the project and continuing one year thereafter, with the option to renew automatically for five (5) additional one (1) year License periods of each, unless the Licensor gives the Licensee written notice, as provided for herein, thirty (30) days prior to the expiration of the term or any extension, that it will not be extended. No extension shall prolong the term of the License Agreement beyond June 30, 2029.

The Bidder's occupancy and use of the licensed premises are subject to, and the Bidder shall comply with all applicable state and federal statutes, rules, and regulations.

SECTION III  
Basis of Bid Quotations

Bids quoted in response to this RFB shall remain firm for the initial License period of the resulting License Agreement(s). 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(s) shall be amended to reflect the change.

#### SECTION IV

##### Site Visit

It is strongly suggested that Bidders inspect the site where events are scheduled to satisfy themselves as to all general and local conditions that may affect the cost of performance of the resulting license, to the extent such information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after award of the license(s). No questions will be answered during a site visit. The Park Manager will keep a listing of people that have visited the site and questions posed. All questions will be officially answered through an amendment to this RFB, which will be posted on the eprocurement website: <https://vss.ky.gov/vssprod-ext/Advantage4>

NOTE: FOR ACCESS TO THE SITE BEING FURNISHED, PLEASE CONTACT  
ANDREW SPENCE, PARK MANAGER, E.P. TOM SAWYER STATE PARK AT  
(502) 224-8467 OR EMAIL ANDREW.SPENCE@KY.GOV

#### SECTION V

##### Bid Deposit

Bidders are instructed to furnish a bid deposit of \$100.00 as part of this bid. This sum will be returned to all unsuccessful Bidders. The bid deposit must be submitted by certified check or cashier's check made payable to the Kentucky State Treasurer.

#### SECTION VI

##### Method of Award

A License Agreement will be awarded to responsive and responsible Bidder(s) submitting a bid offering the best value to the Commonwealth. Such bid(s) shall be for the license and operation of modern, mobile food truck, providing shaved ice at E.P. Tom Sawyer State Park. Bids shall be evaluated based on price and experience. The Division of Real Properties reserves the right to reject any and all bids and to waive technicalities. Bidders are instructed to furnish, with the bid proposal, a description of the Bidder's past experience in operating a food truck providing concessions, canteen, catering operations and in retail business in general.

Review of bids received	
Criteria	Points Possible
Bid amount - % of gross receipts	75
*Experience in operating a food truck providing canteen, concessions, and catering	25
Total Points Possible	100

\*Experience will be evaluated by the Department of Parks

#### SECTION VII

##### Modern, Mobile Food Truck Providing Canteen, Concessions, and Catering Operation and Retail Experience

**Required:** Bidders are instructed to furnish, with the bid proposal, a detailed description of the Bidder's past experience in operating a modern food truck providing concessions, canteen, catering, product inventory, and in retail business in general.

#### SECTION VIII

##### Service Performance

The Bidder shall have the non-exclusive right to provide shaved ice through the modern, mobile food truck providing canteen, concessions, and catering operations. The Department of Parks reserves the right to contract for other mobile canteen/concessions.

Other existing operators and user groups at the park may utilize their concessions as a source of revenue for their operations. As such, the Bidder shall coordinate with the park manager for specific areas and events in which the Bidder shall be able to provide concessions throughout the park, prior to providing concessions.

The Bidder will be expected to provide first class quality convenience foods, beverage (no alcohol), and other such services as are of the highest quality commensurate with industry standards prevailing in similar facilities in the general geographic area. The Bidder agrees to comply with such standards of quality as may from time to time be adopted by the Commonwealth.

The Bidder shall comply with such prices and quality standards as the Commonwealth may from time to time require and shall promptly change, correct, modify the price or quality of

any item after written notice to do so. The selection, prices, and quality of all items so established shall not be changed without the prior written consent of the Commonwealth.

The premises shall be used to provide a modern, mobile food truck, providing shaved ice concessions, and catering operation, and for no other use or purpose. The Bidder shall not do, or permit to be done, in or about the premises, or in connection with its operation of the food truck anything which is illegal or unlawful, or which is hazardous or dangerous.

The Bidder shall be held to be an independent contractor and all persons employed by it in the exercise of the rights granted hereunder shall be its employees, servants, and agents only.

The Bidder must provide employee background screenings for access to the park and the Bidder must inform the Park Manager of changes to their employee status in reference to criminal charges that would prevent their access to the park.

The Bidder shall comply with all provisions of the American with Disabilities Act as it relates to the Bidder's operation of a modern mobile food truck providing concessions, canteen, and catering operation. The Bidder shall, at its own expense, provide an adequate number of personnel required to serve properly the patrons at the premises. Such personnel shall be trained in food handling, shall be courteous, efficient, and sanitary. Persons handling the food and beverage items under the resulting Agreement(s) shall be clean and free from any communicable diseases. The employees, servants and agents of the Commonwealth shall have the right to enter upon the licensed premises at all reasonable times during the term of the resulting license for purposes of inspecting the licensed premises and monitoring the Bidder's compliance with the terms and conditions of the resulting Agreement(s).

The Bidder shall be licensed and certified by the Spencer County Health Department, the Commonwealth of Kentucky and any other required licensing or permitting agency for all aspects of Bidder's operations. For additional information, please see: <https://chfs.ky.gov/agencies/dph/dphps/fsb/Pages/retailfoodprogram.aspx>

SECTION IX  
Hours of Operation

The mobile food truck/canteen/concessions/catering operation shall be open to the general public, based on the hours and operation of the state park, and based on the hours/dates of park-run and park-hosted events. A weekly occupation schedule may be provided to

the Bidder by the park manager. With prior approval by the park manager, the mobile food truck concessions shall be allowed in remote areas of the park, as identified on Exhibit A, based on the Commonwealth's and Bidder's assessment of demand for mobile canteen/concessions. The hours of operation shall be conspicuously posted at the facility. The Bidder must provide the Park Manager a list of employees that must gain access to the park to perform their required job duties.

#### SECTION X

##### Rental Payments

The successful Bidder(s) shall tender rent under the License Agreement(s) to the Department of Parks monthly at E.P. Sawyer State Park Manager's office. Rent shall be paid in advance of the month for which the rent accrues, and in no event later than the first (1<sup>st</sup>) of the month.

#### SECTION XI

##### Fixture and Equipment

All goods and chattels placed in or upon or attached to the licensed premises shall be so placed, or attached, at the sole risk of the Bidder and the Commonwealth shall not be liable for injury or damage to property for any cause.

The Bidder shall be responsible for obtaining insurance coverage for all damages, which may be incurred to the food truck, as well as the contents of the food truck, including any inventory owned by the Bidder. Said insurance shall be obtained from a reputable insurance company authorized to do business in the Commonwealth of Kentucky and include the Commonwealth as an additional insured. This coverage shall protect all personal property, including but not limited to, supplies, inventory and equipment related to the Bidder's operation of its business.

#### SECTION XII

##### Renovation/Alteration of Licensed Premises

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 for the food truck operation.

SECTION XIII  
Utilities, Maintenance and Garbage Collection

There will be no utilities available to/provided for the Bidder. The food truck(s) must be self-contained, providing its own power, water, and waste management.

The Bidder is responsible for disposal of waste materials that it or its employees create in the licensed area. The Department of Parks retains the authority to require the Bidder to maintain the areas adjacent to its licensed space clean of trash. If the Bidder fails to clean up its area after being requested to do so by the Department of Parks, the Licensor may have the area cleaned and bill the Bidder for the time and material required to dispose of the refuse. The Department of Parks shall not collect nor dispose of any waste and/or material which is subject to regulation by any governmental agency, for example, the Kentucky Natural Resources and Environmental Protection Cabinet, the United States Environmental Protection Agency, or the United States Department of Energy.

SECTION XIV  
Cancellation Clause

Either party may terminate the resulting license by giving notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date of such termination. Time to be computed from date of mailing notice.

SECTION XV  
Termination for Default

If at any time during the period in which the resulting Agreement is in effect, the Bidder, in the opinion of the Commonwealth, defaults on any obligation incurred hereunder, including the payment of rent and utilities, then the Agreement shall be subject to termination by the Commonwealth, with no right of recourse remaining with the Bidder. All rights and benefits conferred within the resulting license shall be deemed forfeited and the Bidder shall quietly surrender possession of the demised property to the Commonwealth, provided however, that before any termination shall occur for default, the Bidder shall be given 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 Agreement shall remain in full force and effect.



SECTION XVI  
Indemnity and Liability 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 may 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 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 Commonwealth by third persons; and shall pay judgments 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 for personal injury, and \$100,000.00 property damage. The Bidder shall also provide insurance coverage for its mobile food truck/canteen/concessions vehicle. Said insurance policies shall name the Commonwealth as an additional insured and shall contain a non-cancellation clause notifying the Commonwealth at least thirty (30) days in advance of any proposed cancellation. Copies of all insurance policies shall be submitted to the Commonwealth annually for review and approval.

The Bidder shall be responsible for annually furnishing the Commonwealth with a copy of the certificate of renewal for the insurance policies required by Section XI Equipment and Section XVI Liability Insurance.

SECTION XVII  
Rules and Regulations

The Bidder shall abide by all municipal, county, state and federal laws, ordinances, rules and regulations of the Commonwealth as in effect from time to time (to the extent that Commonwealth's rules and regulations are not inconsistent with the terms of the License Agreement). The Bidder shall also obtain all necessary and required property licenses, permits, authorizations or certificates from any and all local, state, and federal governmental agencies. The Bidder agrees that should its operation be shut down for its willful or negligent failure to comply with the requirements of the Health Department of Commonwealth of Kentucky, the Bidder shall be in default of the License Agreement and said Agreement will be terminated under Section XV.

The Bidder agrees to conform to all laws and applicable regulations prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), material status, political affiliation, or disability.

All ad valorem taxes that may be lawfully imposed by the State of Kentucky and its political subdivisions upon the structures and equipment of the Bidder in or upon the premises shall be paid promptly by the Bidder.

SECTION XVIII  
Assignment, Sublease

The Bidder shall not voluntarily, involuntarily, or by operation of law assign, sublet, or transfer the resulting Agreement or any interest established herein, or mortgage or otherwise encumber all or any part of the premises to any other person, partnership, corporation or other entity without first obtaining in each and every instance the Commonwealth and the Finance and Administration Cabinet's prior written consent, and any attempt to assign, sublet, or transfer the resulting Agreement or any interest established herein, or mortgage or otherwise encumber all or any part of the premises without such consent shall be void. If an assignment of the license is made with the consent of the Commonwealth and the Finance and Administration cabinet, then Bidder shall not be relieved from the payment of all rent according to the terms hereof or for the performance of all other terms, covenants and conditions of the License. If the Bidder is a corporation, then any transfer of this license by merger, consolidation or liquidation, or any change in ownership of, or power to vote the majority of its outstanding voting stock shall constitute an assignment of obtaining Finance's consent to any subsequent assignment of subletting. No assignment will be effective or binding against the Commonwealth until such time as the assignee executes an amendment reflecting such assignment.

SECTION XIX  
Accounting

The Bidder shall keep adequate records, books, and accounts covering the business operations conducted upon the premises, in such form as the Commonwealth may prescribe, and shall employ an independent audit agency to perform annual post audits, when at the discretion of the Commonwealth an audit is desirable. Such records and books of account shall be open for inspection or audit by the agents and employees of the

Commonwealth at all reasonable times. All records of products, sales, maintenance, and sanitation are to be made available to the Commonwealth for inspection upon request.

SECTION XX  
Holdover

In the event the Bidder remains in possession of the licensed premises after the expiration date of the resulting License Agreement, and without execution of a new License or License Renewal Addendum, the Bidder, at the option of the Commonwealth, shall be deemed to be occupying the licensed premises as a Licensee from month-to-month, subject to all of the conditions, provision and obligations of the License Agreement insofar as the same are applicable to a month-to-month License.

SECTION XXI  
Amendment of Resulting License Agreement

It is agreed by the parties to the resulting License Agreement(s) that all prior negotiations have been merged into said resulting Agreement, which may not be modified, altered or amended, except by an Amendment to License Agreement, executed by all parties to the resulting Agreement.

SECTION XXII  
Construction of Resulting License Agreement(s)

It is agreed by the parties hereto that all questions as to the execution, validity, interpretation, construction, and performance of the resulting License Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto further agree that any legal action which is brought on the basis of said Agreement shall be filed in Franklin County, Kentucky.

SECTION XXIII  
Financial Auditor or Program Review

The Licensee, as defined in KRS 45A.030 (10), agrees that the Department of Parks, 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 this License for the purpose of financial audit or program review. Furthermore, any books,

documents, papers, records or other evidence provided to the Department of Parks, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract 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 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 XXIV

##### 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 food/grocery items; paraphernalia, souvenirs, any and all other incidental income, including the total sale amount of consigned items, resulting from the term of the License Agreement. 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, are exempt from the gross receipts for fee purposes.

Gross receipts as defined in reference to revenue derived from any and all consigned items, such as 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.

**FORM OF PROPOSAL (REQUEST FOR BIDS)**

TO: Finance and Administration Cabinet RFB NO: \_\_\_\_\_ 071724  
Department for Facilities & Support Services  
Division of Real Properties BID OPENING: July 17, 2024  
3rd Floor, Bush Building  
403 Wapping Street \_\_\_\_\_ 3:00 p.m. EDT  
Frankfort, Kentucky 40601-2607

**BID FORM**

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

For the right to provide Bidder's modern mobile shaved ice truck/canteen/concession services for events at locations within E.P. Tom Sawyer State Park, Bidder proposes to pay March through November of each year of the resulting agreement:

\_\_\_\_\_ % of gross receipts derived from the mobile food truck/concessions services.

I have enclosed my bid deposit equal to \$100.00, and a summary of past experience in operating a food truck providing concessions, canteen, catering, and retail business.

SIGNED:

\_\_\_\_\_  
BIDDER

**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.**

**MULTIPLE BIDDERS MAY BE AWARDED A LICENSE AGREEMENT FOR THIS RFB.**



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

Rev. 9-16-22

**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 offeror 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: \_\_\_\_\_