

COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
DIVISION OF REAL PROPERTIES

REQUEST FOR PROPOSALS (RFP)

FOR LEASE
State-Owned Real Property

Operation of Canteen Services at
Wendell H. Ford Regional Training Center
Building 212
4675 State Route 181 North
Greenville, Muhlenberg County, Kentucky 42345

Request for Proposal (RFP) No: 042926
Proposal Closing: Wednesday, April 29, 2026 at 3:00 p.m.

INSTRUCTIONS TO OFFERORS

- (1) Proposal must be submitted on the "Form of Proposal" included within and made part of this invitation, 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 "Proposal closing" date and time.
- (2) The Commonwealth of Kentucky reserves the unqualified right to reject any or all Proposals.
- (3) For further information or to obtain a hard copy of this RFP, contact Nancy Brownlee, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, KY 40601-2607, 502/782-0363, nancy.brownlee@ky.gov.

**GENERAL TERMS AND CONDITIONS
REQUEST FOR PROPOSALS (RFP)
CANTEEN OPERATION**

SECTION I
Scope of Contract

At the request of the Department of Military Affairs (hereinafter referred to as the "Commonwealth," the Division of Real Properties issues this Request for Proposals (RFP) on:

The Canteen Operation at Wendell H. Ford Regional Training Center, in Building 212, in which includes 1,129 square feet, located at 4675 State Route 181 North, Muhlenberg County, Kentucky. The leased premises shall be used exclusively for canteen operation. The Offeror may also provide and utilize a mobile food truck/trailer in addition to the use of the canteen.

Proposals submitted shall be for a flat monthly rate, payable to the Department of Military Affairs. Minimum Proposal will be \$100.00.

SECTION II
Lease Period

The Lease Agreement established from this RFP will be for the period, beginning upon the execution by the Secretary and shall end one year thereafter, with the option to renew for four (4) additional one (1) year lease periods of each, upon written mutual consent, however, no extension shall prolong the term of the Lease Agreement beyond December 31, 2031.

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

SECTION III
Basis of Proposal Quotations

Proposals quoted in response to this RFP shall remain firm for the initial lease period of the resulting Lease Agreement. However, at the end of each lease period and prior to any renewal of the resulting Lease, the Commonwealth shall review the current monetary consideration given by the Offeror and shall determine whether there is a need to increase the rental consideration paid by the Offeror. If the parties agree on a rental increase, then the Lease Agreement shall be amended to reflect the change.

SECTION IV
Site Visit

Offerors are required to inspect the site where services are to be performed to satisfy themselves as to all general and local conditions that may affect the cost of performance of the resulting Lease, 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 lease. **Proposals will not be accepted from those Offerors who do not visit and inspect the site.** (IN NO EVENT WILL A FAILURE TO INSPECT THE SITE CONSTITUTE GROUNDS FOR A CLAIM AFTERWARD OF THE PROPOSAL).

For further information concerning the exact location and access to the site, please contact: Eric Lyons, Facility Manager, Wendell H. Ford Regional Training Center, (502) 607-7303, email: eric.g.lyons.nfg@army.mil

Contact should be limited to **only** scheduling a site visit to the facility at least two weeks prior to the deadline for submissions, and **no later than April 17, 2026**. The Facility Manager shall maintain and forward to the Commonwealth Buyer a listing of those potential Offerors visiting the facility, as well as any questions from potential Offerors. The Facility Manager will be unable to answer questions. Offeror's questions should be addressed to the Buyer **prior to April 20, 2026**: Nancy Brownlee at nancy.brownlee@ky.gov The Buyer will collect answers to questions until from appropriate agencies and prepare an amendment with official answers to questions to this RFP on the website below.

The only official response to potential Offerors' questions will be made in writing by an amendment to this Proposal package and posted on <https://vss.ky.gov/vssprod-ext/Advantage4>.

SECTION V
Proposal Deposit

Offerors are instructed to furnish a Proposal deposit of \$1,000.00 as part of this Proposal. This sum will be returned to all unsuccessful Offerors. The Proposal deposit must be submitted by certified check or cashier's check made payable to the Kentucky State Treasurer.

SECTION VI
Method of Award

A Lease Agreement will be awarded to responsive and responsible Offeror submitting the Proposal offering the best value to the Commonwealth. Such Proposal shall be for the lease and operation of a canteen at the Wendell H. Ford Regional Training Center. Proposals shall be evaluated based on price and experience. The Division of Real

Properties reserves the right to reject any and all Proposals and to waive technicalities. Offerors are instructed to furnish, with its proposal, a description of the Offeror's past experience in operating a canteen, store, and in retail business in general.

Review of Proposals received	
Criteria	Points Possible
Proposal amount – MONTHLY annual \$ amount rent payable to COK	70
Offeror's references, canteen operational plan and experience*	15
Offeror's Financial Information**	15
Total Points Possible	100

*This section shall be reviewed/scored by the Department of Military Affairs.

**This section shall be reviewed/scored by the Office of Financial Management, Finance and Administration Cabinet

Offeror shall possess a minimum of three (3) years of full food service experience ("Experience") which shall include management, preparation, food-handling, ordering, receiving and storing of perishable and non-perishable subsistence products, menu preparation, nutritional analysis, meal preparation and serving, sanitation, and compliance with and health and safety regulations. Offeror shall ensure all employees and contractors are certified through the Muhlenberg County Health Department and acquire a Food Handlers Permit within thirty (30) days of hire. Offeror shall acquire any/all other certification required.

SECTION VII Service Performance

Offeror shall provide subsistence of the highest possible quality of palatability, nutritional value, and troop acceptability exceeding sanitary standards.

Security concerns may require the unscheduled closure of Wendell H. Ford Regional Training Center (WHFRTC) Installation-access gates causing persons entering or exiting WHFRTC to experience unexpected and prolonged delays. Offeror agrees that Department of Military Affairs cannot predict or prevent such delays and waives, declines, and otherwise agrees to not seek compensation or reimbursement arising therefrom.

Vehicles operating on or attempting to enter WHFRTC are subject to search by WHFRTC security. DMA may terminate installation driving privileges of any person who operates a

vehicle in an unsafe manner or who violates applicable motor vehicle regulations. Offeror personnel operating vehicles on WHFRTC shall possess a valid state license to operate a motor-vehicle, maintain vehicle insurance for all vehicles operated on WHFRTC, and comply with Installation Standard Operating Procedures (ISOPs) which may be requested from Department of Military Affairs.

Offeror shall educate personnel on installation regulations concerning fire, traffic, safety and security, and shall ensure personnel comply therewith while at WHFRTC. Offeror personnel shall not enter restricted areas unless required to do so and then, only with prior authorization. Offeror personnel shall carry proper identification at all times and shall be subject to security checks as may be deemed necessary by WHFRTC Security. Offeror shall obtain installation regulations, orders, security and access requirements affecting Offeror performance from the COR and shall ensure personnel compliance therewith. Offeror shall be responsible for obtaining Installation access for personnel required to be present at WHFRTC. Department of Military Affairs (DMA) reserves the right to direct the removal of an employee for misconduct, security threat, or overt evidence of communicable disease. DMA removal of Offeror personnel for the reasons stated above shall not relieve Offeror from its responsibility to perform the resulting lease agreement activities to the fullest extent.

Offeror personnel requiring access to WHFRTC that do not possess a Common Access Card (CAC) shall comply with adjudication standards and procedures using the National Crime Information Center Interstate identification (NCIC-111) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), installation, facility and area commander installation/facility access, and local security policies and procedures.

Offeror personnel shall provide information required for the completion of security background investigations sufficient to meet installation access requirements by the installation Provost Marshal Office, Director of Emergency Services, or Security Office. Offeror shall ensure personnel compliance with all personal identity verification requirements directed by the Department of Defense (DoD), Headquarters Department of Army (HODA), and other authorized security force personnel. Should the Force Protection Condition (FPCON) change, DMA may require changes in Offeror security matters or processes with notice to Offeror.

Offeror personnel requiring access to WHFRTC that do not possess a Common Access Card (CAC) shall comply with adjudication standards and procedures using the National Crime Information Center Interstate identification (NCIC-111) and Terrorist Screening Database (TSDB) (Army Directive 2014-05/AR 190-13), installation, facility and area commander installation/facility access, and local security policies and procedures. A valid drivers license will be required.

Communications with Department of Defense (DoD) organizations are subject to COMSEC

surveillance and review. Recognizing that telephone communications networks are subject to Intercept by unfriendly intelligence organizations, the DoD has authorized military departments to conduct COMSEC surveillance/monitoring and recording of telephone calls originating from, or terminating at, DoD organizations. Offeror is advised that all telephonic communications placed or received at WHFRTC are subject to COMSEC. Offeror shall ensure wide and frequent dissemination of this information to personnel. Offeror shall abide by all state and federal government regulations concerning the authorized use of government infrastructure to include computer networks and restrictions against using government networks to recruit government personnel or advertise Job openings.

Offeror personnel requiring access to WHFRTC shall complete Level 1 AT within thirty (30) calendar days after contract start date or hire, whichever shall first occur. Offeror shall submit certificates of completion for affected personnel to the COR within fifteen (15) calendar days after completion of training. Military Affairs will provide the Level 1 AT training directions.

Offeror will brief all employees and contractors on the local IWATCh program provided by the Department of Military Affairs. Report suspicious activity to the Security Manager, Branch Manager, or Antimerism Officer. Offeror shall report training completion for itself and affected individual personnel to the Department of Military Affairs within fifteen (15) calendar days after completion.

Offeror personnel shall not be permitted to carry firearms, knives, or other lethal weapons on WHFRTC other than kitchen equipment reasonably required for the completion of the resulting lease agreement activities.

References to "keys" throughout this RFP contemplate traditional access keys and key cards. Offeror shall establish and implement methods to ensure DMA-issued keys are not lost, misplaced, or used by unauthorized persons. DMA-issued keys shall not be duplicated. Offeror shall include key control procedures in the QCP and seek the return of keys from personnel who no longer require access to locked areas. Offeror shall immediately report any occurrence of a lost, misplaced, or duplicated key to the COR. In the event that a key, other than a master key, is lost, misplaced, or duplicated, Offeror shall, upon direction by the KO, re-key or replace the affected lock or locks at Offeror's expense and effort. DMA, in its sole discretion, may elect to replace affected lock or locks or perform re-keying whereupon DMA will deduct the total cost of lock replacement or re-keying from monthly payment due Offeror. In the event a master key is lost, misplaced, or duplicated, DMA shall replace all locks and keys for that system and deduct the total cost from monthly payment due Offeror. Offeror shall prohibit use of DMA keys by persons other than authorized Offeror personnel. Offeror shall prohibit the opening of locked areas by personnel to permit the entrance of persons other than Offeror personnel engaged in the performance of services in those areas or personnel authorized entrance by the KO. Offeror shall establish and implement methods of ensuring that no lock combinations are

revealed to unauthorized persons. Offeror shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in Offeror's QCP.

The Offeror 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.

Minimum services required – Vending services to include four (4) vending machines. One (1) beverage machine for soda, water, sport, and energy drinks. One (1) snack machine that includes candy bars, cookies, health bars, nuts, and chips. One (1) refrigerated machine with perishable/microwavable food such as breakfast sandwiches, lunch sandwiches, or other meal options. One (1) machine that offers sundries such as toiletries/personal hygiene items, and other small convenience items.

A mid-tier operation would consist of a manned or unmanned operation with handmade deli and breakfast sandwiches, stocked shelved items to include the above listed items in the minimum service requirements. Additional food selections could be added with the Department of Military Affairs' prior written approval.

A top-tier operation would be expected to provide first-class quality convenience foods, beverages (to include a selection of spirits, beer and wine), tobacco products (to include smoke and smokeless), personal hygiene items and other such services as are of the highest quality commensurate with industry standards prevailing in similar facilities in the general geographic are. The Offeror agrees to comply with such standards of quality as may from time to time be adopted by the Commonwealth.

The Offeror may use at times a food truck/trailer that has been approved for use by the local health department. The Offeror shall not do, or permit to be done, in or about the premises, or in connection with its operation of the canteen store or truck/trailer anything which is illegal or unlawful or which is hazardous or dangerous. The truck/trailer shall be mobile, not stored on Lessor's property, and located on Lessor's property only when in use. The Offeror shall sell hot or cold food such as sandwiches, hamburgers, tacos, bar-b-que, etc.

If offering the sale of alcohol and tobacco, the Offeror shall obtain and maintain its own liquor license through Central City, and any other license for tobacco and smokeless products through required local municipalities and the State of Kentucky and pay respective sales taxes.

The Offeror 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 Offeror 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 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 leased premises at all reasonable times during the terms of the resulting lease for purposes of inspecting the leased premises and monitoring the Offeror's compliance with the terms and conditions of the resulting Agreement.

The Offeror must provide employee background screenings for access to the installation, and the Offeror must inform the Facilities Manager of changes to their employee status in reference to criminal charges that would prevent their access to the installation.

Offeror personnel shall provide information required for the completion of security background investigations sufficient to meet installation access requirements by the Installation Provost Marshal Office, Director of Emergency Services, or Security Office. Offeror shall ensure personnel compliance with all personal identity verification requirements directed by the Department of Defense (DoD), Headquarters Department of Army (HODA), and other authorized security force personnel. Should the Force Protection Condition (FPCON) change, DMA may require changes in Offeror security matters or processes with notice to Offeror.

The Offeror shall comply with all provisions of the American with Disabilities Act as it relates to the Offeror's operation of a canteen facility. The Offeror shall, at its own expense, provide an adequate number of personnel required to serve properly the patrons at the premises. The employees, servants and agents of the Commonwealth shall have the right to enter upon the leased premises at all reasonable times during the term of the resulting lease for purposes of inspecting the leased premises and monitoring the Offeror's compliance with the terms and conditions of the resulting Agreement.

SECTION VIII Hours of Operation

The canteen and/or mobile food truck shall be open to the public based on site training events, schools, classes, and other needs, and number of soldiers at the facility. A weekly occupation schedule may be provided to the Offeror. Hours of operation and service, other than stated previously, shall be set by the Offeror based on the Offeror's assessment of when those hours should be. However, whatever hours of operation are set by the Offeror, the hours of operation shall be conspicuously posted at the facility. The Offeror must provide the Facilities Manager a list of employees that must gain access to the installation to perform their required job duties. All employees are subject to a background check (see

Section VII).

Offeror shall make canteen facilities and/or mobile food truck available and provide food services at designated times which shall be in Central Standard Time (CST).

Excepting recognized US holidays, WHFRTC closure for local or national emergencies, administrative closings, government-directed facility/Installation closings, or as otherwise provided herein, Offeror shall make dining facilities available and provide food services at regular business hours.

Offeror shall maintain an adequate workforce to ensure the uninterrupted and full performance of services required by this Request for Proposals upon which DMA depends.

Offeror is advised that food service needs and the number of diners will not be consistent. DMA may require Offeror provide food services at times additional to Regular Business Hours as training schedules or agency missions require. DMA shall provide Offeror reasonable notice of additional hours required, which shall be at least twenty-four (24) hours advance notice.

SECTION IX Rental and Utility Payments

The successful Offeror shall tender rent and utility payments under the Lease Agreement to the Department of Military Affairs monthly at Department of Military Affairs, Facilities Division, Building 162, Boone National Guard Center, Frankfort, Ky. 40601. Rent and utility payments shall be paid in advance of the month for which the rent accrues, and in no event later than the first (1st) of the month.

SECTION X Fixture and Equipment

The Lessor shall provide a 3-compartment sink, two residential stoves, two vent stove vent fans, grease trap, small upright Hair freezer/refrigerator, Manitowoc ice dispenser (not maker), two standup coolers for can and bottle drinks, one Frigidaire freezer, one locking cage, and one Bunn teak maker. All existing equipment/fixtures used by the Offeror for the operation of the canteen store shall remain the property of the Commonwealth. The Department of Military Affairs shall repair or replace its equipment provided. All goods and chattels placed in or upon or attached to the premises shall be so placed or attached at the sole risk of the Offeror and the Commonwealth shall not be liable for injury or damage to property for any cause.

The successful Offeror shall submit a \$1,000.00 refundable deposit. Any equipment/fixtures installed by the Offeror that requires permanent attachment to the building's structure (floor,

wall or ceiling) may be removed by the Offeror upon termination of the Lease Agreement subject to returning the premises to as good or better condition. In the event the Lease Agreement is terminated for default, the Offeror shall not be entitled to any compensation from the Commonwealth for such equipment/fixtures. In the event the Lease Agreement terminates for any other reason, the Offeror shall be permitted to submit a claim for its expenses pursuant to 200 KAR 5:312.

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

SECTION XI Renovation/Alteration of Leased Premises

The Offeror may, with prior consent of the Department of Military Affairs, Facilities Division, and the Finance and Administration Cabinet, Department for Facilities and Support Services, Division of Engineering and Contract Administration, renovate or alter the leased premises, erect structures and install equipment in or upon the leased premises at the Offeror'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, subject to the provisions of Section XI hereunder, 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 Offeror shall promptly repair any damage to the leased premises resulting from the installation or removal of same and return the leased premises to its original condition, at the Offeror's sole expense. Structures and equipment not removed from the premises at the termination, cancellation or expiration of the resulting Lease shall become the property of the Commonwealth, which may, at its sole discretion, assess the Offeror the costs of removal or repair incurred by said Commonwealth as a result of the Offeror's failure, howsoever caused, to affect the removal or repair required herein.

Prior to Offeror initiating any renovation or alteration to the leased premises, such renovation or alteration must be approved by the Commonwealth; the Division of Engineering/Finance and Administration Cabinet; and the Department of Housing, Buildings and Construction/Public Protection and Regulation Cabinet.

The Offeror shall not hang any sign, bunting, or other advertising or decorative materials on the premises, or employ loudspeakers, phonographs, or radio broadcasts either indoors or outdoors, without the prior written consent of the Commonwealth. All advertising of any

kind by the Offeror shall be subject to the advance written approval of the Commonwealth in its sole discretion.

The Offeror 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 demised premises during the resulting Lease.

The Offeror 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 leased premises; nor as giving the Offeror 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 Offeror's leasehold interest in the leased premises by reason of work, supplied to the Offeror. If a mechanic's or materialman's lien shall be filed against the leased premises at any time, the Offeror 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 Offeror, in good faith, disputes the validity or correctness of any lien, then the Offeror 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 they shall diligently proceed to initiate and conduct appropriate proceedings to determine the correctness or validity of such lien. The Offeror 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 Offeror fails to cause any such lien to be discharged within the period aforesaid or fail to contest the same as provided above, the Offeror shall be deemed to be in default of the resulting Agreement, which shall be a basis for termination of said Agreement under Section XIV.

SECTION XII

Utilities, Telephone, Maintenance and Garbage Collection

Utilities Expense: The Lessee will be responsible for paying all utility bills at a set rate of \$500.00 per month. The rate includes water, electricity, gas, phone, and trash disposal.

Heating and Air Conditioning: It is the further understanding of the parties that Lessor shall be solely responsible for the utility costs associated with heating and air conditioning of the occupied area, including costs related to portable units and fuel for the mobile food truck. As to the portable units and fuel, the Offeror shall use and operate the units and fuel in a safe manner and in compliance with all safety instructions and applicable laws and regulations. Further, the Offeror shall indemnify and hold harmless the Lessor from any and all claims, demands, damages, actions, costs, including attorney fees, and charges to

which the Lessor may be subject, or which the Lessor may have to pay by reason of the Offeror's use or operation of the portable units and fuel. This clause is meant to compliment and is partially duplicative of and shall not be construed to be in conflict with, Section XV. Further, this clause shall not be construed to limit the Offeror's liability in any manner.

Telecommunication/Telephone: The Lessor shall provide communication systems and facilities, which it will install and maintain upon request. Billing for these services will be processed to the Offeror monthly. The Offeror shall have the option to select any commercial communications Offerors to service the premises that it occupies. The Lessor is obligated to provide a point of presence to that Offeror. If the Offeror chooses to install its own wiring and communications system, it must have prior approval from the Commonwealth. The Offeror shall be responsible for providing and paying for wi-fi/internet for the canteen operation.

Janitorial Services: The Offeror shall be responsible for janitorial services in the areas it occupies. The Offeror is authorized to separately contract for janitorial services for the areas it occupies.

Maintenance and Repair of Utilities: The Lessor is responsible for the maintenance and repair of utilities up to the utility meter, or five feet from where the utility enters or exits the subject building, unless said maintenance or repair is the result of the negligence of the Offeror, its employees, agents, assigns, independent contractors, or successors. In the event that said maintenance or repair is the result of the negligence of the Offeror, its employees, agents, assigns, independent contractors, or successors, the Offeror shall promptly reimburse the Lessor for the cost of the maintenance or repair, including but not limited to, labor and materials. The Offeror is responsible for the maintenance and repair of the utilities within the area of the building which it occupies, including but not limited to, utilities inside of the walls, ceilings, and floors, unless said maintenance or repair is the result of negligence of the Lessor, its employees, agents, assigns, independent contractors, or successors. In the event that said maintenance or repair is the result of the negligence of the Lessor, its employees, agents, assigns, independent contractors, or successors, the Lessor shall promptly reimburse the Offeror for the costs of the maintenance or repair, including but not limited to, labor and materials.

Refuse Collection: The DMA shall provide refuse collection and disposal of waste materials, except as provided herein, the common-use areas and from the grounds. The Offeror is responsible for disposal of waste materials that it or its employees create in the leased area(s). The DMA retains the authority to require the Offeror to maintain the areas adjacent to its leased space clean of trash. If the Offeror fails to clean up its area after being requested to do so by the DMA, the Lessor may have the area cleaned and bill the Offeror for the time and material required to dispose of the refuse. The DMA shall not collect nor dispose of any waste and/or material which is subject to regulation by any governmental agency, for example, the Kentucky Energy and Environment Cabinet, the United States Environmental Protection Agency, or the United State Department of Energy.

SECTION XIII
Cancellation Clause

Either party may terminate the resulting Lease 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 XIV
Termination for Default

If at any time during the period in which the resulting Agreement is in effect, the Offeror, 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 Offeror. All rights and benefits conferred within the resulting lease shall be deemed forfeited and the Offeror shall quietly surrender possession of the demised property to the Commonwealth, provided however, that before any termination shall occur for default, the Offeror 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 XV
Insurance Coverage

The Offeror 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 Offeror 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 Offeror 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.

*** Proof of all required insurances should be provided prior to award. ***

A Certificate of Insurance (COI) on an ACORD form is required unless approved by the Commonwealth's Office of the Controller.

A. Required Coverage

The awarded Offeror shall be responsible for maintaining, and not reducing, the following insurance coverages, types, and limits of liability. Further awarded Offeror shall be able to produce evidence of insurance in compliance with part C of this section through the entire contract:

Commercial General Liability Insurance in accordance with minimum limits of liability of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. The Commonwealth, in the Request for Proposals, may require higher limits depending on the type of solicitation.

B. Additional Types of Insurance

(*The Commonwealth reserves the right to require higher coverage amounts if needed based on the type of contract and associated risk)

1. Automobile Liability Insurance (If Applicable)

Automobile Liability Insurance is required for delivery, onsite training, services or events in all situations where the awarded Offeror must drive to any property where Commonwealth operations occur. With regard to delivery, if the items requested in this solicitation will be delivered by the awarded Offeror or Subcontractor, proof of Automobile Liability Insurance must be provided prior to award. ***If items will be delivered by common courier (USPS, FedEx, UPS, Old Dominion Freight Line, etc.), this requirement does not apply.***

The Offeror or Subcontractor must provide a certificate of insurance coverage for any vehicle used in performance of this contract, whether owned, non-owned, or hired, or other vehicles utilized by the Offeror or Subcontractor. Said policy of insurance to have a minimum coverage limit of \$1,000,000.00 per occurrence combined single limit for bodily injury, including death, and property damage.

This requirement does not apply if the Offeror does not own, lease, or hire any automobiles to be used in connection with performance under any Agreement resulting from this Solicitation.

2. Professional Liability Insurance (If Applicable)

Professional Liability (Error & Omissions) Insurance shall be required for all professional services performed by licensed or certificated individuals or individuals working on behalf of licensed or certificated individuals. The required Professional Liability Insurance shall have a minimum limit of liability of \$1,000,000.00 per claim for damages arising out of negligent acts, errors, and/or omissions in the performance of services.

3. Content Insurance

The successful Offeror shall be responsible for obtaining insurance coverage for all damages which may be incurred by the contents of the canteen structure, including any inventory, owned by the Lessee. Said insurance shall be obtained from a reputable insurance company authorized to do business in the Commonwealth of Kentucky. This coverage shall protect all personal property, including but not limited to, supplies, inventory and equipment related to the successful Offeror's operation of its business.

C. Evidence of Insurance Coverage

The successful Offeror shall provide evidence of insurance coverage as required. Failure to do so shall constitute a material breach of this Agreement and may result in immediate cancellation of the Agreement.

For all required insurance coverages, during the course of the Agreement, the awarded

Offeror shall not be self-insured or utilize a Captive Insurer or a fronting policy that shifts risk back to the awarded vendor without prior written approval by the Office of the Controller of the Commonwealth.

Further, the awarded Offeror shall not utilize an insurer or similar entity not in good standing with the Insurance Commissioner to fulfill the insurance requirements of the Agreement without prior written approval by the Office of the Controller of the Commonwealth.

Such approvals may require additional financial review, proof of funds, or bonding requirements sufficient for the risk associated with the services covered by the Agreement, and approval or rejection is within the sole discretion of the Commonwealth's Office of the Controller.

Successful Offeror shall furnish the Certificate of Insurance prior to award and shall, upon request of the Commonwealth at any time during the agreement term, provide a current, valid Certificate of Insurance.

Successful Offeror and/or its insurer shall provide immediate notice of nonrenewal or cancellation of coverage during the course of the Agreement.

All Certificates of Insurance must be signed by an authorized representative of the insurance agency, shall be in compliance with the laws of the Commonwealth of Kentucky, and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky. The insurer shall have an AM Best rating of B+ or higher. Visit www.ambest.com for verification. Failure to meet this requirement may result in the Proposal being deemed non-responsive. A list of authorized companies can be found at <https://insurance.ky.gov/ppc/Company/Default.aspx>.

The certificate holder shall be listed as:

Cabinet: DEPARTMENT OF MILITARY AFFAIRS
Address: 101 MINUTEMAN PARKWAY, FRANFORT, KY 40601
Attn: JOE SANDERSON

Endorsement of Additional Insured. Certificate of Insurance must contain the following language in the Description of Operations box:

"The Commonwealth and its agents are Additional Insureds for the contract resulting from the solicitation. Additional insured protection afforded is on a primary and non-contributory basis."

A copy of the Endorsement of Additional Insured must be submitted with the Certificate of Insurance.

D. Subcontractors

If the agreement allows for Subcontractors and utilizes Subcontractors, prior to the commencement of any work by a Subcontractor.

- The primary Contractor's Certificate of Insurance must identify coverage that meets or exceeds the insurance requirements defined in this contract and that covers Subcontractor and its work in support of the Contract or the Subcontractor must submit and maintain a Certificate of Insurance that also meets or exceeds the insurance requirements of the Primary Contractor defined in this contract, with an Additional Insured Endorsement.
- Procuring Agency reserves the right to request copies of all Subcontractor's Certificate(s) of Insurance at any time.

The Offeror shall be responsible for annually furnishing the Commonwealth with a copy of the certificate of renewal for the insurance policies required by Section XVI Insurance Coverage.

SECTION XVI Rules and Regulations

The Offeror 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 Lease Agreement). The Offeror shall also obtain all necessary and required property leases, permits, authorizations or certificates. The Offeror 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 Offeror shall be in default of the Lease Agreement and same Agreement will be terminated under Section XIV.

Offeror shall provide all personnel upon employment and on a quarterly basis thereafter, training in the principles and practices of personal hygiene, food service sanitation, and the first aid to ensure all personnel perform with the highest standards of efficiency, courtesy and sanitation. The cost of such training shall be the responsibility of the Offeror. The scope of training shall be directed to the individual's role in prevention of food-borne illness. Training records shall be maintained at the facility and be readily available for review by the Department of Military Affairs. Offeror's program shall be documented and submitted to the Department of Military Affairs for review *not later than fourteen (14) days after Agreement award and after each quarterly training thereafter.*

Offeror shall obtain all permits required to operate a canteen facility from:

The Kentucky Cabinet for Health Services
Food Safety Branch, MS#HS2EC
275 East Main Street
Frankfort, KY 40621

502-564-7191

Offeror shall pay all required fees to obtain, at a minimum, *semi-annual inspection services* by:

Muhlenberg County Health Department
Legion Drive
Central City, KY 42330
270-754-5741

Offeror shall promptly forward a copy of all inspections to the COR. Offeror shall ensure the facility is operated in accordance with the Kentucky Food Establishment Act and State Retail Food Code, published by the Kentucky Department of Health Services.

The Offeror 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 which may be lawfully imposed by the State of Kentucky and its political subdivisions upon the structures and equipment of the Offeror in or upon the premises shall be paid promptly by the Offeror.

SECTION XVII
Assignment, Sublease

The Offeror 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 Lease is made with the consent of the Commonwealth and the Finance and Administration cabinet, then Offeror 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 Lease. If the Offeror is a corporation, then any transfer of this Lease 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 XVIII
Accounting

The Offeror 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 XIX
Holdover

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

SECTION XX
Responsibility for Repairs or Reconstruction in the Event
of Fire or Other Casualty

- (a) If the demised premises shall, without fault of the Offeror, (see (b) below) 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 Offeror 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 Offeror shall have and surrender to the Commonwealth such possession. At that time, the Lease Agreement shall become void and lease 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 Offeror shall be responsible to the Commonwealth for all damages to the leased premises caused by fire or other casualty which is the result of the Offeror's negligent use of the leased premises or willful conduct.

SECTION XXI
Amendment of Resulting Lease Agreement

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

SECTION XXII
Construction of Resulting Lease Agreement

It is agreed by the parties hereto that all questions as to the execution, validity, interpretation, construction and performance of the resulting Lease 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 Lessee, as defined in KRS 45A.030(10), agrees that the Department of Military Affairs, 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 Lease for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records or other evidence provided to the Department of Military Affairs, 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 Lease. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the service.

Section XXIV
Artificial Intelligence (AI)

Offeror agrees to adhere to [CIO-126 Artificial Intelligence Policy.pdf](#), which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Offeror agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI.

Further, Offeror understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Offerors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Offeror agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

Information Required in Each Proposal Offer

1. Contact: Include the name and phone number of the individual who is to be the principal contact with DMA.
2. Signature: The principal contact must include his/her signature on the proposal (p21).
3. References: Contact information for up to three (3) references should be provided in the Proposal. These references will have had retail business and canteen operation experiences within the past five (5) years by the Offeror. If no previous retail business or experience in the canteen business has been conducted by the Offeror, then character or other work references should be provided.
4. Proposal: Include a proposal amount payable to the Department of Military Affairs for the operation of canteen services (p21).
5. Operational plan for the canteen operation, including number of employees, rates/pricing, menus, supply chain, customer service policy, daily operating procedure, and on-site marketing.
6. Offeror's Financial Information, to include the following:
 - a. Last 3 years individual tax returns or financial statements of Offeror
 - b. Description of Offeror's experience and any planned changes at the canteen and any proposed financing for such changes
 - c. Bank credit references
7. Required Affidavits

Basis for Award

After determining that a proposal satisfies the requirements of this project, the Buyer and the Department of Military Affairs will evaluate each Proposal based on the following objective factors.

1. Proposal Amount70%
2. References/Operational Plan & Experience.....15%*
3. Financial Information provided.15%**

*DMA will review each Proposal and establish the points assigned for “References./Operational Plan & Experience”

DMA reserves the right to conduct discussions/meetings with any Offeror to determine their qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

** The Finance Cabinet’s Office of Financial Management will review the Offeror’s financial information.

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. 042926** have been arrived at by the bidder independently and have been submitted with, and without any agreement understanding or planned common course of action with any other lease 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 of 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 contracts with Commonwealth of Kentucky and is not in violation of any conflict of interest statute, including the provisions of KRS 45A.330 to 45A.34, 45A.990, 45A.64.390 or KRS11A.040 or the Executive Branch Code of Ethics; and,
 5. That I have fully informed myself regarding the accuracy of the statements made above.



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: _____