



Commonwealth of Kentucky

SOLICITATION

TITLE: KHP - Concession & Catering Services

DATE ISSUED 2008-12-23	SOLICITATION CLOSES Date: 2009-01-30 Time: 15:30:00	SOLICITATION NO. RFP 758 0800001605
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I S S U E D B Y	Room 096 Capitol Annex Amy Carol Richardson	A D D R E S S T O	Please see the Terms and Conditions For Information on where to submit Your Bid/Proposal.
V E N D O R	Name:	R E M I T T O	Name:
	Address:		Address:
	City, State Zip Code:		City, State Zip Code:
	Phone #:		Phone #:
	Email Address:		Email Address:
	Contact Name:		Contact Name:
	Contact Email:		Contact Email:
	Vendor Customer (VC) #:		Vendor Customer (VC) #:

FOR INFORMATION CALL:
Amy Carol Richardson
502-564-6524

ONLINE BIDDING PROHIBITED
Yes

OWNERSHIP TYPE:
☐ Sole Proprietorship ☐ Partnership ☐ Corporation

SIGNATURE OF AUTHORIZED AGENT IS REQUIRED UNLESS RESPONSE IS SUBMITTED ELECTRONICALLY

FAILURE TO SIGN SHALL RENDER THE BID INVALID.

Signature X _____ FEIN# _____ DATE _____

All offers subject to all terms and conditions contained in this solicitation.

Line Items

Line Group: Default Commodity Group

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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1 Food Concessions & Catering Service

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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96115 Concessions, Catering, Vending: Mobile and Stationary

Extended Description

See Attachment 8\Cost Proposal Form

B I L T O	279782	S H I P T O	279782
	KENTUCKY HORSE PARK		KENTUCKY HORSE PARK
	4089 IRONWORKS PARKWAY		4089 IRONWORKS PARKWAY
	LEXINGTON KY 40511 US		LEXINGTON KY 40511 US

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RFP AMENDMENTS

Amendment #3 – Posted Tuesday, December 23, 2008

- ✂ To accept the changes from Amendment #2
- ✂ To post Questions and Answer (See ATTACHMENT 10)
- ✂ To add the following Attachments:
 - Attachment 10—Questions and Answers
 - Attachment 11—2008 - 2013 Date Comparison
 - Attachment 12—Caters Currently Booked Non-equine
Special Events
 - Attachment 13—Answers to Question 7-Clubhouse
Restaurant Daily Menu
 - Attachment 14—Answer to Question 9
 - Attachment 15—Answer to Question 10 - KHP Historical
Sales Revenue
 - Attachment 16—Answer to Question 12 - Paid Visitor
Attendance
 - Attachment 17—Answer to Question 50 - Proposed
additional S&F

Amendment #2 – Posted Friday, December 12, 2008

(Please note that modifications to the RFP are indicated by red strikethroughs () or blue underlines ())

- ✂ To update the following sections of the RFP, please note the changes.
 - Section 30.010
 - Section 40.310
 - Section 50
 - Section 60.010
- ✂ To replace the following attachments with updated versions, please note the latest version.
 - Attachment 1

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Attachment 2
Attachment 3
Attachment 4
Attachment 5
Attachment 6
Attachment 7
Attachment 8
Attachment 9

✂ Please note that the bid closing time is 3:30 PM ET, not 1:30 PM ET.

Amendment #1 – Posted Tuesday, December 09, 2008

✂ To correct system issues which prevented the RFP from posting to the web on December 08, 2008

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COMMONWEALTH OF KENTUCKY

Request for Proposal (RFP)

For

**Kentucky Horse Park
Concession & Catering Services**

Solicitation Number: RFP-758-0800001605

December 08, 2008

**Issued by
The Finance and Administration Cabinet
On behalf of the
The Kentucky Horse Park**

Commonwealth Buyer:

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Amy Monroe Richardson, CPPB
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 373
FRANKFORT, KENTUCKY 40601
502-564-6524
Fax: 502-696-5194
Buyer Email: Amy.Richardson@ky.gov

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Section 10—Administrative Overview

Section 10.000—Purpose

This Request for Proposal (RFP) is being issued for the purpose of contracting with a food service provider to perform the following services at the Kentucky Horse Park (KHP): exclusive operation and management of the KHP's food service facilities and programs including the Clubhouse Restaurant, concession services, KHP sponsored events, catering and rental services as well as providing the equipment and capital improvements necessary to offer these services. The 2010 Alltech FEI World Equestrian Games (WEG) food services shall also be included under the scope of this RFP.

Section 10.010—Issuing Office

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The Commonwealth of Kentucky, Finance and Administration Cabinet, Office of Procurement Services, is issuing this RFP on behalf of the Kentucky Horse Park (KHP). The Finance and Administration Cabinet is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this RFP.

A contract, based on this RFP, may or may not be awarded. Any contract award from this RFP is invalid until properly approved and executed by the Finance and Administration Cabinet.

Section 10.020—Restrictions on Communications

The Commonwealth Buyer named below shall be the sole point of contact throughout the procurement process. All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to:

Commonwealth Buyer:
Amy Monroe Richardson, CPPB
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Material and Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 096
FRANKFORT KY 40601
(502) 564-6524
Fax: (502) 696-5194
Amy.Richardson@ky.gov

From the issue date of this RFP until a Contractor is selected and the selection is announced, Offerors shall not allowed to communicate with any Commonwealth Staff concerning this RFP except:

- The Commonwealth Buyer cited in this RFP;
- Commonwealth representatives during the Vendors' Conference/Site Visit; or
- Via written questions submitted to the Commonwealth Buyer.

For violation of this provision, the Commonwealth shall reserve the right to reject Vendors' proposal response.

Section 10.030—RFP Terminology

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For the purpose of this RFP, the following terms may be used interchangeably:

Proposer, Offeror, Contractor, Provider, or Vendor
Commonwealth Buyer, Buyer, Purchaser, or Contract Officer
RFP, Solicitation, or Procurement
Bid, Proposal, or Offer
Commonwealth of Kentucky, Commonwealth, or State

Fiscal Year will be defined as the Commonwealth fiscal year: July 1 through June 30

Biennium will be defined as the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year

Refer to Attachment 9—Glossary of Acronyms and Terms for additional information.

Section 10.040—RFP Organization

This RFP is organized in the following manner:

Section 10—Administrative Overview—General information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 20—Present System Summary—Summary information on the history of the program and the current system of operation.

Section 30—Scope of Work—Description of tasks to be performed, contractor responsibilities, deliverables, performance criteria, technology standards, and system requirements.

Section 40—Terms and Conditions—Terms and Conditions under which the Contractor shall perform this Contract.

Section 50—Procurement Process and Requirements—Procurement requirements and general format and submission requirements.

Section 60—Technical Proposal Evaluation—Technical evaluation criteria.

Section 70—Cost Proposal Evaluation—Cost evaluation criteria.

Section 80—Oral Presentations/Demonstrations—General requirements and evaluative criteria for oral presentations/demonstrations.

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Section 90—Negotiations—Elements of the RFP that may be negotiable.

Section 100—Ranking of proposals and award of Contract.

This RFP and any Addenda thereto shall become part of the Contract with the successful Contractor. It shall be incorporated into the Contract by reference.

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

Section 10.050—Schedule of RFP Activities

The following table presents the anticipated schedule for major activities associated with the RFP distribution, proposal submission, proposal evaluation process, and contract award. The Commonwealth reserves the right, at its sole discretion, to change the Schedule of Activities, including the associated dates and times.

Release of RFP	Friday, December 5 2008
1st Set Of Vendors' Written Questions due by 4:30 PM ET	Monday, December 15, 2008
Commonwealth's Response to 1st Set of Vendors' Written Questions	Friday, December 19, 2008
Vendors' Conference/Site Visit at the Kentucky Horse Park	Monday, January 5, 2009
Commonwealth's response to questions from the Vendor's Conference/Site Visit	Monday, January 12, 2009
Proposals due by 3:30 PM ET Notice to Vendors: All bidders are cautioned to be aware of security in the Capitol Annex in Frankfort. In-person or courier delivered bids/proposals in response to a Commonwealth Solicitation should be delivered a minimum of thirty (30) minutes to one (1) hour earlier than the published closing time to allow for a security check-in. Delays due to building security checks shall not be justification for acceptance of a late bid or proposal. Vendor attention to this advisory is encouraged.	Friday, January 30, 2008

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*****PLEASE NOTE THAT ALL STATE OFFICES WILL BE CLOSED***** Thursday, December 25, 2008 Friday, December 26, 2008 Thursday, January 1, 2009 Friday, January 2, 2009

Section 10.060—Vendors’ Conference/Site Visit

A Vendors’ Conference/Site Visit will be held as cited in Section 10.050 of this RFP. Attendance is highly encouraged, as this will be the only opportunity to ask oral questions and inspect the Kentucky Horse Park’s facilities where the services are to be performed. All participants of the Vendors’ Conference/Site Visit are to meet at 9:30 A.M. ET in lobby of the Visitor’s Center. This Vendors’ Conference/Site Visit will allow bidders a chance to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract; to the extent such information is reasonably obtainable. The Commonwealth shall not be bound by oral answers to the questions presented at the Vendors’ Conference/Site Visit or oral statements made at any other time by any member of the Commonwealth’s staff. Salient questions asked at the Vendors’ Conference/Site Visit and the responses will be reduced to writing and issued in an Addendum that shall be posted to the E-Procurement Page. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract.

Section 10.070—Written Questions Regarding This RFP

In addition to the opportunity to present oral questions at the Vendors’ Conference/Site Visit, vendors are encouraged to submit written questions pursuant to Section 10.050 of this RFP. . Written questions shall be submitted to the Commonwealth Buyer via email at Amy.Richardson@ky.gov or via fax at 502-696-5194. No questions shall be accepted after the date(s) listed in Section 10.050. Oral questions shall not be accepted at any time other than the Vendors’ Conference. The Commonwealth shall respond to salient questions in writing by issuing an Addendum to the Solicitation. The Addendum shall be posted to the Commonwealth’s eProcurement Web page.

Section 10.080—Access to Solicitation, RFP, and Addenda

The Commonwealth wants each prospective Vendor to have full and complete information on which to base a proposal response. Only information presented or referred to in this RFP and any additional written information that is supplied

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by the Commonwealth Buyer shall be used by Vendors in preparing this response.

Once at the E-Procurement Directory, follow the instructions below to locate the Solicitation, RFP, and any Addenda:

The Solicitation, the RFP and Attachments, and any Addenda shall be posted to the E-Procurement Directory [at https://eprocurement.ky.gov](https://eprocurement.ky.gov)

At the E-Procurement Directory, center column, click on eMars Browse Bid Opportunities link, select PUBLIC ACCESS, BUSINESS OPPORTUNITIES, SEARCH FOR SOLICITATIONS then follow the instructions listed on the page.

It is the Vendors' responsibility to assure they have obtained copies of all information and forms.

Notice to Vendors:

Vendors are cautioned that changes made to the solicitation other than in the designated fields for response shall render the response invalid and result in a non-responsive bid. Any exceptions to the item description or extended description shall be indicated only in the space reserved for those exceptions.

Unless the exceptions are noted as instructed, the Vendor will be expected to deliver as specified in the solicitation. Responses that include terms and conditions not in conformity with the terms and conditions of the Solicitation as issued or the Statutes of the Commonwealth of Kentucky may be rejected.

In the event of any conflict or variation between the solicitation or modification as issued by the Commonwealth and the Vendor's response, the version as issued shall prevail.

Section 10.090—Notification of Award of Contract

To view the Award of Contract date and the Contractor receiving the Award for this Solicitation, access the E-Procurement Directory at <https://eprocurement.ky.gov>. At eMars Browse Bid Opportunities, select PUBLIC ACCESS, BUSINESS OPPORTUNITIES, SEARCH FOR SOLICITATIONS. Go to STATUS and select, using the drop down menu, AWARDED. It is the Vendor's responsibility to review this information in a timely fashion. No other notification of the results of an Award of Contract will be provided.

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Section 10.100—Additional Requirements

Vendors should review and comply with the general bidding requirements listed under “Laws, Policies, and Procedures” and “Standard Attachments and General Terms” located on the eProcurement Web page at <https://eprocurement.ky.gov>

END OF SECTION 10

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Section 20—Background and Present System Summary

Section 20.000—Introduction

The Commonwealth of Kentucky, acting by and through the Kentucky Horse Park (KHP) is seeking to contract with a food and beverage service provider for procurement of all labor, supplies, equipment, and capital improvements necessary to operate food services at the KHP.

As home of the 2010 Alltech FEI World Equestrian Games (WEG) the KHP shall require food and beverage services to exceed the needs of an estimated seven hundred thousand (700,000) visitors, staff, and guests from September 25th to October 10th of 2010.

Given the importance, prestige, and magnitude of this event, many portions of this RFP and resulting contract shall directly pertain to the WEG.

The contract resulting from this RFP shall be for the following services: operation and management of the KHP facilities known as the Clubhouse Restaurant and other concession areas, and exclusive concession, catering, rental, and vending machine services.

Vendors shall understand that the purchase of equipment shall be necessary to implement the Vendor's proposal. Furthermore, it is anticipated that certain capital improvements to the existing facilities may be necessary. The successful Vendor shall be responsible for purchasing all equipment and completing all capital facility improvements, except as specifically provided in this RFP, in order to implement the Vendor's proposal. The KHP shall not share in the cost of purchasing equipment and capital improvements, but it reserves the right to implement possible future capital improvements at the expense of the KHP.

Section 20.010—KHP Background

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In 1972 the Commonwealth purchased one thousand (1,000) acres of Walnut Hall Stud Farm in northern Fayette County for the purpose of establishing what has become the Kentucky Horse Park (KHP). Since its opening in 1978, the Horse Park has grown to more than one thousand two hundred (1,200) acres and has become a nationally recognized theme park celebrating mankind's relationship with the horse and is considered to be among the best equine competition sites in the world. As one of Kentucky's main tourist attractions, the Kentucky Horse Park (KHP) annually hosts over seventy (70) local, national, and international horse shows such as the Rolex Three-Day Event and the 2010 Alltech FEI World Equestrian Games. In addition, the Kentucky Horse Park Campground has matured into a heavily utilized facility because of its scenic attractiveness, camping amenities, and ideal location. Another area of remarkable growth has been the Park's National Horse Center, a collection of the nation's and the state's leading equestrian organizations. This assembly of prestigious associations now includes thirty-three (33) distinct organizations contained in ten (10) office buildings. The National Horse Center has solidified the Horse Park's key role in making Kentucky truly the "Horse Capital of the World." The addition in 1999 of the United States Equestrian Federation (USEF) was viewed within the horse industry as a highly significant occurrence and has proven to have considerable economic benefit. In the spring of 2006 the United States Dressage Federation opened its headquarters in the National Horse Center, another very prestigious national equine organization.

Another area of notable achievement is the Horse Park's entry into blockbuster museum exhibitions with the acclaimed Imperial China: The Art of the Horse in Chinese History. This exhibit met with wide appeal during the summer of 2000 and generated on its own fourteen million dollars (\$14,000,000) in economic impact. Just as important, the renovations on the Horse Park that made this exhibit possible allowed for the follow up blockbuster exhibition that occurred in the summer of 2003, All the Queen's Horses that likewise provided for significant economic impact to the Horse Park and to the Commonwealth. These exhibitions have provided for an enhanced international profile for both the Horse Park and for the Commonwealth of Kentucky. Scheduled to open in the summer 2010 is another major international exhibition, A Gift From the Desert: The Art, History and Culture of the Arabian Horse.

Section 20.020—WEG Background

On Dec 6, 2005, the Fédération Equestre Internationale (FEI), the international governing body of equestrian sport, announced the selection of the United States, specifically, the Kentucky Horse Park in Lexington, Kentucky, as the site of the 2010 FEI World Equestrian Games. The United States Equestrian

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Federation (USEF), the national governing body for equestrian sport, submitted the bid on behalf of the Kentucky Horse Park and The Commonwealth of Kentucky, as the host venue for the competition.

The World Equestrian Games, held every four (4) years, are comprised of the world championships for eight (8) equestrian sports - show jumping, dressage, eventing, driving, reining, vaulting, endurance, and para-equestrian. The inaugural games were held in 1990 in Stockholm, Sweden, and have never taken place outside of Europe. The 2010 Alltech FEI World Equestrian Games™ in Kentucky will represent the largest equestrian sporting event ever held in the United States.

The Alltech FEI 2010 World Equestrian Games has a duration of sixteen (16) days beginning on September 25th and ending on October 10th, 2010. Anticipated attendance is more than seven hundred thousand (700,000) visitors. No less than sixty (60) nations will be represented by eight hundred plus (800+) athletes and nine hundred plus (900+) horses accompanied by two thousand (2,000) members of the international media. The economic impact of these games is over one hundred and fifty million dollars (\$150,000,000) on the state of Kentucky.

As such, the KHP and WEG are mutually responsible for the successful planning, organizing, financing, and staging of the food and beverage programs and services at the Kentucky Horse Park during this event.

To help orchestrate the planning and overall concession needs for this event, WEG has hired Global Food Service Solutions, LLC as their designated operational food and beverage consulting firm to administer all aspects of concessions at WEG. As WEG's partner in this event, the KHP intends to utilize and consult with this valued resource concerning concessional, food and beverage operational and logistical opinions.

END OF SECTION 20

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Section 30—Requirements

Section 30.000—Overview

The successful Vendor shall be required to provide all labor, supplies, equipment, and capital improvements necessary to operate high quality food services at the KHP.

The Vendor shall be required to provide the following services: exclusive operation and management of the KHP's food service facilities and programs including the Clubhouse Restaurant, concession services, KHP sponsored events, catering services and rental services on the KHP as well as providing the equipment and capital improvements necessary to offer these services. The 2010 Alltech FEI World Equestrian Games (WEG) catering and concession food services are also included under the scope of this RFP.

The Vendor shall use its best efforts to produce the maximum amount of gross sales possible without limiting the quality of the products sold or the services provided.

Section 30.010—Vendor's Responsibility

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1. Period Of Performance

The contract shall begin on the date that it is signed and accepted by both the Vendor and the Commonwealth of Kentucky. The Vendor shall not begin any work until the Notice to Proceed is given by the KHP.

The Vendor represents to the KHP that it shall make every reasonable effort to be in full operation on or before March 15, 2009. Full operation for the definition of this paragraph only includes operating the Clubhouse restaurant, concession areas as needed, vending machines, and "Old Kentucky Nights". If full operation is not possible by March 15, 2009, then the Vendor shall provide temporary facilities and/or equipment to provide concession and vending services for no longer than May 15, 2009. If the Vendor fails to be in full operation by May 15, 2009 they may be considered to be in default and the KHP reserves the right to negotiate with the second highest evaluated vendor. The KHP reserves the right to use other caterers to service the KHP events until such time as the Vendor can manage this responsibility.

2. Quality And Price Control

The Vendor shall provide first class quality food and beverages, and such other services as are of the highest quality commensurate with industry standards and as determined by the KHP. While financial return to the KHP is a vital component of this RFP, the most important KHP consideration is that the Vendor provides excellent quality of food and services within reasonable prices. The management of the KHP strives to provide excellent quality of service to the patrons of the KHP and expects the same from the Vendor.

The Vendor shall comply with such service, price, quantity and quality standards as the KHP may, from time to time, require for all food services and other services the Vendor shall provide, and shall promptly change, correct or modify its service, price, and quality of any item or service after written notice to do so; provided, however, the KHP shall exercise all authority and rights of approval under this Section in a reasonable manner as determined by the Executive Director of the KHP.

3. Vendor Services Under This Contract

a. Clubhouse Restaurant And Snack Bar

The KHP shall provide the Vendor exclusive operation and management, as noted, of the facilities known as the Clubhouse Restaurant and the Snack Bar.

b. Other Concession Areas

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The Vendor shall have the exclusive right, as noted, to operate within the KHP, including but not limited to the covered arena, indoor arena, outdoor stadium, equine eventing area and campground area concession stands for the purpose of selling food and beverage items, except as described in the following paragraph. The Executive Director of the KHP or his designee shall approve the location of concession stands in advance of placement.

The KHP retains the right to sell food and beverage items on a limited basis to the general public within the KHP Gift Shop and KHP Campground Store. In addition, the KHP retains the right to allow the vendors at the "Farmer's Market" currently held in the campground to sell one-of-a-kind, "home-made", food items to the general public on a limited basis.

c. Vending Machine Services

The Vendor shall have the exclusive right, as noted, to operate within the KHP all vending machines used for the purpose of selling food and beverage items.

The Vendor shall be required to provide a sufficient number of food and beverage vending machines to adequately service the KHP. The Executive Director of the KHP or his designee shall approve the number and location of vending machines prior to any placement being made on the behalf of the Vendor or any sub-contractor.

d. Catering Services

Catering services are exclusive under the scope of this contract except as described in the following paragraph. All catering services shall be subject to the Vendor's contracted commission fee that shall be paid to the KHP, however, at the sole discretion of the KHP Executive Director, the KHP may allow certain events such as, but not limited to, events produced by or for the KHP, to be exempt from the catering commission fee.

At the sole discretion of the KHP Executive Director or his designee, the KHP may allow certain individuals, families, and small groups such as family reunions using the campground pavilion, the Picnic with the Pops attendees and High Hope Steeplechase tail-gaters to bring onto the KHP their own non-catered food and beverage items.

e. Rental Services

Rental services are also exclusive under the scope of the resulting contract except as noted below. Rental services, include, but are not limited to, the rental of chairs, tables, table settings, and tents. All rental services shall be subject to the Vendor's contracted commission fee that shall be paid to the KHP, however,

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at the sole discretion of the KHP Executive Director, the KHP may allow certain events such as, but not limited to, events produced by or for the KHP, be exempt from the rental commission fee. The KHP Foundation sponsored events are also exempt from the rental commission fee.

Certain rentals are not exclusive under this contract. These include horse jumps, temporary stabling, dressage rings, and other items used directly for equine competitions. Other rental items specifically related to non-food service items such as equipment rentals shall not be exclusive under this contract. The KHP Executive Director or his designee shall have the final determination as to what rentals are not exclusive under this contract.

In order for the KHP to remain a competitive destination, the Vendor shall not use a fee-upon-fee platform in pricing rentals under the scope of the resulting contract.

4. Financial Return

The Vendor is expected to be compensated by revenue it produces from its operations at the KHP. The KHP shall not provide compensation for services the Vendor performs nor provide any funds for capital investments or equipment purchases unless specified herein or agreed to hereafter. The KHP does not guarantee the Vendor will derive a profit from operations at the KHP and does not guarantee the level of income or expenses from operations at the KHP.

The Vendor shall compensate the KHP from a percentage of gross sales generated by the Vendor's operations at the KHP. The Vendor shall provide base compensation percentages that shall apply to all services under the scope of this RFP. However, it is recognized that in order to attract new and or large events, these basic rates may be negotiated on a case by case basis. The KHP Executive Director shall make the final determination on all negotiated rates.

Payment percentages described in the following table shall be in effect over the term of the contract. These payments are due for each and every month on the 15th day of the following month during the term of the contract.

Type of Service	Percentage Return on Gross Sales to the KHP
Clubhouse Restaurant	To be Submitted in Cost Proposal
Other Concessions	To be Submitted in Cost Proposal
Catering Services	To be Submitted in Cost Proposal
Vending Machine Services	To be Submitted in Cost Proposal
Rentals	To be Submitted in Cost Proposal

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Other		To be negotiated	

5. Attendance Information

Attachment 1 describes historical visitor attendance relating to operations on the KHP. Although the KHP has made a concerted effort to tabulate actual data, the KHP does not guarantee the accuracy of this information.

6. Hours Of Operation

The hours of operation of the Clubhouse Restaurant and concession services are subject to the written approval of the Executive Director of the KHP. The Executive Director will exercise this authority in a reasonable manner. The hours described below are the required minimum. Requests by the Vendor for changes in these hours may be addressed to the Executive Director of the KHP. The Executive Director's decision shall be final.

a. Clubhouse Restaurant

The Vendor shall operate the Clubhouse Restaurant from 9:00 a.m. ET to 5:00 p.m. ET every day of the week during the KHP's tourist season. The Vendor shall provide full services in the restaurant until 5:00 p.m. ET. The tourist season is from March 15th through October 31st. The KHP reserves the right to begin the tourist season before March 15th and extend it past October 31st. Prior to enforcing the aforementioned right the KHP will give the Vendor thirty (30) days written notice.

Hours of operation of the restaurant after 5:00 p.m. ET are negotiable. The hours of operation of the restaurant during the winter season (usually from November 1st through March 14th) shall be mutually determined by both parties based on need. In the event that a mutual agreement of winter season operating hours cannot be reached, the Executive Director of the KHP or his designee shall have the right to seek other means, outside the scope of the contract, to provide concession services during the winter season.

The aforementioned provision also includes activities during the annual Southern Lights winter holiday event. During Southern Lights the Vendor may participate by operating the Clubhouse Restaurant and/or other concession stands if the Vendor should wish to participate.

b. Snack Bar (Located Beside Parade Of Breeds Barn)

The Vendor shall operate the Snack Bar daily from 10:30 a.m. ET to 3:00 p.m. ET beginning May 1st through August 31st. The Vendor shall operate the Snack Bar Saturday and Sunday from 10:30 a.m. ET to 3:00 p.m. ET from March 15th through April 30th and Saturday and Sunday from 10:30 a.m. ET to 3:00 p.m. ET

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from September 1st through October 31st. This schedule of operation is the required minimum. The Vendor must receive prior written approval from the Executive Director of the KHP or his designee to change this schedule. The Vendor is encouraged to extend hours of operation based on demand.

c. Other Concession Stands

The Vendor shall operate one (1) or more concession stands as required to fulfill the needs of the special events, both equine and non-equine. The Vendor must obtain prior written approval to not open concessions during horse shows. The Vendor shall maintain hours of operation during horse shows that conform to the horse show schedules. Typical horse shows are open at 7:00 a.m. ET and close between 6:00 p.m. ET and 11:00 p.m. ET. Each event, both equine and non-equine may have unique requirements. The Executive Director of the KHP or his designee shall make the final determination in matters of disputes.

d. Catering Services

The Vendor shall maintain an on-site catering sales department during the term of the resulting contract. The required hours of operation of the catering services sales department shall be similar to the operating hours of the KHP.

7. Full Service Requirement

The Vendor shall arrange accommodations with other food service providers if the size or number of activities at the KHP prohibits the Vendor from servicing without delay or loss in quality of service of one (1) or all activities. Although it is expected by the KHP that the Vendor shall ascertain the need for additional food services beyond that which can be provided by the Vendor, the KHP shall have the final decision in determining if the food services are not being met and may require the Vendor to arrange accommodations with other food service providers as addressed in this Section.

If the Vendor is unable to provide food services for an event the KHP reserves the right to obtain food services for the event through other means deemed appropriate by the KHP Executive Director or his designee. In such an event, the Vendor shall not receive compensation.

The Vendor may arrange accommodations with other food service providers that provide a type of food service not readily available to the Vendor such as mobile coffee carts. Please see Section 30.010(23) "SPECIFIC ITEM EXCLUSIVITY".

The Vendor shall initiate a contract and make arrangements with the other food service provider to provide these food services. The Vendor shall deal directly with the other food service provider and provide oversight responsibilities as

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required. The Vendor shall collect a fee from the other food service provider and remit to the KHP the same percentage based on gross sales the Vendor provides the KHP for similar services. The other food service provider shall provide quality food and service at a level commensurate with industry standards and contract requirements appropriate for the level of food service requested.

The Vendor shall not allow vending machines to run out of product at any time and shall promptly repair mechanical failures to the vending machines. Failure to comply with this requirement may forfeit the Vendor's right to provide vending machine services under the contract. In this event, the Executive Director of the KHP shall, in his sole discretion, have the option to continue vending machine services with the Vendor or seek other means to provide vending machine services. In the event that the Executive Director of the KHP elects to use other means to provide vending machine services, the Vendor shall continue to provide all other parts of the contract without interruption.

8. Menu Requirements

a. Sales To The General Public

The Vendor shall submit menus, with prices, for the Clubhouse restaurant, Snack Bar, and concession stands to the Executive Director or designee before March 15, 2009.

Menus shall be submitted to the Executive Director or his designee before February 1st of each year of the contract beginning the calendar year of 2010. Prior written approval from the Executive Director or his designee is required before implementation of these menus. The Vendor may propose a menu that best fits its expertise. A different menu for each facility is acceptable. The quantity of items on the menu is not as important as the quality and character of these items. Regional fare is encouraged. At least one (1) vegetarian selection is required at the restaurant. Other vegetarian options are encouraged. A child's menu is also encouraged.

The KHP is looking for the best fit between the lowest possible pricing of items on these menus while providing an acceptable financial return to the Vendor and KHP. Excellent quality food and service and high-perceived value to our patrons are more important than high financial return to the KHP. Interim menu changes and inflationary price increases may be acceptable with the written approval of the Executive Director of the KHP or designee.

b. "Old Kentucky Nights" Catering Services

The Vendor shall include, but is not limited to, the menus for "Old Kentucky

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Nights" as outlined in Attachment 5. See subsection 9b below for additional information. Other packaged programs may be added as an addendum to the contract.

These menus are currently offered at eighteen dollar (\$18.00) per person. During the calendar year 2009, the Vendor agrees to provide the menus at this price. This price includes the rental cost of tables, chairs, dance floor, temporary stage (when required), place setting, and linen table covering. In some cases, tables and chairs are provided by the KHP. In these instances, the per person rate shall be fifteen dollars (\$15.00). Additional menus are encouraged. Future inflationary price increases are negotiable on all menus and rental prices. The Vendor shall then submit menus with prices for the "Old Kentucky Nights" to the Executive Director or his designee before February 1 of each year of the contract. Prior written approval from the Executive Director or designee is required before implementation of these menus. The quality of these items shall be approved by the Special Events Department or another designated KHP employee. Bus drivers, tour escorts, and KHP employees are included on this program at no charge. Usually one (1) driver, escort, and KHP employee for the first thirty-five (35) guest and one (1) escort, and KHP employee for every fifty (50) guest thereafter.

9. Catering Services Requirements

The following information describes the catering aspect of the services that shall be provided by the Vendor at the KHP.

a. Responsibility

The KHP management is ultimately responsible for all activities at the KHP, including catered events. The Vendor understands that the staff of the KHP Special Events Department, The Executive Director of the KHP, or his designee shall control all catered events. This control includes, but is not limited to, decisions which directly affect the Vendor's service such as final decision on quality of food and beverages, location of tables and buffet line, quality of service, appearance of Vendor's employees, and safety considerations. Scheduling of all special events at the KHP, regardless of the event's venue or location, shall be controlled by the Special Events Department or any other designated KHP employee. The Vendor shall work closely with and defer final decisions to the KHP Special Events Department or other designated KHP employee; provided, however, the KHP shall exercise all authority in a reasonable manner.

b. "Old Kentucky Nights"

Under this program, the KHP's Special Events Department schedules after hour groups to visit the KHP. The group is greeted by a guide who then provides the

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group with a private tour of the KHP. The “Old Kentucky Nights” program includes a guided museum tour, movie, and entertainment such as square dancers or cloggers, country music, etc. The group pays the KHP for their entire packaged program that includes the catering service fee. The group must pay for a minimum of thirty-five (35) individuals. The Vendor bills the KHP for thirty-five (35) or more individuals served depending on the menu chosen by the group. The KHP then reimburses the Vendor based on the invoice submitted to the KHP by the Vendor. The invoice amount is subject to the approval of the KHP Special Events Staff.

The Vendor provides catering services according to the menu chosen by the group. The Vendor is required to provide sufficient food for the number of prearranged group members, entertainers, escorts, and KHP staff (see Section 30.010(17) “KHP Employee Discounts”). The Vendor shall provide for any tables, chairs, place settings, and paper or linen table coverings required for “Old Kentucky Nights”. The quality of these items shall be approved by the Special Events Department or designated KHP employee. The rental cost shall be the responsibility of the Vendor and shall be included in the per person menu cost. The Vendor shall be responsible for the setup and takedown of tables, chairs, settings, and other items for “Old Kentucky Nights” as well as general cleanup of the facility, while the KHP will be responsible for the hauling of trash. Other items requested by the group for use in “Old Kentucky Nights” may be provided by the Vendor for an additional mutually agreed upon fee.

The KHP shall arrange and pay for the rental of portable restrooms for the “Old Kentucky Nights” groups when applicable.

c. “Old Kentucky Nights” Exclusivity And Full Service Requirement

The Vendor has the exclusive right to cater the “Old Kentucky Nights” program. The KHP understands that the Vendor may have other obligations outside of the contract; however under the scope of the resulting contract the Vendor shall cater or sub-contract another caterer, with the prior written approval of the Executive Director of the KHP or designee, to fulfill the KHP’s need for the “Old Kentucky Nights.” If the Vendor is unable to accommodate “Old Kentucky Nights” or provide an acceptable sub-contractor to cater these events, the KHP shall have the right to contract either, all, or part of these events to another caterer.

In the unanticipated event that the KHP must contract another cater the Vendor shall not receive financial compensation from the KHP for the “Old Kentucky Night” event.

10. Accounting System And Reports

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The Vendor shall submit to the Business Office of the KHP a monthly Food Service Summary Statement on a form approved by the KHP. These statements are due for each and every month on or before the 15th day of the following month during the term of the contract. This Food Service Summary Statement shall include a separate itemization of daily gross sales generated from the Clubhouse Restaurant, Snack Bar, and other concession areas. Vending machines revenue can be summarized by month. The gross sales on this statement will be the basis for the commission fee to the KHP. On a separate section of this report, catering services and rental services, shall be itemized by event and include a copy of the client invoice. The gross sales on this statement will be the basis for the commission fee to the KHP. The Vendor shall show the commission fee to the KHP calculation on this Food Service Summary Statement.

The Vendor shall maintain an accounting system that shall provide a clear understanding of how gross sales on the KHP are determined. This accounting system shall provide detailed support for the Food Service Summary Statement. This support shall, at a minimum, consist of Point of Sale system transaction reports, catering and rental services invoices, and vending machines sales and shall be organized to provide easy reconciliation to the monthly Food Service Summary Statement. This monthly support shall be on file for the duration of the contract but does not need to be submitted to the KHP unless requested.

The Vendor agrees to permit the KHP and its agents and representatives, at reasonable intervals, at any and all times during the Vendor's usual business hours, to inspect all books, invoices, records and accounts of the Vendor showing gross sales from all business conducted under the contract, provided that such inspections do not interfere unduly with the Vendor's operations hereunder.

If any such verification or inspection of the Vendor's books or any monthly Food Service Summary Statement reveals that the Vendor has understated the commission fee due the KHP during any monthly accounting period, then the Vendor shall immediately pay the KHP any additional revenue due plus interest on such revenue found to be payable to the KHP from the date such sums were due until paid at three percent (3.0%) per month. If such verification, inspection or certified report reveals that the Vendor has overstated gross sales during any monthly accounting period, the amount overpaid shall be deducted from the Vendor's next monthly accounting period payment.

11. Cooperative Endeavors

The Vendor may enter into cooperative endeavors or joint ventures between two

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(2) or more food and beverage service providers after obtaining prior written approval by the Executive Director of the KHP and that such a relationship would full comply with provisions under Section 30.010(23) "SPECIFIC ITEM EXCLUSIVITY".

For example, the Vendor may enter into a joint venture between one (1) or more "brand-name" fast food service providers to provide service in the Clubhouse Restaurant. However, any cooperative endeavors or joint ventures between the Vendor and one (1) or more food and beverage service providers shall designate the Vendor signed under the contract as the primary Contractor. The Vendor, as the primary Contractor, shall be solely responsible for fulfillment of the terms of the contract.

12. Vendor Sponsored Events

The Vendor may sponsor and operate events at the KHP. The clients of the Vendor sponsored events may be assessed a rental fee for using structures or sites at the KHP. The KHP shall receive eighty percent (80%) of this rental fee if the structure is owned by the KHP. If the structure is provided by the Vendor, the KHP shall receive a percentage of this rental fee as determined by the cost proposal. The KHP Executive Director or designee shall approve in writing the types of events held at these events beforehand.

13. Franchise Arrangements

The Vendor may contract with food and beverage vendors for access to sales at the KHP with the prior written approval of the Executive Director of the KHP; providing that such an agreement would not infringe upon provisions set forth under Section 30.010(23) "SPECIFIC ITEM EXCLUSIVITY". The KHP shall receive a percentage of any franchise fees or sponsorship paid to the Vendor, the percentage amount to be negotiated.

14. Promotional Catering Considerations

The KHP routinely hosts groups of important guests such as bus tour owners and managers, local and state business leaders, international dignitaries, government officials and other such groups. These groups provide the KHP with increased business, media coverage, funding, positive public relations and other beneficial services. The Vendor shall be required to cater these events. These events, which the KHP and/or designated co-sponsor provide payment to the Vendor, shall be priced prior to the event, on an individual basis, the price mutually agreed between the KHP and the Vendor, and food and beverages shall be priced at a level below full retail cost. The commission to the KHP shall not apply in such an event.

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15. Refund Requirements

The Vendor shall provide refunds to the patrons of the KHP for unsatisfactory food, beverages or service from any facilities operated by the Vendor, including catering services and vending machines. In the event the KHP refunds the patrons for such unsatisfactory food, beverage, or service, then the Vendor shall reimburse the KHP. The Executive Director of the KHP or his designee shall settle disputes concerning refunds. The decision of the KHP Executive Director or designee shall be final.

16. Storage Space And Use Of KHP Facilities

Storage space on the KHP is limited. The KHP shall provide mutually agreed upon storage space for tables, chairs, and other items owned by the Vendor. Any storage space that may be provided by the KHP for the Vendor's tables, chairs and other items shall be used only for storing those items that are to be regularly used at the KHP. The Vendor shall not use any KHP storage facilities to store items to be rented or used by any non-KHP related entity.

In addition the KHP may assess the Vendor a storage fee of twenty-five dollars (\$25.00) per day for equipment that is stored or left for more than fifteen (15) days in an unauthorized storage area. The Executive Director of the KHP or his designee shall approve storage locations in writing.

The use of all KHP facilities, including the Clubhouse Restaurant, shall be used exclusively for KHP related business.

17. KHP Employee Discounts

The Vendor may provide KHP employees (and volunteers), when on duty, a discount on food and beverage items as an incentive for employees to eat at the Clubhouse Restaurant, Snack Bar, and Concession stands. The discount shall not apply to employees' families or friends. Employee discounted sales are not required to be part of gross sales when calculating KHP commissions.

Bus drivers, tour escorts, and KHP employees are included in the "Old Kentucky Nights" program at no charge. Usually one (1) bus driver, escort, and KHP employee for first thirty-five (35) guests and one (1) driver, escort, and KHP employee for every fifty (50) guest thereafter.

18. Personnel

a. General

The Vendor shall, at its own expense, provide adequate personnel so as to provide quality food services to the patrons at the KHP without unreasonable

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delay as determined by the KHP. The Vendor shall provide competent, reliable, and skilled on-site managerial staff to direct the Vendor's operations at the KHP. All personnel shall be trained in proper food handling, shall be courteous, efficient and sanitary. Persons handling the food and beverage items under the contract shall at all times be clean, wear disposable plastic gloves, pull back hair, wear hair nets, and be free from any communicable disease.

The Vendor's employees, with the exception of management, shall be required to wear uniforms. Uniforms must be supplied by the selected Vendor and approved by the KHP. All employees including management must maintain a neat and orderly appearance.

Smoking by the Vendor's employees shall be permitted only in designated smoking areas that have been approved by the KHP. Designated smoking areas shall not be located in any area within the view of the patrons of the KHP.

Personnel appearance and courteous service to the patrons of the KHP is deemed to be of the utmost importance to the KHP.

b. Discrimination

The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliations, or handi-cap. The Vendor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age, (except as provided by law), marital status, political affiliation, or handicap. Such action shall include, but is not limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this clause.

The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, (except as provided by law), marital status, political affiliation, or handicap, except where it relates to a bona fide occupational qualification.

The Vendor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color,

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religion, sex, or national origin, and the implementation rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Vendor shall comply with related Commonwealth laws and regulations.

The Vendor shall comply with regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 11758 and the Federal Rehabilitation Act of 1973.

The Vendor shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended and the Kentucky Civil Rights Act.

19. Capital Improvements, Alterations, Equipment

a. Capital Improvements and Alterations

The Vendor shall make no significant alterations to the facilities or other capital improvements without first submitting a schematic drawing and or written description of its proposed changes and obtaining written approval from the KHP Executive Director. This shall include, but is not limited to changing KHP locks on the doors of any KHP owned facility. Any significant capital improvements to any facility or site at the KHP that are to be made by the Vendor shall be addressed in a future addendum to the contract. Any approved permanent capital improvements or alterations of KHP facilities or infrastructure shall, upon final completion, become property of the Kentucky Horse Park, Commonwealth of Kentucky. All construction or related expenses incurred for alterations or improvements shall be the sole responsibility of the Vendor.

b. Equipment

The Vendor shall be responsible for purchasing all equipment in order to implement the contract except as specifically provided in this RFP. The KHP shall not share in the cost of purchasing equipment, but it reserves the right to implement future equipment purchases at the expense of the KHP.

The KHP owns certain used kitchen equipment and other fixed and portable items located on the facilities as specifically listed on Attachment 2. The Vendor may use this equipment and items free of any rental charge. The Vendor, in signing the contract, acknowledges that it is aware of the quantity, quality, and condition of all such equipment and accepts the use of such equipment "as is" and "where is". If for any reason the KHP cannot produce any of the equipment listed on Attachment 2 or if such equipment does not operate, the KHP shall not

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be liable to the Vendor for such failure. The Vendor shall be responsible for the future repair of equipment and other fixed and portable items as listed on Attachment 2 (excluding repair to walk-in freezer and cooler) that the Vendor has chosen to use. The Vendor shall not remove any of the KHP's equipment, except temporarily for the purposes of having the equipment repaired, and only after written approval has been obtained from the Executive Director or designee. The KHP shall not be liable for the cost of repair on such equipment. The removal of the equipment shall be only for the time required to repair the equipment. The KHP is not responsible for any repair and maintenance associated with concession stands or equipment owned by the Vendor.

c. Vendor Provided Structures

The Vendor may construct permanent, modify existing structures and/or erect temporary event tents at the KHP from which the Vendor may operate concession services, events, and other services approved by the Executive Director of the KHP. The KHP Executive Director shall approve, in writing, the location, design, and size of these structures. The appearance of any structure must at all times be kept clean and orderly as determined by the Executive Director of the KHP. Failure to comply may force the removal of said structure or modification at the cost of the Vendor. See Section 30.010(21) "Concession Utilities" for the electric service at these structures. Setup, take down and cleanup of all events held in Vendor provided structures shall be administered by the Vendor. The Special Events Department or designated employee must approve the scheduling of all events held in any structure in advance.

Permanent structures and/or permanent modifications to existing facilities or sites shall become the property of the Kentucky Horse Park upon completion of the structure and/or modification. The KHP is under no obligation to pay for permanent structures or permanent modifications unless mutually agreed upon in a written future addendum to the contract.

The Vendor shall encourage the KHP to utilize the Vendor owned structures free of charge for promotional functions such as "Hats Off Day" in the event that the structure is not in use by a prior contracted event.

20. Maintenance, Repairs, And Cleanliness

a. Maintenance and Repairs

The Vendor shall be required to repair any damage to any facility at the KHP, including damage to plumbing and electrical systems, caused by negligence, reckless or willful conduct of the Vendor or anyone acting on its behalf, including but not limited to its agents or suppliers.

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The Vendor agrees to repair fully any portion of the facilities damaged or affected by remodeling except in the case of remodeling completed at the KHP's request, in which case such repair shall be the responsibility of the KHP.

The Vendor shall, at its sole expense, maintain all fixture connections within the facilities and keep all lines between fixtures and basic systems free from obstructions and free from damage resulting from the Vendor's operations.

The Vendor shall, at its own expense, be responsible for the periodic cleaning of hood ducts, hood and filters, plenums and related vents and fans. All of the aforementioned fixtures shall be cleaned no less frequently than on a monthly basis. The Vendor shall be responsible for all required inspections and testing of all air and hood exhaust systems and related maintenance costs. The Vendor shall forward copies of all inspection reports to the KHP Executive Director. The Vendor shall be responsible for cleaning the grease traps at least every six (6) months, and more, as required. The Vendor shall be responsible for all required testing, inspection, and maintenance cost associated with the fire prevention system. In the event, that the Vendor has not completed the previously mentioned tasks, the KHP will provide these services and invoice the Vendor. The KHP shall be responsible for the replacement cost of all air and hood exhaust systems in KHP owned facilities. The KHP shall at its own expense be responsible for maintaining all other HVAC systems located within the Clubhouse Restaurant and other KHP owned facilities.

The Vendor shall be responsible for general maintenance and repair, including but not limited to minor plumbing and electrical repairs, serving line counter repairs, lubricating equipment, normal wear and tear and periodic maintenance checks. The Vendor may contact the KHP to provide minor maintenance and repair work on KHP owned facilities that is commensurate with normal wear and tear, and the KHP represents to the Vendor that the KHP may provide, free of charge, maintenance workers to perform these services as often as conditions permit. However, the KHP reserves the right to require the Vendor to obtain other maintenance supports for minor repairs if the KHP is unable to perform these functions due to lack of available manpower or other conditions.

The KHP shall be responsible for major maintenance and repair of permanent structures including but not limited to underground electrical and plumbing repairs, fluorescent ballast repair, walls, floors, doors, ceiling, and roofing repairs, other major plumbing and electrical system repairs, bathroom fixtures, sprinkler systems, and windows. The KHP shall be responsible for scheduling periodic maintenance inspections on the walk-in freezer and coolers located in the

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Clubhouse Restaurant. However, the KHP and the Vendor shall share equally in any cost associated with these maintenance inspections and any repair or replacement costs required maintaining the walk-in freezer and cooler. If it is deemed necessary to close the restaurant during the winter season, the Vendor shall leave the restaurant's walk-in cooler and freezer clean and empty during this period.

b. Site Maintenance and Cleanliness

The Vendor shall, at its sole expense, maintain and keep the interior and the area immediately surrounding the Clubhouse Restaurant (including the restrooms and the eating area), the Snack Bar, concession stands, and Vendor provided structures at all times in excellent order and repair and in an exceptionally clean and sanitary condition, in accordance with the highest industry standards pertaining to operations at similar facilities and as determined by the KHP. All floors shall be polished and mopped, countertops, tables and chairs polished and cleaned, sidewalks cleaned, windows cleaned (inside and out), and trash cans emptied on an as needed basis as determined by the KHP. Setup and take down for group catered events shall be the responsibility of the Vendor.

The Vendor shall keep the facilities free from all vermin, rats and roaches (utilizing pest control services acceptable to the KHP) and shall, at its own expense, furnish all necessary janitorial services to clean all of the debris on the above mentioned facilities.

Concession stands and vending machines shall be of quality construction, clean, with no dripping fluids, and the area immediately surrounding shall be kept clean and trash free by the Vendor. Concession stands and vending machines shall comply with all applicable local, state, and federal laws and requirements.

21. Concession Utilities

a. Water

The Vendor shall obtain its potable water supply for the Clubhouse Restaurant from the water service utility serving the KHP. This water service shall be directly metered and billed to the Vendor by the KHP. Potable water for the snack bar and where available for the concession stands and Vendor provided structures shall be provided by the KHP without charge.

b. Electric

Electric service shall be provided through the electrical distribution wires and facilities of the KHP. Electric service for the Clubhouse Restaurant, Snack Bar, concession stands and Vendor provided structures may be sub-metered by the

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KHP, and the costs based on the per kilowatt hour charged to the KHP by the Kentucky Utilities Company, shall be paid by the Vendor to the KHP as noted here. The KHP will pay a maximum of twenty thousand dollars (\$20,000) annually in electric bills for the Clubhouse Restaurant, Snack Bar, concession stands and Vendor provided structures. As an incentive to encourage the Vendor to conserve electric usage, the remaining balance shall be the responsibility of the Vendor. The charges for electrical service greater than twenty thousand dollars (\$20,000) per annual period shall be invoiced monthly by the KHP to the Vendor and shall be due within fifteen (15) days from receipt. The first annual period will begin when the Notice to Proceed is issued to the Vendor and will end December 31, 2009.

If the Vendor is not operating a facility for an extended period of time at the KHP, the Vendor shall turn off all electrical powered equipment, except for minimal electrical usage for safety and mechanical reasons.

c. Telephones

The Vendor shall be responsible for obtaining any required direct-line telephone service other than that supplied by the KHP. Internal KHP phone service and local phone service is provided to the Clubhouse Restaurant without charge. Long distance and directory assisted phone calls made on the KHP phone system by the Vendor shall be billed to the Vendor and shall be due within fifteen (15) days from receipt.

d. Waste Water

Waste water treatment for the Clubhouse Restaurant, Snack Bar, concession stands, and Vendor provided permanent structures (where applicable) shall be provided by the KHP without charge.

e. Trash Collection and Removal

Garbage and trash collection for the Clubhouse Restaurant, Snack Bar, concession stands, Vendor provided structures and catering service areas and the vicinity immediately surrounding these facilities shall be the responsibility of the Vendor. The Vendor shall furnish sufficient and suitable containers for the collection of trash and garbage inside and the areas immediately surrounding the outside of these facilities. The KHP shall be responsible for the regular removal of trash and garbage collected in approved containers from these facilities other than the Clubhouse Restaurant as noted below. The Vendor shall be responsible for contracting with a trash removal service for the removal of garbage collected in approved containers at the Clubhouse Restaurant. The Vendor shall be responsible for maintaining the indoor and outdoor eating areas at the Clubhouse

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Restaurant, Snack Bar, Vendor provided structures, catering service areas and concession stands in a litter free manner that is commensurate with the highest industry standards and as determined by the KHP.

22. Liquor License And Liquor Insurance

a. Liquor License

The Vendor shall be licensed to sell alcoholic beverages at the KHP providing that such sales are subject to the Vendor obtaining all required license, permits and insurance. Approval to sell alcoholic beverages at certain events and sites at the KHP may be withheld at the Executive Director's sole discretion. The Vendor shall be required to obtain its own liquor license and comply with all laws in regards to obtaining and operating such license. The Vendor shall provide the KHP with a copy of all liquor licenses prior to commencing operations pursuant to the contract.

The Vendor shall be solely responsible for ensuring that all staff serving alcoholic beverages be trained in "TIPS" by December 31, 2009. Please send documentation of "TIPS" training no later than Friday, January 15, 2010 to:

Joe Hinton
Kentucky Horse Park
4089 Iron Works Parkway
Lexington, KY 40511

b. Liquor Liability Insurance

If the Vendor sells alcoholic beverages at the KHP, the Vendor shall be required to carry liquor liability insurance in the minimum amount of two million dollars (\$2,000,000.00) combined single limit bodily injury and property damage. The KHP shall be named as an additional named insured on this policy. Coverage is to be written on an occurrence form. The Vendor shall provide the KHP with a Certificate of Insurance prior to commencing operations pursuant to the contract. Additional liquor liability insurance may be required during WEG. Please see Section 30.010 (24) "WORLD EQUESTRIAN GAMES" for further details. Please see Section 40.190-Insurance for other insurance terms.

23. Specific Item Exclusivity

The Kentucky Horse Park has established relationships with certain food service sponsors and will continue to seek out sponsorship contracts that include exclusive rights to certain food and beverage categories. A detailed list of all

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contracted sponsors and their associated exclusive product categories are included in Attachment 7.

The Vendor will be required to use their best efforts to integrate as many of the sponsor products into its menus as possible, without adversely affecting the overall service quality or price of menus. Wherever menus include products from a product category occupied by a sponsor, the goods of that sponsor must be used unless the Executive Director of the KHP or his designee approves otherwise in writing.

Sponsors shall supply products to the Vendor at best customer pricing.

24. World Equestrian Games

Due to the unique nature of the 2010 Alltech FEI World Equestrian Games additional requirements shall be needed and in force prior to, during and after this event that will directly affect the awarded Vendor.

During this period in order to successfully transition food and beverage services from only that of the KHP to what is required to properly meet the concession needs for WEG; the Vendor shall work closely and harmoniously in conjunction with WEG and directly with WEG's operational food and beverage consulting firm representative in these regards.

a. The Vision

The vision of the WEG is to "Deliver to our customers throughout all venues a variety of food and beverage products that are creative, value for money, of the highest possible quality and which will be served in an efficient and timely manner".

In order to accomplish this vision the WEG operates on the following principles:

Efficiency in Service – Deliver personalized and consistent service in an efficient and friendly manner; empowerment through well trained staff will be our culture.

Timely Service – Delivery of service to meet and exceed customer group's expectations through minimizing long wait times.

Innovation – Interactive and stimulating design of service locations to create an atmosphere that assists in promoting food and beverage service.

Sustainability – Strive to surpass past existing benchmarks on reduction of waste including recycling, composting, packaging and non toxic products.

Variety and Quality – A mix of contemporary and traditional food, all of which promote Kentucky and US-based producers of the highest quality products.

Consistency – Consistency in product quality and service throughout all

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operational areas of the venue.

Safety and Sanitation – Food and beverage products sourced and serviced incorporating food safety standards that meet all applicable laws and regulations.

b. WEG Design Concept

The Vendor shall be required to align its design style with both KHP and WEG’s “Look Department” to create a memorable effect within the venue(s). The Look of the Games is currently under development and will be announced in the latter part of 2009. The Vendor is required to allocate an appropriate budget amount as part of the public concession portion of the food and beverage program to reach this goal.

All public concession outlets will operate under both the KHP and WEG Marketing guidelines. Working in conjunction with KHP and WEG’s Look of the Games, the Vendor will develop and supply menu boards based on the concession look. Non-sponsor product branding is restricted from being on display inside all public concession outlets.

c. Service Standards

WEG has established critical service standards that are essential to the event’s concessionary success. The Vendor shall integrate the following standards into their workforce training programs:

- Proactively interacting with all guests within a ten foot radius through eye contact, a warm smile and a greeting.
- Service Ready at All Times
- “Customer First” focus
- Groomed appearance
- Attention to detail
- Operational Effectiveness
- Spectator waiting time of no longer than fifteen (15) minutes from end of the line to order commencement.
- Friendly and expedient transaction time of sixty (60) seconds or less.

d. Accommodations Plan

If staff accommodations are required, the Vendor shall provide a detailed accommodation plan. The Vendor acknowledges that there may be a shortage of lodging/accommodations available during the periods leading up to, during and immediately following the Games.

WEG has to date secured a significant portion of the available accommodations in the region and is attempting to secure additional accommodations, with a view to acquiring inventories of accommodations at reasonable rates which it may

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then be able to offer to the various participants in the Games, including the awarded Vendor.

e. Accreditation

All persons/vehicles requiring access will need to be accredited. Prior to Accreditation being issued, a background check of the Vendor's entire staff will be required. To facilitate a smooth Accreditation process the Vendor will be required to:

1. Incorporate WEG's Accreditation lead times into the staff hiring phase.
2. Hire staff with the necessary qualifications.
3. Be accountable for facilitating Accreditation for all suppliers, sub-contractors and other foodservice related workforce.
4. Collect and submit the completed forms.
5. Communicate to personnel who do not successfully pass the background check.

f. WEG Uniforms

The Vendor will be required to implement a uniform program that ensures all catering staff working across the venues will be provided with a standard professional looking, new uniform that is also appropriate for the position. The Vendor will ensure that its staff exhibits a neat and professional appearance at all times. It is the responsibility of the Vendor to submit all uniform designs to both KHP and WEG for approval.

g. Food and Beverage Program

Constituent Groups

The Vendor will be required to provide food and beverages to each of the following constituent groups:

1. Athletes, and Officials: four hundred to five hundred (400-500) daily
2. Grooms: four hundred to five hundred (400-500) daily
3. FEI Family: five hundred (500) daily
4. Workforce and Contractors: six hundred and fifty to eight hundred (650- 800) daily
5. Media: five hundred (500) daily
6. Broadcasters: two hundred (200) daily
7. Technical Officials: one hundred and fifty (150) daily
8. Spectators: forty thousand (40,000) daily
9. Sponsors (under development): one thousand two hundred and fifty to one thousand and five hundred (1,250-1,500) daily

Menus and Meal Service should be designed around the following principles:

- I. Minimize the risk of food borne illness by supplying fresh quality and safely

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prepared products.

II. Some “Ready to Serve” meals with quick preparation times to combat food shortages caused by event schedule changes or weather.

If required, the Vendor will develop all menus in conjunction with WEG for the above Constituent Groups.

h. Special Meal Requirements

The Vendor may be required to supply special meals/products prepared for the dietary, religious and medical requirements of all customer groups at a price no higher than other similar meals/products supplied for normal menus.

i. Kentucky and US Regional Based Products

Menus should be designed to provide for quality locally grown or produced products for all constituent groups.

j. Healthy Living

It is essential to the success of this portion of the Games that all constituents can access food items that provide them with a balanced choice of healthy food offerings. Menus should be designed for all constituent groups with this principle in mind.

k. Obligatory Catering Guest Numbers

WEG will provide the Vendor with continuous updates on projected Obligatory Catering guest numbers throughout the planning and operations process.

Final guaranteed numbers in all Obligatory Catering areas will be provided prior to the date of service.

l. User Pays Pricing

WEG or its designee will be undertaking a study of venue and event pricing across the United States in order to establish a maximum price value for all food and beverage items. This price cap will be finalized and agreed upon with the Vendor by September 2009. All pricing in User Pays areas shall be subject to both KHP and WEG approval as referenced in Section 30.010(8)(a) “SALES TO THE GENERAL PUBLIC”.

m. Revenue for WEG Concessions

The Vendor shall collect all food and beverage revenues under a P&L model based on US practices under the Generally Accepted Accounting Principles. The Vendor shall pay the total contracted revenue percentage to the KHP. The KHP will disseminate the correct revenue to WEG in reference to an agreement

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outside the scope of this RFP.

n. Cash Management System

The Vendor shall implement a cash management system with all necessary auditable controls to ensure minimal risk of loss exists. WEG will retain the right to audit on a fully open book basis to ensure the accuracy of sales reported in relation to payment of the catering rights fee.

The Vendor will be required to utilize an armored car carrier for pickup of all cash receipts. The cost of this service will be the sole responsibility of the Vendor.

o. Credit Card

“CREDIT CARD”, to be name later, holds the exclusive right to payment systems at the Games. Guests will be permitted to pay for their food and beverage via cash or CREDIT CARD only. Depending on the Point of Sale (POS) capabilities of each venue, the levels of service provided by CREDIT CARD will differ. Please refer back to Section 30.010(23) “SPECIFIC ITEM EXCLUSIVITY”.

p. Cost Price

Cost Price on Obligatory Catering is the actual cost incurred by the Vendor to provide the Obligatory Catering services.

Cost Price is determined by establishing a price (without markup) to both KHP and WEG for Obligatory Catering based on actual variable costs and a fixed costs allocation.

The agreed upon Cost Price structure will be established by the Vendor in conjunction with both the KHP and WEG in early 2009.

q. Human Resources

The scope includes the supply of qualified management and staff including recruiting and training of staff and management team.

The Vendor shall provide orientation training at the cost of the Vendor. The job specific training for the food services program is the sole responsibility of the Vendor.

The Vendor will be working directly with KHP or its representatives on the negotiation and completion of the final catering services agreement.

r. Preparation Events

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KHP and WEG will be participating in the organization of a number of pre-Games events at the Kentucky Horse Park. The Vendor, at KHP's discretion, will participate in these events in order to assess directly related aspects of the food and beverage operational plan.

As required under Section 30.010(6) (c) "Other Concession Stands", the Vendor will also be required to use these events to validate constituent group menus and other operationally related decisions.

s. Ice

The Vendor will be responsible for the purchase, storage and distribution of all ice required for food and beverage service operations as they pertain directly to WEG and concessions. The Vendor will also be required to facilitate the pick-up of ice by the sport, medical and other functions from a centralized area for athlete use. All ice supplied to these functions will be paid for by WEG at the Vendor's Cost Price. Supporting documentation of the Cost Price must be included in the settlement agreement.

t. WEG Insurance Requirements

The Vendor shall be required to increase its insurance coverage prior to and throughout the 2010 Alltech FEI World Equestrian Games. The Vendor shall provide, maintain and pay for, and cause all of its subcontractors to provide, maintain and pay for, the following insurance:

(1) commercial general liability insurance providing third party bodily injury and property damage coverage in an amount of not less than ten million dollars (\$10,000,000) per occurrence and including products liability insurance for an aggregate limit of not less than ten million dollars (\$10,000,000) USD;

(2) vehicle liability insurance with respect to owned, non-owned and leased vehicles used, if applicable, directly or indirectly in the performance of the food and beverage services, providing third party bodily injury and property damage coverage in an amount of not less than ten million dollars (\$10,000,000) USD per occurrence;

(3) "all risks" property insurance, including coverage for mechanical and electrical breakdown and explosion of pressure vessels, refrigerating or air conditioning equipment, covering owned and non-owned machinery, equipment and consumables used in the performance of the food and beverage services, in an amount sufficient to allow for full and immediate replacement; and

(4) workers' compensation coverage for its personnel.

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All insurance provided by the caterer shall be in such forms and on such terms and conditions, and with such insurers, as may be acceptable to KHP and WEG and its insurance advisors, acting reasonably, and, except for the workers' compensation insurance, shall name KHP and WEG as additional insured, contain a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured, and contain contractual liability coverage and a waiver of subrogation in favor of KHP and WEG. In the event that any required insurance is written on claims-made basis, the policy(ies) shall be maintained during the entire period of the 2010 Alltech FEI World Equestrian Games with a retroactive date concurrent with or preceding the effective preparation date of WEG' load-in operations. The caterer shall, before commencing the food and beverage services submit to the KHP evidence of the insurance required to be maintained by the caterer and its subcontractors in the form of certificates of insurance issued by the insurer or its agent, which shall include language that such insurance shall not be cancelled without at least thirty (30) days' prior written notice to KHP. The caterer must further undertake to provide KHP and WEG with notice immediately upon being advised by its insurance provider of any modification to the policies of insurance required to be maintained by it in accordance with the food and beverage services agreement.

The caterer will be required to assume the entire responsibility and liability for all damage and injury of any kind and nature whatsoever, caused by, resulting from, arising out of, incidental to, or accruing in connection with any breach of the food and beverage services agreement or the willful misconduct or negligent act, error or omission of the caterer or any person for whom it is responsible at law or pursuant to the terms of the food and beverage services agreement, except only to the extent that such damages or injuries are attributable to the acts, errors or omissions of:

- (a) KHP and WEG, its directors, officers, agents or employees; or
- (b) any third party performing work on behalf of KHP/WEG for whom the caterer is not responsible at law or pursuant to the provisions of the food and beverage services agreement.

The caterer will be required to defend, indemnify and hold harmless KHP/WEG and all past and present directors, officers, agents and employees of KHP and WEG from and against all claims, losses, damages, costs etc. whether direct or indirect, of any nature or kind whatsoever, either before or after the expiration or termination of the food and beverage services agreement, arising out of or in connection with:

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(c) any breach of the food and beverage services agreement, willful misconduct or negligent act, error or omission by the caterer or any person for whom the caterer is responsible at law or pursuant to the provisions of the food and beverage services agreement, including without limitation, injury or death to anyone, loss or damage to property of any person, any claim or matter in dispute between the caterer and any subcontractor, and any failure or deficiency by the caterer or any subcontractor in providing the food and beverage services; and

(d) any infringement or alleged infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights of any person, or of any obligation of confidentiality, in connection with the food and beverage services; except only to the extent attributable to a breach of the agreement by KHP and WEG or the willful misconduct or negligent acts, errors or omissions of KHP and WEG, its past or present directors, officers, agents or employees, or any third party performing work on behalf of KHP and WEG for whom the caterer is not responsible at law or pursuant to the provisions of the food and beverage services agreement.

Section 30.020—Responsibility of the KHP

1. Food Services

Subject to the terms and conditions set forth in this RFP, and upon execution of a written contract, the KHP shall grant the Vendor the privilege to exclusively provide food services for the KHP by the terms within the contract and for the length set forth in the contract.

2. Notification

The KHP shall determine whether the Vendor is satisfactorily performing services delineated in the contract by the KHP designated staff who shall monitor at regular, frequent intervals the service provided by the Vendor. In the event performance is unsatisfactory, including, but not limited to, failure to properly complete any requirements set forth in this document, the KHP shall be responsible for initiating notifications to the Vendor.

3. Schedule Of Events

The KHP shall provide the Vendor with comprehensive schedules of upcoming events, including when available, projected counts of groups at the KHP so that the Vendor shall schedule food services at an appropriate level.

4. Sponsorship Opportunity

The KHP shall aggressively seek sponsorship opportunities provided under 200

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KAR 5:080. Prospective Vendors may offer sponsorships of cash, capital improvements and value in kind sponsorship arrangements in their bidding proposals. Please see Section 60, Marketing, Advertising and Promotions.

END OF SECTION 30

Section 40—Terms and Conditions of a Contract with the Commonwealth

Any Vendor who has concerns regarding any terms and conditions in this RFP should submit written questions to the Commonwealth Buyer as stated in Section 10.050 of this RFP. After reviewing the questions and answers, it will become a business decision on the part of the Vendor on whether or not to proceed with the expense of preparing a response.

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Proposals that take exception/deviations to Section 40 may be deemed non-responsive.

Section 40.000—Beginning of Work

The Contractor shall not commence any billable work until a valid Contract has been executed and approved as discussed in Section 40.010.

Section 40.010—Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to the Solicitation, indicated by the issuance of a Contract Award by the Office of Procurement Services, shall create a valid Contract between the Parties consisting of the following:

- Any written Agreement between the Parties;
- Any Addenda to the Solicitation;
- The Solicitation and any and all attachments thereto, including Section 40—Terms and Conditions of a Contract with the Commonwealth of Kentucky;
- General Conditions contained in 200 KAR 5:021 and Office of Procurement Services' FAP 110-10-00;
- Any Best and Final Offer;
- Any clarifications concerning the Contractor's proposal in response to the Solicitation;
- The Contractor's proposal in response to the Solicitation.
- In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

Section 40.020—Final Agreement

The Contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

Section 40.030—Agencies to Be Served

This contract shall be for use by the following agencies of the Commonwealth of Kentucky:

Kentucky Horse Park (KHP)

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Section 40.040—Contract Provisions

If any provision of the resulting Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Section 40.050—Type of Contract

The contract proposed in response to this Solicitation shall be on the basis of a firm fixed unit price for the elements listed in this Solicitation. This Solicitation is specifically not intended to solicit proposals for contracts on the basis of cost-plus, open-ended rate schedule, nor any non-fixed price arrangement.

Section 40.060—Term of Contract and Renewal Options

The initial term of the Contract shall be for a period from the effective date of the Award of Contract until December 31, 2013.

This Contract may be renewed at the completion of the initial Contract period for five (5) additional one (1) year periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of an addendum to the Contract under Section 40.080—Changes and Modifications to the Contract.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend the contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

Section 40.070—Multiyear Contracts

If this Contract is for a term that extends beyond the end of the biennium in which the Contract was made, payment and performance obligations for succeeding fiscal years are subject to the availability of funds therefor. When funds are not appropriated or otherwise made available to support continuation of performance of the Contract beyond the biennium, the Contract for such subsequent year(s) may be canceled and the Contractor shall be reimbursed in accordance with Section 40.280—Provisions for Termination of the Contract.

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Section 40.080—Changes and Modifications to the Contract

Pursuant to KRS 45A.210(1) and 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment to the Contract and processed through the Office of Material and Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions made modification of the Contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

Section 40.090—Changes in Scope

The Commonwealth may, at any time by written order, make changes within the general scope of the Contract. No changes in scope are to be conducted except at the approval of the Commonwealth through the process described in Section 40.080—Changes and Modifications to the Contract.

Section 40.100—Contract Conformance

If the Commonwealth Buyer determines that deliverables due under the Contract resulting from this Solicitation are not in conformance with the terms and conditions of the Contract and the mutually agreed-upon project plan, the Buyer may request the Contractor to deliver assurances in the form of additional Contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Contractor.

Section 40.110—Assignment

The Contractor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the Commonwealth Buyer. Any purported assignment is void.

Section 40.120—Notices

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After the Award of Contract, all programmatic communications with regard to day-to-day performance under the contract are to be made to the Agency Contact Person identified below:

John Nicholson
Executive Director
Kentucky Horse Park
4089 Iron Works Parkway
Lexington, KY 40511

After the Award of Contract, all communications of a contractual or legal nature are to be made to the Commonwealth Buyer.

Section 40.130—Payment

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the Agency Contact Person or his representative.

Section 40.140—Contractor Cooperation in Related Efforts

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

Section 40.150—Subcontractors

With the written prior approval of the KHP Executive Director or his Designee the Contractor may be permitted to make subcontract(s) with any other party for furnishing an any of the work or services herein under the scope of this contract.

The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor.

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Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor.

Section 40.160—Contractor Affiliation

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the Contractor shall take any action that, if done by the Contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

Section 40.170—Performance Bond

Pursuant to 200 KAR 5:305, the Contractor shall furnish a performance bond satisfactory to the Commonwealth in an amount equal to two hundred thousand dollars, United States Dollars, (\$200,000 USD) of the Contract amount as security for the faithful performance of the Contract. The bond furnished by the Contractor shall incorporate by reference the terms of the Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract is amended, the penal sum of the performance bond shall be deemed increased by like amount.

The initial bond shall be submitted to the Commonwealth Buyer within thirty (30) days of execution of this Contract. Any required amendment to the bond shall be submitted to the Commonwealth Buyer within thirty (30) days of said amendment.

Section 40.180—Commonwealth Property

The Contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for Contractor's use in connections with the performance of this Contract. The Contractor will reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

Section 40.190—Insurance

a. Certificates of Insurance

The insurance coverage required by this contract shall be in compliance with the Commonwealth of Kentucky's Revised Statutes Chapter 304. Insurance coverage shall be placed with an Insurance Company holding a Certificate of Authority issued by Kentucky Department of Insurance. Insurance coverage

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shall be placed through a resident or non-resident Licensed Agent authorized to do business in Kentucky.

Insurance is to be placed with insurers with an A.M. Best's rating of no less than B+ authorized to write insurance in the Commonwealth of Kentucky.

A Certificate of Insurance or Certificates of Insurance shall be submitted, the latter if the Contractor does not have both his Commercial General Liability and Automobile Liability policies with the same vendor or on the same policy.

The Certificate of Insurance or Certificates of Insurance shall have the following endorsements as an attachment to the Certificate or Certificates:

No deductible or self-insurance retentions.

The Tourism, Arts and Heritage Cabinet, Kentucky Horse Park, shall be named as an additional insured.

The policy is primary coverage and any insurance or self-insurance maintained by the Commonwealth of Kentucky shall be excess.

Any failure of the named insured to comply with the reporting provisions of the policy shall not affect coverage provided to the Commonwealth of Kentucky, its officers or employees.

Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights or subrogation against KHP, its officers and employees for losses arising from work performed by the Contractor for KHP.

All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to KHP.

b. Liability Insurance

Throughout the term of the contract, the Contractor shall maintain and pay for insurance which shall insure on a primary basis, the Contractor, the KHP, the KHP's officers, employees, and agents against all claims for personal injury, bodily injury, death, or property damage, all costs and expenses including attorney fees, caused by reason of the operations conducted by the Contractor on the KHP, or ways adjacent thereto, or elsewhere, including and covering, but not limited to, products liability and any and all claims arising out of the

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consumption of any food or beverage sold or otherwise provided by the Contractor, to the extent of two million dollars (\$2,000,000.00) combined single limit.

Additional general liability insurance will be required during WEG. Please see Section 30.010 (24) "WORLD EQUESTRIAN GAMES" for further details.

c. Liquor Liability Insurance

If the Contractor sells alcoholic beverages at the KHP, the Contractor shall be required to carry liquor liability insurance in the minimum amount of two million dollars (\$2,000,000.00) combined single limit bodily injury and property damage. The KHP shall be named as an additional named insured on this policy. Coverage is to be written on an occurrence form. The Contractor shall provide the KHP with a Certificate of Insurance prior to commencing operations pursuant to the contract.

d. Property Insurance

The Contractor shall be responsible for obtaining property insurance to cover any damage that may be incurred to the contents of the Clubhouse Restaurant, Snack Bar, and permanent Contractor provided structures. Property insurance shall also be provided to cover any damage to concession stands, stored Contractor property and other items owned by the Contractor located on the KHP. This coverage shall protect the Contractor's property as well as any contents owned by the KHP. The KHP shall be held harmless in regard to any damages sustained to the Contractor's property and its employee's property unless negligence is determined on the part of the KHP's employees. The amount of such insurance shall be the replacement value of the insured property.

Additional property insurance will be required during WEG. Please see Section 30.010 (24) "WORLD EQUESTRIAN GAMES" for further details.

e. Auto Insurance

Throughout the term of the contract, the Contractor shall maintain and pay for liability auto insurance for any auto owned, non-owned and leased and/or used by the Contractor that operates at the KHP which shall insure the Contractor to the extent of two million dollar (\$2,000,000.00) combined single limit.

Additional auto insurance may be required during WEG. Please see Section 30.010 (24) "WORLD EQUESTRIAN GAMES" for further details.

f. Limits of Liability

The limits of liability requirements set forth in this Section 40.105(b,d,e) can be

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met by the Contractor's use of an Umbrella Liability or Excess Liability policy or policies.

g. Worker's Compensation Insurance

Throughout the term of the contract, the Contractor shall maintain and pay for Worker's Compensation on all the Contractor's employees as provided under KRS Chapter 342.

h. Copies of Policies and Certificates to be delivered to the KHP

Certified copies of the above-described insurance policies and all certificates thereof shall be furnished to the KHP effective as of the date of the contract. Certificates of Insurance shall reflect the terms and conditions stated above and shall be provided to the KHP prior to the Contractor occupying the KHP premises or shall be provided no later than the Contract effective date.

i. Contents of Insurance Policies

The above insurance policies, including the liquor liability insurance policy, shall contain clauses substantially in the following words:

1."Notwithstanding any other provision in this policy, the insurance afforded hereunder to the Kentucky Horse Park shall be primary as to any other insurance or reinsurance covering the Kentucky Horse Park, and such other insurance or reinsurance shall not be required to contribute to any liability until the appropriate limit of liability afforded hereunder is exhausted."

2."This policy shall not be canceled or materially changed until thirty (30) days after receipt by the Kentucky Horse Park of written notice of such cancellation or change in coverage, as evidenced by receipt of a certified letter. In the event that this policy is cancelled due to non-payment the Kentucky Horse Park shall be given fourteen (14) days notice pursuant to KRS 304.20-320."

Section 40.200—Confidentiality of Contract Terms

The Contractor and the Commonwealth agree that all information communicated between them before the effective date of the Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of the Contract by all Parties, terms of the Contract become available to the public, pursuant to the provisions of the Kentucky Revised

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Statutes.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

Section 40.210—Confidential Information

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning KHP client data, the business of the KHP, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the KHP in writing to the Contractor. All federal and state statutes and regulations related to confidentiality shall be applicable to the Contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the Contractor. The Contractor shall have an appropriate agreement with its employees to that effect provided, however, that the foregoing shall not apply to:

Information which the KHP has released in writing from being maintained in confidence;

Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or

Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor.

Section 40.220—Advertising Award

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

Section 40.230—Patent or Copyright Infringement

The Contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

The Commonwealth agrees to notify the Contractor promptly, in writing, of any

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such claim, suit or proceeding, and at the Contractor's expense give the Contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the Contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the Contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the Contractor has the right to defend, or at its option, to settle and the Contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the Contractor to the Commonwealth under this agreement. The Contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the Contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Contractor without the Contractor's written consent.

The Contractor shall have no liability for any infringement based upon:

- the combination of such product or part with any other product or part not furnished to the Commonwealth by the Contractor
- the modification of such product or part unless such modification was made by the Contractor
- the use of such product or part in a manner for which it was not designed

Section 40.240—Permits, Licenses, Certificate of Authority and Taxes

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this Contract is performed.

The Contractor shall maintain, if applicable, a Certificate of Authority to conduct

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business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof. However, the Contractor need not be registered as a prerequisite for responding to the RFP. Additional local registration or license may be required.

The Contractor shall pay any sales, use, and personal property taxes arising out of this Contract and the transaction contemplated hereby. Any other taxes levied upon this Contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Contractor.

Section 40.250—Contract Claims

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

Section 40.260—Rights and Remedies

The rights and remedies of the Commonwealth provided in Section 40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract

Section 40.270—EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$250,000. The Contractor shall comply with all terms and conditions of the Act. A copy of the EEO forms may be obtained by downloading them from the E-Procurement website at <https://eprocurement.ky.gov>. Select STANDARD ATTACHMENTS AND GENERAL TERMS and scroll down the page to Attachment #4. (See Section 50.140 of this RFP for the forms that must be completed and submitted with Technical Proposal). Direct coordination with the EEO Office is approved to discuss EEO requirements and forms. The EEO office's telephone number is (502) 564-2874 and fax (502) 564-1055.

The Commonwealth will review the EEO Forms (or equivalent, if applicable) upon receipt. If a Vendor is under-utilized or in non-compliance, the Vendor shall receive notification from the Commonwealth. The Vendor shall have five (5) days from receipt of such notice to submit an affirmative action plan. Failure to submit an affirmative action plan within the timeframe specified may result in the disqualification of the Vendor's response. In any event, a Vendor shall not be eligible for an award of contract without being in compliance with the EEO requirements.

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If the Vendor is exempt from submitting the EEO Forms, the Vendor must state such in its transmittal letter (Section 50.150 of this RFP). Exemption from EEO Form submission, under KRS 45.590, does not obviate any other requirements of KRS 45.570.

Section 40.280—Provisions for Termination of the Contract

Any Contract resulting from this Solicitation shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 40.290—Bankruptcy

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee (a) promptly cures all defaults under this Contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

Section 40.300—Conformance with Commonwealth & Federal Laws/Regulations

This Contract is subject to the laws of the Commonwealth of Kentucky and where applicable Federal law. Any litigation with respect to this Contract shall be brought in state or federal court in Franklin County, Kentucky.

Section 40.310—Recycling

The Contractor is required to comply with the recycling requirements of 200 KAR 5:330.

[In accordance with KRS 45A.500, the Vendor shall take a consorted effort to use, purchase, recycle, and support environmentally friendly service ware, supplies, packaging, and etc. This shall include, but not be limited to, beverage cups, food, containers, plates, cutlery, and other such containers.](#)

Section 40.320—Funding Limitations

If any or all responses received exceed the amount of funding available, then the Finance and Administration Cabinet, Office of Material and Procurement

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Services, reserves the right to cancel this RFP.

Section 40.330—State Vendor Eligibility Request Form

Revenue Form 10A105, “State Vendor Eligibility Request Form”, effective July 2008, is a form to be completed by any person or entity wishing to contract with the Commonwealth to provide goods or services subject to sales and use tax pursuant to KRS 139.200. The form is located at this web-link as Attachment 5:

<http://eprocurement.ky.gov/attachments.htm>

In accordance with administrative regulation 200 KAR 5:390, this form has to be completed and submitted, before a contract can be awarded. Section 2 of the regulation also notes: “Failure to submit the required documentation or to remain registered and in compliance with the sales and use tax filing and remittance requirements of KRS 139.540 and KRS 139.550 throughout the duration of the contract shall constitute a material breach of the contract and the contract may be terminated.”

Section 40.340—Accessibility

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this Contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

END OF SECTION 40

Section 50—Procurement Process and Procurement Requirements

Section 50.000—Rules of Procurement

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To facilitate this procurement, various rules have been established. They are described in the following paragraphs.

Vendors shall review and comply with the general bidding requirements listed under “Laws, Policies, and Procedures” and “Standard Attachments and General Terms” located on the eProcurement Web page at <https://eprocurement.ky.gov>

Section 50.010—Approach

The procurement process shall provide for the evaluation of proposals and selection of the successful proposal in accordance with state statutes and regulations. KRS Chapter 45A of the Kentucky Model Procurement Code provides the regulatory framework for the procurement of services by state agencies.

Section 50.020—Independent Price Determination

A proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor. In addition, the Offeror is prohibited from making multiple proposals in a different form.

Should conflict of interest be detected any time during the contract, the contract shall be null and void and the Contractor shall assume all costs of this project until such time that a new Contractor is selected.

Vendor must complete the following certified statement and submit it with Cost Proposal.

I, _____, representing _____
(Print name) (Company name)

certify that the price in this proposal was arrived without any conflict of interest, as described above.

Signature / Date

Section 50.030—No Contingent Fees

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No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, excepting bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the Commonwealth shall have the right to reject the proposal or cancel the contract without liability.

Section 50.040—Cancellation of This Solicitation

In accordance with KRS 45A.105, this Solicitation may be canceled at any time and for any reason, or all bids or proposals rejected, if it is determined in writing that such action is in the best interest of the Commonwealth. Receipt of proposal materials by the Commonwealth or submission of a proposal to the Commonwealth confers no rights upon the Proposer nor obligates the Commonwealth in any manner.

Section 50.050—Cost of Preparing Proposal

Costs for developing the proposals are solely the responsibility of the Offerors. The Commonwealth of Kentucky shall not provide any reimbursements for such costs.

Section 50.060—Waiver of Minor Irregularities

The Commonwealth reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the Commonwealth.

Where the Commonwealth may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

Section 50.070—Clarifications of Proposals

The Commonwealth reserves the right to request clarification of proposals pursuant to 200 KAR 5:306, Section 6.

Section 50.080—Best and Final Offers

The Commonwealth reserves the right at its discretion to request Best and Final offers for technical and/or Cost Proposals. However, Offerors are cautioned to propose their best possible offers at the outset of the process, as there is no

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guarantee that any Offeror will be allowed an opportunity to submit a Best and Final technical and/or cost offer.

Section 50.090—Rules for Withdrawal of Proposals

Prior to the date specified for receipt of offers, a submitted proposal may be withdrawn by submitting a signed written request for its withdrawal to the Commonwealth Buyer.

Section 50.100—Disposition of Proposals

All proposals become the property of the Commonwealth of Kentucky. The successful proposal will be incorporated into the resulting contract by reference. Disposal of unsuccessful proposals shall be at the discretion of the Commonwealth Buyer.

Section 50.110—Commonwealth’s Right to Use Proposal Ideas

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposals received in response to the RFP. Selection or rejection of the proposal will not affect this right.

Section 50.120—Protest

The Secretary of the Finance and Administration Cabinet, or his designee, shall have authority to determine protests and other controversies of actual or prospective Offerors in connection with the solicitations or selection for award of a contract.

Any actual or prospective Offeror who is aggrieved in connection with solicitation or selection for award of a contract may file protest with the Secretary of the Finance and Administration Cabinet. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. (See Section 10.090 of this RFP). All protests or notices of other controversies must be in writing and shall be addressed to:

Jonathan Miller, Secretary
Finance and Administration Cabinet
702 Capital Avenue, Room 383

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Frankfort, Kentucky 40601

Tel: 502-564-4240

Fax: 502-564-6785

The Secretary of Finance and Administration Cabinet shall promptly issue a decision in writing. A copy of that decision shall be mailed or otherwise furnished to the aggrieved party and shall state the reasons for the action taken.

The decision by the Secretary of the Finance and Administration Cabinet shall be final and conclusive.

Section 50.130—Proposal Submission Requirements

Proprietary information shall be clearly labeled and submitted with the Technical Proposal

Each qualified Offeror may submit one (1) proposal. Alternate proposals will not be allowed. Failure to submit as specified shall result in a non-responsive proposal.

The Vendor must complete the "Vendor" box on the face of the Solicitation. An authorized representative of the Vendor shall sign where indicated on the face of the Solicitation. If the solicitation is not signed the proposal shall be deemed non-responsive.

Proposals must be submitted in two (2) parts: the Technical Proposal and the Cost Proposal. The format and content of each are specified in Sections 50, 60, and 70.

One (1) marked original and five (5) copies of the Technical Proposal under sealed cover and one (1) marked original and two (2) copies of the Cost Proposal under separate sealed cover. If the Technical Proposal and Cost Proposal are not submitted under separate cover, the proposal may be deemed non-responsive. If any costs/pricing is included in the Technical Proposal, the proposal may be deemed non-responsive. Any information submitted in accordance with Section 50.220—Vendor Response and Proprietary Information, shall include two (2) copies and be sealed separately and included with the Technical Proposal. Additional copies of Proprietary Information will be requested if deemed necessary by the Commonwealth Buyer. The Vendor shall provide two (2) CDs containing the Technical Proposal response in Microsoft Word 7.0 or higher format and two (2) CDs containing the Cost Proposal pricing in Microsoft Word 7.0 or higher format. Should differences be determined to exist

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between the hardcopy proposal and the electronic version, the hardcopy shall prevail. DO NOT INCLUDE PRIOPRIETARY INFORMATION IN THE ELECTRONIC COPIES. Pricing shall only be provided on the Cost Proposal. Proposals are due on January 30, 2008 at 3:30 PM ET.

Any proposal received after January 30, 2008 at 3:30 PM ET will be rejected and returned unopened to the Offeror.

Vendor must complete the following certified statement and submit with Technical Proposal:

I, _____, representing _____
(Print name) (Company name)

certify that the diskettes/CDs submitted have been properly scanned for infected viruses. The virus software and version used was

_____.

Signature / Date

Proposals must be submitted to:

Amy Monroe Richardson, CPPB
Commonwealth Buyer
COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
702 Capitol Ave Room 096
Frankfort, Kentucky 40601

The outside cover of the package containing the Technical Proposal must be marked:

KENTUCKY HORSE PARK
CONCESSION & CATERING SERVICES
SOLICITATION NUMBER: RFP-758-0800001605
TECHNICAL PROPOSAL
Name of Offeror

The outside cover of the package containing the Cost Proposal must be marked:

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KENTUCKY HORSE PARK
CONCESSION & CATERING SERVICES
SOLICITATION NUMBER: RFP-758-0800001605
COST PROPOSAL
Name of Offeror

The Commonwealth shall accept all proposals properly submitted. However, the Commonwealth reserves the right to request necessary amendments, reject any or all proposals in whole or in part, reject any proposal in whole or in part that does not meet mandatory requirements or cancel this RFP, according to the best interest of the Commonwealth.

Unless requested by the Commonwealth, the Commonwealth may not accept any addenda, revisions, or alterations to proposals after the Solicitation closing time and date.

All submitted Technical and Cost Proposals shall remain valid for a minimum of six (6) months after the proposal due date.

Section 50.140—Format of Technical Proposal

The Technical Proposal must be arranged and labeled in the manner set forth below. Failure to sign the face of the solicitation shall result in a non-responsive proposal.

Introduction

- Table of Contents
- Transmittal letter that includes the requirements of Section 150—Transmittal Letter and is signed by a duly authorized officer of the Vendors' organization.
- Completed and signed Solicitation.
- Signed Addenda, where applicable.
- EEO Statement
- KRS 45A.485 Certification Form, if applicable
- Campaign Finance Law Compliance
- A list of proposed exceptions/deviations, where applicable, subject to the provisions of Section 50.200 of this RFP.
- Response to the RFP.

Note to Vendors: Go to <https://eprocurement.ky.gov>, “Laws, Policies, and Procedures” and “Standard Attachments and General Terms” to download and complete the following forms: EEO-1, EEO Employee Data Sheet and EEO,

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Subcontractor Report Form (Attachment 4) AND Required Affidavit for Offerors (Attachment 2)

Section 50.150—Transmittal Letter

The transmittal letter must be on the vendor's letterhead and signed by an agent authorized to bind the vendor. If the Transmittal Letter is not sign and notarized, the proposal may be deemed non-responsive. The transmittal letter shall include the following:

- A statement indicating whether the offeror is a corporation in good standing or, if not a corporation, its type of legal entity.
- A statement listing any exceptions to the specifications in the RFP taken by the offeror. If there are no exceptions to the specifications in the RFP, the offeror shall so state
- A statement that proprietary information is included and marked as required in Section 50.220 of this RFP, if applicable.
- A sworn statement that, if awarded a contract as a result of this Solicitation, the vendor will comply in full with all requirements of the Kentucky Civil Rights Act, and will submit all data required by KRS 45.560 to 45.640.
- A sworn statement pursuant to KRS 11A.040 that the vendor has not knowingly violated any provisions of the Executive Branch Code of Ethics.
- A sworn statement of that the Vendor is in currently in compliance and shall remain in compliance if awarded a Contract with Section 50.170—Prohibitions of Certain Conflicts of Interest.
- A statement of certification in accordance with Section 50.180—Certification Regarding Debarment, Suspension, and Proposed Debarment.
- A statement that the Offeror's proposal shall remain valid until six (6) months after the proposal due date.
- The name, address, telephone number, FAX number, and e-mail address of the individual to be contacted, if necessary, as part of this RFP. The address shall be one to which the major overnight delivery services will deliver.
- Confirmation that if it becomes necessary to transfer service to another entity due to termination of the Contract for any reason, the respondent agrees to transfer all materials, records, and documents maintained by the selected respondent that are necessary to conduct any task or service associated with this procurement, to a successor as designated by the Department within sixty (60) working days from the date of receipt of the notification to do so.

Section 50.160—Format of Cost Proposal

The Cost Proposal shall be submitted as prescribed in Section 70.

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Section 50.170—Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the contractor represents and warrants, and the Commonwealth relies upon such representation and warranty, that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The contractor further represents and warrants that in the performance of the contract, no person, including any subcontractor, having any such interest shall be employed.

In accordance with KRS 45A.340 and KRS 11A.040(4), the Vendor agrees that it shall not knowingly allow any official or employee of the Commonwealth who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract to voluntarily acquire any ownership interest, direct or indirect, in the contract prior to the completion of the contract.

Section 50.180—Certification Regarding Debarment, and Suspension

In accordance with Federal Acquisition Regulation 52.209-5, the Vendor shall certify, in the Transmittal Letter (Section 50.150 of this RFP), that to the best of its knowledge and belief, the Vendor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any State or Federal agency.

"Principals", for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.)

Section 50.190—Disclosure of Violation of Statutes

Required Report of Prior Violations of Tax and Employment Laws information and forms can be found at <https://eprocurement.ky.gov>, "Laws, Policies, and Procedures" and "Standard Attachments and General Terms".

Pursuant to KRS45A.485, vendors are required to reveal final determinations of violation of certain statutes incurred within the last five years and be in continuous compliance with those statutes during any contract awarded as a result of this RFP.

Section 50.200—Vendor's Exceptions to Terms and Conditions of the Solicitation

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An offer in response to this Solicitation that includes terms contrary to the terms and conditions in Section 40 of the Solicitation or takes any exceptions to the terms and conditions of Section 40 may be considered non-responsive. Purchase or Sales Agreements, supplied by the Vendor making an offer, in reply to the Solicitation, may not be accepted.

Section 50.210—Deviations to Other Provisions of the Solicitation

The provisions appearing elsewhere in this Solicitation shall become part of any resulting contract. Any deviations from the provisions of the Solicitation must be specifically identified by the Vendor in its proposal, which if successful, shall become part of the Contract. Such deviations shall not be in conflict with the basic nature of Technical and Cost requirements of this Solicitation. Deviations must be submitted as stated in Section 50 of this Solicitation. The Commonwealth reserves the right to reject any and/or all deviations in whole or in part. Deviations to the Terms and Conditions set forth in Section 40 of this Solicitation may not be accepted.

Section 50.220—Vendor Response and Proprietary Information

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. The Finance and Administration Cabinet shall not disclose any portions of the proposals prior to contract award to anyone outside the Finance and Administration Cabinet, representatives of the KHP, representatives of the Federal Government, if required, and the members of the evaluation committees. After a contract is awarded in whole or in part, the Commonwealth shall have the right to duplicate, use, or disclose all proposal data submitted by Vendors in response to this RFP as a matter of public record. Although the Commonwealth recognizes the Vendor's possible interest in preserving selected data which may be part of a proposal, the Commonwealth must treat such information as provided by the Kentucky Open Records Act, KRS 61.870 et sequitur.

Informational areas which normally might be considered proprietary shall be limited to individual personnel data, customer references, selected financial data, formulae, and financial audits which, if disclosed, would permit an unfair advantage to competitors. If a proposal contains information in these areas that a Vendor declares proprietary in nature and not available for public disclosure, the Vendor shall declare in the Transmittal Letter (Section 50.150) the inclusion of propriety information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under

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separate sealed cover marked "PROPRIETARY DATA". Proposals containing information declared by the Vendor to be proprietary, either in whole or in part, outside the areas listed above may be deemed non-responsive to the RFP and may be rejected.

The Commonwealth of Kentucky shall have the right to use all system ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejections of the proposal will not affect this right.

END OF SECTION 50

Section 60—Technical Proposal Requirements and Evaluation

Section 60.000— Technical Proposal Evaluation

The Commonwealth shall conduct a comprehensive, fair, and impartial evaluation of all proposals. The Commonwealth may reject any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies. The Commonwealth reserves the right to reject all proposals.

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The Commonwealth has established a Proposal Evaluation Committee to review, evaluate and verify information submitted by the Offeror. The Commonwealth reserves the right to alter the composition of the committees or to designate other staff to assist in the evaluation process.

Each Vendor is responsible for submitting all relevant, factual and correct information with their offer to enable the evaluator(s) to afford each Vendor the maximum score based on the available data submitted by the Vendor. This information must be attached with cross-references to the appropriate location in the Solicitation (i.e. page number, paragraph, subject, etc.).

The Commonwealth shall evaluate the proposals by assigning scores in the categories according to established criteria using a consensus or group scoring methodology.

Section 60.010— Request For Proposal Response Requirements

A. Evaluation Requirements

The following items, numbers 1 through 7, set forth those evaluation requirements that proposals must include in order to fully, accurately, and completely satisfy information requirements as set forth in the evaluation portion of this RFP. These items describe in detail the evaluation criteria listed in this section. See part B, this Section, for additional RFP requirements that are not necessarily evaluation criteria. The successful proposal shall take into consideration all components and aspects of the KHP food service needs as discussed or required in this RFP. The proposal should include any other information the Vendor believes is significant to an evaluation of its proposal.

Food Management Experience At Similar Venue (100 Points)

The KHP is seeking excellence as a principal outcome of this RFP process. As such, the factors set forth herein are designed to establish essential experience criteria to provide food services for the KHP as well as high profile world-class sporting events such as the 2010 Alltech FEI World Equestrian Games. The Vendors shall demonstrate in narrative format (2 pages or less) their experience in:

Providing similar food and beverage experience such as theme parks, universities, Expos, trade show, exhibition facilities with emphasis in high profile world-class sporting events dealing with multiple constituents and unusual geographic restraints.

Experience in providing food and beverage service with a well known reputation

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for quality food and beverage preparation.

Experience in the preparation and service of food and beverages to at least fifty thousand (50,000) people in one day and consecutive service of thirty thousand (30,000) people for fifteen or more consecutive days. Vendors shall include supporting documentation to validate this aspect of experience.

Resources (75 Points)

In order to qualify for the award of a successful contract, the KHP believes that the following resources are essential for the Vendor to adequately meet the needs of the KHP during the 2010 Alltech FEI World Equestrian Games.

Financial resources which in the opinion of KHP are adequate to ensure full and proper performance of the contract. As such, Vendors shall submit an audited current financial statement (along with a reliance letter from the Vendor's independent accounting firm), which is not to be older than one (1) year after the close of Vendor's last full accounting period. In addition, Vendors shall submit audited financial statements for the three (3) fiscal years preceding the most current financial statement.

Documented ability to develop maximum gross receipts potential from similar operations without compromise to required standard of KHP.

A descriptive list of equipment, supplies, utensils, hollowware, serving pieces, chaffing ware, linen, glassware, and flatware, and other existing or proposed necessary materials.

Assurance that the Vendor has the ability to implement operations no later than the commencement date of the resulting contract.

Other Required Documentation (50 Points)

Vendors shall submit the following type of documentation to fulfill requirements under this section of the Technical Proposal. Any documentation provided under this section that is considered proprietary in nature shall be marked as described in Section 50.

Literature and brochures describing the operations of the Vendors and other related material such as existing agreements of similar nature, calendar and scope of upcoming events managed by Vendor that may be used in determining the Vendor's operating experience, reputation for quality, cooperation and ability to begin operations as noted.

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A narrative of an estimate of proposed numbers and types of employees to render services proposed, manpower-planning charts and proposed wages and/or salary of such employees.

An organizational chart of operations and manual of operating procedures currently in use or most recently used at similar events.

A sample of food service detail reports consisting of revenue potentials, staffing guides, operating food and beverage costs and associated cost forms and analysis.

Literature and brochures describing proposed compliance for all health and sanitation-related training, any existing related material currently used in a multiple-outlet facilities as well as sporting events of similar nature.

Capabilities Of The Staff Selected To Direct And Support Operations (75 Points)

The KHP believes that a Professional management team, technical support and adequate personnel, are essential to ensure uninterrupted flow of food service throughout the KHP operating season as well as the successful servicing of 2010 Alltech FEI World Equestrian Games.

The Vendor shall submit resumes and personnel profiles of principal managerial staff that will actually oversee food operations for the KHP specifically as well as others identified to operate during the 2010 Alltech FEI World Equestrian Games. Vendors shall furnish a list of the specific officers or persons who have signatory authority on behalf of the Vendor.

For any member of the managerial staff that has not been chosen, submit the level of experience and qualifications the management staff shall have in order to qualify for the position. Include a proposed organization structure of the KHP management team and staff.

Vendors shall provide detailed profiles of other key company personnel including specific responsibilities and the length of time that position was held.

Amount And Timetable Of Capital Investment (80 Points)

Vendors shall be evaluated on the level of capital improvements they are willing to commit to and the timetable for their implementation. The following are suggestions for capital improvements. Others are welcome.

- a. A list of any renovations for the Clubhouse Restaurant, addition of a

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centralized kitchen, hilltop equine competition site, new indoor arena and/or other concession areas, food and beverage vending areas, new food service designs, improved lighting, or other aesthetically pleasing improvements including interior decorative alterations. Include any Snack Bar renovations. Include information stating the timing and implementation of such capital investments.

b. Description of any concession stands for the KHP. Describe size and timetable for acquisition.

c. Description of catering services and any catering equipment to enhance and improve catering at the KHP.

d. List any equipment for the Clubhouse Restaurant, Snack Bar, or other facility. Include a timetable for acquisition.

e. Elaborate on the style of service for the Clubhouse Restaurant. The restaurant service can be fast food, buffet, sit-down or other style suited to the anticipated clientele, existing facility, or renovated facility and expertise of the Vendor.

f. Other capital improvements.

Marketing, Advertising And Promotions (60 Points)

Vendors shall submit any proposed independent or joint initiatives of the Vendors regarding the promotion and marketing of the KHP. The KHP will evaluate the degree, amount, and value of participation in KHP promotions, advertising, and sponsorship of KHP events and attractions. Any promotions of the KHP shall be approved in advance by the KHP's Executive Director or his Designee.

Client References (60 Points)

The Vendor shall fully complete the reference form (Attachment 6) for five (5) references. All references shall be from accounts similar to the scope and complexity of the Commonwealth's as outlined in this RFP.

If complete and accurate information is not provided, the Vendor's reference may not be considered for evaluation and may receive a score of zero (0).

References' telephone number and email address shall be included on the reference form otherwise the reference may receive a score of zero (0). If the reference does not have an email address, please state such on the reference form.

The Commonwealth, not the Vendor, shall attempt to contact references for a

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maximum of five (5) business days; however, it is the Vendor's responsibility to ensure that a reference is aware of and anticipates being contacted by the Commonwealth. If a reference is unable to be reached, or is not available within the designated timeframe, that reference shall receive a score of zero (0). If it is determined as the result of a reference check that a reference is not qualified in accordance with the requirements of this RFP, the reference shall receive a score of zero (0).

All references shall be valid and within the United States.
References shall not include Commonwealth of Kentucky employees.

Section 60.160—Technical Scoring Criteria

EVALUATION CRITERIA	POINTS
Food Management Experience at a Similar Venue	100
Resources	75
Other Required Documentation	50
Capabilities of the Staff Selected to Direct and Support Operations	75
Amount and Timetable of Capital Investment	80
Marketing, Advertising, and Promotions	60
Client References	60
TOTAL MAXIMUM SCORE POSSIBLE	500

END OF SECTION 60

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Section 70—Cost Proposal Requirements and Scoring Criteria

Section 70.000—Overview And Instructions

Vendors shall ONLY provide cost on the Cost Proposal. Vendors shall submit the following with the Cost Proposal otherwise the proposal may be deemed non-responsive:

a. Overview

The last page of this RFP is the Cost Proposal Form. All offerors shall complete the Cost Proposal Form and return it sealed and separate from the Technical Proposal. The Cost Proposal shall not be evaluated until the Technical Proposal has been evaluated and scored.

b. Instructions

Vendors will place the percentage of their gross sales that will be paid to the KHP in the revenue center spaces on the Cost Proposal Form (Attachment 8). A sample is shown below.

The cost proposal shall be evaluated by use of the “Ranking Approach”. Under this evaluation method the lowest percentage paid to the KHP is divided by the highest percentage. The value of the calculation is then multiplied by the total possible points for the revenue center, giving the Vendor’s score for that revenue center.

All revenue center scores are then added to give the Vendor’s total cost proposal score. The following example illustrates this method. Percentages such as 20% shall be utilized as “.20” for calculation purposes.

Example: The total possible points for this example are 180 points. If Bidder A has the highest percentage offered for this revenue center at 25% then Bidder A would receive 180 points ($.25/.25 = 1.00 \times 180 = 180$). If Bidder B has the next highest percentage offered for this revenue center at 20%, then Bidder B would

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receive 144 points for the aforementioned revenue center ($.20/.25 = .80 \times 180 = 144$). The method is repeated for each revenue center, all points received are then totaled to yield the bidder's final cost proposal score.

the table below is show as an illustration of the example above. Vendors shall complete the cost proposal form given in Attachment 8.

Type of Service	Percentage Return on Gross Sales to the KHP		Total Points Possible	Weight
Clubhouse Restaurant		%	90	20.00%
Other Concessions	25	%	180	40.00%
Catering Services		%	72	16.00%
Tent Rentals		%	18	4.00%
Rentals		%	45	10.00%
Vending Machine Services		%	45	10.00%
				100.00%
TOTAL POINTS			450	

END OF SECTION 70

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Section 80—Oral Presentations/Demonstrations Evaluation

Section 80.000—Right to Use Oral Presentations/Demonstrations to Verify/Expand on Proposal

The Commonwealth reserves the right to require Oral Presentations/Demonstrations to verify or expand on the Technical or Cost Proposals.

Section 80.010—Right to Reject Based on Oral Presentations/Demonstrations

The Commonwealth reserves the right to reject any or all proposals in whole or in part based on the Oral Presentations/Demonstrations.

Section 80.020—Oral Presentations/Demonstrations Evaluation Criteria

The top three (3) highest ranking Vendors may/will be requested to provide oral presentations and demonstrations to answer questions or to clarify the understanding of the evaluation committee in accordance with the requirements of this RFP. The oral presentations shall be scheduled at the discretion of the Commonwealth. The Commonwealth reserves the right to not require oral presentations/demonstrations if they do not affect the final rankings.

Agency submits separately, DO NOT include in RFP, the requirements/agenda

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for the Oral Presentations. This is usually created after the proposals have been evaluated and is based on areas that need further clarification. However the agency does need to assign points to Orals in the RFP document.

END OF SECTION 80

Section 90—Ranking of Proposals

Section 90.000—Best Interest of the Commonwealth

The Commonwealth will rank the proposals in the manner set forth within this Solicitation. However, the Commonwealth reserves the right to reject any or all proposals in whole or in part a based on the best interest of the Commonwealth.

Section 90.010—Total Points Possible for Proposals

Criteria	Points Possible
Technical Proposal	500
Cost Proposal	450
Oral Presentation	50
Total Points Possible for Proposals	1,000

END OF SECTION 90

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Section 100—Negotiations

Section 100.000—Negotiations

The Commonwealth reserves the right pursuant to KRS 45A.085 to negotiate a contract with the top-ranked Vendor. In the event the Commonwealth cannot reach agreement with the top-ranked Vendor, it may proceed to negotiate with the next highest ranked Vendor, and so on. It is the Commonwealth's intent to award a contract to the Vendor with whom successful negotiations are completed.

Section 100.010—Items to Be Negotiated

Terms and conditions that may be negotiated at the sole discretion of the Commonwealth include but are not limit to issues related to the Technical and/or Cost Proposals.

END OF SECTION 100

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ATTACHMENTS

The Attachments indicated below may be downloaded by accessing the “Attachment” link found on the Solicitation Details View page where this RFP was downloaded. Once the Attachment link is accessed, select the file name you wish to download, and select the “Download Attachment” hyperlink. For assistance with downloading these attachments please contact the Commonwealth Buyer, Amy Monroe Richardson at 502-564-6524.

- Attachment 1—Kentucky Horse Park Visitor Count
- Attachment 2—List Of Equipment Owned By the KHP
- Attachment 3—Kentucky Horse Park Map
- Attachment 4—KHP Facilities Utilized For Group Catering Services
- Attachment 5—Old Kentucky Night Menus 2009

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Attachment 6—Offeror Reference Form

Attachment 7—Specific Item Exclusivity

Attachment 8—Cost Proposal Form

Attachment 9—Glossary of Acronyms and Terms

[Attachment 10—Questions and Answers](#)

[Attachment 11—2008 - 2013 Date Comparison](#)

[Attachment 12—Caters Currently Booked Non-equine Special Events](#)

[Attachment 13—Answers to Question 7-Clubhouse Restaurant Daily Menu](#)

[Attachment 14—Answer to Question 9](#)

[Attachment 15—Answer to Question 10 - KHP Historical Sales Revenue](#)

[Attachment 16—Answer to Question 12 - Paid Visitor Attendance](#)

[Attachment 17—Answer to Question 50 - Proposed additional S&F](#)