



Commonwealth of Kentucky

SOLICITATION

TITLE: KHP - Communications Infrastructure Sponsorship Opportunity

DATE ISSUED	SOLICITATION CLOSES	SOLICITATION NO.
2008-09-02	Date: 2008-10-02 Time: 11:30:00	RFP 665 0800001520

I S S U E D B Y	Kentucky Horse Park JOSEPH HINTON	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: JOSEPH HINTON
859-259-4287

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

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Cost	Line Total Or Contract Amt
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1IT Communications Infrastructure
Sponsorship Opportunity

Comm Code	Comm Description	Manufacturer	Model #	Man Part #
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96200 MISCELLANEOUS SERVICES

Extended Description

IT COMMUNICATIONS INFRASTRUCTURE SPONSORSHIP OPPORTUNITY

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

Evaluation Criteria			
The following criteria will be used when determining the award of this solicitation			
Code	Criteria Description	Points	Vendor Response (DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)

DELV	Can the Vendor meet the required delivery schedule.	100
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Sponsorship Opportunity
Park Wide Communications Infrastructure
Kentucky Horse Park

Section I
General Information

A. Purpose of this Document

This sponsorship opportunity is issued in accordance with 200 KAR 5:080.

The purpose of this document is to solicit responses for a single sponsorship to provide the necessary cabling infrastructure, equipment and any other requirements relating to the communications needs of the Kentucky Horse Park in return for significant advertising opportunities with the Kentucky Horse Park. It calls for a "Design and Build" approach based upon the information provided.

B. Commitment of the Kentucky Horse Park

In return for the proposed sponsorship, the Kentucky Horse Park will promote its partnership with the selected sponsor through several significant advertising opportunities to be agreed upon at a later date.

C. Submission Dates

Responses shall be delivered by 11:30 AM (EDT), Thursday October 2nd, 2008 to:

Park Wide Communications Infrastructure
c/o Joe Hinton, Purchasing Officer
Kentucky Horse Park
4089 Iron Works Parkway
Lexington KY 40511

D. Mandatory Site Visit Required

All interested parties MUST attend a mandatory site visit. Attendees will sign a log to document their attendance. The site visit will be held at:

Kentucky Horse Park
South Theater (located inside the Visitor Information Center)
4089 Iron Works Parkway
Lexington KY 40511

Wednesday, September, 10th 2008 at 10:00 a.m.

E. Inquires

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Contacts with agents of the Commonwealth for information concerning response procedures shall be limited to the KHP representative listed below. All communications, oral, written (regular, express, electronic mail, or fax), concerning this document shall be addressed to:

Joe Hinton, Purchasing Officer
Kentucky Horse Park
4089 Iron Works Parkway
Lexington, KY 40511
859.259.4287
joe.hinton@ky.gov

It should be understood that any verbal representations made or assumed to be made during any oral discussions are not binding on the Kentucky Horse Park or the Commonwealth of Kentucky.

F. Verification/Clarification of Information

The Kentucky Horse Park may request verification/clarification documentation from the Sponsor of any information provided in its response.

G. Cost of Preparing Response

Costs for developing the response are solely the responsibility of the Sponsor. The Kentucky Horse Park shall provide no reimbursements for such costs. Any costs associated with any oral presentations, if applicable, to Kentucky Horse Park shall be the responsibility of the Sponsor and shall in no way be billable to Kentucky Horse Park.

H. Cancellation

Kentucky Horse Park may, upon a thirty-day (30) written notice to the Sponsor terminate this agreement completely or in part, for convenience or for default. In such event, all documents, data, studies, and reports prepared for Kentucky Horse Park under the Award shall become its property. Any equipment or services remaining shall be paid back to the vendor, unless for default. In the event that the Award is terminated for default, the Sponsor shall forfeit their equipment to the Kentucky Horse Park.

Pursuant to KRS 45A.105 the Kentucky Horse Park reserves the right to cancel or reject responses that are deemed not to be in the best interest of the Commonwealth of Kentucky.

Section II **Kentucky Horse Park Background**

The Kentucky Horse Park is a working horse farm and educational theme park dedicated to man's relationship with the horse. Set on more than 1,200 beautiful acres in the heart of Kentucky's famous Bluegrass Region, the Kentucky Horse Park is devoted to bringing the best equine experience to our patrons.

The Kentucky Horse Park offers many attractions that allow patrons to take full advantage of their equine experience such as the Horse Drawn Tour, Walking Farm Tour, and our museums the International Museum of the Horse and the American Saddlebred Museum. In addition, patrons can see live shows like

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the Mare and Foal Show, Parade of Breeds Presentation and Hall of Champions Show.

Being one of Kentucky's main tourist attractions, the Kentucky Horse Park hosts many national and international horse shows such as the Rolex Three-Day Event, the US Pony Finals, the annual Egyptian Event, and the High Hope Steeplechase.

Additionally, in September 2010, the Kentucky Horse Park will also host the Alltech FEI World Equestrian Games. This will be the first time the event has been held outside of Europe. The event is expected to draw 700,000 visitors during the 16 day competition, along with an estimated 900 horses, 800 competitors, 2,000 members of the international media and have an estimated 150 million dollar economic impact on the state of Kentucky.

For additional information on the 2010 Alltech FEI World Equestrian Games please visit <http://www.feigames2010.org>

In addition to other successes, the Kentucky Horse Park is home to thirty-three equine associations and organizations that believe the Kentucky Horse Park is the ideal setting for their national and state offices.

For additional information and events please visit <http://www.kyhorsepark.com>

Section III

Communications Infrastructure Requirements

A. General Information

The Kentucky Horse Park in Lexington, Kentucky (KHP) currently has an outdated copper cabling infrastructure, analog telephones, and low-speed data services that are rapidly being outgrown. An analysis of the existing communications infrastructure suggests that the system as a whole is inadequate for current and long-term use of the Kentucky Horse Park and is not capable of supporting future events.

It has been determined that the best solution is to replace and augment the current communications infrastructure. It is recommended that the infrastructure be upgraded to a fiber optic network throughout the park and any existing copper cabling should be checked to ensure that it is in compliance with the Commonwealth Office of Technology's standards. An Internet Protocol (IP) -based infrastructure and telecommunications system will be required to simplify integration efforts and long-term management and maintenance.

B. High Level Requirements

Please Note – The Sponsorship response shall include all materials, labor and equipment necessary to install and integrate these systems.

The Kentucky Horse Park currently has approximately fifty (50) separate locations that are not interconnected. The proposed communications infrastructure project should allow for connecting these locations. While it is not necessary to provide a fiber end-point at each location the system should be designed in such a way to maximize efficiency and to ensure the most reliable connectivity possible. A

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fiber ring solution is suggested with up to twenty (20) drop and insert points.

The Kentucky Horse Park currently uses approximately 140 phone lines, either Centrex or business DASS lines. The proposed solution should include the implementation of Voice Over IP (VOIP) in all locations. The VOIP system should be expandable up to 1,000 handsets.

The Response should also include the implementation of two separate wireless networks that should cover the entire Kentucky Horse Park. The first wireless network will be a private, limited access, encrypted system. This system will be used for administration as well as mission critical operations during events, where a wired system is not feasible. The second wireless network will be a non-secure, open access system that will provide connectivity to the general public. This system should be segmented off of the park network with a VLAN for security reasons and also given the ability to control bandwidth.

Section IV

Statement of Sponsorship

A. General Nature of Proposed Sponsorship

The Kentucky Horse Park is an agency of the Commonwealth of Kentucky. As such, it must comply with applicable state laws, regulations and procedures as they relate to donations, sponsorships, procurement and other acquisitions.

Section V

General Conditions

A. Sponsor's Responsibilities during the Award Term

1. Sponsor shall provide all equipment, labor and materials required to complete the Communications Infrastructure installation within nine (9) months of signing an Award for Sponsorship with the Kentucky Horse Park.
2. Sponsor shall provide any desired signage, promotion materials, or other products for display at the Kentucky Horse Park. Prior written approval of the Kentucky Horse Park's Executive Director is required before the Sponsor may locate or display items on the grounds of the Kentucky Horse Park.
3. Sponsor shall have general professional liability insurance or specific professional liability insurance for this engagement in an amount appropriate for industry standards.

B. the Kentucky Horse Park's Responsibilities during the Award Term

The Kentucky Horse Park agrees to provide the Sponsor significant advertising opportunities for the duration of the Sponsorship.

C. Modifications to Award

Any modifications to the Award shall be in writing and processed through the Kentucky Horse Park's

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Purchasing Office.

D. Disputes

Except as otherwise provided in this document, a question or act arising under the Award which is not disposed of by mutual agreement shall be decided by the Kentucky Horse Park Commission. Such decision shall be served by certified mail, to the Sponsor. The decision of the Kentucky Horse Park Commission shall be final and conclusive unless within thirty (30) days from the date of service, the Sponsor notifies the Secretary of the Finance and Administration Cabinet pursuant to KRS 45A.235.

Pending final determination of any dispute hereunder, the Sponsor shall proceed diligently with the performance of the Award and in accordance with the Kentucky Horse Park Commission's direction.

This section does not preclude consideration of legal questions in connection with the decision provided for above, provided that nothing in the Award shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

E. Forums and Venue

This Award shall be construed according to the laws of the Commonwealth of Kentucky. Any legal proceedings against the Commonwealth regarding any resultant Award shall be brought in Commonwealth of Kentucky administrative or judicial forums. Venue will be in Franklin County, Commonwealth of Kentucky.

F. Attorneys' Fees

In the event that either Party deems it necessary to take legal action to enforce any provision of this Award and in the event the Kentucky Horse Park prevails, the Sponsor agrees to pay all expenses of such action, including attorneys' fees and costs at all stages of litigation as set by the court or hearing officer.

G. Employment Practices

The Sponsor 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 Sponsor 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. Sponsor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this clause.

The Sponsor shall, in all solicitations or advertisements for employees placed by or on behalf of the Sponsor, 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 Sponsor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246,

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as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, 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. The Sponsor shall comply with related Commonwealth laws and regulations.

The Sponsor 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 Sponsor 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.

H. Certificate of Authority

The vendor deemed most susceptible for award shall furnish a copy of the official documentation, such as certificate of authority and/or appropriate filing of certificate of assumed name, which authorizes the vendor to conduct business in the Commonwealth of Kentucky as a domestic or foreign corporation or other recognized business entity, prior to contract award. (More information on how to be properly authorized to conduct business in the Commonwealth is located at the Secretary of State's website at www.kysos.com.) If any such official documentation, such as in the case of a sole proprietorship or partnership not operating under an assumed name, is not required, the vendor shall provide the Commonwealth with written certification to this effect. The Commonwealth reserves the right to verify any information provided prior to contract award. Furthermore, a failure to maintain any and all required proper authorization to conduct operations in Kentucky under the specified business name of the vendor during the life of any contract awarded may be deemed a breach of contract by the vendor and treated accordingly by the Commonwealth.

Section VI

Technical Response Format

A. Responsiveness

In order to be considered for selection, responses submitted by the Sponsor shall be completely responsive to this document. All conditions printed herein are hereby made a part of the conditions under which the response is submitted and shall be incorporated into any Award on this project. Further, the contents of a response shall become part of any Award resulting from that response.

B. Technical Response

The technical Response is requested to be brief, concise and bound in a single volume and should include the following:

- Signed solicitation cover page
- Title Page with contact information
- Table of Contents (if applicable)
- Any deviations from stated requirements
- Sponsor Background including date established a brief history
- Acknowledgement of all addenda

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- Notarized Attachment A
- Sworn Statement Regarding Campaign Finance
- Network Response
 - ✎ Sponsors shall prepare a high-level proposal of the networking infrastructure they would install to address the issues outlined in Section III.

NO PRICING INFORMATION IS TO BE INCLUDED IN THE RESPONSE

Section VII
Technical Response Evaluation

Kentucky Horse Park shall evaluate all technical responses in accordance with KRS 45A.695. Each response shall be evaluated as follows:

Responsiveness to RFP **20 points**

Conciseness/clarity
Title page/table of contents
Transmittal letter
Sponsor information

Sponsor and Local Office Background **20 points**

Date established
Brief historical information

Network Response **60 points**

Total Points **100 points**

Three (3) copies of the technical response are requested to be delivered in a clearly marked, sealed envelope to: Joe Hinton, Purchasing Officer, Kentucky Horse Park, 4089 Iron Works Parkway, Lexington, KY 40511. The technical Response shall be evaluated and scored by Kentucky Horse Park evaluation committee. Total maximum score on the technical Response is 100 points.

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ATTACHMENT A

Solicitation #: _____

REQUIRED AFFIDAVIT FOR BIDDERS OR OFFERORS

- A. In accordance with the provisions of KRS 45A.110 and KRS 45A.115, each bidder or offeror shall swear or affirm under penalty of perjury that:
- (1) neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky, and
 - (2) the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
- B. I hereby swear and affirm under penalty of perjury that the entity bidding is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state; is duly registered with the Kentucky Secretary of State to the extent required by Kentucky law; and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.
- C. I hereby swear and affirm under penalty of perjury that the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
- D. I hereby swear and affirm under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.**

I have fully informed myself regarding the accuracy of the statements made above.

SIGNATURE

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by _____, _____

(Affiant)

(Title)

of _____ this ____ day of _____, 20____.

(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

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