



# Commonwealth of Kentucky SOLICITATION

**TITLE:** Sponsorship- Concert On The Patio-Kentucky Dam Village SRP

|                                  |   |   |
|----------------------------------|---|---|
| <b>DATE ISSUED</b><br>04/11/2018 | <b>SOLICITATION CLOSSES</b><br><b>Date:</b> 04/24/2018<br><b>Time:</b> 11:00:00 | <b>SOLICITATION NO.</b><br>RFP 670 1800000272 |
| <b>RECORD DATE</b><br>04/10/2018 |   |   |

|   |  |   |  |
|---|--|---|--|
| <b>I<br/>S<br/>S<br/>U<br/>E<br/>D<br/><br/>B<br/>Y</b> | Dept of Parks - Purchasing<br>Sheena Pettway | <b>A<br/>D<br/>D<br/>R<br/>E<br/>S<br/>S<br/><br/>T<br/>O</b> | PARKS<br><br>Dept. of Parks, Purchasing Division<br>2 Hudson Hollow Rd, Unit 1<br><br>Frankfort KY 40601<br>US |
|   |  |   |  |

**V E N D O R**

|   |                                |   |                              |
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| <b>O<br/>R<br/>D<br/>E<br/>R<br/><br/>A<br/>D<br/>D<br/>R<br/>E<br/>S<br/>S</b> | <b>Name:</b>                   | <b>P<br/>A<br/>Y<br/>M<br/>E<br/>N<br/>T<br/><br/>A<br/>D<br/>D<br/>R<br/>E<br/>S<br/>S</b> | <b>Name:</b>                 |
|   | <b>Address:</b>                |   | <b>Address:</b>              |
|   | <b>City, State Zip Code:</b>   |   | <b>City, State Zip Code:</b> |
|   | <b>Phone #:</b>                |   | <b>Phone #:</b>              |
|   | <b>Fax #:</b>                  |   | <b>Fax #:</b>                |
|   | <b>Email Address:</b>          |   | <b>Email Address:</b>        |
|   | <b>Contact Name:</b>           |   | <b>Contact Name:</b>         |
|   | <b>Contact Email:</b>          |   | <b>Contact Email:</b>        |
| <b>Vendor Customer (VC) #:</b>  | <b>Vendor Customer (VC) #:</b> |   |                              |

**FOR INFORMATION CALL:** Sheena Pettway 502-892-3346

**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**

1 Commodity Group Default

| Line | CL Description | Due Date | Quantity | Unit Issue | Unit Cost | Line Total Or Contract Amt |
|------|----------------|----------|----------|------------|-----------|----------------------------|
|------|----------------|----------|----------|------------|-----------|----------------------------|

|   |  |  |      |  |  |  |
|---|--|--|------|--|--|--|
| 1 | Kentucky State Parks-<br>Sponsorship Opportunity |  | 0.00 |  |  |  |
|---|--|--|------|--|--|--|

| Comm Code | Comm Description | Manufacturer | Model # | Manuf Part # |
|-----------|------------------|--------------|---------|--------------|
|-----------|------------------|--------------|---------|--------------|

|       |                        |  |  |  |
|-------|------------------------|--|--|--|
| 57800 | MISCELLANEOUS PRODUCTS |  |  |  |
|-------|------------------------|--|--|--|

**Extended Description**

The Department of Parks is issuing this solicitation for the purpose of finding sponsors to provide items needed for the Concert On The Patio at Kentucky Dam Village State Resort Park.

See attachment for details.

|   |                            |   |                            |
|---|----------------------------|---|----------------------------|
| <b>B<br/>I<br/>L<br/>L<br/><br/>T<br/>O</b> | PARKS PURCHASING DIVISION  | <b>S<br/>H<br/>I<br/>P<br/><br/>T<br/>O</b> | PARKS PURCHASING DIVISION  |
|   | 2 Hudson Hollow Rd, Unit 1 |   | 2 Hudson Hollow Rd, Unit 1 |
|   | Frankfort KY 40601         |   | Frankfort KY 40601         |
|   | US                         |   | US                         |

**Evaluation Criteria**

*The following criteria will be used when determining the award of this solicitation*

| <b>Code</b> | <b>Criteria Description</b> | <b>Points</b> | <b>Vendor Response</b><br><i>(DO NOT LIST PRICES IN THIS SECTION. UNIT PRICES AND TOTAL PRICES MUST BE FILLED IN ADJACENT TO THEIR LINE ITEMS.)</i> |
|-------------|-----------------------------|---------------|---|
|-------------|-----------------------------|---------------|---|

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**Sponsorship Opportunity**  
**Concert On The Patio**  
**Kentucky Dam Village State Resort State Park**  
**Kentucky Department of Parks**

**Section I**  
**General Information**

**A. Purpose of this Document**

This sponsorship opportunity is being issued by the Tourism, Arts and Heritage Cabinet on behalf of the Kentucky Department of Parks, and is issued in accordance with KRS 45A.097. The purpose of this document is to solicit responses from one or more individuals or companies to assist Kentucky Dam Village State Resort Park with their Concert On The Patio to be held at the following time and dates.

6:00 p.m. through 9:00 p.m.

May 12, 2018

May 26, 2018 (Memorial Day Weekend)

June 2, 2018

June 9, 2018

June 16, 2018

June 23, 2018

June 30, 2018 (Marina sponsored fireworks)

July 14, 2018

August 4, 2018 (Fancy Farm)

August 11, 2018

August 18, 2018

August 25, 2018

September 1, 2018 (Labor Weekend)

|            |                                |   |                        |
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September 8, 2018

September 22, 2018

The park is located in Gilbertsville, Kentucky.

### **B. Submission Dates**

Responses shall be delivered by 11:00 a.m. (EDT), April 24, 2018 to:

**Kentucky Department of Concert On The Patio – Kentucky Dam Village State Resort Park**

c/o Sheena Pettway  
Kentucky Department of Parks  
2 Hudson Hollow Rd., Unit 1  
Frankfort, Kentucky 40601

### **C. Inquiries**

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

Sheena Pettway  
Kentucky Department of Parks  
2 Hudson Hollow Rd., Unit 1  
Frankfort, Kentucky 40601  
(502) 892-3346  
[SheenaL.Pettway@Ky.Gov](mailto:SheenaL.Pettway@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 Department of Parks or the Commonwealth of Kentucky.

### **D. Verification/Clarification of Information**

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

### **E. Cost of Preparing Response**

Costs for developing the response are solely the responsibility of the Sponsor. The Kentucky Department of Parks shall provide no reimbursements for such costs.

### **F. Cancellation**

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The Kentucky Department of Parks 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 Department of Parks under the Award shall become its property. Any equipment, goods or services remaining may 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 or goods to the Kentucky Department of Parks.

### **G. Endorsement**

A sponsorship shall not constitute an endorsement of a particular business by the Commonwealth as the sole vendor of choice.

Pursuant to KRS 45A.105 the Kentucky Department of Parks 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**

### **Scope**

**The Kentucky Dam Village Concert On The Patio will be held at Kentucky Dam Village State Resort Park. The Department of Parks is looking for sponsorship of \$500 per concert/ per performance for a total up to \$8,000 total sponsorship for the series.**

What the sponsor will receive for the investment:

- Placement of banners each weekend of the sponsorship
- The right to banner the stage/performance area during the events
- Mention on all advertising purchased by the Park for the events
- Promotional mentions during the live events
- Reserved exclusive reception area on the terrace for up to 30 people per performance with a 10% discount on food (not alcohol) ordered during the concert event
- The right to place promotional materials including but not limited to pamphlets, business cards, etc., on tables during the events.

## **Section III**

### **Statement of Sponsorship**

#### **General Nature of Proposed Sponsorship**

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The Kentucky Department of Parks is an agency of the Commonwealth of Kentucky. As such, we 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**

Sponsors will provide the needed products to promote the Concert On The Patio. The sponsors will play a minimum from 6pm to 9pm with a minimum of three 15 minutes sets per hour break per hour of 15 minutes which can be in block or split to two blocks of 7 minutes each. Music listing to be preapproved by park management. The sponsor then has exclusive usage of the Terrace area to hold a reception for their exclusive invitees. Food and alcohol items must be purchased from Harbor Lights Restaurant at up to a 10% discount off list.

**B. The Kentucky Department of Parks’ Responsibilities during the Award Term**

Signage in the Kentucky Department of Parks’ display at the event recognizing the sponsor. Advertising and commercial consideration available, include, but are not limited to signage, sponsor logo on clothing, and etc. KY State Parks reserves the right to restrict sponsor logos used on clothing or items that violate the Executive Branch Dress Code.

**C. Modifications to Award**

Any modifications to the Award shall be in writing and processed through the Tourism, Arts and Heritage Cabinet representative as identified herein.

**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 Finance and Administration Cabinet of the Commonwealth of Kentucky.

Pending final determination of any dispute hereunder, the Sponsor shall proceed diligently with the performance of the Award and in accordance with the Finance and Administration Cabinet. 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**

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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. 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 handicap. 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, 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 there under, and Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended and the Kentucky Civil Rights Act.

**G. Certificate of Authority**

The Sponsor or Sponsors 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



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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. 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.

**H. Access to Records**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

**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 and concise 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 and a brief history
- Notarized Affidavit for Bidders, Offerors and Contractors (Attachment A)
- Sponsorship Response

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**Section VII**  
**Technical Response Evaluation**

The Kentucky Department of Parks shall evaluate all technical responses in accordance with KRS 45A.695. In accordance with KRS 45A.097 all responses will be accepted with the score of 80 or above. Each response shall be evaluated as follows:

Responsiveness to Solicitation    20 points

Conciseness/clarity

Title page/table of contents

Transmittal letter

Sponsor information

Sponsor and Background                    20 points

Date established

Brief historical information

Nature of business – Compatibility with Mission of Kentucky State Parks

Sponsorship Response            60 points

Items or monetary being offered for the Concert On The Patio.

Total Points                    100 points

Kentucky State Parks reserves the right to utilize the full amount of any monetary sponsorship for other expenses incurred during the special events.

Three (3) copies of the technical response are requested to be delivered in a clearly marked, sealed envelope to: Sheena Pettway, Kentucky Department of Parks, 2 Hudson Hollow Rd., Unit 1, Frankfort, Kentucky 40601. The technical Response shall be evaluated and scored by Kentucky Department of Parks evaluation committee. Total maximum score on the technical Response is 100 points.

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Solicitation/Contract #: \_\_\_\_\_

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 1 OF 2**

**FOR BIDS AND CONTRACTS IN GENERAL:**

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
  - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), 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 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. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, 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.
  - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
  - d. The bidder or offeror swears and affirms 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.

**FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):**

- II. Each contractor further swears and affirms under penalty of perjury, that:
  - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
  - b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

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**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 2 OF 2**

- c. In accordance with [KRS 121.330\(3\) and \(4\)](#), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

\_\_\_\_\_  
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: \_\_\_\_\_