

**KENTUCKY STATE UNIVERSITY
REQUEST FOR PROPOSAL (RFP)
FOR
COURSE REDESIGN KSU 118
Introduction to University Learning
RFP 24-03**

Issue Date: February 13, 2024

Closing Date and Time: March 7, 2024 3:00 PM EST

**Issued by:
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Kentucky State University
Academic Services Building (ASB), Suite 429
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Frankfort, KY 40601
502-**

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SECTION 10 PURPOSE, OVERVIEW & SCHEDULE

10.1 Purpose

Kentucky State University has been charged with redesign of a first-year course: KSU 118 Introduction to University Learning. This course is to include primary and key

each proposed change in addition to the specific proposed alternate wording. General references to the V conditions or attempts at complete substitutions are not acceptable. Deviations shall not be in conflict with the basic nature of this solicitation. Kentucky State University reserves the right to reject any and/or all deviations in whole or in part. Vendors must submit deviations pursuant to the schedule in Section 10.7 of this RFP.

Questions and deviations shall be submitted to the Kentucky State University Buyer via email at Frances.Pinkston@kysu.edu

Vendors should submit questions on Attachment B - Vendors Question Form.

No questions or deviations shall be accepted after the date(s) listed in Section 10.7 unless the question(s) or deviation(s) is considered material to the procurement. The Kentucky State University Buyer shall respond to salient questions in writing by issuing an addendum to the solicitation. Any addendum will either incorporate acceptable deviations into solicitation, indicate the deviation is negotiable with the successful Vendor or indicate the deviation is unacceptable. Any proposal that includes a deviation deemed unacceptable pursuant to the addendum will result in disqualification of the V proposal. The addendum shall be posted to the Kentucky State University Web site at <https://www.kysu.edu/finance-and-administration/purchasing/bid-opportunities.php>

10.6 Notification of Award

The procurement process will provide for the evaluation of proposals and selection of the successful proposal in accordance with State law and regulations. Kentucky State University follows KRS Chapter 45A of the Kentucky Model Procurement Code which provides the regulatory framework for procurement of services.

All applicable statutes, regulations, policies and requirements shall become a part of an award as well as any Information Technology requirements.

To view the award of contract(s) and the contractor(s) receiving the award(s) for this solicitation, access the Kentucky State University <https://kysu.edu/administration-governance/finance-business/purchasing/>.

It is the V

that not only ease the transition into Kentucky State University life but also lay a solid foundation for academic success, personal development, and career readiness.

The Scope of Work Section 40.2. outlines the parameters and objectives for the development of innovative and impactful First- and Second-Year Experience courses at Kentucky State University. The goal is to create a dynamic and inclusive learning environment that fosters student engagement, builds a sense of community, and equips students with the skills and knowledge necessary for a successful academic journey and beyond.

This RFP is seeking proposals for a seven-part process: **(1)** identify a First-Year Experience (FYE) and identify a First

30.2 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.

30.3 Contract Provisions

If any provision of this contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the University 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.

30.4 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-

modification is mutually agreed to in writing by the contractor and the University, and incorporated as a written amendment to the contract prior to the effective date of such

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

30.17 Confidential/F912 sitrac912 t Terct

defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the University 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 University under this agreement. The contractor agrees to pay any final judgment entered against the University on such issue in any suit or proceeding defended by the contractor. If principles of governmental or public law are involved, the University 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:

- A. The combination of such product or part with any other product or part not furnished to the University by the contractor;
- B. The modification of such product or part unless such modification was made by the contractor;
- C. The use of such product or part in a manner for which it was not designed.

30.21 Permits and Licenses

The Vendor shall, at its own expense, procure all necessary permits, licenses and registrations and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this contract is performed.

30.22 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

<https://finance.ky.gov/office-of-the-secretary/office-of-equal-employment-opportunity-contract-compliance/Pages/default.aspx>

30.23 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.

30.24 Bankruptcy

In the event the contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the University'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

Vendor hereby warrants that the products or services to be provided under this contract comply with the accessibility requirements of Section 504 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.

30.27 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that Kentucky State University, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

30.28 Prohibitions of Certain Conflicts of Interest

In accordance with KRS 45A.340, the contractor represents and warrants, and the University relies upon such representation and warranty, 0 0 1 75.024 53(c)10f Iresentifson (to)-5r4

disclose

mission, program learning objectives, and industry standards, as well as ensuring CIP code alignment and consistency.

Capacity: Assess the extent Kentucky State University has the necessary faculty capacity who have demonstrated active and authentic learning environment

template is attached); **(4)** develop four-, eight- and fifteen-week student focused syllabi for the second-year experience course sequence (Faculty Senate Syllabi template is attached); **(5)** (a) leverage instructional designers to develop dynamic first-year experience learning modules with assessments and (b) build these first-year experience course shells with dynamic learning modules into our learning management system; **(6)** (a) leverage instructional designers to develop dynamic second

4.

process, assignments, and a
with subject matter experts to
Seminar courses.

Timeline:

Each Occurrence \$1,000,000
Personal Injury Liability
Each Person \$1,000,000
Property Damage Liability \$1,000,000

Employers Liability \$500,000

Kentucky State University must be named as an additional insured in the policy for Comprehensive General Liability. In the event of failure by the contractor to maintain, in force, insurance coverage acceptable to Kentucky State University, the University will have the right to terminate the Contract immediately upon written notice to the Vendor. Copies of Insurance Certificates are to be furnished to the KSU Purchasing Department. Modification of this requirement must be requested in writing with supporting statements, prior to the time of the proposal submission.

The certificate of insurance shall name Kentucky State University and the Board of Regents as additional insured in the Description of Operations section of the Certificate of Insurance:

Kentucky State University
Kentucky State University Board of Regents
400 East Main Street
Frankfort, KY 40601



50.1 Disposition of Proposals

All proposals become the property of Kentucky State University. The successful proposal shall be incorporated into the resulting contract by reference.

50.2 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 Buyer.

50.3 Submission of RFP Response

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

Affidavit

The Vendor should complete and sign the Affidavit included as Attachment A of this solicitation. An

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TECHNICAL PROPOSAL
Name of Vendor
March 7, 2024 2:00 pm

The outside cover of the package containing the cost proposal shall be marked:

- a. Include resumes and credentials of all key personnel to be involved, demonstrating their proficiency and expertise in the relevant areas;
- b. The Offeror must employ staff assigned to perform the engagement with one or more of

Reciprocal Preference for Kentucky Resident Bidders and Preferences for a Qualified Bidder

The scoring of cost is subject to reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (See KRS 45A.490(1), (2), 45A.492, 45A.494 and KAR 200 5:410)

Determining the residency of a bidder for purposes of applying a reciprocal preference

Any individual, partnership, association, corporation, or other business entity claiming bidder status shall submit the attached Required Affidavit for Bidders, Offerors and Contractors Claiming Resident Bidder Status as part of its response. K claiming