

**KENTUCKY STATE UNIVERSITY  
REQUEST FOR PROPOSAL (RFP)  
RFP NO. 23-03**



**Issue Date: (May 18, 2023)**

**Closing Date and Time: (June 22, 2023), 3:00p.m.**

***(See Section 10.7 of this RFP for the Estimated Schedule of RFP Activities)***

**Issued by:**

**Dr. Charles Holloway, Purchasing Director**

**Kentucky State University**

**Academic Services Building (ASB), Suite 243**

**400 East Main Street**

**Frankfort, KY 40601**

**502-597-6434**

**[Charles.Holloway@kysu.edu](mailto:Charles.Holloway@kysu.edu)**







### Anticipated Schedule of Activities

Release of RFP	May 18, 2023
Vendors' Written Questions due by 12:00 PM EST (SUBMIT QUESTIONS ON ATTACHMENT B - VENDORS' QUESTIONNAIRE FORM;	May 26, 2023
Kentucky State University's Response to Vendor's Written Questions	May 31, 2023

**30.2 Final Agreement**  
The

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 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 University Buyer for consideration and decision.

**30.10 Changes in Contract Scope**

The University 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 University.

**30.11 Contract Conformance**

If the University Buyer determines that deliverables due under the contract 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 University shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the contractor.

**30.12 Assignment y (e/TT3 1 Tf0.004 Tc -0.004 Tw T10 30.)Tj0.006 Tc 0.006 Tw 1.4 0 Td(12)Γϑ ϑ1MC**





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 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.

### **30.20 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.

### **30.21 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.

<http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx>.

### **30.22 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.

### **30.23 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 all defaults under this contract; (b) promptly compensates the University for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

### **30.24 Conformance with Commonwealth & Federal Laws/Regulations**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the University on the contract, including but not limited to, actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.



is awarded in whole or in part, the University 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 University recognizes the vendor's possible interest in preserving selected data which may be part of a proposal, the University 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 [see Section 60.6 (A)] the inclusion of proprietary information and shall noticeably label as proprietary each sheet containing such information. Proprietary information shall be submitted under 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.

### **30.30 Contract Claims**

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

### **30.31 Limitation of Liability**

The liability of the University related to contractual damages is set forth in KRS 45A.245.

## **SECTION 40 – SCOPE OF WORK**

### **40.1 Term of Contract and Renewal Options**

The initial term of the contract shall begin on the date of execution and conclude one (1) year thereafter. The contract shall include a maximum of three (3) optional one (1) year renewals.

### **40.2 Scope of Work**

Kentucky State University (KSU) is seeking proposals from curriculum development and (re)design providers to investigate, assess, and develop an action framework to lead the curriculum evaluation and redesign process outlined in the KSU Management Improvement Plan (Element 4). The objective charges KSU to evaluate the curriculum for all programs (excluding teacher preparation programs). Only companies with prior experience in curriculum design should respond to this RFP. Kentucky State University is looking for an experienced curriculum design team to assist the University in providing a clear and efficient path to degree completion enhancing the students' curricular and active learning experience. The desired provider would evaluate each program's purpose, content, sequence, learners, instructional process, pedagogy, and resources, evaluation, and make necessary adjustments.

Needs analysis: Provide a comprehensive review of current programs curriculums (including tracks and concentrations) productivity and alignment with the institutional mission, program learning objectives, and industry standards, as well as ensuring CIP code alignment and consistency.



***Company Personnel – 10 points***

Institutional Partnership:

- What process does your company follow to determine which services to provide for Kentucky State University?
- How does your company help the University plan for curriculum implementation supporting active and student-centered learning strategies?

**References – 5 points**

Provide a list of at least three (3) contracts of a size and scope similar to the work described herein that offeror has performed during the last three years. Include a brief description of the project, the contract period, the name of contact person(s) directly involved in the project along with an e mail address and phone and fax numbers.

**Timeline – 5 points**

Provide a performance timeline based on the information presented in the Scope of Work that includes all segments of your proposed work.

**Cost Proposal – 25 points**

The of

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.

Any Addenda or instructions issued by the Buyer prior to the proposal deadline shall become a part of this RFP. Such addenda shall be acknowledged in the Proposal. No instructions or changes shall be binding unless documented by a properly issued addendum. It is the vendor's responsibility to check the web site for any modifications to this solicitation.

Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. Late bid proposals are ineligible for consideration.

### **50.4 Format and Submission of Proposals**

Proposals shall be submitted in two (2) parts: The Technical Proposal and the Cost Proposal.

1. Technical Proposal: The bidder shall submit one (1) original paper copy of the technical proposal, clearly marked as the original. The bidder should submit four (4) thumb/flash drives which each have one (1) exact copy of the original as a .pdf included. The copies requested are necessary in the evaluation of the bid proposal. Bid proposals shall not include embedded documents or hyperlinks to external content. **DO NOT SUBMIT ANY PRICING INFORMATION IN THE TECHNICAL PROPOSAL.**
2. Cost Proposal: The bidder shall submit one (1) original paper copy of the cost proposal, clearly marked as the original. Pricing shall only be provided in the Cost Proposal.

Proposals shall be submitted to the contact listed on the cover page of the RFP. Proposals shall be submitted by the RFP Closing Date and Time (both are identified on the cover page of this RFP).

**ANY PROPOSAL RECEIVED AFTER THE CLOSING DATE AND TIME  
SHALL BE REJECTED.**

The outside cover of the package containing the original and copies of the technical proposal shall be marked:

COST PROPOSAL  
Name of Offeror  
Closing Date and Time





