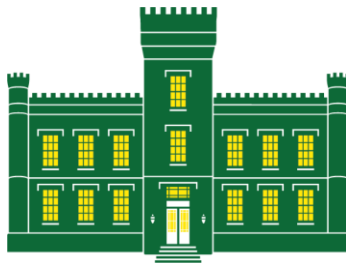


**KENTUCKY STATE UNIVERSITY  
REQUEST FOR PROPOSAL (RFP)  
FOR  
AUDIO/VISUAL IMPROVEMENTS  
RFP 25-05**



**KENTUCKY STATE  
UNIVERSITY**

**Issue Date: February 4, 2025**

**Closing Date and Time: March 4, 2025 3:00p.m.**

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

**Issued by:  
Frances Pinkston  
Kentucky State University  
Academic Services Building (ASB), Suite 4XX  
400 East Main Street  
Frankfort, KY 40601  
502-597-6434**

## TABLE OF CONTENTS

Section 10 – Purpose, Overview & Schedule.....	3
Section 20 – Background and Current Business Need .....	5
Section 30 – Procurement Requirements.....	6
Section 40 – Scope of Work.....	11
Section 50 – Proposal Submission.....	13
Section 60 – Proposal Evaluation.....	17
Section 70 – Negotiations .....	17
Section 80 – Attachments .....	18

## SECTION 10 – PURPOSE, OVERVIEW & SCHEDULE

### 10.1 Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals for competitive negotiations pursuant to 200 KAR 5:307. Kentucky State University is seeking one (1) qualified Vendor to provide audio/visual equipment and installation and maintenance services to Kentucky State University.

A contract, based on this RFP, may or may not be awarded. Any contract awarded from this RFP is invalid until approved and executed by Kentucky State University and approved by the Kentucky State Board of Regents, if applicable.

### 10.2 Access to Solicitation, RFP and Addenda

The University invites 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 by the Kentucky State University Buyer shall be used by vendors in preparing the response. The solicitation, addenda, and attachments shall be posted to the Kentucky State University Web site at: <https://kysu.edu/administration-governance/finance-business/purchasing/>.

### 10.3 RFP Terminology

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

- Proposer, Offeror, Contractor, Provider, or Vendor
- Buyer, Purchaser, or Contract Officer
- RFP, Solicitation, or Procurement
- Bid, Proposal, or Offer
- Kentucky State University, KSU, UNIVERSITY

For the purpose of this RFP, the following terms are defined:

- “Fiscal Year” shall be defined as the twelve (12) calendar months beginning July 1 of each year and ending on June 30 of the following year.
- Academic Year is defined as the nine (9) calendar months beginning mid-August of each year and ending mid-May of the following year.
- Requirements that include the words “Shall”, “Will”, “Must” indicate a mandatory requirement.

### 10.4 Restrictions on Communications

The Kentucky State University Buyer named on the Cover Sheet of this RFP 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 the Buyer.

The University shall reserve the right to disqualify the vendors’ proposal response if the communication restriction clause is violated.

### 10.5 Written Questions Regarding this RFP

Vendors are encouraged to submit written questions pursuant to Section 10.7 of this RFP. Should a vendor object to any of Kentucky State University’s standard terms and

conditions or provisions of the solicitation, that vendor must specifically identify the deviation and must propose specific alternative language that could be acceptable to the University. Vendors must include a brief statement of the purpose and impact, if any, for each proposed change in addition to the specific proposed alternate wording. General references to the vendor's terms and 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.

Written questions and deviations shall be submitted to the Kentucky State University Buyer via email at [frances.pinkston@kysu.edu](mailto: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 vendor's proposal. The addendum shall be posted to the Kentucky State University Web site at <https://kysu.edu/administration-governance/finance-business/purchasing/>.

#### **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's Web site at <https://kysu.edu/administration-governance/finance-business/purchasing/>.

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.

#### **10.7 Estimated 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 University reserves the right at its sole discretion to change the Schedule of Activities, including the associated dates and times.

## Anticipated Schedule of Activities

Release of RFP	February 4, 2025
Vendors' Written Questions due by 12:00 PM EST <ul style="list-style-type: none"> <li>• (SUBMIT QUESTIONS ON ATTACHMENT B - VENDORS' QUESTION FORM;</li> </ul>	February 19, 2025
Kentucky State University's Response to Vendor's Written Questions	February 24, 2024
Proposals due by 3:00 PM EST.	March 4, 2025

## SECTION 20 – BACKGROUND AND PRESENT SYSTEM SUMMARY

### 20.1 Background and Current Business Need

Kentucky State University is a public, comprehensive, historically black land-grant University serving approximately 2,300 full-time and part-time students from around the world. The University is located at 400 East Main Street Frankfort, Kentucky. The University's 914-acre campus includes a 311-acre agricultural research farm and a 306-acre environmental education center.

Dr. Koffi C. Akakpo currently services as acting president of Kentucky State University. The University's vision is Foster Innovation and Inspire Leaders to Advance the Commonwealth and the World.

Kentucky State University requests to improve/upgrade Audio/Visual (A/V) services in areas that provide student programming (in-person or remote) particularly in larger spaces. These areas have been identified in William Exum Center (entire arena side), David H. Bradford Hall (Carl H. Smith Auditorium, little theater and lobby), Carl M. Hill Student Center Ballroom, and Julian M. Carroll Academic Services Building Auditorium. Currently, audio/visual services in these areas do not allow Kentucky State University to provide optimal programming for students.

## SECTION 30 – PROCUREMENT REQUIREMENTS

### 30.1 Contract Components and Order of Precedence

The University's acceptance of the vendor's offer in response to the solicitation, indicated by the issuance of a contract award by Kentucky State University, shall create a valid contract between the Parties consisting of the following:

1. Procurement Statutes, Regulations and Policies;
2. Any written Agreement between the Parties;
3. Any Addenda to the Solicitation;
4. The Solicitation and all attachments;
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to the Solicitation;
7. 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.

### **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-ended rate schedule, nor any non-fixed price arrangement.

### **30.5 Governing Law**

This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Kentucky, and any claim relating to this solicitation or resulting contract brought by the Vendor shall only be brought in the Franklin Circuit Court in accordance with KRS 45A.245.

### **30.6 Attorney's Fees**

In the event that either party deems it necessary to take legal action to enforce any provision of a contract resulting from this solicitation, the University and Vendor agree to pay their own respective expenses of such action, including attorney's fees and costs at all stages as set by the court or hearing officer.

### **30.7 Contract Usage**

As a result of this RFP, the contractual agreement with the selected vendor will in no way obligate Kentucky State University to purchase any services or equipment under this contract. The University agrees, in entering into any contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the University.

### **30.8 Addition or Deletion of Items or Services**

The University reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the vendor. Until such time as the vendor receives a contract modification, the vendor shall not accept delivery orders referencing products or services not in scope of the contract.

### **30.9 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 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**

The contract shall not be assigned in whole or in part without the prior written consent of the University Buyer. No portion of work shall be subcontracted without the prior written consent of the University.

### **30.13 Payment**

The University 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.

### **30.14 Contractor Cooperation in Related Efforts**

The University 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 University employees. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by University employees.

### **30.15 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.

### **30.16 Kentucky State University Property**

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 Confidentiality of Contract Terms**

The Vendor and the University 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 State 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 Statutes. The contractor shall have an appropriate agreement with its subcontractors extending these confidentiality requirements to all subcontractors' employees.

### **30.18 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 client data, the business of the University, 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 University in writing 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, and any subcontractor employees, to that effect, provided however, that the foregoing will not apply to:

- A. Information which the University has released in writing from being maintained in confidence;
- B. Information which at the time of disclosure is in the public domain by having been printed and published and available to the public in 15 libraries or other public places where such data is usually collected; or
- C. Information, which, after disclosure, becomes part of the public domain as defined above, through no act of the contractor.

### **30.20 Patent or Copyright Infringement**

The Vendor shall report to the University 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 University agrees to notify the contractor promptly, in writing, of any 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 University's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's option and expense, obtain the right for the University to continue the use of such equipment, materials, and information. The University 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 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.

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

### **30.25 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.

### **30.26 Accessibility**

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, 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 contractor agrees that it shall not knowingly allow any official or employee of the University 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.

### **30.29 No Contingent Fees**

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure this contract, except 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 University shall have the right to reject the proposal or cancel the resulting contract without liability.

### **30.30 Vendor Response and Proprietary Information**

The RFP specifies the format, required information, and general content of proposals submitted in response to the RFP. Kentucky State University will not disclose any portions of the proposals prior to Contract Award to anyone outside the University. After a contract 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.

### **30.31 Contract Claims**

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

### **30.32 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 be the effective date of the award of contract and ending after 12 months. The contract shall include a maximum of three (3) optional one (1) year renewals.

### **40.2 Scope of Work**

All improved areas require a 1-year upon request renewable maintenance and service agreement past the manufacturer's warranty (this should not be an autorenewal). Also, the design and implementation of each area must ensure the systems have a long lifespan and will not be discontinued or outdated soon after the manufacturer's warranty expires.

#### **William Exum Center**

This facility will need a high-quality audio system for student programming, athletic events, physical fitness and other large events that may be held in the gymnasium. The goal is to have the ability to produce professional audio in all locations and/or have it separated into zones. To properly manage the audio in the facility, the solution needs to ensure that there are appropriate inputs/outputs on the floor and wall per the placement request of the University, the solution needs to be user friendly with the ability to manage the system from the floor and/or the upper level of the facility. The solution should include a "manual" override if remote controls do not function. See equipment requirements in section 40.5.

## **Carl M. Hill Student Center**

This facility will need a high-quality audio and video system for student programming as well as other large events that may be held in the ballroom. The goal is to have the ability to produce professional audio/video in all locations and/or have it separated into individual zones. To properly manage the audio and video in the facility, the solution needs to ensure that there are appropriate audio/visual inputs/outputs on the walls, the solution needs to be user friendly with the ability to manage the system from all 3 locations independently or combined. The solution should include a “manual” override if remote controls do not function. See equipment requirements in section 40.5.

The overall solution must allow for full viewing of visuals regardless of room setup and include the ability for in-person and/or virtual interaction. Additionally, the overall solution must provide for handheld or handsfree audio.

## **David H. Bradford Hall**

This facility will need high-quality audio, video and live streaming systems for student programming and other events that may be held in the Carl H. Smith Auditorium, little theater and the lobby area.

**Lobby.** This area would need digital sign/monitors and ceiling speakers. Ceiling speakers impute, and volume controls are to be located in the control rooms in Big and Little auditoriums. See equipment requirements in section 40.5.

**Carl H. Smith Auditorium.** This area will need the following: An updated audio mixer, video projector and a wireless / hardwired microphone system with a Dante application. An Audio/Video I/O panel connection to Little Bradford Theater and outside external production equipment, two (2) backstage confidence video monitors. Additional needs include a (backstage to control room) intercom system and a new stage lighting system. The Dante Cable connection for connecting the audio mixer in Carl H. Smith Auditorium to The Little Theatre in Bradford Hall. A video mixer to insert multiple video sources to the projector. Projector screen controls are to be located in the control room and backstage. A video monitor in the audio booth for audio operator’s ability to visually follow with program. Additionally, video connections will be needed from the front, middle, and back of the auditorium for projector control. A ¾ wrap-a-round Cyclorama Curtain for the stage, to display video from the projector as an alternative, when the projection screen position is a factor. Finally, this area needs the ability to project the same content (audio/video) to the Little Theatre in case of a need for an overflow space. The overall solution must allow for full viewing of visuals regardless of position in the auditorium and include the ability for in-person and/or virtual interaction. See equipment requirements in section 40.5.

**Little Theater.** – This area will need: audio/video I/O panel connections to the Carl H. Smith Auditorium and outside external production equipment. Other needs include a wireless / hardwired microphone system, new stage lighting system two (2) backstage confidence video monitor. The Dante Cable connection for connecting the audio mixers

in Carl H. Smith Auditorium and Little Theatre in Bradford Hall and a back of house video monitor. An Additional video connection will be needed from the front, middle, and back of the auditorium to the projector for video input to the projector. A  $\frac{3}{4}$  wrap-a-round Cyclorama Curtain for the stage, to display video from the projector as an alternative, when the projection screen position is a factor A video monitor in the audio booth for audio operator's ability to visually follow with program. Projector input connections made available in the control room and backstage. The overall solution must allow for full viewing of visuals regardless of position in the auditorium and include the ability for in-person and/or virtual interaction. Finally, this area needs the ability to receive the same content (audio/video) to from the Carl H. Smith Auditorium in case of a need for an overflow space. See equipment requirements in section 40.5.

### **Julian M. Carroll Academic Services Building**

This area will need the following: An updated audio mixer and a wireless / hardwired microphone system. Additionally, I/O connections will be needed from the front, middle, and back of the auditorium. The overall solution must allow for full viewing of visuals regardless of position in the auditorium and include the ability for in-person and/or virtual interaction. See equipment requirements in section 40.5.

#### **40.3 Implementation Plan**

The university requires a smooth and nondisruptive implementation. The vendor selected must have a project timeline and detail of staff available to ensure a smooth transition of each component listed in section 20.1. Further, estimated length of time for transition as well as expectations regarding the contractual agreement by University staff should be outlined. Training on systems and processes must include initial training and ongoing support options.

#### **40.4 Reporting**

In addition to the project implementation plan, the university requires bi-weekly reports on the project timeline, resources, change management procedures, status and on the audio and video flow as specified in section 40.5.

#### **40.5 Equipment Request**

All bidders are asked to provide their recommendations and cost for the following equipment per location:

##### **William Exum Center**

- Microphones (handhelds, lavaliers, and ear-to-face microphones)
- Speakers
- Audio Mixer (stationary and mobile)
- Supporting accessories (cabling, wireless controls, etc.)
- Hardwire Internet ports for Streaming
- Rack accessories and furniture
- Multi-box (audio connectivity)
- Floor and wall I/O panels
- Audio flowchart

### Carl M. Hill Student Center Ballroom

- Projectors and Screens for each zone
- Microphones (handhelds, lavaliers, and ear-to-face microphones)
- Audio/Video Routing System (stationary and mobile)
- Supporting accessories (cabling, wireless controls, etc.)
- Hardwire Internet ports for Streaming
- Monitors and Monitor Carts
- Multi-box (audio connectivity)
- Wall I/O panels
- Audio and Video flowchart

### David H. Bradford Hall

#### Lobby

- Three (3) wall mounted Monitors (flat or frame)
- Wall I/O panels
- Ceiling speaker input and volume controls
- Ceiling Speakers (upper and lower level)
- Audio and Video flowchart

#### Carl H. Smith Auditorium

- Projector (rear projection) and Screen
- Microphones (handhelds, lavaliers, and ear-to-face microphones)
- Audio/Video Routing System (stationary and mobile)
- New Audio Mixer with the Dante Application
- Supporting accessories (cabling, wireless controls, etc.)
- Hardwire Internet ports for Streaming
- At least two (2) Video Monitors and Monitor Cart (Open to adding more monitors to the audience area for full viewing)
- Multi-box (audio connectivity)
- New PTZ Cameras - replacing the current PTZ Cameras
- Video mixer for the PTZ cameras
- Audio/Video streaming device
- Video record deck
- Intercom system between control room and back stage
- Wall I/O panels
- Spotlight
- Audio and Video flowchart
- New lighting system (stage)
- Cyclorama Curtain

#### Little Theater

- Projector
- Microphones (handhelds, lavaliers, and ear-to-face microphones)
- Supporting accessories (cabling, wireless controls, etc.)
- Hardwire Internet ports for Streaming

- Floor audio monitor
- Audio mixer
- Wall mounted speakers
- At least two (2) Video Monitors and Monitor Carts (Open to adding more monitors to the audience area for full viewing)
- Video mixer
- Multi-box (audio connectivity)
- Video record deck
- Wall I/O panels
- Audio and Video flowchart
- New lighting system (stage)
- Cyclorama Curtain

#### Julian M. Carroll Academic Services Building

- 110" Viewboard
- Microphones (handhelds, lavaliers, and ear-to-face microphones)
- Supporting accessories (cabling, wireless controls, etc.)
- Hardwire Internet ports for Streaming
- Small floor audio monitor
- Audio mixer
- Wall mounted speakers
- Open to adding more monitors to the audience area for full viewing
- Video mixer
- Multi-box (audio connectivity)
- Video record deck
- Wall I/O panels (front and back)
- Audio and Video flowchart
- New lighting system (stage)

## SECTION 50 – PROPOSAL SUBMISSION

### 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.

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:

Audio/Visual Equipment and Services  
RFP 25-05  
TECHNICAL PROPOSAL  
Name of Offeror  
March 4, 2025 (3:00 PM EST)

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

Audio/Visual Equipment and Services  
RFP 25-05  
COST PROPOSAL  
Name of Offeror  
March 4, 2025 (3:00 PM EST)

All proposals must be received no later than the closing date and time listed on the cover page of this RFP. All submitted Technical and Cost Proposals shall remain valid for a minimum of six (6) months after the proposal due date.



## 50.5 Technical Proposal Content

Response should be based on the RFP requirements and should include the following:

1. Page Numbering: The Technical proposal should include page numbers.
2. Transmittal Letter  
A transmittal letter shall be submitted on the Vendor's letterhead, and signed by an agent authorized to bind the offeror. The Transmittal letter shall include the following:
  - A statement that deviations are included, if applicable.
  - A statement that proprietary information is included, if applicable.
  - A statement that, if awarded a contract as a result of this Solicitation, the Vendor shall comply in full with all the requirements of the Kentucky Civil Rights Act, and shall submit all data required by KRS 45.560 to 45.640.
  - A sworn statement that, pursuant to KRS 11A.040, that Vendor has not knowingly violated any provisions of the Executive Branch Code of Ethics.
  - A statement certifying that the price in this proposal was arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Vendor or with any competitor.
  - A statement affirming that the Vendor is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing with the Office of Kentucky Secretary of State for the duration of any awarded contract resulting from this Solicitation.
  - The name, address, telephone number and email address of the person to service as the primary point of contact for communication related to this Solicitation on behalf of the Vendor.
  - The name, address, telephone number, and email address and website address, if available, of the contact person to service as a point of contact for day to day operations.
  - The address of the office location(s) that will service this account.
  - Subcontractor information to include the name of the company, address, telephone number and contact name, if applicable.
  - Foreign entity's organization number issued by the Secretary of State in a certificate of authority or a statement of foreign qualification, if applicable.
3. Vendor shall provide a certificate of Insurance for General Liability (GL) Coverage. Coverage shall reflect \$1,000,000 per occurrence and \$2,000,000 General Aggregate.
4. Vendor shall provide a Certificate of Insurance for Worker's Compensation. Coverage shall reflect statutory Kentucky limits and \$1,000,000 Employers Liability limits for any land based exposures/activities.
5. Institution Experience
  - The vendor should provide a summary of experience providing A/V equipment and services. Experience should align with operating services outlined in Section 40.2 Scope of Work. Vendor should include any relevant experience managing similar account relationships with other universities.

- The vendor should provide biographical information on the personnel who will be directly involved in the management of the project, and what, if any, experience these employees have in working with public universities. For each person, show the number of years of experience in this field and the number of years with your firm. Describe the proposed role of each with regard to the project.
6. Implementation Plan
    - The vendor should provide a detail implementation plan to improve the university's procurement of the A/V equipment and services in the identified spaces. The vendor should include the estimated length of time to implement and the amount of effort required by university staff.
    - The vendor should detail plans for educating and training university employees in the use of their systems(s) as well as the vendor's continued support of the system.
  7. Reporting
    - The vendor should provide a detailed project implementation plan including the project timeline, resources, change management procedures, status and the audio and video flow as specified in section 40.5.
  8. The vendor should describe and provide details regarding any student internship(s) or student scholarship opportunities that will be provided to Kentucky State University students as a result of an awarded contract from this RFP.
  9. References

Vendor should provide three (3) professional references with names, address, e-mail address, telephone number for whom the vendor has provided similar services. If KSU is unable to reach a reference within a reasonable time frame the vendor's score for this section shall be negatively impacted.
  10. Value Added Services

The vendor should outline any other innovative practices, business strategies and value-added services, within the scope of this RFP that will be offered. This is an opportunity for the vendor to provide strategies and suggestions to distinguish it from other competing vendors.

## **50.5 Cost Proposal Content**

The vendor shall submit cost using the Cost Proposal Form (See Attachment C). Cost proposals shall not be accepted unless it is submitted using the Cost Proposal Form.

The cost proposal form should clearly delineate all costs including all components. The cost form must also be line itemized.

Vendors should provide its costs for the proposed solution as instructed on the Cost Proposal Form. (See Attachment C). The University shall not allow and shall not reimburse the Vendor for any additional charges such as travel, lodging, administrative support, etc. for services delivered in response to a task order generated by a customer agency.

Kentucky State University is exempt from paying sales or use taxes, except on those items and/or purchase transactions that are specifically exempted by law.

Costs for developing the proposals are solely the responsibility of the offerors. 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.

**SECTION 60 – PROPOSAL EVALUATION**

**60.1 Technical Proposal Evaluation**

Criteria	Maximum Points Possible
Transmittal Letter	Mandatory
Vendor Certificate of Insurance for General Liability (GL)	Mandatory
Vendor Certificate of Insurance for Worker’s Compensation	Mandatory
Institutional Experience	300
Equipment Proposal	600
Maintenance and Warranty Services	200
Implementation Plan	300
Reporting	200
References	100
Value Added Services	100
<b>Maximum Points Possible</b>	<b>1,800</b>

**60.2 Cost Proposal Evaluation**

Criteria	Maximum Points Possible
Cost for William Exum Center Locations	400
Cost for Carl M. Hill Student Center Ballroom	400
Cost for John H. Bradford Hall Locations	400
Cost for Julian M. Carroll ASB Auditorium	400
<b>Maximum Points Possible</b>	<b>1,600</b>

*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 (KAR 200 5:410)*

### 60.3 Total Proposal Evaluation

Criteria	Maximum Points Possible
Technical Proposal	1,800
Cost Proposal	1,600
<b>MAXIMUM POINTS POSSIBLE</b>	<b>3,400</b>

## SECTION 70 – NEGOTIATIONS

Kentucky State University reserves the right pursuant KRS 45A.085 and 200 KAR 5:307 to negotiate a contract with the top ranked vendor. In the event the University cannot reach agreement with the top-ranked vendor, it may proceed to negotiate with the next highest ranked vendor, and so on.

Vendors selected to participate in negotiations may be given an opportunity to submit a best and final offer to the University. All information received prior to the deadline for the best and final offer will be considered part of the Vendor's best and final offer.

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

## SECTION 80 – ATTACHMENTS

- Attachment A – Vendor Affidavit
- Attachment B – Vendor Question Form
- Attachment C – Cost Form