



POUDRE SCHOOL DISTRICT R-1

STATEMENT OF QUALIFICATIONS

DISTRICT-WIDE CELLULAR and DIGITAL TRUNKED RADIO DISTRIBUTED ANTENNA SYSTEM SOLUTION CONSULTANT

SOQ #19-680-007

SOQ SCHEDULE

Issue date	June 19, 2019
Questions due	June 26, 2019 2 p.m. MST
Closing date	July 8, 2019 2 p.m. MST
Interviews	After July 9, 2019

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**DISTRICT-WIDE CELLULAR and DIGITAL TRUNKED RADIO
DISTRIBUTED ANTENNA SYSTEM SOLUTION CONSULTANT
SOQ #19-680-007**

Poudre School District (the District) is accepting formal statements of qualifications from professional consultants to develop comprehensive Request for Proposal (RFP) content for a District-wide Cellular and Digital Trunked Radio (DTR) Distributed Antenna System (DAS) solution.

A copy of the Statement of Qualifications (SOQ) and any associated addenda may be obtained from the Rocky Mountain E-Purchasing (BidNet) website: <http://www.RockyMountainBidSystem.com>.

Questions regarding this SOQ must be in writing and may only be directed to the District through the BidNet platform any time after the issuance of this SOQ through and including 2:00 p.m. MST on June 26, 2019. Questions received after the deadline date/time and/or not submitted electronically through the BidNet platform may not be addressed. Each question submitted, as well as the District's response thereto, shall be provided in a Questions and Answers document/addendum through BidNet.

Note: Every question must be submitted individually. Multiple questions per entry will not be answered.

At no time during the solicitation process will communication regarding this SOQ be permitted with any district employee other than the Procurement Agent named below until an award has been announced. Communication with a district employee other than the Procurement Agent named below may disqualify your submittal from consideration.

The District will only accept and consider electronically submitted responses. Responses must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MST on July 8, 2019. At that time, the submission portal will close, and no further submissions will be allowed, nor considered.

District staff shall review the submittals received in response to this SOQ during the consideration period commencing on July 9, 2019. During the consideration period the District may ask questions of and/or request additional information from consultants who have submitted responses.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the District of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the District. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the District is prohibited.

Collusive or sham submittals: Any submittal deemed to be collusive or a sham submittal will be rejected and reported to authorities as such. Your authorized signature on the Certification Form assures that such submittal is genuine and is not a collusive or sham submittal.

The District reserves the right to reject any and all submittals and to waive any irregularities or informalities. A determination not to complete the proposed procurement based upon responses to this SOQ is solely within the discretion of the District.

Sincerely,
Karen Wailly
Senior Procurement Agent

1.0 GENERAL TERMS AND CONDITIONS

- 1.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 1.2 These General Terms and Conditions apply to all offers made to the District by all prospective consultants on behalf of District solicitations including, but not limited to, Invitations for Bid (IFB), Requests for Quote (RFQ), Statements of Qualifications (SOQ) and Requests for Proposals (RFP).
- 1.3 Submission of a response is deemed as acceptance of all terms, conditions and specifications contained in the Solicitation package provided to the prospective consultant (the "Consultant"). Any proposed modification must be accepted in writing by the District prior to award of the submittal.
- 1.4 Consultant must provide all requested information. Failure to do so may result in rejection of the submittal at the option of the District.
- 1.5 The District is exempt from City, County, State and Federal Sales/Excise Taxes. Tax Exempt Certificates will be issued upon request. The District's Tax-Exempt Number is: 98-03335.
- 1.6 Submittals must meet or exceed specifications contained in this SOQ.
- 1.7 The Consultant, its employees, representatives and subcontractors agree to abide by all applicable Federal, State and Local codes, laws, rules and regulations. The awarded Consultant shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 1.8 By affixing its signature to the Certification Form in this SOQ, the Consultant certifies that its submittal is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a submittal to the District. The prospective Consultant also certifies that its submittal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 1.9 Notwithstanding any other term or provision of this SOQ, the District's obligations hereunder are expressly subject to its budgeting and appropriation of sufficient funds for each fiscal year (July 1 - June 30). In no event, shall the District's obligations constitute a multiple-fiscal year direct or indirect debt or other financial obligation under Article X, Section 20(4)(b) of the Colorado Constitution.
- 1.10 In the event the District has reasonable grounds to believe that any individual assigned to perform work under the District-issued purchase order or negotiated agreement executed as a result of this Solicitation (the Agreement) has a criminal record, is a registered sex offender, is under the influence of alcohol or other substance, has exhibited violence or based upon other information the District deems reliable; the District may exclude such individual from any school building or grounds or impose reasonable conditions upon such individual's presence upon any school premises. In the judgment of the District, if any Services cannot be performed as a result of such action, the Agreement may be terminated.

- 1.11 The awarded Consultant shall provide any and all Services under the Agreement, as an independent Consultant of the District, and the persons performing Services shall not be considered employees of the District. Consultant shall be exclusively responsible for: (a) all compensation, employment tax withholdings and payments, and all fringe benefits for its employees in full compliance with all applicable federal, state and local laws; (b) all insurance coverage's and benefits for its employees in full compliance with all applicable federal, state and local laws, including but not limited to pension or retirement benefits, workers' compensation, unemployment compensation, and Social Security benefits; and (c) all payments to its suppliers and subcontractors for Services directly or indirectly related to this Solicitation and under the Agreement.
- 1.12 Consultant certifies, represents, warrants and agrees that it will not knowingly employ or contract with an illegal alien to provide the Services under the Agreement, and will not enter into an agreement or contract with a subcontractor that fails to certify to Consultant that the subcontractor will not knowingly employ or contract with an illegal alien to provide the Services under the Agreement. Consultant also certifies, represents, warrants and agrees that it will confirm the employment eligibility of all its employees who are newly hired for employment to provide the Services under the Agreement through Consultant's participation in either: (a) the E-Verify Program created under federal law and jointly administered by the Department of Homeland Security and the Social Security Administration; or (b) the Colorado Department of Labor and Employment Program ("Department Program") established pursuant to C.R.S. § 8-17.5-102(5)(c).
- 1.13 Consultant shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while Services under the Agreement are being performed. If Consultant obtains actual knowledge that a subcontractor providing Services under the Agreement knowingly employs or contracts with an illegal alien, Consultant shall notify the subcontractor and the District within three (3) days that Consultant has such actual knowledge and terminate the subcontract within three (3) days of providing the notice if the subcontractor has not stopped employing or contracting with the illegal alien. Consultant shall comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken pursuant to the authority of C.R.S. § 8-17.5-102(5). If Consultant participates in the Department Program, it shall: (a) notify the District and the Department of Labor and Employment of such participation as required by law; and (b) within twenty (20) days after hiring an employee to provide Services under the Agreement, provide to the District a written notarized copy of an affirmation that it has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employee.
- 1.14 Awarded Consultant shall indemnify and hold harmless the District and the District's Board members, employees, volunteers, representatives, and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to the Consultant's operations, provision of Services and/or conduct of any of its employees,

volunteers, agents or representatives. In the event any goods sold or delivered as a result of this SOQ are covered by any patent, copyright or trademark, or application therefor, Consultant shall indemnify and hold harmless the District and the District's Board members, employees, volunteers, representatives, and agents from any and all claims, damages, loss, liability and court awards incurred as a result of any claims, legal actions or judgments based on the actual or alleged manufacture, sales or use of such goods in violation, infringement or the like or rights under such patent, copyright or trademark, or applications therefor. The indemnification and hold harmless obligation shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, volunteers, representatives and/or agents in defense of said suits, actions, grievances, charges and/or proceedings. Nothing in this Solicitation or the Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

- 1.15 Consultant agrees to provide the Services covered in this SOQ in strict accordance with the District's specifications and at the price noted.
- 1.16 Unless otherwise agreed in writing by the District, the District's acceptance of any offer is made in reliance on Consultant's promised service performance time. If Consultant fails to deliver as and when promised, the District may, without liability and in addition to its other rights and remedies at law or in equity, cancel the order by notice effective when received by Consultant as to Services not yet rendered, and purchase substitute service elsewhere and charge Consultant with any loss incurred.
- 1.17 The Consultant shall not assign the Agreement, as a result of this Solicitation, or any of its rights, interests or obligations without the prior written consent of the District. The consent may be withheld for any reason or no reason as determined by the District in its sole discretion.
- 1.18 The awarded Consultant will agree to not refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical handicap.
- 1.19 The transactions covered herein, and the terms of the Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Venue for any and all legal action shall be solely in the District Court in and for Larimer County, State of Colorado.
- 1.20 Submittals shall contain a signature of an authorized representative in the space provided on the Certification Form. Failure to properly sign the Certification Form may result in the submittal being considered non-responsive.
- 1.21 All information and supplemental documentation required in conjunction with Consultant's submittal shall be furnished by the Consultant with its submittal. If the Consultant fails to supply any required information or documents, its submittal may be considered non-responsive and ineligible for award.

- 1.22 The accuracy of the submittal is the sole responsibility of the Consultant. No changes in the submittal shall be allowed after the submission deadline, except when the Consultant can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 1.23 The apparent silence or omissions within this SOQ regarding a detailed description of Services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only workmanship of first quality are to be used.
- 1.24 Payment for the Services furnished by the awarded Consultant shall not constitute acceptance thereof. The District shall have the right to inspect the products of such Services, and to reject any or all of which are in the District's judgment defective or nonconforming. Nothing contained herein shall relieve, in any way, Consultant from the obligation of testing, inspection, and quality control.
- 1.25 The District may terminate the Agreement at any time in its sole discretion for any reason, with or without cause, upon written notice served on the awarded Consultant no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the Consultant shall be paid up to the date of termination for the Services performed under and in accordance with the Agreement.
- 1.26 Information and materials submitted in response to this SOQ may be considered public records subject to disclosure under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 to -205.5. Information and materials that Consultant believes are confidential and not subject to disclosure under CORA must be submitted separately with a citation to the section of CORA and any other relevant law under which Consultant believes they are confidential. The District, not the Consultant, shall determine whether information and materials so identified will be withheld as confidential, but will inform the Consultant in advance of disclosure to give it an opportunity to take legal action to protect its interests vis-à-vis the party making the CORA request.
- 1.27 Appeal of Award. Consultant may appeal the award by submitting, in writing, a request for re-consideration to the District's Procurement Services department within seventy-two (72) hours after the receipt of the notice of award.

2.0 PROJECT SCOPE AND SPECIFICATIONS

- 2.1 The District requests the assistance from qualified Consultants to work with its business and technology services staff to develop comprehensive RFP content for a District-wide Cellular and DTR DAS solution. The Consultant will be expected to scope the project and fine tune the RFP content to address the following areas for maximum benefit to the District.
 - 2.1.1 Scope of work: A description of the work to be done
 - 2.1.2 System design: A description of the system type(s), transport methodology (donor antennas, network connectivity, call routing, etc.)

- 2.1.3 Coverage: An explanation of the predicted coverage and compliance with National Fire Protection Association (NFPA)
 - 2.1.4 Survey methodology: How each location in the enterprise will be surveyed and measured
 - 2.1.5 Capacity: The number of users that can effectively use the system simultaneously
 - 2.1.6 Infrastructure requirements: A description of the cabling and system infrastructure to be installed, as well as the infrastructure required to be in place and provided by the District
 - 2.1.7 Convergence: Advisement of options the District could/should leverage for multiple uses of common infrastructure/cabling (ex. DAS fiber also used for building intercom systems, HVAC controls, etc.)
 - 2.1.8 Test plan: A description of the signal coverage test plan to meet NFPA requirements00
 - 2.1.9 Certification process: A description of the certification process required for connection to donor systems
 - 2.1.10 Expansion: A description of the scalability of the product
 - 2.1.11 Support Model: A description of the support model required once the system is installed and “turned over” to the District
 - 2.1.12 Project approach: How the work will be performed
 - 2.1.13 Schedule: A description of an anticipated project timeline
 - 2.1.14 Other: Anything else critical to the District in making an informed decision on a DAS solution
- 2.2 Consultant shall make a positive representation that it has **no** conflict of interest with the District’s Cellular and DTR DAS RFP project. Within your response, disclose any information that may resemble the existence of a conflict of interest.
- 2.2.1 A conflict of interest is defined as a situation in which a Consultant responding to this SOQ has, or appears to have, a financial relationship with a future RFP respondent, or has a family relationship with a future RFP respondent.
 - 2.2.2 A financial relationship includes involvement of a Consultant and a future RFP respondent being in a current partnership, joint venture, company, or corporation, and any other relationship that could make it appear that the Consultant would obtain a monetary benefit if a favorable evaluation was given.

- 2.3 Awarded Consultant and/or its company will not be permitted to propose a solution for the District's Cellular and DTR DAS RFP issued as a result of this SOQ.
- 2.4 Briefly provide your company's background which may include historical sales records.
- 2.5 State the names of the persons who will be authorized to make representations for your company, their titles, addresses and telephone numbers.
- 2.6 Provide business references (organization names, contact names, addresses and phone numbers) for which your company has completed similar Services as those requested in this SOQ.
- 2.7 Provide an example of your company's previous work that was similar to the Services requested in this SOQ.
- 2.8 Provide a price quote for the Services.

3.0 EVALUATIONS AND AWARD OF CONTRACT

- 3.1 Award shall be made to the responsive and responsible Consultant meeting the specifications and deemed to be in the best interest of the District. Final evaluation may be based on, but not limited to price, previous experience with similar projects, years in business and references.
 - 3.1.1 Those submittals that are clearly non-responsive to the stated requirements may be eliminated prior to the evaluation.
- 3.2 A submission in response to this SOQ is an offer to contract with the District based upon the terms, conditions, scope of work and specifications contained in this SOQ.
- 3.3 All changes in submittal documents shall be through written addenda.
 - 3.3.1 Amendments or clarifications to the submitted submittals not requested by the District will not be accepted, nor considered in awarding of the Agreement.

4.0 REFERENCES

References are required – List three business references for which your company has completed similar Services as those requested in this SOQ.

4.1 Company Name _____
Address _____
Contact Person _____
Telephone # _____
Describe type of work/service performed or items supplied _____

4.2 Company Name _____
Address _____
Contact Person _____
Telephone # _____
Describe type of work/service performed or items supplied _____

4.3 Company Name _____
Address _____
Contact Person _____
Telephone # _____
Describe type of work/service performed or items supplied _____

5.0 INSURANCE

Consultant shall procure and maintain the required insurance specified below for the duration of this Agreement, which insurance shall be written for not less than the amounts specified or greater if required by law. Specified coverages and amounts may be provided by a combination of a primary policy plus an umbrella or following form excess policy. If not otherwise required by law, lower amounts may be acceptable upon review and written approval by the District's Director of Records and Risk Management. All insurance shall be with a carrier licensed in the state of Colorado and shall have a minimum A.M. Best rating of A- VII. Consultant shall furnish the District's Director of Records and Risk Management with certificates of the required insurance prior to the District's approval and signing of this Agreement, and with renewal certificates prior to the expiration of any required insurance that expires during the term of this Agreement. Any insurance and/or self-insurance carried by the District is excess of the coverage extended to the District by the Consultant. Consultant shall provide at least thirty (30) days' advance written notice to the District prior to cancellation or change of coverage. The insurance requirements specified in this section shall not reduce the indemnification liability that Consultant has assumed in section 5.1 below.

Professional Liability

- a. Each Occurrence or Wrongful Act Limit \$1,000,000
- b. Annual Aggregate Limit \$1,000,000
- c. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

Workers' Compensation and Employers' Liability*

- a. State of Colorado Statutory
 - b. Employer's Liability \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee
 - c. Waiver of subrogation in favor of Poudre School District R-1; copy of policy endorsement must be attached to the Certificate of Insurance
- * This requirement shall not apply if Consultant is exempt under the Colorado Workers' Compensation Act **AND** if Consultant has a current Workers' Compensation Coverage Rejection on file with the Colorado Department of Labor and Employment, Division of Worker's Compensation.

5.1 Indemnification

Consultant shall indemnify and hold harmless the District and the District's Board members, employees, representatives and agents from and against any and all liability arising from any suit, action, grievance, charge or proceeding brought in connection with or related to Consultant's operations, provision of Services and/or conduct of any of its employees, volunteers, agents or representatives. The indemnification and hold harmless obligation hereunder shall include all attorney fees, costs and expenses incurred by the District and/or the District's Board members, employees, representatives and/or agents in defense of said

suits, actions, grievances, charges and/or proceedings. Nothing in this section or otherwise in this Agreement shall be construed in any way or applied in any manner as a compromise or waiver of the District's rights and protections under the Colorado Constitution or the Colorado Governmental Immunity Act.

6.0 CERTIFICATION FORM

**DISTRICT-WIDE CELLULAR and DTR DAS
SOLUTION CONSULTANT
SOQ #19-680-007**

Responses must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on July 8, 2019.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this submittal and that all information provided in the submittal is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this SOQ, and fully understands and accepts these terms unless specific variations have been expressly listed in the submittal.
- The company will adhere to all terms and conditions and provide, at a minimum, all Services as expressed in the SOQ and/or the company’s submittal responding to the SOQ.
- The company meets or exceeds all of the required criteria as specified by this SOQ, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company’s submittal is being offered independently of any other Consultant and in full compliance with the terms specified in this SOQ.
- The company will accept any awards made to it, as a result of this SOQ for a minimum of ninety (90) calendar days following the date and time of the SOQ closing.

Company Name _____

Signature of Agent _____

Printed Name _____

Title _____

e-Mail Address _____

Mailing Address _____

Phone Number _____

Contact Person _____

(If different from Agent – include e-mail address and phone number)

NOTE: Responses submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.