



POUDRE SCHOOL DISTRICT R-

INVITATION FOR BID

600 MHz WIRELESS MICROPHONE REPLACEMENT

IFB #20-715-001

BID SCHEDULE

IFB Posted to Bidnet

October 4, 2019

Supplier Questions Due

October 11, 2019 @ 2 p.m. MST

IFB Closing Date

October 21, 2019 @ 2 p.m. MST

TABLE OF CONTENTS

PURPOSE OF IFB

- 1.0 BACKGROUND**
- 2.0 GENERAL TERMS AND CONDITIONS**
- 3.0 PROJECT SCOPE AND SPECIFICATIONS**
- 4.0 EVALUATIONS AND AWARD OF CONTRACT**
- 5.0 BID FORM**
- 6.0 BID CERTIFICATION FORM**

**INVITATION FOR BID
600 MHz WIRELESS MICROPHONE REPLACEMENT
IFB #20-715-001**

Poudre School District (the District) is requesting bids from professional and qualified Suppliers for the replacement of approximately one hundred (100) 614.00MHZ - 698.00MHZ frequency band wireless microphones utilized throughout the District as specified in this Invitation for Bid (IFB).

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

Questions regarding this IFB must be in writing and directed to the District through the BidNet platform any time after the issuance of this IFB through and including 2:00 p.m. MST on **October 11, 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 an 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 IFB 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 the bid from consideration.

The District will only accept and consider electronically submitted bids. Bids must be submitted and received in BidNet's electronic solicitation portal on or before 2:00 p.m. MST on **October 21, 2019**.

District staff shall review the bids received in response to this IFB during the bid consideration period commencing on October 22, 2019. During the bid consideration period, the District may ask questions of and/or request additional information from suppliers who have submitted bids.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of the School Board, shall have a financial interest in the sale to the school 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 bids: Any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature on the bid assures that such bid is genuine and is not a collusive or sham bid.

The District reserves the right to reject any and all bids and to waive any irregularities or informalities.

Sincerely,
Karen Wailly
Senior Procurement Agent

**INVITATION FOR BID
600 MHz WIRELESS MICROPHONE REPLACEMENT
IFB #20-715-001**

1.0 BACKGROUND

The District is a high-performing District, covering more than 1,800 square miles in northern Colorado with diverse school settings. The District's instructional program is centered around District Ends, under the Policy Governance model, developed to support a comprehensive curriculum.

While more than 70% of the District's families choose to send their children to their neighborhood school, the District does support school choice and offers a wide spectrum of educational programs to fit any child's needs. Program options include International Baccalaureate, Core Knowledge, Bilingual/Dual Language Immersion, Hybrid/Online, Expeditionary Learning, Science, Technology, Engineering and Math (STEM) along with extra-curriculars and athletics. The District has two LEED certified school buildings and over 30 Energy Star awards and supports operational sustainability in all areas of work.

Our Schools:

- 31 elementary schools
- 10 middle schools
- 4 comprehensive high schools
- 6 option (100% choice) schools
- 3 alternative high schools
- 4 charter schools
- 1 online school

The District is fully accredited by the Colorado Department of Education Accreditation and Accountability Unit and is subject to periodic monitoring to ensure continued compliance with accreditation standards.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 This is a solicitation for an offer and is not an offer to contract for goods or services.
- 2.2 These General Terms and Conditions apply to all offers made to the District by all prospective suppliers (Supplier) on behalf of District solicitations including, but not limited to, Invitations for Bid (IFB), Documented Quote Requests (DQR), Requests for Qualifications (RFQu) and Requests for Proposals (RFP).
- 2.3 Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the solicitation package provided to the Supplier. Any proposed modification must be accepted in writing by the District prior to award of the bid.
- 2.4 Supplier must provide all requested information. Failure to do so may result in rejection of the bid at the option of the District.
- 2.5 Where a product description is a manufacturer's name followed by "or approved equal," Supplier may offer a proposed equivalent product by other manufacturers for review. The use of an alternative product that is of equal quality and meets the requirements of the District will be permitted subject to the approval of the District in accordance with the following. The burden of proof as to the comparative quality and suitability of alternative products shall be on the Supplier. The Supplier shall furnish, at his/her own expense, data substantiating his/her request for a substitution and all other information necessary as required by the District. The District shall be the sole judge as to the comparative quality and suitability of alternative products and its decision shall be final.
- 2.6 The successful Supplier must guarantee that it will provide only authentic OEM equipment. Third-party parts or components will not be accepted. The District will not accept shipments of any equipment that is shipped with invalid warranties, invalid software licenses, no support entitlement and/or incorrect product configurations that are found to be sourced from outside authorized channels.
- 2.7 Supplier must submit a current catalog number/identifier if bidding other than the specified equipment listed. Failure to submit complete specification may be cause for rejection of bid items.
- 2.8 Supplier proposing equipment it considers to be "equivalent" or "equal to" the specified equipment must attach supporting documentation such as manufacturer technical specifications, data sheets, white paper or other documentation that supports equivalence to the specified equipment.
- 2.9 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.
- 2.10 There is no expressed or implied obligation for the District to reimburse Suppliers for any expenses incurred in preparing bids in response to this solicitation.
- 2.11 Bids must meet or exceed specifications contained in this IFB.

- 2.12 All chemicals, equipment and materials proposed and/or used by Supplier in satisfaction of the terms of this Solicitation shall conform to the standards required by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA). Material safety data sheets (MSDS) shall accompany each shipment, when applicable.
- 2.13 The Supplier (and its employees, representatives and subcontractors) agrees to abide by all applicable Federal, State and Local codes, laws, rules and regulations. The awarded supplier shall also furnish all supplies, which conform to all applicable safety codes and regulations.
- 2.14 By affixing its signature to the Bid Certification Form in this IFB, the Supplier certifies that its bid is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a bid for the same items or with the District. The Supplier also certifies that his bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- 2.15 Notwithstanding any other term or provision of this IFB, 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.
- 2.16 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 (Agreement) as a result of this solicitation 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 the Agreement cannot be performed as a result of such action, the Agreement may be terminated.
- 2.17 The awarded supplier shall provide any and all services under the Agreement, as an independent Supplier of the District, and the persons performing the services shall not be considered employees of the District. Supplier 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 goods and/or services directly or indirectly related to this solicitation and under the Agreement.
- 2.18 Supplier 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 Supplier that the subcontractor will not knowingly employ or contract with an illegal alien to provide the services under the Agreement. Supplier 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 Supplier'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).

- 2.19 Supplier 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 Supplier obtains actual knowledge that a subcontractor providing services under the Agreement knowingly employs or contracts with an illegal alien, Supplier shall notify the subcontractor and the District within three (3) days that Supplier 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. Supplier 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 Supplier 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.
- 2.20 Supplier agrees to provide the items covered in this solicitation in strict accordance with the District's specifications and at the price noted for each item.
- 2.21 Unless otherwise agreed in writing by the District, delivery of products shall be FOB destination with all transportation and handling charges paid by the awarded supplier. The District's acceptance of any offer is made in reliance on Supplier's promised delivery date and/or installation of service performance time, as material and basic to the acceptance. If Supplier 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 Supplier as to goods not yet delivered and services not yet rendered, and purchase substitute goods or service elsewhere and charge Supplier with any loss incurred.
- 2.21.1 Unit cost of each item shall include all shipping and handling charges.
- 2.22 The awarded supplier 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 Supplier'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 IFB are covered by any patent, copyright or trademark, or application therefor, Supplier 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.

- 2.23 The Supplier 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.
- 2.24 The awarded Supplier 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.
- 2.25 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.
- 2.26 Bids shall contain a signature of an authorized representative in the space provided on the Bid Certification Form. Failure to properly sign bid may result in bid being considered non-responsive.
- 2.27 Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions outlined in this Solicitation, the Special Conditions shall prevail.
- 2.28 The District shall issue written addenda if substantial changes, which impact the technical submission of bids, are required. A copy of such addenda will be distributed via the BidNet system. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.
- 2.29 All information and supplemental documentation required in conjunction with Supplier's bid shall be furnished by the Supplier with its bid. If the Supplier fails to supply any required information or documents, its bid may be considered non-responsive and ineligible for award.
- 2.30 The accuracy of the bid is the sole responsibility of the Supplier. No changes in the bid shall be allowed after the submission deadline, except when the Supplier can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
- 2.31 The apparent silence or omissions within this IFB regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.

- 2.32 Suppliers may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for the bid evaluation purposes.
- 2.33 Payments for the goods and/or services furnished by the awarded supplier shall not constitute acceptance thereof. The District shall have the right to inspect such goods and the products of such services, and to reject any or all of which are in the District's judgment defective or nonconforming. In addition to the District's other rights, goods rejected, and goods supplied in excess of quantities specified in this Solicitation or the Agreement, may be returned to the Supplier at the Supplier's expense. The District may charge Supplier all expenses of unpacking, examining, repacking and reshipping such goods. In the event the District receives goods whose defects or nonconformity is not apparent upon examination, the District may require replacement and/or payment of damages upon discovery of the defects or nonconformity. Nothing contained herein shall relieve, in any way, Supplier from the obligation of testing, inspection, and quality control.
- 2.34 The District may, at its sole and absolute discretion:
- 2.34.1 Reject any and all or parts of any or all bids submitted by prospective Suppliers;
 - 2.34.2 Re-advertise this solicitation;
 - 2.34.3 Postpone or cancel the bid process for this solicitation;
 - 2.34.4 Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this bid or in bids received in conjunction with this bid; and/or
 - 2.34.5 Determine the criteria and process whereby bids are evaluated and awarded.
- 2.35 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 supplier no less than thirty (30) days prior to the date of termination. In the event of such early termination by the District, the awarded supplier shall be paid up to the date of termination for services performed under and in accordance with the Agreement.
- 2.36 Information and materials submitted in response to this IFB 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 Supplier 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 Supplier believes they are confidential. The District, not Supplier, shall determine whether information and materials so identified will be withheld as confidential, but will inform Supplier 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.
- 2.37 Supplier may appeal the award by submitting, in writing, a request for re-consideration to the District's Procurement Manager within seventy-two (72) hours after the receipt of the notice of award.

- 2.38 In the event the awarded Supplier defaults on its Agreement or the Agreement is terminated for cause due to performance, the District reserves the right to re-procure the Services from the next lowest Supplier or from other sources during the remaining term of the terminated/defaulted Agreement. Under this arrangement, the District may charge the awarded Supplier any differences between its price and the price to be paid to the next lowest Supplier, as well as, any costs associated with the re-solicitation effort which resulted from such default or termination.
- 2.39 This solicitation does not commit the District to award an Agreement or to pay any costs incurred in the preparation of a quote or to procure an Agreement for the services. The District reserves the right to accept or reject any or all quotes received as a result of this request or to cancel in part or in its entirety this solicitation if it is deemed to be in the best interest of the District. The District reserves the right to accept any portion of the quote or the entire quote as deemed in the best interest of the District.
- 2.40 For the purposes of solicitation evaluation, Supplier must indicate any variances to the specifications and terms and conditions, no matter how slight. If variations are not stated in the Supplier's response, it shall be construed that the quote fully complies with the specifications and terms and conditions. Notwithstanding the above, it is hereby agreed and understood that the District reserves the right to reject these variations if they individually, or as a whole, do not meet the standards established in the specifications.

3.0 PROJECT SCOPE AND SPECIFICATIONS

- 3.1 The District intends to replace approximately one hundred (100) 614.00MHz - 698.00MHz frequency band wireless microphones that are currently utilized throughout the District. This frequency band will no longer be available to unlicensed users. The District wants to maintain Federal Communications Commission (FCC) compliance by replacing these microphones with units that operate on multiple frequencies (e.g. 100.000–572.000 MHz, 902-928 MHz, 1920-1930 MHz or at 2.4 GHz).
- 3.2 The District will purchase the replacement wireless microphone systems beginning October 2019 through May 2020. Pricing shall remain firm for this period.
- 3.3 Definitions
- 3.3.1 Hand-held – a receiver and a microphone/wireless transmitter
- 3.3.2 Lavalier – a receiver and a belt worn wireless transmitter into which a lapel mic, clip mic, body mic, collar mic, neck mic or personal mic can be inserted
- a. Theater Lavalier: a smaller lavalier style microphone that can be affixed to an actor with minimal visibility from the audience
- b. Head-worn: a microphone system that is worn on top of the head, around the neck, or over both ears and the microphone is suspended on a ridged arm in front of the speaker's mouth

- 3.4 Receivers - all units must conform to the following requirements:
 - 3.4.1 Ability to operate on multiple frequencies: 100.000 – 572.000 MHz, 902-928 MHz, 1920-1930 MHz or at 2.4GHz
 - 3.4.2 External power supply with standard plug
 - 3.4.3 3-pin XLR outputs: Pin 1: Ground, Pin 2: Audio, Pin 3: No Signal
 - 3.4.4 External antenna
 - 3.4.5 Display screen capable of displaying operating frequency
 - 3.4.6 Rack mount capability
 - 3.4.7 Ability to receive single or multiple transmitters depending upon model choice
 - 3.4.8 All additional components (antenna boosters, antenna combiners) shall conform to the correct MHz and model as the receivers
- 3.5 Transmitters - all units must conform to the following requirements:
 - 3.5.1 Internal power by conventional or rechargeable size battery (AA or 9 volt); Battery life greater than 8 hours
 - 3.5.2 Internal (hand-held) or external (lavalier) antenna
 - 3.5.3 Controls which enable on/off/mute
 - 3.5.4 Operating range under normal conditions: 300 ft.

4.0 EVALUATIONS AND AWARD OF CONTRACT

- 4.1 Award shall be made to the responsive and responsible Supplier(s) 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, adherence to specifications, and delivery time.
 - 4.1.1 Those bids that are clearly non-responsive to the stated requirements may be eliminated prior to this evaluation.
- 4.2 A submission of a bid in response to this IFB is an offer to contract with the District based upon the terms, conditions, scope of work and specifications contained in this IFB.
- 4.3 All changes in bid documents shall be through written addenda posted to BidNet.
 - 4.3.1 Amendments or clarifications to the submitted bids not requested by the District will not be accepted, nor considered in awarding of the Agreement.

5.0 BID FORM

**600 MHz WIRELESS MICROPHONE REPLACEMENT
IFB #20-715-001**

- 5.1 Provide **unit pricing** for the Shure wireless microphone system listed below (or an *approved equivalent* model from Audio Technica, AKG or Sennheiser).
 - 5.1.1 No manufacturer other than Shure, Audio Technica, AKG and Sennheiser will be considered.
 - 5.1.2 Unit price of each item shall include all shipping and handling charges.
- 5.2 Provide warranty information for the quoted wireless microphone systems.
- 5.3 Provide delivery times for the quoted wireless microphone systems after receipt of purchase order.

Shure system description	Shure item number	Unit Price					Manufacturer if <u>not</u> Shure
		Qty: 1-10	Qty: 11-20	Qty: 21-30	Qty: 31-40	Qty: 41-50	
Single wireless unit with hand-held microphone 2.4Gz	GLXD24R/SM58						
Single wireless unit with hand-held microphone MHz	SLX24/SM58						
Single wireless unit with theater lavalier microphone MHz	SLX14/93						
Single wireless unit with clip-on lavalier microphone 2.4GHz	GLX14R/WL185						
Single wireless unit with clip-on lavalier microphone MHz	SLX14/93						
Single wireless unit with head-worn microphone MHz	SLX w/ Beta54 head-worn microphone						
Double wireless unit with hand-held microphone MHz/GHz	BLX88/PG58 w/ UTR2 tray						
Personal Listening receiver	P3TR112GR						

Company Name _____

Signature of Agent _____

6.0 **BID CERTIFICATION FORM**

**600 MHz WIRELESS MICROPHONE REPLACEMENT
IFB #20-715-001**

Bids must be submitted and received in BidNet’s electronic solicitation portal on or before 2:00 p.m. MST on October 21, 2019.

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the company issuing this bid and that all information provided in the bid is true and accurate.
- He/she has read the conditions and technical specifications, which were made available to the company in conjunction with this IFB, and fully understands and accepts these terms unless specific variations have been expressly listed in the bid.
- The company will adhere to all terms and conditions and provide, at a minimum, all services as expressed in the IFB and/or the company’s bid responding to the IFB.
- The company meets or exceeds all of the required criteria as specified by this IFB, or if not, has submitted a Justification for Consideration addressing any failure to meet the criteria.
- The company’s bid is being offered independently of any other Supplier and in full compliance with the terms specified in this IFB.
- The company will accept any awards made to it, as a result of this IFB for a minimum of ninety (90) calendar days following the date and time of the IFB 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: Bids submitted without the signature of an authorized agent of the company may be considered non-responsive and ineligible for the award.