



MAC

RFP # HV-726-110121

REQUEST FOR QUALIFICATIONS

FOR

DIGITAL PORTABLE, HANDHELD TWO-WAY RADIOS



BID SUMMARY

Commodity/Service Being Requested: Digital Portable, Handheld Two-Way Radios

Type of Solicitation: Request for Qualifications (RFQu) - Huron Valley Schools, in partnership with the Michigan Association of Counties (MAC) bid program, is implementing a Digital Portable, Handheld Two-Way Radio procurement program statewide in Michigan. School districts and counties across the state have been requesting a digital portable, handheld two-way radio contract vehicle be put in place that makes the purchase of such a product affordable and easy to order.

Through this process, it is the goal of Huron Valley Schools to competitively prequalify and establish a list of contractors that will provide digital portable, handheld two-way radios for the next three to five years. The resulting contract(s) will enable public municipalities, non-profit organizations, and school districts to “piggyback” and purchase on an as-needed basis from the awarded pool of contractors. The list of entities that will be using this bid will continue to grow statewide. Please be sure in your proposal to list the areas of the state that you provide services. Huron Valley Schools as part of this process is requesting pricing to purchase digital portable, handheld two-way radios.

Type of Resulting Contract: Statewide Cooperative Contract - As a result of this RFQu, Huron Valley Schools will work with the Michigan Association of Counties to market and extend the resulting contract(s) to other government municipalities and school districts statewide. The vendor or vendors will be competitively selected as having been qualified as defined within the qualification section of this RFQu.

Resulting Contract Term: Three (3) years with two (2) one-year renewal options.

TIMETABLE	
Release of RFQu:	November 15, 2021
Question & Answer Due Date:	November 22, 2021
Questions and Answers Responses Posted:	November 29, 2021
Proposals Due by (10:00 AM/ EST) *:	December 13, 2021
Notice to Award:	January 2022
Master Agreement Award Date:	January 2022

*Responses received later than the specified deadline will be disqualified.

Contacts with Huron Valley Schools Personnel: All contact with Huron Valley Schools regarding this RFQu or any matter relating thereto must be sent to the following email: schubel@macservcorp.com



Contents

SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING4

1.1 Minimum Mandatory Requirements4

1.2 Product and Service Categories.....4

1.3 Product Specifications.....5

1.4 Service Specifications5

1.5 Service Capabilities.....6

1.6 Customer Service.....8

1.7 Purchase Orders9

1.8 Delivery and Acceptance.....9

1.9 Management and Staff.....11

1.10 Orders/Delivery Reporting/Customer Service.....11

1.11 Pricing Schedule11

1.12 Price Assurance12

SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE.....13

2.1 Company Profile.....16

2.2 References.....17

2.3 Assurances and Certifications.....19

2.4 Construction Bid Disclosure Statement - Familial Relationship.....20

SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS.....21

3.1 Huron Valley Schools Responsibility21

3.2 Truth and Accuracy of Representations21

3.3 Proposers Questions.....21

3.4 Preparation of the Proposal.....22

3.5 Bid Submission Deadline22

3.6 Adherence to Mandatory Requirements (Pass/Fail).....23

3.7 Evaluation Process23

3.8 Evaluation Criteria.....24

3.9 Optional Tools to Enhance Evaluation Process24

3.10 Huron Valley Schools Option to Reject Proposals24

3.11 Freedom of Information Act.....24

3.12 Contacts with Huron Valley Schools Personnel25

3.13 Final Agreement Award Determination25

APPENDIX A – Regional Delivery Map27

ATTACHMENT A – General Information.....28

Solicitation Terms and Conditions can be found at www.hvs.org/district/purchasinginfo/



SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING

1.1 Minimum Mandatory Requirements

All Bids will be reviewed for compliance with the mandatory requirements. Bids deemed non-responsive will be eliminated from further consideration.

1. Proposer must have three (3) years' experience, within the last five (5) years, providing digital portable two-way radios equivalent or similar to that being requested by Huron Valley Schools as described herein.
2. Provide pricing to Huron Valley Schools/MAC for Digital Portable Two-Way Radios. This product will be purchased over the three to five years by the school district.
3. Please include a detailed proposal describing your company's product. Please also list the types of services offered and normal timelines for scheduling delivery.

Proposer Response:

Please enter your responses in the "Proposer Response" text boxes provided. There is no requirement or limitation on the number of words for your responses.

SEE DETAILED RESPONSES

1.2 Product and Service Categories

Huron Valley Schools is seeking a provider that has the depth, breadth and quality of resources necessary to provide multiple models of Digital Portable, Handheld Two-Way Radios that contain various features and functions. In addition, Huron Valley Schools is requesting the bid include a catalog of infrastructure and equipment necessary to implement a district-wide communication solution including amplifiers, repeaters, antennas, mounting hardware, and other related equipment. Huron Valley Schools is also interested in the introduction of products that will offer Huron Valley Schools/MAC cooperative members a wide range of solutions.

As part of the proposal response, bidders are to include the following:

- Indicate areas of the State where you provide service (See Exhibit A).
- Provide Manufacturer Name, Model Name, and Model Number of each type of two-way radio being offered.
- Equipment description, specifications, and features of each two-way radio being proposed.
- For each product, provide manufacturer's list price, discounts available (percentage discounts, quick payment discounts, volume discounts, rebates, etc.), and maintenance agreement costs/fees. Provide a narrative on what maintenance costs/fees include.
- Any additional information regarding installation, delivery, and service.

SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING

1.1 Minimum Mandatory Requirements

1.1.1 Experience:

Great Lakes Communications Sales, Inc. (GLCSI), established in 1983 and headquartered in Port Clinton, OH, is the manufacturer's representative for JVCKenwood's Land Mobile Radio Division, E.F. Johnson Technologies Land Mobile Radio Division/Kenwood Viking, and for JVCKenwood Enterprise Systems Division (Kenwood) in the State of Michigan (MI), as well as Indiana, Kentucky, New York State, Ohio, Western Maryland, Western Pennsylvania, and West Virginia.

As the manufacturer's representative, GLCSI manages the distribution of Kenwood products through a network of 25 independently owned sales and service centers, or "dealerships", strategically located throughout MI in both the Lower and Upper Peninsulas. These dealerships have all been fully vetted and they meet or exceed Kenwood's sales and service standards.

Collectively, GLCSI and the MI dealerships have well over 38 years' experience providing quality Kenwood portable Two-Way radio equipment to school districts, colleges, universities, hospitals, and other markets. Also, many of our implementations of Digital Portable Two-Way Radio technology go back over 10 years. See Section 2.2 for specific customer references.

1.1.2 Pricing: See Section 1.11

1.1.3 Product Overview:

Kenwood was established in 1955 in Tokyo, Japan, and began mass producing audio, communications and measuring equipment. U.S. operations for those products began in 1963 and they entered the U.S. Land Mobile Two-Way Radio market in 1983 with products utilizing FM Analog radio technology that had existed since the early 1940's and still exists today.

Presently, Kenwood has a broad selection of digital portable radios products with different features, capabilities and price points that have the capability of legacy Analog radio technology, but also Digital radio technology that can co-exist in any radio.

There are 3 different types of digital radio protocols: P25, NXDN and DMR, and the majority of HVS/MAC requesting agencies are using or will use radios that operate in either NXDN or DMR:

Table 1: Digital Radio Protocols

Protocol	Standard	Channel Access	Manufacturer's Names	Typical Use Case
P25	TIA	FDMA/TDMA	Kenwood/Viking Harris Icom Motorola Tait	Public Safety/MPSCS
NXDN	NXDN Forum	FDMA	Kenwood - NEXEDGE Icom – IDAS	Education Business/Industrial Public Svc., SMR
DMR	ETSI	TDMA	Hytera – XPT Motorola – MotoTRBO	Education Business/Industrial Public Svc., SMR

While other manufacturers are limited to ONLY ONE of either the NXDN or DMR digital protocols, Kenwood is in the unique position of being able to offer a choice of digital portable radios that can operate in its native NXDN OR in conventional simplex/repeated DMR, as customer needs dictate. Certain Kenwood models can also have both NXDN AND conventional simplex/ repeated DMR protocols resident and active.

Dealers will provide recommendations, pricing and delivery estimates about the radio model(s) that are best suited to each end user's needs and requirements, coupled with the features and benefits of the models under consideration. Dealers will also program radios onto end-users operating frequencies, and along with that, assist with FCC required licensing. Additionally, they will provide service estimates and determine installation locations and hardware costs for any required radio infrastructure and/or any vehicular mounted equipment.

1.2 Product and Service Categories

A complete series of catalogs and spec sheets are included in this submittal in Section X and will address the needs of both Huron Valley Schools (HVS) proper and also HVS/MAC Cooperative members.

1.2a GLCSI has dealer sales and service representation in all 10 Regions listed in Appendix A, and a detailed dealer listing complete with service areas and authorized product categories is found in Section 1.7

1.2b The Model Names and Model Numbers of the Kenwood Digital Portable Radios recommended for purchase by HVS/MAC are:

*NX-1000 Series: NX-1200 VHF/1300 VHF (Analog Only, NXDN OR DMR)

*NX-3000 Series: NX-3200 VHF/3220 VHF, NX-3300 UHF/3320 UHF (NXDN/DMR selectable)

*NX-5000-S Series: NX-5200SK VHF/5300SK UHF (NXDN/DMR selectable)

*NX-5000 Series: NX-5200 VHF/5300 UHF (NXDN/DMR dual protocol active)

*NX-5000 Series: NX-5400 700/800MHz (P25 for MPSCS) Most likely for Security applications

*NX-X05G Series: NX-205G VHF/305G UHF (NXDN)

Also, some of our dealers are authorized to sell the Kenwood Viking Series Radio which offers software enhancements and other features vs. the Kenwood equivalent:

*VP5000 Series: VP5430 700/800MHz (P25 for MPSCS) Viking version of the NX-5400



- Provide Manufacturer Information on any Additional Vendor "Value-Added" services or Warranty services for each Manufacturer/line with your proposal. Please include services such as implementation, training, licensing, and other services that the district may need for a turn-key communications solution.
- Refer to Attachment A for general information pertaining to products, service, warranties, submission of electronic price lists, etc.

1.3 Product Specifications

1.3.1 Reservation of Rights

Huron Valley Schools will evaluate the merits of all bids submitted and reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all bids or portions of bids with or without cause. Huron Valley Schools further reserves the right to waive any irregularity or informality in the RFQu process or any bid, and the right to award to one or multiple vendors. Huron Valley Schools reserves the right to add or delete services from the bid, extend agreements, or change vendors, in order to best serve the eligible agencies. These changes will follow approved bidding laws. Huron Valley Schools may use the product or service cost, or the sum of groups of products and/or services, may group similar products, and/or total cost of ownership, to evaluate prices and award bids. Huron Valley Schools reserves the right to request additional information from any or all Proposers. Huron Valley Schools also reserves the right to select one or more vendors to award a contract to under this RFQu. In the event a bid is accepted by Huron Valley Schools and the vendor asserts exceptions, special considerations or conditions after acceptance, Huron Valley Schools, in its sole and absolute discretion, reserves the right to reject the bid and award other Proposer(s).

Please confirm your understanding by checking Yes or No.

Yes No

1.3.2 Competition Promoted

The name of a model, manufacturer or brand in Huron Valley Schools bid documents shall not be considered as exclusive of other brands unless "NO SUBSTITUTE" is stated in the item description. Proposers may offer a variety of brands and models, as it is the intent of Huron Valley Schools to provide a multitude of options to the eligible agencies. Huron Valley Schools expects all supplies, materials, equipment or products bid to meet or exceed the specifications set forth in this RFQu. Further, it is Huron Valley Schools intent that this RFQu permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, materials, equipment or products requested in this RFQu are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. Huron Valley Schools, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Proposer meet the specifications contained in this RFQu and possess equivalent and/or better qualities.

Please confirm your understanding by checking Yes or No.



Yes No

1.4 Service Specifications

All services furnished must be in conformity with the participating agency requirements and specifications and will be subject to acceptance by the individual customers at delivery. The right is reserved to reject the service at the risk and expense of the vendor.

Please confirm your understanding by checking Yes or No.

Yes No

1.4.1 Contractor Code of Conduct

The purpose of the Huron Valley Schools and its employees is to provide a safe, positive learning environment for the students of the District. In providing that environment it is mandatory that all employees, visitors, and contractors follow certain levels of conduct, dress, and demeanor. This Code of Conduct outlines the expectations of the Huron Valley Schools for persons both contemplating performing work and performing work for Huron Valley Schools in the capacity of a contractor or subcontractor. These rules will become part of the mandatory working conditions of the contract and failure to comply by any contractor, subcontractor, management, employee, or contracted consultant may result in the cancellation of the contract. In general, it is expected that everyone entering a Huron Valley Schools facility, whether a school, support facility, or the surrounding grounds, must dress, act, and talk in a manner that is conducive to the education process of children while assuring their overall safety and security. The following rules have been established to assure that this is done:

Every contractor employee that enters or leaves the building must sign in and out at either the school office or the building engineer's office as designated by the school administrator. This sign-in sheet must record the name, time in and out, the firm, and the signature of the individual.

All contractors shall be furnished by their company a badge or identification that is to be worn while in the building. Such identification shall clearly indicate the individual's name and the name of the firm they are working for.

Prior to the beginning of a job, the contractor shall furnish the building engineer with a list of individuals expected to be on the job, contact persons with phone numbers, and a schedule of the activities to take place.

The contractor shall provide the building engineer with a scope of work and check with him prior to drilling or penetrating any walls, floors, or ceilings.

Each person working in a school building or on school property shall comply with the following:



MAC

No drinking or possession of liquor or alcoholic beverages and or possession of any kind of illicit drugs or narcotics.

No use of District facilities or equipment including telephone, computers, internet access, fax, kitchen, maintenance or office equipment.

No smoking or use of any tobacco products anywhere within the building at any time nor outside the school on District property during normal school hours (This is a law and punishable as a civil infraction by local authorities).

A reasonable standard of dress must be followed. Within the educational facilities where students and parents are or can be present, this is to mean clothing or attire must be suitable for the work and must not bear images or writing depicting anything to be construed as obscene in nature or promoting or portraying alcoholic beverages or use, drugs, narcotics, tobacco or establishments that serve or promote the use of these substances.

There shall be no use of profanity or obscene language or gestures. Language, gestures, or other actions that depict sexual or ethnic harassment or intimidation will not be permitted.

The contractor is responsible for a clean and safe workplace. To that end the following will be adhered to:

All work areas, walkways, and stairs must be kept clear of debris and loosely scattered materials.

Material storage is to be in an area designated by the Building Engineer.

All work areas are to be cleaned by the contractor prior to leaving. Building staff will not be responsible for cleaning work areas.

All trash, debris, and material must be removed from the worksite each day and disposed of off-site. District dumpsters and trash containers are not to be used by contractors for disposal.

All contractor tools and equipment must be kept in good working order, with guards and safety devices in place and working. Defective tools must be taken out of service. District tools and equipment will not be loaned to contractors.

Contractors are to provide and use required protective safety equipment and comply with all local, state, and federal safety laws and regulations.



Contractors are responsible for the reporting of accidents both to the District and their management and to obtain any emergency treatment that may be required.

Upon leaving a jobsite all doors and windows must be locked, secured, or left as they were found prior to beginning the work.

Contractors are to provide their own site safety plan for areas that they are working in.

Contractors are reminded that there may be asbestos insulation in our buildings. They are not to disturb any insulation or enter any areas that contain asbestos containing building materials. If they have any questions, contact the building engineer for direction.

Contractor is not to disable or interfere with any fire or burglary system equipment or telephone lines servicing such equipment. If equipment needs to be removed, relocated, or temporarily disabled, the contractor needs to coordinate this with the building engineer.

The District will not tolerate acts of theft, vandalism, fighting, or abuse of the facilities or activities that threaten the security and safety of the school environment and its students, staff, and employees. In summary, good judgment must be used to protect the learning environment. **Failure to comply with the above or to exhibit conduct which is deemed not in the best interest of the Huron Valley Schools will be grounds for immediate removal from the building and the project.**

Please confirm your understanding by checking Yes or No.

Yes

No

1.5 Service Capabilities

1.5.1 Communication Plan/Contract Management

Proposers shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger or acquisition.

1.5.1 Proposer Response:

SEE DETAILED RESPONSE

1.5.2 Primary Account Representative

Proposers must identify by name and location the primary account representatives and key contacts who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents. Include names, titles, address, phone number, and email addresses.

- 1.2c Hard copy equipment spec sheets and catalogs are included in this submittal and soft copy versions are on the flash drive requested on Attachment A.
- 1.2d Manufacturer's list price, discounts available, rebates, etc. are addressed in Section 1.11. All Kenwood Digital Radios come standard with a 3 Year Warranty, with service provided by a Kenwood Authorized Repair Depot during the warranty period. With this in mind, maintenance agreement costs/fees and narratives could be provided at each dealer's discretion once the radio warranty period expires. Also, accessories such as batteries, microphones, etc. have a 1 Year Warranty.
- 1.2e Specific Installation, delivery and service details will be provided by the dealer.
- 1.2f Additional "Value Added" Services such as warranty, implementation, training, licensing, and other services with the goal of providing a total turn-key communications solution would be provided by the dealer(s) selected by each end user.
- 1.2g Refer to the response on Attachment A

1.3 Product Specifications

1.3.1 Reservation of Rights: Yes

1.3.2 Competition Promoted: Yes

1.4 Service Specifications: Yes

1.4.1 Contractor Code of Conduct: Yes

1.5 Service Capabilities

1.5.1 Communication Plan/Contract Management

Contract performance, issue management, and change management shall be the responsibility of the GLCSI Corporate Contact and Local MI Contact, as defined in Section 1.5.2. Specifically, the Corporate Contact shall address scheduling, delivery, and change issues. The Local MI Contact shall address scope, service, and quality issues.

1.5.2 Primary Account Representative

GLCSI Corporate Contact

Great Lakes Communications Sales, Inc.

Jackie Dunn, Office Administrator

2060 E. Harbor Rd.

Port Clinton. OH 43452

Toll Free: 800.443.6262

Fax: 419.734.4274

jackie@greatlakescomm.com

www.greatlakescomm.com

Business Hours: 8:30AM – 5:00PM, Monday through Friday

Areas of Responsibility: Contract Administration, Reports

GLCSI Local MI Contact

John Bradley, Territory Manager

43422 W. Oaks Dr. PMB 425

Novi, MI 48377-3300

Cell: 248.212.2102

Business Hours: 8:00AM – 5:30PM, Monday through Friday

Areas of Responsibility: Bid Documents, Statewide Dealer Interface

1.6 Customer Service

A 3-pronged approach to customer service is offered, with inquiry response times being well within the 48 hour/2 business day requirement:

1. GLCSI Corporate Contact
2. Local MI Contact
3. Individual Dealers (See Section 1.7)

1.7 Purchase Orders: Yes, with additional comments:

As the Contract Administrator, GLCSI will enlist the services of its 25 Authorized Kenwood Dealers in MI to reply to Requests for Quotes (RFQ's) from participating HVS/MAC members, and members will be able to select the dealer(s) from the attached listing. There is Kenwood dealer representation in all 10 HVS/MAC Regions listed in Appendix A, and while there are exceptions, from a service standpoint, members would be best served by selecting a dealer that is in relatively close proximity to their location.

Dealers will respond to the requesting agency within the timeframe specified in the RFQ's, and while the delivery and billing of resulting orders to the requesting agency is specified in this RFP, GLCSI suggests and proposes the billing of the resulting order to the requesting agency, but instead have the order delivered to the dealer itself, due to required radio frequency programming and optimization. Once that has been completed, the order will then be delivered to the requesting agency by the dealer, and usually in person. This contributes to greater customer satisfaction and a more pleasant buying experience.

HURON VALLEY SCHOOLS/MAC

CORPORATE/LOCAL MI CONTACTS KENWOOD AUTHORIZED DEALERS

Company Name	Status	Street Address, City, State, Zip, Phone	HVS/MAC Region(s) - Service Areas	Authorized Product Categories
Great Lakes Communications, Inc.	Manufacturer's Representative - Vendor	2060 E. Harbor Rd. Port Clinton OH 43452 800.443.6262 43422 W.Oaks Dr. #425 Novi, MI 48377-3300 248.212.2102	Entire State of MI	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos, KENWOOD Viking
Adams Electronics Company	Dealer	30469 Beck Rd. Wixom MI 48393 248.669.7100	10	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos
Daniel D. Baker d/b/a Adrian Communications	Dealer	103 1/2 Sand Creek Hwy. Adrian MI 49221 517.265.8470	9	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos
Anderson Radio, Inc.	Dealer	6149 Westside Saginaw Rd. Bay City MI 48706	5	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos
C-Comm of Kalamazoo, Inc.	Dealer	1600 Lincoln Rd. Allegan MI 49010 269.673.9900	4,7,8	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos, KENWOOD Viking
Communications Specialists, Inc.	Dealer	4138 S. Division Ave. Grand Rapids MI 49548 615.534.5862	4,7	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos
Cynergy Wireless Products, Inc	Dealer	1463 Combermere Dr. Troy MI 48083 248.298.3855	10	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos
DeltaCom, Inc.	Dealer	24875 Novi Rd. P.O. Box 813 Novi MI 48376 248.207.8587	10	KENWOOD NEXEDGE Systems and Subscribers KENWOOD Kairos
Digicom Global, Inc.	Dealer	3911 Rochester Rd. Troy MI 48083 248.720.2001	6,9,10	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos, KENWOOD Viking
Caliber, LLC d/b/a Elcom Systems	Dealer	3150 Wright St. Marquette MI 49855 906.228.5255	1	KENWOOD Viking

HURON VALLEY SCHOOLS/MAC
KENWOOD AUTHORIZED DEALERS

Company Name	Status	Street Address, City, State, Zip, Phone	HVS/MAC Region(s) - Service Areas	Authorized Product Categories
Electrocomm - MI, Inc.	Dealer	2648 Lapeer Rd. Auburn Hills MI 48326 248.344.4300	10	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos, KENWOOD Viking
Grand Traverse Mobile Communications, Inc.	Dealer	1670 Barlow St. Suite 1 Traverse City MI 49686 231.947.9851	2, 3	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos, KENWOOD Viking
Gear Up Holdings, Inc. d/b/a HEI Wireless	Dealer	2203 Plaza Dr. Benton Harbor MI 49022 269.926.1555	8	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos, KENWOOD Viking
J.S. Electronics, Inc.	Dealer	1108 20th St. Menominee MI 49858 906.863.2820	1	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos, KENWOOD Viking
Midcom Radio Communications, Inc.	Dealer	1370 E. Sanilac Rd. Sandusky MI 48471 810.648.3780	6	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos, KENWOOD Viking
Midcom Service	Dealer	2131 E. Laketon Ave. Muskegon MI 49442 231.773.3107	4	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos, KENWOOD Viking
OTEC	Dealer	13356 Indian Rd. Kewadin MI 49648 231.264.6133	2,3	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos
ProComm, Inc.	Dealer	2099 Independence Dr. Mt. Pleasant MI 48858 989.772.3751	5	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos, KENWOOD Viking

HURON VALLEY SCHOOLS/MAC
KENWOOD AUTHORIZED DEALERS

Company Name	Status	Street Address, City, State, Zip, Phone	HVS/MAC Region(s) - Service Areas	Authorized Product Categories
Radio North, LLC	Dealer	955 E. Commerce Dr. Suite A Traverse City MI 49685 231.989.2934	2,3	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos
Range Telecommunications	Dealer	2342 US 41W Marquette MI 49855 906.228.7000	1	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos
SMR Communications, Inc	Dealer	255 Bell Rd. Niles MI 49210 269.683.7451	8	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos
Spectrum Wireless (USA), Inc.	Dealer	27601 Little Mack Ave. St. Clair Shores MI 48081 586.693.7525	6,9,10	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos, KENWOOD Viking
State Systems Radio, Inc.	Dealer	5066 S. Sprinkle Rd. Portage MI 49002 269.349.1935	4,7,8	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos, KENWOOD Viking
T&W Electronics, Inc.	Dealer	1045 S. Division Ave. Grand Rapids MI 49507 616.241.3645	4	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos
Thumb Radio, Inc.	Dealer	1020 N. Van Dyke Ave. Bad Axe MI 48413 989.269.6420	6	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos
Washtenaw Communications	Dealer	3684 Wagner Ridge Ct. Ann Arbor, MI 48103 734.662.7138	9	KENWOOD NEXEDGE Systems and Subscribers, KENWOOD Kairos

1.8 Delivery and Acceptance

Kenwood dealers will be responsible for quoting equipment and service costs. Once a dealer referenced in Section 1.7 has been made aware of an RFQ, either by direct contact from a requesting agency, or with the assistance of the GLCSI Corporate or Local MI Contact, the dealer will be responsible for recommending a solution that satisfies the needs and requirements of the RFQ. This recommendation would include equipment models and contract costs, plus any other costs such as programming, installation, or delivery.

Time frames for delivery of service have been prolonged throughout 2021 due to a global microprocessor shortage, coupled with logistics challenges, and this trend is expected to continue well into 2022. Dealers will confer with the Contract Administrator and/or Local MI Contact as part of the quoting process and also prior to ordering to obtain accurate delivery estimates.

The ordering procedure is that once an RFQ or quote has been accepted and the requesting agency issues a Purchase Order to the selected dealer, the agency Purchase Order will need to include a full description of products, services, etc. and will it also need to include the HVS/MAC Contract Number. The dealer would in turn submit a Dealer Purchase Order that also includes the HVS/MAC Contract Number to the GLCSI Contract Administrator for processing with Kenwood. The inclusion of the HVS/MAC Contract Number will allow for accurate order tracking while allowing GLCSI to meet the administrative fee and reporting requirement outlined in Section 1.12.

1.8.1 Delivery Time Frames: Yes, with comments

As noted in Section 1.8, extended product delivery times are anticipated in any area of the State well into 2022 due to a global microprocessor shortage coupled with logistics challenges.

1.8.2 Reporting Capabilities: Yes

1.8.3 Shipping Errors: Yes

1.9 Management and Staff

- *Project Management of the Contract will be performed by the GLCSI Contract Administrator
- *Staff and responsibilities duties will be performed by the GLCSI Local MI Contact and the Dealers
- *Safety and Security processes will be performed by the Dealers
- *Background check processes for delivery and maintenance personnel will be performed by the Dealers in accordance with the requirements of Section 2.0.20.

1.10 Orders/Delivery/Customer Service

1.10.1 See Section 1.8

1.10.2 Ordering Process Capabilities

Once a Kenwood dealer provides a quotation to a requesting agency as the result of an RFQ or other method of contact, all dealers have the ability to receive Purchase Orders electronically via email, by phone, by fax, or via hard copy written Purchase Order. The statewide toll-free number required in this section is for the GLCSI Corporate Contact and can be used by the requesting agency as a back-up means to contacting a dealer for order placement and/or customer service.



1.5.2 Proposer Response:

SEE DETAILED RESPONSE

1.6 Customer Service

It is preferred that the Vendor have an accessible customer service department with an individual specifically assigned to Huron Valley Schools. Customer inquiries should be responded to within 48 hours or two (2) business days unless it is an emergency issue. Describe your company's Customer Service Department (hours of operation, number and location of service centers, regular and emergency response times, etc.)

1.6 Proposer Response:

SEE DETAILED RESPONSE

1.7 Purchase Orders

Requests for quotes will be initiated by participating entities as specific needs arise. Participating entities will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating entity will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be delivered and billed directly to these institutions.

Please confirm your understanding by checking Yes or No.

Yes

No

1.8 Delivery and Acceptance

The Proposer will be required to quote prices for all known costs for the requested products and services. Proposer should address the following items and costs in their proposal and other item/costs that they are aware of that may not have been requested in this bid.

- Time frames for delivery of service.
- Please give a description and the costs associated with products and the service models you recommend.
- What is your Ordering procedure and/or process?
- Policies and procedures for an organization accepting a delivery of service.

1.8 Proposer Response:

SEE DETAILED RESPONSE

1.8.1 Delivery Time Frames

If there are supplies, services, or regions of the state that might require a longer delivery timeframe, please denote in your response.



Please confirm your understanding by checking Yes or No.

Yes No

1.8.2 Reporting Capabilities

Contractors are required to submit quarterly sales reports and other reporting documents, as it pertains to this contract.

Please confirm your understanding by checking Yes or No.

Yes No

1.8.3 Shipping Errors

The receiving entities have been instructed to make immediate inspection on receipt of products/services and to process payment documents promptly. Payment documents, however, will be delayed if the products/services fail to comply with specification requirements.

Please confirm your understanding by checking Yes or No.

Yes No

If "NO" was answered on any items in Section 1.3.1, 1.3.2, 1.4, 1.4.1, 1.7, 1.8.1, 1.8.2, and 1.8.3, please explain:

[Empty rectangular box for explanation]

1.9 Management and Staff

Proposer should address the following items in their proposal:

- Project Management of the contract;
- Staff and responsibilities;
- Process and procedures to keep safe and secure facilities when delivering product;
- Please describe your company's background check process for delivery and maintenance personnel, if delivery is by a company other than UPS and Federal Express.

1.9 Proposer Response:

SEE DETAILED RESPONSE

1.10 Orders/Delivery Reporting/Customer Service

1. Generally

Purchase Orders will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications with specific response information required, deliverables, and any special terms and conditions. The contractor will respond directly to the



requesting agency within the timeframe specified by the participating agency.

2. Ordering Process Capabilities

Proposers shall identify their ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order. A state-wide toll-free phone number for phone orders will be required. The Vendor agrees to have internal controls to ensure that authorized individuals place orders.

1.10 Proposer Response:

SEE DETAILED RESPONSE

1.11 Pricing Schedule

1. Price Guarantee

Price Stability Guarantee

For the first year of the Agreement, the vendor must guarantee to provide the products at the proposed rates. The vendor can propose price increases or decreases after the above stated time period.

Promotional Pricing

Proposer may offer promotional pricing for awarded products and/or services during the contract term. Upon promotion expiration, the pricing must return to previous item price and remain in compliance with the Price Stability Guarantee.

Free on Board (F.O.B) Delivered/Destination (Required)

Prices shall be quoted "F.O.B. Delivered/Destination" to each Customer with transportation charges prepaid on all orders of one (1) or more.

2. Bid Pricing

Bid pricing must reflect Net 30 payment terms.

3. Quantity Term

Vendor agrees to supply the complete quantity and products that each customer requires.

4. Rebates and Special Promotional Capabilities

All vendors are encouraged to make manufacturer promotions, rebates and special pricing opportunities available. Huron Valley Schools must approve promotional materials referring to the Huron Valley/MAC Agreement prior to release. Huron Valley/MAC will post rebate and special pricing information on its web site.

Guidelines for Vendor /Contractor promotions for Huron Valley/MAC awarded items:

- A. Submit all promotions for approval
- B. Identify the savings amount
- C. Identify the final price



MAC

- D. Specify the time period in which a purchase must be made
- E. Identify the link to a rebate form (preferred) or provide the form

5. Tax Excluded from Price

(a) Sales Tax: Huron Valley and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Huron Valley and local units of government may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Huron Valley Schools exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

1.11 Proposer Response:

Please provide pricing information and any additional comments regarding pricing, promotions and discounts being offered, and information on other cooperative contracts held by respondent.

SEE DETAILED RESPONSE

1.12 Price Assurance

The awarded vendor agrees to provide pricing to Huron Valley Schools and its participating entities ensuring the lowest pricing available. The awarded vendor agrees to promptly lower the cost of any product/service purchased through Huron Valley Schools following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Huron Valley Schools requests equal or better than pricing to be submitted.

All pricing submitted to Huron Valley Schools shall include 2.0% administrative/remittance fee to be remitted to MAC by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with Huron Valley Schools/MAC.

1.11 Pricing Schedule

1.11.1 Price Guarantee

Per the instructions in Attachment A, the following price guides will be submitted in electronic format only:

**Kenwood Land Mobile Radio, which includes NXDN and DMR Digital Portables, Mobiles and Repeaters*

**Kenwood NEXEDGE, which includes NXDN and DMR Digital Systems Repeaters and Peripherals*

**Kenwood KAIROS DMR Digital Systems Repeaters and Peripherals*

**Kenwood Viking P25 Digital Public Safety Portables and Mobiles*

Price Stability Guarantee

The attached are List Price guides and all items contained therein will be offered to HVS/MAC at a 20% discount off list price:

CATEGORY	KENWOOD NEXEDGE	KENWOOD KAIROS	KENWOOD VIKING
Mobiles and Portables	20%	N/A	20%
Fixed (Base) Stations	20%	N/A	20%
Dispatch Consoles	20%	N/A	N/A
System Infrastructure	20%	20%	N/A
Accessories	20%	20%	20%

Additionally, the 20% discount off list price is guaranteed for the first year of the Agreement.

Promotional Pricing

See Section 1.11.4 for information on Rebates and Special Promotional Capabilities

Free on Board (F.O.B.) Delivered/Destination (Required)

Prices shall be quoted "F.O.B. Delivered/Destination" to each Customer with transportation charges prepaid on all orders of (1) or more.

1.11.2 Bid Pricing

Bid pricing will reflect Net 30 Payment Terms

1.11.3 Quantity Term

Vendor agrees to supply the complete quantity and products that each customer requires

1.11.4 Rebates and Special Promotional Capabilities

Kenwood periodically offers End-User Rebates on select models, thereby providing additional savings. Certainly, the GLCSI Corporate Contact and/or the Local MI Contact will inform HVS/MAC as soon as possible whenever End-User Rebates become available.

Guidelines for Vendor/Contractor promotions for Huron Valley/MAC awarded items:

GLSCI agrees to comply with the 5 criteria below:

- A. Submit all promotions for approval
- B. Identify the savings amount
- C. Identify the final price
- D. Specify the time period in which a purchase must be made
- E. Identify the link to a rebate form (preferred) or provide the form

1.11.5 Tax Excluded from Price

(a) and (b): HVS/MAC participating agencies will not be charged MI State Sales Tax or Federal Excise Tax.

1.12 Price Assurance

In light of an anticipated equipment price increase in 2022 and given that pricing will be guaranteed for the first year of the agreement, GLCSI ensures that the lowest pricing available is being submitted.

Additionally, GLCSI agrees that all pricing submitted to HVS shall include a 2% administrative/remittance fee to be remitted to MAC by GLSCI. Along with this, GLCSI agrees to keep all product listings and sales reports up to date and on file with HVS/MAC.

SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE

- 2.0.1 Yes
- 2.0.2 Yes
- 2.0.3 Yes
- 2.0.4 Yes
- 2.0.5 Yes
- 2.0.6 Understood
- 2.0.7 Yes
- 2.0.8 Understood
- 2.0.9 Understood
- 2.0.10 Understood
- 2.0.11 Understood
- 2.0.12 Understood
- 2.0.13 Understood
- 2.0.14 Understood
- 2.0.15 Understood
- 2.0.16 Understood
- 2.0.17 Understood
- 2.0.18 Understood
- 2.0.19 Understood
- 2.0.20 Understood

- 2.1 Company Profile: See Attached
- 2.2 References: See Attached
- 2.3 Assurances and Certifications: See Attached
- 2.4 Construction Bid Disclosure Statement: See Attached

Non-Collusion Affidavit: See Attached



SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the bid documents, including, without limitation, any RFP Addenda and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the bid documents of RFQu # HV-726-110121 – Digital Portable Two-Way Radios
3. The undersigned has reviewed the bid documents and fully understands the requirements in this bid and that each bidder who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, and agrees that its bid, if accepted by Huron Valley Schools, will be the basis for the Bidder to enter into a contract with Huron Valley Schools in accordance with the intent of the bid documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3:
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
 - Assurance Regarding Access to Records and Financial Statements
 - Iran Economic Sanctions Act
 - Familial Relationship Disclosure
 - Non-Collusion Affidavit
6. The selected Contracting Agency will be required to sign a Confidentiality Agreement to protect the data supplied by the schools and agencies. The selected Contracting Agency will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), Michigan Education Code, and District policies regarding the protection and confidentiality of data. At all times, the Contracting Agency will consider all data collected in the course of their duties to be protected and confidential. The Contracting Agency needs to explain how it will clean the hard drives in the copier machines at lease end or changes in copier machines to ensure removal and protection of data.
7. The undersigned acknowledges that bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQu and associated bid documents.
8. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against Huron Valley Schools based upon ignorance of conditions or misunderstanding of the specifications.

9. Patent indemnity: Vendors who do business with the Huron Valley Schools shall hold Huron Valley Schools, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
10. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Huron Valley Schools, prior to award, and shall include an insurance certificate and additional insured certificate, naming Huron Valley Schools, which meets the minimum insurance requirements, as stated in the terms and conditions.
11. Bidders are requested to submit a bid on any category(s) that they are able to supply as specified. Substitutions will not be considered. If the documents note "or acceptable equal" all manufacturers will be considered. Products for consideration must comply with bid category "general notes" and identify discrepancies where product does not meet or exceed the specified (basis of design) product for design, finish, and quality.
12. Should a Bidder find discrepancies in, or omissions from the specifications, details, instructions and bid proposal form, or should the bidder be in doubt as to the meaning, the bidder should notify, the bid contact who will send written instructions to all appropriate Bidders. The Owner shall not be responsible for any oral instructions.
13. It is the Bidder's responsibility to note any detail or specification that, in his opinion, is not practical or functional.
14. Interpretations and supplemental instructions will be issued by Addenda. No Bidder shall rely on any interpretations or corrections given by any other method. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding.
15. Copies of addenda will be made available for inspection wherever Bidding Documents are posted.
16. Addenda will not be issued later than three (3) days, (72 hrs.) prior to the date of receipt of bids (excluding weekends and holidays), except an addendum withdrawing the request for bids or postponing the bid date.
17. Failure of Bidder to receive such addenda shall not relieve him from any obligation under his bid as submitted.
18. Failure to comply with instructions stated in this section may result in rejection of bid.
19. After a contract agreement has been executed, the Bidder shall not be allowed any sum over and above the price(s) specified in the contract agreement.



MAC

20. Huron Valley Schools requires all Contractor owners, employees, agents, representatives, subcontractors, and/or other personnel who will be present on School grounds to submit to a criminal history background check. This background check will include a requirement for each contractor owner, employee, agent, representative, subcontractor, and/or other personnel to be screened before he/she enters School grounds. A valid State ID card or Driver's License is required to complete the background check. Once screened, the District will provide approved personnel with a Contractor Badge with a unique number.

ORDER DELETIONS

1. Owner reserves the right to add or deduct item quantities from the original specification, up to 10% of the original quantities without any effect on the unit prices submitted.

Huron Valley Pricing

Respondents should indicate any discounts or promotional pricing available. Please specify where different percentage discounts apply. If respondent has existing cooperative contracts in place, Huron Valley requests equal or better than pricing to be submitted.

Solicitation Terms and Condition can be found at www.hvs.org/district/purchasinginfo/

2.1 Company Profile

Official Name of Bidder: <i>Sales, Great Lakes Communications Inc</i>		Type of Entity/Organization (check one):	
Street Address: <i>2000 E. Harbor Rd</i>		<input checked="" type="checkbox"/> Corporation	
City: <i>Port Clinton</i>		<input type="checkbox"/> Joint Venture	
State: <i>Ohio</i>	Zip Code: <i>43452</i>	<input type="checkbox"/> Limited Liability Partnership	
Website: <i>www.greatlakescomm.com</i>		<input type="checkbox"/> Partnership	
Primary Contact Name: <i>Eric Gees; / JACKIE DUNN</i>		<input type="checkbox"/> Limited Liability Corporation	
Primary Contact Phone Number: <i>800-443-6262</i>		<input type="checkbox"/> Non-Profit / Church	
Primary Contact Email Address: <i>Jackie@greatlakescomm.com</i>		<input type="checkbox"/> Other: _____	
Dunn & Bradstreet (D&B) Number (if applicable): <i>607371572</i>			
Has your company been debarred by the Federal Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>			
Has your company been debarred by State Governments? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>			
Brief history of your company, including the year it was established: <i>1983 manufactures representative firm, land mobile radio</i>			
Signature: 			
Name and Title of Signer: <i>Principal, Eric Gees</i>			
Date: <i>12/7/21</i>			

Please include a current copy of a W-9 with your proposal.

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

Name Great Lakes Communications Sales, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 2060 E Harbor Road	Requester's name and address (optional)
City, state, and ZIP code Port Clinton, OH 43452	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								
or								
Employer identification number								
3	1	1	0	7	4	4	9	5

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶



Date ▶ **12/7/11**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities**).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.





MAC

SEE DETAILED RESPONSE

2.2 References

Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 5 years.

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Description of Services:	
Annual Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Description of Services:	
Annual Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Description of Services:	
Annual Volume:	

Section 2.2 – References

Page 1 of 3

Entity Name: Traverse City Schools
Contact Name: Tyson Birch
Title: Director of Facilities and Transportation
City/State: Traverse City, MI
Phone Number: 231.933.1930
Years Serviced: 20+ total, and approx. 8 years with NXDN Digital equipment

Description of Services: *Provide NXDN Digital IP Connected Bus Radio Infrastructure with 90+ Mobile Radios. Provide NXDN Digital Portables and Base Radios at each school (400+ units) and Conventional NXDN Repeaters at 4 Secondary Schools. Provides service and support for all TC Schools entities.*

Annual Volume: \$35K+

Entity Name: Novi Community Schools
Contact Name: Gary Kinzer
Title: Superintendent of Human Resources
City/State: Novi, MI
Phone Number: 248.449.1203
Years Serviced: 9+

Description of Services: *NXDN Digital Bus/Transportation Radio System Sales and Service, including NXDN Digital repeater infrastructure with GPS. Individual school communications per campus. District-wide sales, service, and maintenance.*

Annual Volume: \$20K+

Section 2.2 – References

Page 2 of 3

Entity Name: Godwin Heights Public Schools
Contact Name: Amira Selimovic
Title: Security
City/State: Wyoming, MI
Phone Number: 616.252.2060
Years Serviced: 33+ total, and approx. 7 years with NXDN Digital equipment
Description of Services: *NXDN Digital Portable and Mobile radio sales and service. NXDN Repeater maintenance.*
Annual Volume: \$14K+ in 2020, \$1.6K in 2018

Entity Name: Wyoming Public Schools
Contact Name: Don Hebler
Title: Director of Operations
City/State: Wyoming, MI
Phone Number: 616.530.7564
Years Serviced: 23+ total, and approx. 7 years with NXDN Digital equipment
Description of Services: *NXDN Digital Portable and Mobile radio sales and service. NXDN Repeater maintenance.*
Annual Volume: \$14K+ in 2019

Section 2.2 – References

Page 3 of 3

Entity Name: Grand Rapids Public Schools
Contact Name: Dan Zuidema
Title: Maintenance Supervisor
City/State: Grand Rapids, MI
Phone Number: 616.819.2992
Years Serviced: 27+ total, and approx. 8 years with NXDN Digital equipment
Description of Services: *NXDN Digital Portable and Mobile Radio sales and service. Maintenance of NXDN Digital Repeater.*
Annual Volume: A total of \$12K+ since 2016

Entity Name: Lundin Mining/Eagle Mine
Contact Name: Bryan Brewer
Title: E&I Supervisor/Planner
City/State: Marquette, MI
Phone Number: 906.339.7173
Years Serviced: 10+
Description of Services: *NXDN Digital Trunking System at the mill site with approx. 150 portables and mobiles. NXDN Digital repeaters are linked along the transportation route, with multiple repeaters, portables and mobiles above and below ground at the mine site.*

Annual Volume: \$9K+

Entity Name: L'Anse Area Schools
Contact Name: Susan Tollefson
Title: Superintendent
City/State: L'Anse, MI
Phone Number: 906.524.6000 Ext. 1
Years Serviced: 2+
Description of Services: *NXDN Digital Repeater and portables for in-school operations.*
Annual Volume: 5K+

2.3 Assurances and Certifications

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Certification Regarding Nondiscrimination Under Federally and State Assisted Programs

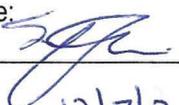
The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the Michigan Department of Education (MDE).

Assurance Regarding Access to Records and Financial Statements

The applicant hereby assures that it will provide the pass-through entity, i.e., the Huron Valley Schools, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with 2 CFR, Part 200, Subpart F, and Compliance Supplement for the U.S. Department of Education.

Iran Economic Sanctions Act

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Huron Valley Schools as a Michigan public entity is required to follow Public Act 517 of 2012.

Vendor Signature:	
Date:	12/7/21



Notary	
State of	<u>OHIO</u>
County of	<u>Cuyahoga</u>
Sworn to and subscribed before me, a notary public in and for the above state and county, on this <u>7th</u> day of <u>December</u> , 20 <u>21</u> .	
Notary Public	<u>Elvina Tomori</u>
My commission expires:	<u>January 5th 2026</u>

2.4 CONSTRUCTION BID DISCLOSURE STATEMENT – FAMILIAL RELATIONSHIP

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Huron Valley Schools Board of Education or the Huron Valley Schools District Superintendent must be accompanied with the bid. **Bids without this disclosure statement will not be accepted.**

The members of the Huron Valley Schools Board of Education include: Thomas Wiseman, Denise Pistana, Sean Carlson, Denise Forrest, Lindsey Cotter, Jeffrey Long, Laura Dodd.

Dr. Paul Salah is Huron Valley Schools' Superintendent.

The Following are the familial relationships:

There are none.

Vendor Signature: 
Date: 12/7/21



Notary	
State of	<u>OHIO</u>
County of	<u>Cuyahoga</u>
Sworn to and subscribed before me, a notary public in and for the above state and county, on this	<u>7th</u>
day of	<u>December</u> , 20 <u>21</u> .
Notary Public	<u>Elvina Tomori</u>
My commission expires:	<u>January 5th 2026</u>



MAC

NON-COLLUSION AFFIDAVIT

STATE OF MICHIGAN)
)
[NAME OF COUNTY])

ss:

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/she further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, gift, fee, commission or thing of value on account of such sale.

Great Lakes Communications INC Subs.
Bidder (Firm)
[Signature]
Signature of Bidder or Agent

Subscribed and sworn to before me this 7th day of December, 2021.

My commission expires: January 5th 2026

County of residence: Cuyahoga

[Signature]
Notary Public Signature



(Return this completed form with bid package)



SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains key project dates and activities as well as instructions to proposers on how to prepare and submit their proposal:

TIMETABLE	
Release of RFQu:	November 15, 2021
Question & Answer Due Date:	November 22, 2021
Questions and Answers Responses Posted:	November 29, 2021
Proposals Due by (10:00 AM/ EST) *:	December 13, 2021
Notice to Award:	January 2022
Master Agreement Award Date:	January 2022

*Responses received later than the specified deadline will be disqualified.

3.1 Huron Valley Schools Responsibility

Huron Valley Schools is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

3.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at Huron Valley Schools Administrator/Purchasing agent designee's sole judgment and his/her judgment shall be final.

3.3 Proposers Questions

Proposers may submit written questions regarding this RFQu by e-mail to the address identified below. All questions must be received by 10:00 am EST (Eastern Standard Time) no later than Monday, November 22, 2021. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFQu.

When submitting questions please specify the RFQu section and paragraph number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFQu. Huron Valley Schools reserves the right to group similar questions when providing answers. Questions should be addressed to:

Email address: schubel@macservcorp.com



Huron Valley Schools may modify the RFQu at any time during the bid process. All changes to the RFQu will be posted under the bid number and each posting officially revises the RFQu.

3.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFQu. The proposal must remain valid for at least 120 days from the due date for responses to this RFQu.

The Proposer will be responsible for completing and submitting the following sections of this RFQu:

Section 1.0 – Bid Responses to Scope of Work and Pricing - The Proposer's proposal must include detailed responses to each of the outlined requirements in the text boxes provided. There is no requirement or limitation on the number of words for these responses.

Section 2.0 – Bidder Information and Acceptance – The Proposer will be required to complete the information in this section and provide required signatures and notarization.

3.5 Bid Submission Deadline

The Deadline for receipt of Bids is: Monday, December 13, 2021, 10:00 AM EST (the "Due Date"). Any bids received after this time will not be opened.

Send or deliver one (1) copy of the bid, clearly marked **Digital Portable Two-Way Radio Bid HV-726-110121** along with one electronic copy on a USB Flash Drive to:

**John Tavernier – Assistant Superintendent, Teaching, Learning, and Technology
Huron Valley Schools - Administrative Building
2390 South Milford Road
Highland, Michigan 48357**

In the event, the Administration Building is closed due to unforeseen circumstances on the day Proposals are due, Proposals will be due at the same time on the next day that the District and/or the Administration Building is open. Administration Building is open to accept bids 8:00 am – 4:30 pm EST.

Due to COVID 19 our Bid Opening will be virtual. Below is the Zoom invite if you are interested in attending.

Topic: Digital Portable Two-Way Radio Bid Opening – Zoom Invite
Time: December 13, 2021 10:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85064055419?pwd=SXVUWEZKSkrOT1FFb2d0cGlUM0FnZz09>



Meeting ID: 850 6405 5419

Passcode: 461709

One tap mobile

+13126266799,,85064055419#,,,,*461709# US (Chicago)

+19292056099,,85064055419#,,,,*461709# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 850 6405 5419

Passcode: 461709

Find your local number: <https://us06web.zoom.us/j/kML5WryOk>

3.6 Adherence to Mandatory Requirements (Pass/Fail)

Huron Valley Schools Administrator or designee shall review Section 2.0 Bidder Information and determine if the Proposer meets the minimum requirements as outlined in this RFQu.

Failure of the proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. Huron Valley Schools may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.7 Evaluation Process

All bids will be reviewed for compliance with the mandatory requirements stated within this RFQu. Bids not meeting the mandatory requirements will be deemed non-responsive and eliminated from further consideration. Huron Valley Schools may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

- A. Huron Valley Schools may contact the proposer for clarification of the proposer's bid.
- B. Huron Valley Schools may use other sources of information to perform the evaluation.
- C. Huron Valley Schools may require the proposer to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFQu. The Proposer(s) whose bid is advantageous to the Eligible Agencies, taking into consideration the evaluation factors, will be recommended for award approval.

After a prospective supplier has been selected, Huron Valley Schools and the prospective supplier(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Huron Valley Schools may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal. It is anticipated that pre-qualified contract awards will be made to multiple vendors.

A solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part, when it is in the best interest of Huron Valley Schools in accordance with regulations.

3.8 Evaluation Criteria

1. Evaluation Factors for Statement of Work (Section 1) – 40 points
2. Company Profile (Section 2.1) - 10 points
3. References (Section 2.2) – 20 points
4. Pricing (Section 1.14) – 30 points

3.9 Optional Tools to Enhance Evaluation Process

Huron Valley Schools during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Huron Valley Schools:

- Clarifications
- Deficiency Report
- Oral Presentation
- Site Visit
- Best and Final Offer (BAFO)
- Negotiations

3.10 Huron Valley Schools Option to Reject Proposals

Huron Valley Schools may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFQu. Huron Valley Schools shall not be liable for any costs incurred by the proposer in connection with the preparation and submission of any proposal. Huron Valley Schools reserves the right to waive inconsequential disparities in a submitted proposal.

3.11 Freedom of Information Act

This contract and all information submitted to Huron Valley Schools by the contractor and proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Huron Valley Schools shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Proposer(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket



statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFQu, the Proposer shall be deemed to have agreed to indemnify and hold harmless Huron Valley Schools for any liability arising from or in connection with Huron Valley Schools failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

3.12 Contacts with Huron Valley Schools Personnel

All contact with Huron Valley Schools regarding this RFQu or any matter relating thereto must be e-mailed as follows:

Email address: schubel@macservcorp.com

If it is discovered that a Proposer contacted and received information regarding this solicitation from any Huron Valley Schools personnel other than the Procurement Contact, Huron Valley Schools, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Huron Valley Schools in writing will be binding with respect to this RFQu.

3.13 Final Agreement Award Determination

Huron Valley Schools reserves the right to make one total award, one award for each category/section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of Huron Valley Schools.



MAC



**Attachment A
General Information**

1. Respondents must submit products, services, warranties, etc. in price list.
2. Media submitted for price list must include the respondent's company name, name of the solicitation, and date on a Flash Drive (i.e., Pin or Jump Drives).
3. Please submit price lists in electronic format only.

Not to Exceed Pricing

1. Huron Valley Schools requests pricing be submitted as not to exceed for any participating entity.
2. Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for the solicitation. Volume or spot market conditions may allow for one-time discounts for participating entities.
3. Vendor must allow for lower pricing to be available for similar product and service purchases under the same market conditions.

General Information

1. It is the intent of Huron Valley Schools to always provide the best price and value to its participants. The Vendor must be able to provide a pricing methodology for its products and services that will ensure that Huron Valley Schools is always getting the best and most competitive price available.
2. The products and services provided by this contract may be acquired utilizing many different methods by the participating members of Huron Valley Schools.



Addendum Number 1

Project: DIGITAL PORTABLE HANDHELD TWO-WAY RADIOS RFP # HV-726-110121

Bid date: 10:00 AM, Monday, December 13, 2021 **(UNCHANGED)**

Issue date: November 15, 2021

Below are: Questions asked by bidders with the school district's answers below:

1. What model and make of radios does HVS currently utilize? *Hytera Digital w/full color display and Hytera digital PD-5 series, non-display.*
2. What is the approximate age of the radio system? *Age of equipment ranges 1-6 years.*
3. Approximately how many radios are currently in use? *Approximately 150 radios are in use.*
4. Does the current coverage adequately function within the School District boundaries? *No, the district is interested in increasing capacity to transmit and receive district wide.*
5. Do you have radio system coverage beyond the School District's boundaries? *Just bleed over into neighboring communities. This would not be a design requirement.*
- 5a. If no, how do the busses contact Dispatch today? *Cell phones are used when out of range.*
- 5b. If no, would this capability be of benefit and why? *No.*
6. What do you like about the current radio system? *HVS is neither satisfied or dissatisfied with its current radio system.*
7. What, if anything, is less than perfect about the current radio system? *HVS is neither satisfied or dissatisfied with its current radio system.*
8. What do you like about your current radio system provider? *HVS is neither satisfied or dissatisfied with its current radio system provider.*
9. What, if anything, is less than perfect about your current provider? *HVS is neither satisfied or dissatisfied with its current radio system provider.*

Inspiring and building futures...one student at a time

Huron Valley Schools, 2390 S. Milford Rd, Highland, MI 48357 / 248-684-8000 / www.hvs.org

10. What capabilities and characteristics would define an "ideal" service/product provider? *Our hope is that as a provider you would offer a service/product that meets the capabilities and characteristics outlined in the RFP.*
11. How do the various schools communicate with the Transportation Department? *By phone.*
12. How do the schools currently communicate with the Busses? *Schools call transportation. Dispatch radios the bus.*
13. How does Dispatch know which Bus is calling? *Displays on desk radio.*
14. How do the Busses currently notify Dispatch of an issue or emergency? *Two-way radio or cell.*
15. Is there currently a "District Wide" Emergency radio channel? *No.*
16. Does Transportation currently have "Vehicle Tracking and Mapping" capabilities? *Yes. However, 3G devices will be obsolete in March 2022. We will need to upgrade to maintain the current capabilities.*
- 16a. If no, would these capabilities be of benefit and why? *N/A.*
17. How many channels does HVS need? *Two channels, multiple frequencies.*
18. Does HVS already have an FCC license for the number of channels requested and has it been modified for the digital designation? *We are licensed for digital two channels, one of which we have not yet used.*
19. Does HVS require an alpha display? *We currently have an alpha display.*
20. Will HVS require 6-unit rack adaptors or chargers or all single desk chargers? *Both.*
21. Does HVS need any audio accessories i.e., Speaker mics or surveillance mics? *Please offer whatever audio accessories are necessary and/or optional for the various systems provided by your company.*
22. Are any of the schools at HVS using repeaters? If so, are they digital capable? *Yes.*
23. RFQ qualifications – RFQ doesn't give any details of products or quantities, but only about how the supplier will be qualified (main focus is supplier not the solution) Can more details be provided about the product/services HVS is seeking? *Our hope is that you will offer a pricing system that would cover the products and services your company provides in this product/service area.*
24. Three-to-five-year agreement - need to understand how pricing/product availability will be considered here (price increases, product cancellations, etc.) *A set discount off of a manufacturer MSRP would be an acceptable pricing Method. If a fixed price list is offered, you will have the ability to update pricing on a yearly basis. If products are discontinued or added to fill the needs you would communicate that with our team, so that we have the latest information available for our members.*

25. No mention of systems - they want a list of "portables and infrastructure" -- How about simplex, conventional, Trunking, WAVE? Video and Access Control integration? How much coverage is HVS looking for? And what type of system? **Please offer a selection of various solutions that include the products and systems your company provides in this product/service area.**
26. MAC requires a 2% fee on all purchases made under this agreement -- how is this accounted for? On the front-end of the quote or would the school be responsible for reporting? **The 2% administrative/remittance fee is to be included in the pricing being quoted to HVS/MAC. The fee is to be remitted to MAC by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with Huron Valley Schools/MAC.**
27. Each participating school would contact the Supplier, state their needs, and request a quote -- what if their need is more than what is listed on the contract (beyond just portable radios)? **It is our hope that you will offer your pricing methodology for all services needed. If a school district or other public entity has needs that go beyond the scope of what your company is able to provide, then that school district or public entity would need to procure that product and/or service following their own procurement practices.**
28. No guarantee of exclusive Supplier agreement. It seems as if Huron Valley Schools can pick as many or few Suppliers as they want? **It is the goal of Huron Valley Schools to competitively prequalify and establish a list of contractors that will provide digital portable, handheld two-way radios for the next three to five years. The resulting contract(s) will enable public municipalities, non-profit organizations, and school districts to "piggyback" and purchase on an as-needed basis from the awarded pool of contractors. Huron Valley Schools will work with the Michigan Association of Counties (MAC) to market and extend the resulting contract(s) to other government municipalities and school districts statewide. The vendor or vendors will be competitively selected as having been qualified as defined within the qualification section of the RFQu.**
29. Resulting Contract Term: Three (3) years with two (2) one-year renewal options.

Will HVS/MAC accept a set discount on the product but the MSRP price list will change as the manufacturer publishes a new list? **Yes.**
30. Any additional information regarding installation, delivery, and service

Can installation and service be quoted on a per job basis? **Yes, every entity is different in size and scope. We would like you to include your pricing methodology in your proposal that would take into account different sizes or locations in Michigan.**
31. Provide a narrative on what maintenance costs/fees include.

Can maintenance costs/fee be quoted on a per job basis? **Yes. Please include a pricing methodology for product maintenance in your proposal.**
32. In addition, Huron Valley Schools is requesting the bid include a catalog of infrastructure and equipment necessary to implement a district-wide

communication solution including amplifiers, repeaters, antennas, mounting hardware and other related equipment.

Many of the items listed above could require additional cabling to be run for the schools. Is the expectation that the running of cabling will be the awarded vendors responsibility or will the school be responsible for the running of the cabling for the products use? **Each district may handle this differently. Please include a pricing method used for this type of service in your proposal.**