

Agenda
Finance and Administration Committee
West Olive Administration Building – Board Room and YouTube
12220 Fillmore, West Olive, MI 49460
Tuesday, September 5, 2023
10:00 AM

Public Comment

Approval of Agenda

Consent Resolutions:

1. Approval of Minutes from the [August 1, 2023](#), Finance and Administration Committee Meeting and the [August 21, 2023](#) Finance and Administration Committee Special Work Session.

Agenda and Action Requests:

1. [Statement of Review](#)
Suggested Motion:
To approve the Statement of Review.
2. [Accounts Payable for July 24, 2023 through August 25, 2023](#)
Suggested Motion:
To approve the general claims in the amount of \$25,296,425.32 as presented by the summary report for July 24, 2023 through August 25, 2023.
3. [Amendment to Resolution Establishing Depositories](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the amendment to the Resolution Establishing Depositories of Public Monies.
4. [Early Voting Agreement](#)
Suggested Motion:
To approve and forward to the Board of Commissioners an agreement for early voting administrative services and add one, 1.0 FTE full-time, benefited Election Logistics Specialist and one, temporary Election Logistics Assistant Position.
5. [Contract for AS400 Support Services](#)
Suggested Motion:
To approve and forward to the Board of Commissioners a contract to support aging software to ensure compatibility issues, or vulnerabilities are promptly addressed and resolved by the software vendor, helping to maintain the software's functionality and security.

6. [Contract to provide Weatherization Services for the Ottawa County Community Action Agency](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the contract with Sale's Heating and Cooling to provide weatherization services for Ottawa County Community Action Agency for the period October 1, 2023 through September 30, 2025.
7. [Contractor Services for the Weatherization Programs for Ottawa County Community Action Agency](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the contract with Randy Scholma, Builder, to provide general contractor services for the Weatherization programs for the period October 1, 2023 through September 30, 2025.
8. [Contractor Services for the Weatherization Programs for Ottawa County Community Action Agency](#)
Suggested Motion:
To approve and forward to the Board of Commissioners a contract with Alan McCabe (d.b.a. A & S Construction) to provide general contracting services for the Weatherization programs.
9. [Inmate Meal Service Agreement](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the contract with Canteen Services for inmate meal service.
10. [Request to Increase Pay for Nurse Prescriber for Retention Purposes](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the request from Community Mental Health to increase the pay for a Nurse Prescriber from step 4 to step 6 on the Prescriber pay scale at the cost of for retention purposes.
11. [Fiscal Services Personnel Request](#)
Suggested Motion:
To approve and forward to the Board of Commissioners a proposal to add one, 1.0 FTE full-time, benefited Budget Manager position at universal paygrade I5 for a total cost of \$131,738.00 paid for by the general fund.
12. [Foam Concentrate Tote Trailers](#)
Suggested Motion:
To approve and forward to the Board of Commissioners the purchase of foam concentrate tote trailers and foam.

13. [Facilities Work Order and Room Reservation Platform Contract](#)

Suggested Motion:

To approve and forward to the Board of Commissioners a contract with Brightly Software Inc. for a computerized maintenance management system (CMMS) and conference room reservation platform, for a 3–4-year contract equaling \$94,662.43.

14. [Transcription Services Agreement](#)

Suggested Motion:

To approve and forward to the Board of Commissioners the VIQ Solutions Contract in the amount of \$154,800 over 5 years.

15. [FY2023 Budget Adjustments](#)

Suggested Motion:

To approve and forward to the Board of Commissioners the 2023 budget adjustments per the attached schedule.

16. [Appointment of New Vice Chairperson](#)

Suggested Motion:

To remove Commissioner Bonnema as Vice Chairperson of the Finance & Administration Committee and appoint Commissioner Belknap as Vice Chairperson for the remainder of 2023.

Committee Reports:

1. [Treasurer’s Financial Month End Update](#); Amanda Price
2. Update on Proposed FY24 Health Department Budget and Returning the Department to Normal Pre-COVID Levels

Public Comment

Adjournment at Call of the Chairperson

Note: Public Comments on the day’s business are to be limited to three (3) minutes.

FINANCE AND ADMINISTRATION COMMITTEE

Proposed Minutes

DATE: August 1, 2023

TIME: 10:02 a.m.

PLACE: Fillmore Street Complex

PRESENT: Gretchen Cosby, Lucy Ebel, Doug Zylstra, Jacob Bonnema, Joe Moss, Rebekah Curran, Sylvia Rhodea, Roger Belknap, Roger Bergman, and Allison Miedema (10)

SUBJECT: PUBLIC COMMENT

1. Bob Spaman-Blendon Township
2. Adrea Hill-Holland Township
3. Rebecca Patrick-Allendale Township
4. Karen Obits-Spring Lake

SUBJECT: APPROVAL OF AGENDA

FC 23-101 Motion: To approve the agenda of today.
Moved by: Moss UNANIMOUS

FC 23-102 Doug Zylstra moved to place the Wayne State University grant on the agenda from the previous Finance and Administration Meeting on July 18, 2023. The motion reads:
Motion: To approve and forward to the Board of Commissioners a contract with Wayne State University for \$10,000 to assist in making the Public Health Building more accessible, with sensory-friendly clinical care.

The motion failed by the following votes: Nays: Roger Belknap, Joe Moss, Sylvia Rhodea, Allison Miedema, Lucy Ebel, Gretchen Cosby. (6)

Yeas: Rebekah Curran, Jacob Bonnema, Doug Zylstra, Roger Bergman. (4)

SUBJECT: CONSENT RESOLUTIONS

FC 23-103 Motion: To approve the minutes from the July 18, 2023, Finance and Administration Committee Meeting.
Moved by: Belknap UNANIMOUS

SUBJECT: STATEMENT OF REVIEW

FC 23-104 Motion: To approve the Statement of Review.
Moved by: Miedema UNANIMOUS

SUBJECT: ACCOUNTS PAYABLE FOR JULY 3, 2023 THROUGH JULY 21, 2023

FC 23-105 Motion: To approve the general claims in the amount of \$12,574,881.34 as presented by the summary report for July 3, 2023 through July 21, 2023.
Moved by: Belknap

The motion passed by the following votes: Yeas: Joe Moss, Roger Bergman, Doug Zylstra, Jacob Bonnema, Allison Miedema, Rebekah Curran, Lucy Ebel, Roger Belknap, Sylvia Rhodea, Gretchen Cosby. (10)

SUBJECT: CONTRACT TO PROVIDE ASSESSING SERVICES

FC 23-106 Motion: To approve and forward to the Board of Commissioners the contract to provide Assessing Services for Blendon Township.
Moved by: Moss

The motion passed by the following votes: Yeas: Jacob Bonnema, Lucy Ebel, Roger Bergman, Allison Miedema, Joe Moss, Sylvia Rhodea, Rebekah Curran, Doug Zylstra, Roger Belknap, Gretchen Cosby. (10)

SUBJECT: WASTE REMOVAL AND RECYCLING SERVICES CONTRACT

FC 23-107 Motion: To approve and forward to the Board of Commissioners the contract for waste removal and recycling services.
Moved by: Belknap

The motion passed by the following votes: Yeas: Roger Belknap, Rebekah Curran, Allison Miedema, Joe Moss, Doug Zylstra, Roger Bergman, Jacob Bonnema, Sylvia Rhodea, Lucy Ebel, Gretchen Cosby. (10)

SUBJECT: SOCIAL MEDIA MENTAL HEALTH CAMPAIGN

FC 23-108 Motion: To approve and forward to the Board of Commissioners a contract with Grit Digital Health for an advertising campaign targeting mental health issues.
Moved by: Bergman

The motion failed by the following votes: Nays: Roger Belknap, Joe Moss, Rebekah Curran, Sylvia Rhodea, Allison Miedema, Jacob Bonnema, Gretchen Cosby. (7)

Yeas: Roger Bergman, Doug Zylstra, Lucy Ebel (3)

SUBJECT: FULL FAITH AND CREDIT PLEDGES FOR DRAIN NOTES AND BONDS

FC 23-109 Motion: To approve and forward to the Board of Commissioners a resolution pledging the county's full faith and credit to a drain note or bond.
Moved by: Bergman

The motion passed by the following votes: Yeas: Doug Zylstra, Roger Bergman, Lucy Ebel, Roger Belknap, Joe Moss, Allison Miedema, Jacob Bonnema, Sylvia Rhodea, Rebekah Curran, Gretchen Cosby. (10)

SUBJECT: SETTING OF PUBLIC HEARING ON THE 2024 OTTAWA COUNTY BUDGET

FC 23-110 Motion: To recommend to the Board of Commissioners to set a public hearing on the 2024 Ottawa County Budget for September 12, 2023 to be held in the Ottawa County Board Room, 12220 Fillmore Street, West Olive at 9:00 am.
Moved by: Bergman

The motion passed by the following votes: Yeas: Lucy Ebel, Joe Moss, Allison Miedema, Rebekah Curran, Sylvia Rhodea, Doug Zylstra, Roger Belknap, Jacob Bonnema, Roger Bergman, Gretchen Cosby. (10)

SUBJECT: FY2023 BUDGET ADJUSTMENTS

FC 23-111 Motion: To approve and forward to the Board of Commissioners the 2023 budget adjustments per the attached schedule.
Moved by: Bergman

The motion passed by the following votes: Yeas: Rebekah Curran, Doug Zylstra, Roger Belknap, Sylvia Rhodea, Allison Miedema, Lucy Ebel, Roger Bergman, Jacob Bonnema, Joe Moss, Gretchen Cosby. (10)

SUBJECT: COMMITTEE REPORTS

1. Treasurer's Financial Month End Update- Amanda Price, Ottawa County Treasurer, presented the Treasurer's Financial Month End update.
2. FY2024 Budget Proposal-Karen Karasinski gave an overview of the proposed 2024 budget.

SUBJECT: PUBLIC COMMENT

1. Bob Spaman-Blendon Township
2. Karen Karasinski-Fiscal Services Director
3. Brian Busscher-Equalization Director
4. Amanda Price-County Treasurer
5. Adrea Hill-Holland Township
6. Lori Grasman-Robinson Township

SUBJECT: ADJOURNMENT

The chairperson called for adjournment at 11:12 a.m.

FINANCE AND ADMINISTRATION COMMITTEE SPECIAL WORK SESSION

Proposed Minutes

DATE: August 21, 2023

TIME: 11:00 a.m.

PLACE: Fillmore Street Complex

PRESENT: Gretchen Cosby, Lucy Ebel, Doug Zylstra, Jacob Bonnema, Joe Moss, Rebekah Curran, Sylvia Rhodea, Roger Belknap, Roger Bergman, and Allison Miedema (10)

SUBJECT: PUBLIC COMMENT

1. Bob Spaman-Blendon Township
2. Heather Kors-Holland
3. Dan Zimmer-Port Sheldon Township

SUBJECT: APPROVAL OF AGENDA

FC 23-113 Motion: To approve the agenda of today.
Moved by: Moss UNANIMOUS

SUBJECT: CONSENT RESOLUTIONS

FC 23-114 Motion: To approve the minutes from the August 10, 2023, Finance and Administration Special Work Session.
Moved by: Miedema UNANIMOUS

SUBJECT: AGENDA AND ACTION REQUESTS

None.

SUBJECT: COMMITTEE REPORTS

1. Review and Discussion of the Proposed FY2024 County Budget- Chairperson Cosby explained that they will have a recap of the first work session and get updates on the six items they discussed. 1. Creation of a Veterans Department in Ottawa County- Administrator Gibbs gave this update. Commissioner Rhodea explained the services that she has found that Ottawa County is lacking in offering. 2. Update Corporation Counsel budget to match the current hours needed- Karen Karasinski updated that they will be adding \$55,000 to this budget. 3. Grant funds that the County is receiving- there are no new updates on this. 4. County Building Usage- Blake Upright believes that there are ways to make better use of our buildings. This may require the development of best practices for departments to follow. 5. Budgeted positions vs. hired positions- Administrator Gibbs updated that he reached out to HR and the departments regarding roughly 10 positions that have been posted over 6 months. They were able to

establish 3 positions that have not been filled that can be eliminated. 6. Approximate budget reduction of 5% across the board by Departments- Administrator Gibbs gave an update on this. He wasn't sure that this was possible with the time crunch of FY2024 budget. He would like to investigate this for the FY2025 budget.

New discussion items- 1. Optimizing the Public Health budget and bringing the general fund allocation back to what it was historically-\$2.5 million. 2. Clerk's budget- ERIC system costs and what line item that would come out of, and if watermarked ballots were budgeted for and what line item. 3. Review of County Membership.

Commissioner Zylstra would like to discuss and look into the increase to the Administrator's Office budget.

SUBJECT: PUBLIC COMMENT

1. David Barnosky-Port Sheldon Township
2. Kim Nagy-Georgetown Township
3. Adrea Hill-Holland Township
4. Bob Spaman-Blendon Township
5. Lori Grasman-Robinson Township
6. Janet Martin-Georgetown Township
7. Heather Kors-Holland
8. Dan Zimmer-Port Sheldon Township

SUBJECT: ADJOURNMENT

The chairperson called for adjournment at 12:22 p.m.

Action Request



Committee: Finance and Administration Committee

Meeting Date: 09/05/2023

Requesting Department: Human Resources

Submitted By: Stephanie Roelofs

Agenda Item: Statement of Review

Suggested Motion:

To approve the Statement of Review.

Summary of Request:

Mileage payments to Commissioners per the Commissioners' Mileage Policy.

Financial Information:

Total Cost: \$1,105.13	General Fund Cost: \$1,105.13	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date:

Commissioner Mileage Voucher

To: Roger Belknap

Date: August 16 2023

Address: _____

Dept: 10111501 860000

City: _____

State: _____

Zip: _____

Date	Description	Miles	Current Rate	Amount
July 11 2023	Board of Commissioners Meeting - Fillmore Complex	22.00	\$0.655	\$14.41
July 18 2023	Health & Human Services/Planning & Policy/Finance & Admin Committee Meetings - Fillmore Complex	22.00	\$0.655	\$14.41
July 20 2023	Brownfield Redevelopment Authority Board Meeting - Fillmore Complex	22.00	\$0.655	\$14.41
July 25 2023	Board of Commissioners Meeting - Fillmore Complex	22.00	\$0.655	\$14.41
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
Total Mileage:		88.00	\$0.655	\$57.64

Commissioner Mileage Voucher

To: Roger Bergman

Date: August 31 2023

Address: _____

Dept: 10111501 860000

City: _____

State: _____

Zip: _____

Date	Description	Miles	Current Rate	Amount
August 1 2023	finance	28.00	\$0.655	\$18.34
August 8 2023	commission meeting	28.00	\$0.655	\$18.34
August 10 2023	chamber event	6.00	\$0.655	\$3.93
August 14 2023	sprin lake lake board	6.00	\$0.655	\$3.93
August 21 2023	finance	28.00	\$0.655	\$18.34
August 22 2023	commission meeting	28.00	\$0.655	\$18.34
August 24 2023	WHTC	42.00	\$0.655	\$27.51
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
Total Mileage:		166.00	\$0.655	\$108.73

Commissioner Mileage Voucher

To: Gretchen Cosby

Date:

July 30 2023

Address: _____

Dept:

10111501 860000

City: _____

State: _____

Zip: _____

Date	Description	Miles	Current Rate	Amount
July 11 2023	Board of Commissioners Meeting	23.00	\$0.655	\$15.07
July 13 2023	Finance and Administration Committee Meeting	23.00	\$0.655	\$15.07
July 13 2023	Policy Review Meeting	23.00	\$0.655	\$15.07
July 18 2023	Health and Human Services Committee Meeting	23.00	\$0.655	\$15.07
July 24 2023	CMH Board Meeting	15.00	\$0.655	\$9.83
July 25 2023	Board of Commissioners Meeting	23.00	\$0.655	\$15.07
July 27 2023	Talent and Recruitment Committee Meeting	23.00	\$0.655	\$15.07
			\$0.655	\$0.00
			\$0.655	\$0.00
			\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
Total Mileage:		153.00	\$0.655	\$100.22

Commissioner Mileage Voucher

To: Gretchen Cosby

Date:

August 31 2023

Address: _____

Dept:

10111501 860000

City: _____

State: _____

Zip: _____

Date	Description	Miles	Current Rate	Amount
August 1 2023	Planning and Policy Committee Meeting	23.00	\$0.655	\$15.07
August 8 2023	Board of Commissioners Meeting	23.00	\$0.655	\$15.07
August 10 2023	Finance and Administration Committee Meeting	23.00	\$0.655	\$15.07
August 15 2023	Talent and Recruitment Committee Meeting	23.00	\$0.655	\$15.07
August 15 2023	Agriculture Bus Tour	34.00	\$0.655	\$22.27
August 18 2023	Legislative Meeting	23.00	\$0.655	\$15.07
August 21 2023	Finance and Administration Work Session	23.00	\$0.655	\$15.07
August 22 2023	Board of Commissioners Meeting	23.00	\$0.655	\$15.07
August 28 2023	CMHOC Board Meeting	15.00	\$0.655	\$9.83
August 28 2023	Meeting with Constituent	10.00	\$0.655	\$6.55
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
Total Mileage:		220.00	\$0.655	\$144.10

Commissioner Mileage Voucher

To: Lucy Ebel

Date:

August 31 2023

Address: _____

Dept:

10111501 860000

City: _____

State: _____

Zip: _____

Date	Description	Miles	Current Rate	Amount
August 1 2023	Planning and Policy Committee	19.00	\$0.655	\$12.45
August 8 2023	Board of Commissioners	19.00	\$0.655	\$12.45
August 10 2023	Finance and Administration Work Session	19.00	\$0.655	\$12.45
August 14 2023	OCIA Meeting	19.00	\$0.655	\$12.45
August 14 2023	WWAA Meeting	14.80	\$0.655	\$9.69
August 15 2023	Talent and Recruitment	19.00	\$0.655	\$12.45
August 15 2023	Ottawas County Farm Bureau Farm Tour	26.00	\$0.655	\$17.03
August 21 2023	Finance and Administration Work Session	19.00	\$0.655	\$12.45
August 22 2023	Board of Commissioners Meeting	19.00	\$0.655	\$12.45
August 26 2023	Constituents meeting	11.00	\$0.655	\$7.21
August 28 2023	OCCMH meeting	4.20	\$0.655	\$2.75
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
Total Mileage:		189.00	\$0.655	\$123.80

Commissioner Mileage Voucher

To: Allison Miedema

Date:

August 21 2023

Address: _____

Dept:

10111501 860000

City: _____

State: _____

Zip: _____

Date	Description	Miles	Current Rate	Amount
August 1 2023	Planning and Policy Committee Meeting; Finance & Administration meeting	30.00	\$0.655	\$19.65
August 2 2023	Agriculture Preservation Board meeting; AV updates meeting	30.00	\$0.655	\$19.65
August 3 2023	Ottawa County Farm Bureau Summer Picnic-Drenthe Ballpark	28.00	\$0.655	\$18.34
August 8 2023	Board of Commissioners meeting; Planning and Policy meeting	30.00	\$0.655	\$19.65
August 8 2023	Tallmadge Township Board meeting	4.20	\$0.655	\$2.75
August 10 2023	Special Finance Session; Broadband meeting; Parks meeting	30.00	\$0.655	\$19.65
August 14 2023	City of Coopersville meeting	16.40	\$0.655	\$10.74
August 15 2023	Talent and Recruitment meeting	30.00	\$0.655	\$19.65
August 15 2023	Agriculture Bus Tour - Red Shed	15.60	\$0.655	\$10.22
August 16 2023	City of Coopersville Leaders meeting meet and greet - Farm Museum	22.00	\$0.655	\$14.41
August 17 2023	Cultivating Resilience Annual Conference: Noordeloos CRC	42.00	\$0.655	\$27.51
August 21 2023	Special Finance Session	30.00	\$0.655	\$19.65
August 22 2023	Board of Commissioners Meeting	30.00	\$0.655	\$19.65
August 23 2023	Parks and Recreation meeting	30.00	\$0.655	\$19.65
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
Total Mileage:		368.20	\$0.655	\$241.17

Commissioner Mileage Voucher

To: Joe Moss

Date:

August 28 2023

Address: _____

Dept:

10111501 860000

City: _____

State: _____

Zip: _____

Date	Description	Miles	Current Rate	Amount
August 1 2023	Planning and Policy Committee Meeting	32.00	\$0.655	\$20.96
August 2 2023	Plat Board Meetings 10102470 860000	32.00	\$0.655	\$20.96
August 3 2023	Ottawa County Farm Bureau Picnic	29.00	\$0.655	\$19.00
August 7, 2023	Elected Official Meeting	32.00	\$0.655	\$20.96
August 8 2023	Board of Commissioners Meeting	32.00	\$0.655	\$20.96
August 10 2023	Finance and Administration Special Work Session	32.00	\$0.655	\$20.96
August 14 2023	MDOT Presentation	32.00	\$0.655	\$20.96
August 15 2023	Talent and Recruitment Committee Meeting	32.00	\$0.655	\$20.96
August 16 2023	Plat Board Meetings 10102470 860000	32.00	\$0.655	\$20.96
August 17 2023	Budgeting & Planning Onsite Demo	32.00	\$0.655	\$20.96
August 21, 2023	Finance and Administration Special Work Session	32.00	\$0.655	\$20.96
August 22 2023	Board of Commissioners Meeting	32.00	\$0.655	\$20.96
August 24 2023	Meeting at Fillmore Complex	32.00	\$0.655	\$20.96
		0.00	\$0.655	\$0.00
		0.00	\$0.655	\$0.00
			\$0.655	\$0.00
Total Mileage:		413.00	\$0.655	\$270.52

Commissioner Mileage Voucher

To: Douglas R. Zylstra

Date: July 1 2023

Address: _____

Dept: 10111501 860000

City: _____

State: _____

Zip: _____

Date	Description	Miles	Current Rate	Amount
July 11 2023	Board of Commissioners Meeting	30.00	\$0.655	\$19.65
July 18 2023	Committee Meetings	30.00	\$0.655	\$19.65
July 25 2023	Board of Commissioners Meeting	30.00	\$0.655	\$19.65
			\$0.655	\$0.00
			\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
	Pick From List		\$0.655	\$0.00
Total Mileage:		90.00	\$0.655	\$58.95

Action Request



Committee: Finance and Administration Committee

Meeting Date: 09/05/2023

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Accounts Payable for July 24, 2023 through August 25, 2023.

Suggested Motion:

To approve the general claims in the amount of \$25,296,425.32 as presented by the summary report for July 24, 2023 through August 25, 2023.

Summary of Request:

Approve vendor payments in accordance with the Ottawa County Purchasing Policy. See attached list of vendors paid.

Financial Information:

Total Cost: \$25,296,425.32	General Fund Cost: \$1,355,834.37	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective: Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

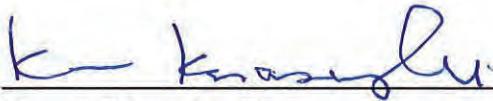
Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date: _____ Board of Commissioners

Total CHECKS EFTs WIRES	
 Ottawa County <small>Where Freedom Rings</small>	Dates: July 24, 2023
	to August 25, 2023
	Total of all funds: \$25,296,425.32

I hereby certify that to the best of my knowledge the List of Audit Claims, a summary of which is attached, constitutes all claims received and audited for payment. The amount of claims to be approved totals:

\$25,296,425.32



Karen Karasinski
Fiscal Services Director

8-25-23

Date

We hereby certify that the Board of Commissioners has approved the claims on Tuesday, September 12, 2023

Joe Moss, Chairperson
Board of Commissioners

Justin Roebuck
Clerk/Register of Deeds

Total CHECKS | EFTs | WIRES



Dates: July 24, 2023
to August 25, 2023

Total of all funds: **\$25,296,425.32**

703	TAX COLLECTION CUSTODIAL FUND	\$11,187,970.44
222	MENTAL HEALTH FUND	\$4,807,906.39
469	BLDG AUTHORITY CONST PROJ FUND	\$1,916,299.33
681	RETIREMENT BENEFITS FUND	\$1,505,775.09
101	GENERAL FUND	\$1,355,834.37
675	EMPLOYEE BENEFITS FUND	\$1,085,258.05
408	PARKS CAPITAL PROJECTS FUND	\$383,656.77
701	GEN CUSTODIAL FUND	\$351,770.83
223	MENTAL HEALTH MILLAGE FUND	\$351,342.28
401	CAPITAL PROJECTS FUND	\$280,031.42
664	EQUIPMENT POOL FUND	\$243,155.81
801	DRAINS SPECIAL REV FUND	\$232,193.29
100	GF IMPREST PAYROLL FUND	\$232,130.24
221	HEALTH FUND	\$187,036.86
636	INNOVATION AND TECHNOLOGY FUND	\$178,960.82
218	OTHER GOVERNMENTAL GRANTS FUND	\$133,747.88
710	DISTRICT COURT CUSTODIAL FUND	\$129,932.62
266	SHERIFF CONTRACTS FUND	\$106,466.30
208	PARKS AND RECREATION FUND	\$101,579.86
292	CHILD CARE FUND	\$99,104.02
712	CIRCUIT COURT CUSTODIAL FUND	\$57,793.70
106	BOARD INITIATIVES FUND	\$51,838.50
260	PUBLIC DEFENDERS OFFICE FUND	\$49,952.21
228	LANDFILL TIPPING FEES FUND	\$41,921.22
736	OPEB TRUST FUND	\$37,567.90

Total CHECKS | EFTs | WIRES



Dates: July 24, 2023
to August 25, 2023

Total of all funds: **\$25,296,425.32**

244	ECONOMIC DEVELOPMENT CORP FUND	\$0.00
262	FEDERAL FORFEITURE FUND	\$0.00
284	OPIOID SETTLEMENT FUND	\$0.00
286	AMERICAN RESCUE PLAN ACT FUND	\$0.00
301	DEBT SERVICE FUND	\$0.00
365	PUBLIC UTILITY BOND & INT FUND	\$0.00
465	PUBLIC UTILITY CONSTRUCT FUND	\$0.00
518	DELINQUENT TAX #2 FUND	\$0.00
536	LAND BANK AUTHORITY FUND	\$0.00
680	COMPENSATED ABSENCES FUND	\$0.00
714	INMATE CUSTODIAL FUND	\$0.00
721	LIBRARY PENAL FINE FUND	\$0.00
802	DRAIN REVOLVING FUND	\$0.00
804	DRAIN REVOLVING MAINT FUND	\$0.00
805	DRAINS CAPITAL PRJT FUND	\$0.00
851	DRAINS DEBT SERVICE FUND	\$0.00
871	PUBLIC UTLTY MNTCE & OPER FUND	\$0.00
872	INLAND LAKE IMPROVEMENT FUND	\$0.00

Total CHECKS | EFTs | WIRES

Dates: July 24, 2023
to August 25, 2023

Total of all funds: **\$25,296,425.32**

215	FRIEND OF THE COURT FUND	\$32,487.98
256	REG OF DEEDS AUTOMATION FUND	\$27,830.04
655	TELECOMMUNICATIONS FUND	\$26,671.18
516	DELINQUENT TAXES FUND	\$25,509.00
000	POOLED CASH FUND	\$20,539.43
711	PROBATE COURT CUSTODIAL FUND	\$16,166.12
679	LONGTERM DISABILITY FUND	\$9,287.07
290	DEPT HLTH HUMAN SERVICES FUND	\$9,205.09
677	GENERAL LIABILITY & WC FUND	\$4,066.10
709	JUV CRT CUSTODIAL FUND	\$3,984.89
234	FARMLAND PRESERVATION FUND	\$2,950.00
243	BROWNFIELD REDVLPMNT AUTH FUND	\$2,698.40
676	UNEMPLOYMENT FUND	\$2,550.00
255	HOMESTEAD PROPERTY TAX FUND	\$1,761.00
263	CONCEALED PISTOL LICENSE FUND	\$938.54
369	OC BUILDING AUTH DEBT FUND	\$500.00
645	COPIER RPLCMNT FUND	\$54.28
102	STABILIZATION FUND	\$0.00
103	CELL TOWERS FUND	\$0.00
104	SOLID WASTE CLEAN UP FUND	\$0.00
105	DB/DC CONVERSION	\$0.00
107	INFRASTRUCTURE FUND	\$0.00
151	CEMETERY TRUST FUND	\$0.00
201	ROAD COMMISSION FUND	\$0.00

**Accounts Payable Vendor Disbursements
July 24 - August 25, 2023**

VENDOR:	AMOUNT:
STATE OF MICHIGAN	\$ 11,607,724.24
GRANGER CONSTRUCTION COMPANY	\$ 1,895,459.14
MUNICIPAL EMPLOYEES RETIREMENT SYSTEM OF MICHIGAN	\$ 1,505,775.09
PRIORITY HEALTH	\$ 1,036,211.48
OTTAWA COUNTY MICHIGAN INSURANCE AUTHORITY	\$ 656,103.50
REFUNDS	\$ 347,765.99
HOPE NETWORK BEHAVIORAL HEALTH SERVICES	\$ 341,342.88
KNIGHT WATCH INC	\$ 309,606.69
APEX CONTRACTORS INC	\$ 303,300.00
MOKA CORPORATION	\$ 294,180.13
ENTERPRISE FM TRUST	\$ 276,094.15
BEACON SPECIALIZED LIVING SERVICES INC	\$ 273,116.08
HERITAGE H.O.M.E. INC.	\$ 266,917.28
HARBOR HOUSE MINISTRIES	\$ 231,344.04
PINE REST CHRISTIAN MENTAL HEALTH SERVICES	\$ 229,937.99
HOLLAND COMMUNITY HOSPITAL	\$ 188,955.30
HOPE DISCOVERY ABA SERVICES LLC	\$ 154,635.57
BENJAMIN'S HOPE	\$ 137,397.08
LUTHERAN SOCIAL SERVICES	\$ 121,248.01
JP MORGAN CHASE *(See Appendix A)	\$ 114,224.12
VITALCORE HEALTH STRATEGIES LLC	\$ 111,216.45
WAYPOINTS	\$ 96,273.39
REACH FOR RECOVERY INC	\$ 92,159.60
FOREST VIEW HOSPITAL	\$ 91,842.04
TURNING LEAF RESIDENTIAL REHABILITATION SVCS INC	\$ 84,263.64
COMMUNITY ALLIANCE	\$ 82,652.09
FLATROCK MANORS INC	\$ 81,455.60
EMPLOYEE ASSISTANCE CENTER	\$ 80,506.31
MOSAIC COUNSELING	\$ 80,250.00
BEAR RIVER HEALTH	\$ 78,147.70
DELTA DENTAL PLAN OF MICHIGAN	\$ 74,842.03
CANTEEN SERVICES INC	\$ 73,436.32
HEWLETT-PACKARD COMPANY	\$ 73,326.63
THE SALVATION ARMY TURNING POINT PROGRAMS	\$ 73,246.29
EQUITABLE LEARNING SOLUTIONS	\$ 72,514.51
LIGHTHOUSE AUTISM CENTER	\$ 72,032.45
PRO CARE UNLIMITED INC	\$ 65,615.55
ARBOR CIRCLE CORP	\$ 64,121.72

VENDOR:	AMOUNT:
CONSUMERS ENERGY COMPANY	\$ 62,334.36
PENDOGANI GL LLC	\$ 61,761.29
GT INDEPENDENCE	\$ 60,995.87
ESRI	\$ 59,619.00
PREFERRED EMPLOYMENT & LIVING SUPPORTS	\$ 59,184.95
BETHANY CHRISTIAN SERVICES OF MICHIGAN	\$ 57,429.13
INDIAN TRAILS CAMP INC	\$ 55,120.52
POSITIVE BEHAVIOR SUPPORTS CORPORATION	\$ 53,902.48
WEX BANK	\$ 53,434.72
DEVELOPMENTAL ENHANCEMENT PLC	\$ 53,340.36
GREATER OTTAWA COUNTY UNITED WAY INC	\$ 51,570.00
BS&A SOFTWARE	\$ 48,606.00
HAVENWYCK HOSPITAL	\$ 47,519.57
REVEL	\$ 44,766.67
EMPLOYEE REIMBURSEMENTS	\$ 41,863.04
ADIA LLC	\$ 39,900.00
KALLMAN LEGAL GROUP PLLC	\$ 39,645.00
CENTRIA HEALTHCARE LLC	\$ 36,655.89
AMANI LLC	\$ 35,815.23
REBOUND PHYSICAL AND OCCUPATIONAL THERAPY	\$ 35,240.92
ENVIRO CLEAN SERVICES INC	\$ 34,632.91
HOLLAND LITHO PRINTING SERVICE INC	\$ 33,874.18
HARBOR HUMANE SOCIETY	\$ 32,351.50
STUART T WILSON CPA PC	\$ 30,777.53
SPICER GROUP INC	\$ 29,706.75
PLM LAKE & LAND MANAGEMENT CORP	\$ 29,551.94
LAND AND RESOURCE ENGINEERING	\$ 29,491.48
RESTITUTION	\$ 29,467.38
METROPOLITAN LIFE INSURANCE COMPANY	\$ 29,379.09
FAHEY SCHULTZ BURZYCH RHODES PLC	\$ 29,300.31
TEAM LIFE INC	\$ 28,520.00
CITY OF GRAND HAVEN	\$ 28,483.28
DEWPOINT INC	\$ 28,396.00
WESTERN MICHIGAN PATHOLOGY	\$ 28,250.00
PIONEER RESOURCES INC	\$ 27,778.79
LA BENEDICTION CO LLC	\$ 27,499.79
TRAC	\$ 27,274.44
AMAZON CAPITAL SERVICES INC	\$ 27,202.45
ZAWADI USA LLC	\$ 26,704.64
HOLLAND BOARD OF PUBLIC WORKS	\$ 26,635.67
LOCUMTENENS.COM LLC	\$ 26,022.24
WEB TECS INC	\$ 25,922.00

VENDOR:	AMOUNT:
SECOND STORY COUSELING	\$ 25,541.91
COMMUNITY HEALING CENTERS	\$ 24,945.62
ENG INC	\$ 24,736.25
MOMENTUM CENTER	\$ 24,233.33
JOHNSON CONTROLS INC	\$ 23,893.35
ACORN HEALTH OF MICHIGAN LLC	\$ 23,704.07
ENRICHED LIVING	\$ 23,420.38
WESTERN MICHIGAN TREATMENT CENTER	\$ 23,292.67
RELIANCE COMMUNITY CARE PARTNERS	\$ 23,288.60
VIRIDIS DESIGN GROUP	\$ 22,310.00
OTTAWA COUNTY ROAD COMMISSION	\$ 21,747.66
VONK AFC	\$ 21,049.78
MICHIGAN ASSOCIATION OF COUNTIES	\$ 20,701.97
LATITUDE GEOGRAPHICS	\$ 20,589.00
OTTAWA COUNTY INFINISOURCE FLEX	\$ 20,539.43
DLZ MICHIGAN INC	\$ 20,431.53
NETWORK 180	\$ 20,169.11
APPLIED BEHAVIORAL SCIENCE INSTITUTION LLC	\$ 20,159.57
LAURA M. ESESE	\$ 19,129.00
TYLER TECHNOLOGIES INC	\$ 19,000.00
SHI INTERNATIONAL CORP	\$ 18,900.00
CHILDREN'S ADVOCACY CENTER	\$ 18,333.34
STONECREST CENTER	\$ 18,012.50
LOVE YOUR NEIGHBOR	\$ 18,000.00
HOPE LOVE AND GRACE	\$ 17,546.50
HOPE NETWORK REHABILITATION SERVICES	\$ 17,393.54
LANDSCAPE DESIGN SERVICES INC	\$ 17,207.57
BUSSCHER DEVELOPMENT INC	\$ 16,700.00
STILLSON CTH	\$ 16,403.60
ALLEGAN COUNTY DRAIN COMMISSIONER	\$ 15,876.83
REPUBLIC SERVICES INC	\$ 15,474.32
PT SOLUTIONS INC	\$ 14,812.47
THERMO FISHER SCIENTIFIC	\$ 14,670.60
PREIN & NEWHOF	\$ 14,522.60
ROCHELLE RAWLINGS	\$ 14,052.93
RANDALL G MEYER EXCAVATING	\$ 14,039.87
CSM SERENITY	\$ 13,821.99
VERIZON WIRELESS SERVICES	\$ 12,919.24
ST JOHN'S HEALTH CARE PC	\$ 12,857.34
CRISIS PREVENTION INSTITUTE INC	\$ 12,648.00
FULL CIRCLE CARE LLC	\$ 12,215.14
NICHOLS	\$ 11,797.92

VENDOR:	AMOUNT:
OTTAWA ISD, CAREERLINE TECH CENTER,	\$ 11,750.00
DEAN CTH	\$ 11,535.72
EQ THE ENVIRONMENTAL QUALITY COMPANY	\$ 11,234.62
FIDELITY SECURITY LIFE INSURANCE COMPANY	\$ 11,176.14
PROGRESSIVE AE INC	\$ 11,000.00
SUCCESS CARE LLC	\$ 11,000.00
FIDLAR TECHNOLOGIES	\$ 11,000.00
LYDIA'S HOUSE	\$ 10,727.86
PITNEY BOWES INC	\$ 10,563.97
OUR HOPE ASSOCIATION	\$ 10,347.15
FAMILY IDEPENDENCE AGENCY STATE DIS	\$ 10,310.92
ON DUTY GEAR LLC	\$ 10,295.66
GEORGETOWN SENIORS	\$ 10,153.00
YELLOW ROSE TRANSPORT	\$ 10,079.61
WOLVERINE POWER SYSTEMS	\$ 9,965.62
BUILDING MEN FOR LIFE	\$ 9,926.26
RANDY SCHOLMA BUILDER	\$ 9,886.51
TITLE-CHECK LLC	\$ 9,603.00
BAY POINTE APARTMENTS	\$ 9,543.00
PASSPORT LABS INC	\$ 9,383.54
BRAIN TREE MANAGEMENT INC	\$ 9,365.72
RTH SERVICES LLC	\$ 9,343.08
NORTH KENT GUIDANCE SERVICES LLC	\$ 9,196.25
FRITS HARTGERS	\$ 9,194.29
PROTOCOL SERVICES INC	\$ 9,152.16
OTTAWA COUNTY DEPUTIES ASSOCIATION	\$ 9,125.73
HVG MILL PINE ASSOCIATES LLC	\$ 9,036.00
CITY OF HOLLAND	\$ 9,005.12
MCSA GROUP INC	\$ 8,765.00
MANDI MARTINI	\$ 8,554.05
SALE'S HEATING COOLING & REFRIGERATION INC	\$ 8,503.00
CHERI LYNN WYNSMA	\$ 8,104.33
HANSMA HOME	\$ 8,090.99
HOLLAND DROP IN CENTER	\$ 8,045.41
AMY JO BRECKON	\$ 8,018.00
HERNANDEZ HOME LLC	\$ 8,001.10
GOVERNMENTAL CONSULTANT SERVICES INC	\$ 8,000.00
DORIS MARGARET DEPREE	\$ 7,986.00
CORNERSTONE AFC LLC	\$ 7,959.25
HOLLAND CHARTER TOWNSHIP	\$ 7,904.79
SEMCO ENERGY GAS COMPANY	\$ 7,881.69
VANVOLKINBURG BUILDERS LLC	\$ 7,812.00

VENDOR:	AMOUNT:
BENTON'S AFC FACILITY	\$ 7,750.00
GIDDINGS AFC II	\$ 7,595.00
ACTION INDUSTRIAL SUPPLY COMPANY	\$ 7,508.00
RELIABLE HEATING AND COOLING LLC	\$ 7,470.00
HORIA NEAGOS ESQ	\$ 7,407.00
DELL COMPUTER CORP	\$ 7,387.29
WEST, A THOMSON REUTERS BUSINESS	\$ 7,372.51
CUNNINGHAM DALMAN PC	\$ 7,321.70
JURORS	\$ 7,291.49
WILSON & WYNN INTERVENTIONS, PLC	\$ 7,224.95
CLASSIC REMODELING	\$ 7,000.00
PHOENIX CREMATORY SERVICE	\$ 6,975.00
BVW PROPERTY MANAGEMENT LLC	\$ 6,956.00
AFLAC GROUP INSURANCE	\$ 6,765.39
STRONG AFC	\$ 6,742.33
WEST MICHIGAN PSYCHOLOGICAL SERVICE	\$ 6,666.46
WEST MICHIGAN PROPERTY MANAGEMENT	\$ 6,578.00
GIDDINGS AFC HOMES, LLC	\$ 6,510.00
FIRESIDE AFC HOME	\$ 6,495.58
YELLOW LIME CREATIVE	\$ 6,465.70
PETERSEN RESEARCH CONSULTANTS	\$ 6,450.00
SCHIELE AFC	\$ 6,410.74
FALCON WOODS	\$ 6,384.00
BRADLEY R JOHNSON ATTORNEY AT LAW	\$ 6,316.21
NANCI LYNNE LUBINSKI	\$ 6,193.46
HEALTHSOURCE SAGINAW INC	\$ 6,053.53
SENTINEL TECHNOLOGIES INC	\$ 5,901.82
OTTAWA COUNTY CENTRAL DISPATCH	\$ 5,858.96
BARBIER LAW OFFICES PLC	\$ 5,795.00
GRAYSON ENTERPRISE LLC	\$ 5,767.86
CRISTINA R BASMAYOR	\$ 5,767.86
BRAINS	\$ 5,702.50
AT&T CORP	\$ 5,612.88
GOPHER EXPRESS COURIER SERVICE INC	\$ 5,571.00
BRG MANAGEMENT LLC	\$ 5,447.00
ALTA INDUSTRIAL EQUIPMENT MICHIGAN LLC	\$ 5,390.29
OFFICE DEPOT BUSINESS SOLUTIONS	\$ 5,316.13
OTTAWA COUNTY DEPUTY SHERIFF ASSOCIATION	\$ 5,233.68
QUALITY LAKESHORE LANDSCAPE LLC	\$ 5,104.94
COMMUNITY LIVING SERVICES INC	\$ 5,060.00
MGT OF AMERICA LLC	\$ 5,047.00
LEVEL 7 PERSONAL DEVELOPMENT LLC	\$ 5,015.00

VENDOR:	AMOUNT:
THE MUELLER LAW GROUP	\$ 5,004.61
ST FRANCIS DE SALES PARISH-HOLLAND	\$ 5,000.00
ESCAPE YFGK	\$ 5,000.00
FOX COUNSELING SERVICES LLC	\$ 4,943.53
DAVID'S HOUSE MINISTRIES	\$ 4,929.90
THE GRAND RAPIDS RED PROJECT	\$ 4,910.00
HARBOR OAKS HOSPITAL	\$ 4,900.00
CATALIS COURTS & LAND RECORDS	\$ 4,900.00
WEDGWOOD CHRISTIAN SERVICES	\$ 4,699.55
TRIANGLE WINDOW FASHIONS INC	\$ 4,697.00
RECOVERY ROAD LLC	\$ 4,576.50
THERACOM INC	\$ 4,516.33
LIFE EMS INC	\$ 4,500.49
IKAZE HOME	\$ 4,472.49
MICHAEL A SPOELMAN	\$ 4,450.00
HOPE NETWORK CENTER FOR RECOVERY	\$ 4,416.00
MRG-TRANSLATIONS	\$ 4,225.00
CEDAR CREEK I AND CEDAR CREEK II	\$ 4,201.43
THE REGENTS OF THE UNIVERSITY OF MICHIGAN	\$ 4,135.00
SEDGWICK CLAIMS MANAGEMENT SERVICES INC	\$ 4,066.10
CHARTER COMMUNICATIONS	\$ 4,054.28
THE TRANE COMPANY	\$ 4,041.00
PLAK SMACKER	\$ 4,003.32
JEFFREY WENDT PHD PC	\$ 4,000.00
DAVID B KORTERING LAW OFFICE	\$ 4,000.00
WATKINS PHARMACY & SURGICAL SUPPLY CO	\$ 3,887.30
EASTPORT VILLAGE CARE HOME LLC	\$ 3,825.00
LIAISON LINGUISTICS LLC	\$ 3,787.00
GOODWILL INDUSTRIES OF WEST MICHIGAN INC	\$ 3,785.49
MERLE BOES INC	\$ 3,761.67
VICKI M. VARGO	\$ 3,744.00
KERKSTRA SEPTIC TANK CLEANING	\$ 3,665.00
TIM'S TOWING	\$ 3,628.00
SOCIAL SERVICE RESOURCES LLC	\$ 3,537.24
HOPE NETWORK WEST MICHIGAN	\$ 3,524.68
DOCTORS BEHAVIORAL HOSPITAL LLC	\$ 3,472.00
MEDIATION SERVICES	\$ 3,450.00
SCHEUERLE & ZITTA LLP	\$ 3,434.07
ZOHO CORPORATION	\$ 3,345.00
GEORGETOWN TOWNSHIP	\$ 3,248.87
UNIVERSITY TRANSLATORS SERVICES LLC	\$ 3,221.76
INTERPHASE OFFICE INTERIORS INC	\$ 3,195.18

VENDOR:	AMOUNT:
COUNTY OF OTTAWA	\$ 3,129.46
LAW OFFICE OF ROMAN J. TYSZKIEWICZ	\$ 3,101.57
SOUTHWEST MICHIGAN COMMUNITY ACTION AGENCY	\$ 3,061.80
KUSTOM SIGNALS INC	\$ 3,028.00
HOLLAND AREA ARTS COUNCIL	\$ 3,018.00
KAJOVID PROPERTIES LLC	\$ 3,000.00
HUDSONVILLE TOWING	\$ 2,956.00
LANGUAGELINE SOLUTIONS	\$ 2,954.48
PEOPLES COMPANY OF INDIANOLA	\$ 2,950.00
MIKA MEYERS BECKETT & JONES PLC	\$ 2,950.00
COMMUNITY LIVING OPTIONS	\$ 2,900.04
ACCELA INC	\$ 2,890.32
COLESPEAKS LLC	\$ 2,880.00
ARBOR SOLUTIONS INC	\$ 2,812.50
J&S FARMS LLC	\$ 2,735.00
CUSTOM SERVICE PRINTERS INC	\$ 2,528.00
BENS RUBBER STAMPS & LASER WORKS INC	\$ 2,502.14
PUBLIC HEALTH MANAGEMENT CORPORATION	\$ 2,500.00
THE SMITH LAW FIRM PLLC	\$ 2,499.29
ACTIV CERBERUS HOLDINGS LLC	\$ 2,499.00
COLEMANZ AFC	\$ 2,483.32
BIZSTREAM	\$ 2,450.00
FIDELITY LANGUAGE RESOURCES LLC	\$ 2,422.38
ROMEYN'S SERVICE INC	\$ 2,416.00
PATTERSON DENTAL SUPPLY INC	\$ 2,407.39
SUNSHINE PROPERTIES	\$ 2,357.00
SBC LONG DISTANCE LLC-D/B/A AT&T	\$ 2,353.53
MCGILLEYS EXCAVATING LLC	\$ 2,350.00
PLATINUM LIVING LLC	\$ 2,341.43
PINE RIDGE ASSISTED LIVING FACILITY	\$ 2,341.43
SOUTHWEST AFC LLC	\$ 2,341.43
WHITE CRANE HOME AFC	\$ 2,341.43
NETSMART TECHNOLOGIES INC	\$ 2,307.09
BONNIE L THORNELL	\$ 2,262.00
CASCADE APARTMENTS	\$ 2,224.00
CENTRAL TOWING	\$ 2,217.00
YOUNG MENS CHRISTIAN ASSOCIATION	\$ 2,150.00
NEGOV	\$ 2,139.00
AT&T MOBILITY NATIONAL ACCOUNTS LLC	\$ 2,106.13
GRAND HAVEN CHARTER TOWNSHIP	\$ 2,099.22
R&S NORTHEAST LLC	\$ 2,057.56
EXCEL SYSTEMS GROUP INC	\$ 2,049.60

VENDOR:	AMOUNT:
KERKSTRA PORTABLE RESTROOMS INC	\$ 2,005.00
STITCHTIME	\$ 2,000.00
BERGHUIS PSYCHOLOGICAL SERVICES PC	\$ 2,000.00
BLARNEY CASTLE OIL CO	\$ 1,994.04
MI REAL ESTATE MANAGEMENT LLC	\$ 1,950.00
VOICES FOR HEALTH INC	\$ 1,937.17
W AND M PROPERTY VENTURES LLC	\$ 1,899.00
MLIVE MEDIA GROUP	\$ 1,897.98
GREGORY S DEMANN	\$ 1,892.00
DICK'S TOWING & RECOVERY, INC	\$ 1,877.00
RIVER CREST SPECIALTY HOSPITAL LLC	\$ 1,872.00
INTEGRITY BUSINESS SOLUTIONS	\$ 1,865.46
EARLE PRESS	\$ 1,863.40
CRIMINAL DEFENSE ATTORNEYS OF MICHIGAN	\$ 1,860.00
GUIDEHOUSE INC	\$ 1,838.50
CASE MANAGEMENT OF MICHIGAN INC	\$ 1,803.36
MAGNETIC NORTH CONSULTING SERVICES INC	\$ 1,800.00
LAW OFFICES OF RAYMOND A PURDY PLLC	\$ 1,793.90
OTTAWA COUNTY SHERIFF COMMAND OFFICERS ASSOCIATION	\$ 1,785.00
MICRGRAPHICS PRINTING INC	\$ 1,784.00
TOTAL COURT SERVICES	\$ 1,757.00
CITY OF ZEELAND	\$ 1,753.24
GH NORTH SHORE APARTMENT OWNERS LLC	\$ 1,740.00
HIDDEN DUNES APARTMENT OWNERS II LLC	\$ 1,722.00
CONTRACT LOGIX LLC	\$ 1,720.00
CRAIG A JENISON	\$ 1,707.68
RAMA PROPERTIES LLC	\$ 1,688.00
MATTHEW BENDER & COMPANY INC	\$ 1,682.24
RONALD UPRIGHT	\$ 1,680.00
PREST & ASSOCIATES LLC	\$ 1,652.00
GARY BATTAGLIA	\$ 1,650.00
CHARM-TEX INC	\$ 1,643.50
4IMPRINT INC	\$ 1,628.46
HART INTERCIVIC	\$ 1,605.00
MICHIGAN PATHOLOGY SPECIALISTS PC	\$ 1,603.81
NEUROBEHAVIORAL HOSPITAL LLC	\$ 1,600.00
MHP - HACKLEY CAMPUS	\$ 1,600.00
ILS NATIONAL	\$ 1,600.00
JPR MARINE LLC	\$ 1,596.62
DIVERSIFIED COMMUNICATIONS	\$ 1,595.00
KIESLER POLICE SUPPLY INC	\$ 1,573.73
VESTIGE GPS	\$ 1,559.48

VENDOR:	AMOUNT:
PHOENIX REFRIGERATION	\$ 1,519.58
THE PINNACLE CENTER LLC	\$ 1,500.00
MERCK SHARP & DOHME CORP	\$ 1,490.03
PEAK PERFORMERS INC	\$ 1,489.25
SHIRLEE B ACHTERHOF	\$ 1,482.00
HOM FLATS AT FELCH STREET	\$ 1,450.00
WISEMAN ENTERPRISES INC	\$ 1,426.35
UPDOX LLC	\$ 1,405.35
STEPHEN BOEREMA	\$ 1,382.00
COPY-TECH INC	\$ 1,364.68
ECOLAB INC	\$ 1,359.12
A & R INVESTMENTS LLC	\$ 1,340.00
TRAPPERS COVE APARTMENT OWNERS LLC	\$ 1,328.00
FILADELFO MARTINEZ	\$ 1,310.00
JAMIE PANCY	\$ 1,296.00
TOP TO BOTTOM CLEANING GROUP	\$ 1,260.35
WEST SHORE COUNSELING SERVICES LLC	\$ 1,231.25
D.A. BLODGETT ST JOHNS	\$ 1,224.75
GRAND HAVEN AREA PUBLIC SCHOOL	\$ 1,200.00
CAMFIL USA INC	\$ 1,198.66
WESTERN TEL-COM INC	\$ 1,196.00
LAKESHORE PROPERTY MANAGEMENT INC	\$ 1,186.00
RITE WAY PLUMBING & HEATING INC	\$ 1,184.00
CORNERSTONE REAL ESTATE MGMT LLC	\$ 1,154.00
WAVELAND PROPERTY MANAGEMENT LLC	\$ 1,140.00
TRUGREEN AND ACTION PEST CONTROL	\$ 1,127.13
LIFE THERAPEUTIC SOLUTIONS INC	\$ 1,127.10
JOSEPH KOZAKIEWICZ	\$ 1,100.00
HOSPITAL NETWORK HEALTHCARE SERVICES LLC	\$ 1,070.00
EDWARD C SWART	\$ 1,068.75
BRINKS INC	\$ 1,066.99
RAMON LUNA	\$ 1,045.00
CALDER CITY TAXI COMPANY	\$ 1,039.10
COUNTY OF ALLEGAN	\$ 1,034.00
JAYNE ASHLEY CARVER	\$ 1,015.02
T2 SYSTEMS CANADA INC	\$ 960.00
V QUEST PROPERTIES LLC	\$ 958.00
WILLIAMSBURG PROPERTY COMPANY	\$ 957.00
VICTORIA A BOUMAN	\$ 940.00
CITY OF FERRYSBURG	\$ 930.31
WEST MICHIGAN DOCUMENT SHREDDING LLC	\$ 906.00
BLACK RIVER RENTALS	\$ 904.00

VENDOR:	AMOUNT:
BARBARA FOLEY	\$ 900.60
ONE DAY NICHE	\$ 900.00
ZEELAND CHARTER TOWNSHIP	\$ 883.93
PLUMMER'S DISPOSAL SERVICE INC	\$ 880.00
OTTAWA LIMITED DIVIDEND HOUSING ASSOCIATION	\$ 873.00
JUANITA C BRIGGS	\$ 872.00
KWB STRATEGIES	\$ 855.00
ALLEGRA PRINT & IMAGING	\$ 851.45
SD INITIATIVES	\$ 840.00
COFESCO FIRE PROTECTION LLC	\$ 832.50
MACATAWA RESOURCE CENTER	\$ 824.60
GENOA HEALTHCARE LLC	\$ 824.32
THE WHARF MARINA	\$ 823.16
LAKESHORE LAW AND MEDIATION CENTER	\$ 810.00
ADECCO EMPLOYMENT SERVICES,ADECCO	\$ 800.65
EL INFORMADOR LLC	\$ 800.00
KAROLINE A GEORGIA	\$ 800.00
NUTRITION, HEALTH, FITNESS & SPORT GROUP LLC	\$ 797.50
CANTEEN REFRESHMENT SERVICES LLC	\$ 797.26
COMCAST SPOTLIGHT LP	\$ 796.40
WEST MICHIGAN TOWING	\$ 788.00
CAMP FISH TALES	\$ 762.00
CITY OF HUDSONVILLE	\$ 755.99
TURF PRO	\$ 750.00
NATIONAL ASSOCIATION FOR PUBLIC DEFENSE	\$ 750.00
EAGLE VILLAGE INC	\$ 750.00
JEANICE DAGHER-MARGOSIAN	\$ 749.00
ACTION CHEMICAL INC	\$ 744.90
RUSS MENCL	\$ 725.00
GRAND HAVEN TRIBUNE	\$ 717.79
STAPLES CONTRACT & COMMERCIAL LLC	\$ 716.32
CATHERINE L CURTIS	\$ 716.00
TELE-RAD INC	\$ 715.00
JUSTICE WORKS LLC	\$ 700.00
PODS ENTERPRISES LLC	\$ 696.00
JACO CIVIL PROCESS INC	\$ 693.22
PINE RIDGE BIBLE CAMP	\$ 686.50
UNITED PARCEL SERVICE INC	\$ 676.99
CITY OF COOPERSVILLE	\$ 674.37
DON E BURCH	\$ 662.05
TOWN & COUNTRY GROUP	\$ 659.60
CDW GOVERNMENT INC	\$ 655.52

VENDOR:	AMOUNT:
ZOOM VIDEO COMMUNICATIONS INC	\$ 639.68
LAZARUSMAN CONSULTING PLLC	\$ 600.00
EIGHT-FIFTEEN VENTURES	\$ 600.00
ISOLVED BENEFIT SERVICES	\$ 597.13
CONTROLNET LLC	\$ 582.00
MINER SUPPLY COMPANY INC	\$ 571.36
SARAH ELIZABETH SITZER	\$ 567.83
TIMOTHY A SLAIS ATTORNEY AT LAW PLLC	\$ 567.68
ANSWER UNITED	\$ 563.16
LAW OFFICE OF MARY K GOLDEN	\$ 561.79
GEI CONSULTANTS OF MICHIGAN PC	\$ 560.00
CLINTON EATON INGHAM COMMUNITY MENTAL HEALTH	\$ 524.44
AMY HAMMAN	\$ 515.00
LAKESIDE TOWING & RECOVERY LLC	\$ 501.00
DTE ENERGY COMPANY	\$ 500.96
US BANK TRUST COMPANY NATIONAL ASSOCIATION	\$ 500.00
ALLENDALE TOWING	\$ 500.00
CURTIS EQUIPMENT CO INC	\$ 499.51
ASSOCIATED LANGUAGE CONSULTANTS	\$ 495.00
MCDONALD PLUMBING	\$ 489.00
SHEILA DAY COUNSELING LLC	\$ 487.00
MICHIGAN FAMILY SUPPORT COUNCIL	\$ 480.00
PORT CITY CAB CO	\$ 475.00
MED-1 HOLLAND LLC	\$ 466.00
INTERCARE COMMUNITY HEALTH	\$ 458.34
JAMES DAVID WILSON III	\$ 454.48
CONTROL SOLUTIONS INC	\$ 452.00
ODC NETWORK	\$ 450.00
CHARLES L CLAPP	\$ 450.00
ALLISON SELNER	\$ 450.00
CISCO INC	\$ 448.05
OTTAWA COUNTY JUVENILE COURT EMPLOYEE	\$ 440.00
HENRY SCHEIN INC	\$ 436.28
DEX YP	\$ 435.40
FERRETTY	\$ 432.00
PARK TOWNSHIP	\$ 410.66
MACATAWA PLUMBING INC	\$ 403.97
CHANGE HEALTHCARE SOLUTIONS, LLC	\$ 400.00
KRISTAN A NEWHOUSE	\$ 400.00
HIGHER GROUND AT LAKE LOUISE	\$ 400.00
WITNESSES	\$ 393.77
INNOVATIVE MEDICAL EDUCATION LLC	\$ 390.00

VENDOR:	AMOUNT:
PADNOS	\$ 387.29
PLANET DDS LLC	\$ 385.20
ALLIANCE ANALYTICAL LABORATORIES	\$ 380.50
REVUE MAGAZINE	\$ 368.00
MIKALAN ROOFING INC	\$ 365.22
MICHIGAN ASSOCIATION OF DISTRICT COURT MAGISTRATES	\$ 350.00
PK ELECTRICAL LLC	\$ 349.47
MCKESSON MEDICAL-SURGICAL GOVERNMENTAL SOLUTIONS	\$ 348.14
CULLIGAN	\$ 339.26
CROWN LIFT TRUCKS	\$ 338.00
SPRINGHILL CAMPS	\$ 334.00
POLYMERIC FILM & BAGS INC	\$ 321.16
TRAFFIC & SAFETY CONTROL SYSTEMS INC	\$ 320.00
ROBERT VANDERZWAAG	\$ 311.95
TALLMADGE CHARTER TOWNSHIP	\$ 306.29
TRANSNATION TITLE AGENCY OF MICHIGAN	\$ 300.00
PATRICIA DEE	\$ 300.00
60TH DISTRICT COURT	\$ 300.00
MICHIGAN COUNTY SOCIAL SERVICES ASSOCIATION	\$ 295.00
OTTAWA COUNTY INSURANCE AUTHORITY	\$ 285.00
VILLAGE OF SPRING LAKE	\$ 276.67
PURCHASE POWER	\$ 273.10
JAMESTOWN CHARTER TOWNSHIP	\$ 267.33
MCKELLIPS & SONS INC	\$ 256.44
HEMOCUE INC	\$ 252.26
CURCIO LAW FIRM PLC	\$ 252.00
WOLTERS ELECTRIC INC	\$ 250.00
CXTEC INC	\$ 248.20
LINDE GAS & EQUIPMENT INC	\$ 246.97
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS	\$ 245.20
THE LAW OFFICE OF REID FELSING	\$ 244.95
GFL ENVIRONMENTAL SERVICES USA INC	\$ 237.50
HD RECOVERY LLC	\$ 233.00
SUSAN JONAS	\$ 232.75
TRIPLOG INC	\$ 219.00
GREAT LAKES ENERGY COOPERATIVE	\$ 215.43
SPECTRUM HEALTH HOSPITALS	\$ 215.00
SOILS & STRUCTURES INC	\$ 206.25
LAWRENCE TOWING LLC	\$ 201.00
TRI-CITY TOWING SERVICE LLC	\$ 200.00
MICHIGAN PROBATE AND JUVENILE REGISTERS	\$ 200.00
LAW OFFICES OF BRENT H GREEN PLLC	\$ 200.00

VENDOR:	AMOUNT:
EAGLE TOWING & RECOVERY	\$ 200.00
70X7 LIFE RECOVERY	\$ 200.00
TERRY L GOLDBERG	\$ 194.67
HOLLAND ENGINEERING	\$ 192.00
DAVID PARNIN	\$ 186.81
GRAND TRAVERSE CONTAINER INC	\$ 181.88
SANOFI PASTEUR INC	\$ 177.78
ACENTEK	\$ 173.76
ROBINSON TOWNSHIP	\$ 168.36
MICHIGAN GAS UTILITIES CORPORATION	\$ 161.30
OTTAWA CO FOC EMPLOYEES ASSOC	\$ 160.00
DONNA BUNCE	\$ 155.37
COMPASSIONATE COMFORTS	\$ 152.00
AED PROFESSIONALS	\$ 151.00
MICHIGAN DISTRICT JUDGES ASSOCIATION	\$ 150.00
OTTAWA COUNTY EMPLOYEES ASSOCIATION	\$ 150.00
MICHIGAN ASSOCIATION FOR FAMILY COURT	\$ 150.00
KYLE PARCHER	\$ 142.88
GABRIELA CROESE	\$ 142.27
PAT BAZANY	\$ 137.80
DEAF AND HARD OF HEARING SERVICES	\$ 136.00
BARBARA LEE VANHORSSSEN	\$ 132.40
HOLLAND AQUATIC CENTER	\$ 130.00
CHRISTIAN KLEINJANS	\$ 129.84
ENTERPRISE ENVELOPE INC	\$ 129.04
ALLENDALE CHARTER TOWNSHIP	\$ 126.66
ROBIN'S ROSEBUD TRANSPORTATION	\$ 122.00
WRIGHT TOWNSHIP	\$ 116.66
MED-1 LEONARD LLC	\$ 114.50
LAVONNE VANDERZWAAG	\$ 114.06
BROWN & BROWN OF MICHIGAN INC	\$ 110.00
GUARDIAN ALLIANCE TECHNOLOGIES INC	\$ 102.00
LAW OFFICE OF KENNETH A PUZYCKI PLLC	\$ 100.00
WN LAW PLLC	\$ 100.00
WATERTRAIL VENTURES LLC	\$ 100.00
MMAAO	\$ 100.00
JANUS RX	\$ 100.00
PORT SHELDON TOWNSHIP	\$ 93.35
STEVEN SAVAGE	\$ 90.48
UNIVERSAL UTILITIES INC	\$ 85.66
AMERICAN GAS & OIL	\$ 80.00
ETNA SUPPLY COMPANY	\$ 75.67

VENDOR:	AMOUNT:
DIANA'S SEWING	\$ 72.00
CROCKERY TOWNSHIP	\$ 71.67
STANBIO LABORATORY	\$ 68.22
RANDAL J COPE	\$ 63.58
STEVEN LEO BARNES	\$ 62.27
JASON D MONROE	\$ 60.96
ERIC JOHNSON	\$ 60.96
LINDA S KRAMER	\$ 60.42
WEST MICHIGAN UNIFORM INC	\$ 60.00
GORDON WATER SYSTEMS	\$ 58.39
TERRY D BLANCHARD	\$ 58.34
OFFICE MACHINES COMPANY INC	\$ 58.26
NICHOLAS E KNEBL	\$ 55.72
OTTAWA COUNTY BAR ASSOCIATION	\$ 55.00
AIRGAS USA LLC	\$ 54.96
RONALD FRANTZ	\$ 50.48
OLIVE TOWNSHIP	\$ 50.00
SPRING LAKE TOWNSHIP	\$ 49.99
LATIN AMERICANS UNITED FOR PROGRESS INC	\$ 45.00
GARY A ROSEMA	\$ 40.00
WEST MICHIGAN PROCESS SERVICE	\$ 37.76
ELIZABETH EVE SCHULTZ	\$ 37.50
STAPLES CREDIT PLAN	\$ 35.98
BOBELDYK & ASSOCIATES INC	\$ 33.84
PLANTENGA'S CLEANERS	\$ 33.60
SIGNS NOW HOLLAND	\$ 30.46
POLKTON CHARTER TOWNSHIP	\$ 28.33
ZEELAND BOARD OF PUBLIC WORKS	\$ 27.34
Grand Total	\$ 25,296,425.32

*** Appendix A: JP Morgan Chase
Purchasing Card Transactions: July**

VENDOR:	AMOUNT:
AMAZON MKTPLACE PMTS	\$ 12,384.32
AMAZON.COM	\$ 5,972.57
HILTON AMERICA	\$ 4,209.66
SQ	\$ 4,117.07
ODP BUSINESS SOLUTIO	\$ 3,325.03
INTUIT INC	\$ 3,317.66
EB *TEDXMACATAWA 201	\$ 2,686.00
WOODLAND COMMERCIAL	\$ 2,659.81
PAYPAL	\$ 2,423.12
GRAND HOTEL	\$ 2,384.54
RADEMAKERS AUTO REPA	\$ 2,147.80
GEMMENS INC	\$ 1,844.67
NATIONAL ASSOCIATION	\$ 1,765.00
LOWE'S HOME CENTERS	\$ 1,642.52
WALMART STORES INC	\$ 1,583.55
POINT EMBLEMS LLC	\$ 1,525.00
DELL COMPUTER CORP	\$ 1,518.97
MEIJER # 217	\$ 1,507.43
NATIONAL CENTER FOR	\$ 1,485.00
SUPPLYHOUSE.COM	\$ 1,354.10
IN STATE POLICE SE	\$ 1,341.71
TOMMY'S EXPRESS LLC	\$ 1,320.00
EBAY INC.	\$ 1,290.00
WESTIN COFFEE BAR	\$ 1,111.80
CDW GOVERNMENT INC	\$ 1,099.94
PWD SYSTEMS LLC	\$ 1,049.25
THE HOME DEPOT	\$ 1,036.41
SP * UBIQUITI INC.	\$ 1,010.00
WEST MICHIGAN POSTAL	\$ 1,000.85
SOUTHWEST AIRLINES	\$ 947.92
IDENTISYS INC	\$ 938.54
BOB BARKER COMPANY	\$ 936.54
CRYSTAL ENTERPRISES	\$ 922.28
MICHIGAN, STATE OF	\$ 906.40
NATIONAL SHERIFFS' A	\$ 873.20
KC CHEMICALS INC	\$ 841.59
MEDIA PARTNERS CORPO	\$ 810.00
BESTBUY.COM	\$ 799.94

VENDOR:	AMOUNT:
UNITED AIRLINES	\$ 799.55
PROPERTY RECORDS IND	\$ 780.00
GOTPRINT.COM	\$ 754.71
REPCOLITE PAINTS	\$ 729.00
GFS MKTPLC	\$ 720.61
FACEBK R6PZSVJLL2	\$ 713.89
GRAND RAPIDS COMMUNI	\$ 707.00
JJ OF GR INC	\$ 704.68
DELTA	\$ 704.40
LIFELOC TECHNOLOGIES	\$ 695.00
AUTOMOTIVE SOLUTIONS	\$ 673.00
ACT*TRAINING FORCE U	\$ 606.21
HOLIDAY INNS	\$ 604.80
COMFORT CONTROL SUPP	\$ 570.02
D AND S NORTH LLC	\$ 567.01
TCS HOLDING COMPANY	\$ 562.50
INTEGRITY BUSINESS	\$ 559.29
CIT INTERNATIONAL	\$ 550.00
FORENSIC FLUIDS LABO	\$ 546.00
RAY ALLEN MANUFACTUR	\$ 542.47
CRISIS PREVENTION IN	\$ 512.82
DISCOVERY DAYS LEARN	\$ 510.00
TRUTECH TOOLS LTD	\$ 495.33
PESI INC	\$ 489.97
MANCINO'S OF HOLLAND	\$ 489.74
LYNDEN SPORTS CENTER	\$ 429.05
MGM GRAND HOTEL	\$ 426.30
VACASA	\$ 421.70
MICHIGAN MUNICIPAL	\$ 419.00
CHIPOTLE	\$ 413.60
INDUSTRIAL* STORES 6	\$ 413.25
MENARD INC	\$ 407.81
BREATHING AIR SYSTEM	\$ 403.46
COSTAR REALTY INFORM	\$ 395.00
THE MICHIGAN LEAN CO	\$ 395.00
AUTUMN RIDGE STONE &	\$ 390.00
TRACTOR SUPPLY	\$ 365.93
STANLEY STEEMERBYCTR	\$ 358.00
TREETOPS ACQUISITION	\$ 356.49
GRAINGER INC	\$ 354.83
REI*LNRISK DATA EOM	\$ 350.00
CXTEC	\$ 334.83

VENDOR:	AMOUNT:
COMFORT INNS	\$ 332.51
TONERBUZZ.COM	\$ 330.00
VANWIENEN HARDWARE I	\$ 329.24
LAKE MICHIGAN ANIMAL	\$ 304.25
D BAKER & SON LUMBER	\$ 300.00
GODADDY.COM	\$ 299.97
CHARM-TEX INC	\$ 299.60
SAFARI BKS ONLINE-FL	\$ 291.42
INDUSTRIAL* STORES 0	\$ 282.41
MICRGRAPHICS	\$ 281.00
SETMORE	\$ 279.00
CULLIGAN	\$ 275.16
FTP TODAY	\$ 275.00
ENGINEERING SUPPLY	\$ 271.66
WOLFIES SANDWICHES	\$ 253.60
KENT EQUIPMENT INC	\$ 243.02
DNH*GODADDY.COM	\$ 235.86
INTERNATIONAL LAW EN	\$ 225.00
AUTOMATIC EQUIPMENT	\$ 218.00
SHERWIN-WILLIAMS CO	\$ 213.44
HOWLEY AGENCY SALES	\$ 204.57
GERALD R FORD INTNL	\$ 204.00
BETTER WAY INC	\$ 202.24
MICHIGAN ASSOCIATION	\$ 200.00
NEW CENTURY GOLF	\$ 193.13
BRINK WOOD PRODUCTS	\$ 192.00
GRAND TRAVERSE RESOR	\$ 189.00
GREENMARK EQUIPMENT	\$ 181.05
DOMINO'S 1253	\$ 180.97
CANVA* 02514-0542599	\$ 168.99
ASC*AMERICAN STATION	\$ 167.38
ASSOCIATION OF PUBLI	\$ 167.00
ZOOM VIDEO COMMUNICA	\$ 165.89
STAPLES INC	\$ 156.28
SPRINKLER WAREHOUSE	\$ 154.32
ETNA DISTRIBUTORS LL	\$ 154.30
THE MANDT SYSTEM INC	\$ 153.00
THINKIFIC.COM	\$ 149.00
OTTAWA CONSERVATION	\$ 140.00
CHOW HOUND #9	\$ 139.98
MICHIGAN WEST COAST	\$ 135.00
MULCH PRO LLC	\$ 133.75

VENDOR:	AMOUNT:
MOBILEX USA	\$ 130.00
MPC INVESTMENT LLC	\$ 129.26
SEX EDUCATION ALLIAN	\$ 129.00
MANCINO'S OF GRAND H	\$ 125.55
INTERNATIONAL SOCIET	\$ 125.00
THE SIGN FACTORY LLC	\$ 121.50
WEST OLIVE NURSERY	\$ 120.00
VISTAPR*VISTAPRINT.C	\$ 114.85
OTTAWA COUNTY FARMS	\$ 113.18
AUTOZONE	\$ 112.99
METRO INSTITUTE INC	\$ 110.00
WALGREENS #3349	\$ 107.54
FRANK'S PLUMBING & H	\$ 106.91
ADVANCE STORES COMPA	\$ 103.78
TATER TATS TATTOOS	\$ 102.66
WEST MICHIGAN DOCU	\$ 101.00
FARM & FLEET HOLLAND	\$ 100.09
WEBMLIVE.COM PYMT	\$ 100.00
EP* CLOUDCON 2023	\$ 100.00
LITTLE CAESARS 3704-	\$ 97.50
THE WEBSTaurant STOR	\$ 95.13
TST* SPORTSMAN RESTA	\$ 90.86
ZEFFY-LAKESHOREETHNC	\$ 90.00
TOUCH OF CLASS AUTO	\$ 88.80
GENUINE PARTS COMPAN	\$ 88.69
BEST BUY STORES LP	\$ 79.99
UNITED PARCEL SERVIC	\$ 79.38
RYKES BAKERY	\$ 77.00
ALLENDALE TRUE VALU	\$ 75.85
ACADEMY - CDR	\$ 70.00
RYCENGA BUILDING	\$ 68.67
ADOBE SYSTEMS INC.	\$ 68.13
ADDICTIONCOUNSELORCE	\$ 67.00
TARGET	\$ 62.52
KWM ACQUISITION LLC	\$ 60.90
360TRAINING.COM	\$ 59.00
VOLGISTICS INC	\$ 58.00
SPRING LAKE ACE HARD	\$ 57.98
TACO BELL #33009	\$ 57.21
MICROSOFT CORP	\$ 53.27
RENTAL INVESTMENT IN	\$ 51.00
GRAND RAPIDS CITY OF	\$ 51.00

VENDOR:	AMOUNT:
FAMILY FARE	\$ 50.83
ZEELAND HARDWARE ETC	\$ 50.34
MICHWA	\$ 50.00
RANDY MEANS &	\$ 49.95
FDLE CCHINET	\$ 49.00
WOLFE MARK L	\$ 48.25
2COCOM*MALWAREBYTES	\$ 48.00
GORDON WATER SYSTEMS	\$ 44.99
THE UPS STORE #4002	\$ 43.89
PORT SHELDON BP	\$ 43.50
BOONES LONG LAKE INN	\$ 43.16
SP * KORE ESSENTIALS	\$ 42.29
CREASON PAUL	\$ 42.00
AIRGASS NORTH	\$ 40.46
SHORELINE SPRINKLING	\$ 40.22
SHEPLERS MACKINAN IS	\$ 40.00
DOMINO'S	\$ 38.43
VEED.IO PRO	\$ 38.00
B & H FOTO & ELECTRO	\$ 37.72
LINKEDIN-182*0012373	\$ 34.99
HOLLAND BOARD OF PUB	\$ 31.99
WESTENBROEK OUTDOOR	\$ 31.86
GREYHOUND	\$ 30.98
GEORGETOWN AUTO CARE	\$ 30.00
MICHAELS	\$ 29.74
MARATHON PETROLEUM C	\$ 28.13
TOMMYS-EXPRESS.COM	\$ 28.00
WEST MARINE PRODUCTS	\$ 27.96
CULVERS OF ALLENDALE	\$ 27.22
DOLLAR-GENERAL #7493	\$ 26.47
GANNETT NEWSRPRR CN	\$ 25.97
IACA	\$ 25.00
BLUE SKYS APP	\$ 24.99
CHARGERBACKLOSTFOUND	\$ 20.70
CHAMBER OF COMMERCE	\$ 20.00
STARBUCKS STORE 2921	\$ 20.00
MAILCHIMP	\$ 20.00
STERLING HEALTHCARE	\$ 17.25
PIRATE SHIP POSTAGE	\$ 12.23
FSP*APA WEST MICHIGA	\$ 10.00
BURGER KING #300 Q	\$ 9.42
MCDONALD'S F3726	\$ 9.21

VENDOR:	AMOUNT:
LIBIB.COM	\$ 9.00
58TH DISTRICT COURT	\$ 7.00
GPS*MUSKEGON COUNTY	\$ 6.00
THRIFT BOOKS GLOBAL	\$ 5.95
JUSTFLY	\$ 5.00
PORT SHELDON PARTY S	\$ 5.00
NPDB NPDB-HIPDB.HRSA	\$ 5.00
FBS FEE	\$ 2.25
AMAZON WEB SERVICES	\$ 2.00
TOWNSEND HOTEL	\$ (17.94)
THE HOMESTEAD LODGIN	\$ (40.90)
VRBO FEE	\$ (533.00)
Grand Total	\$ 114,224.12

Action Request

Electronic Submission – Resolution #: 2015



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 9/5/2023

Requesting Department: TREASURER

Submitted By: AMANDA PRICE

Agenda Item: AMENDMENT TO RESOLUTION ESTABLISHING DEPOSITORIES

Suggested Motion:

To approve and forward to the Board of Commissioners the Amendment to the Resolution Establishing Depositories of Public Monies.

Summary of Request:

The Treasurer's office utilizes three brokers to purchase assets for our long-term portfolio. One of the brokers has changed firms (from Robert W. Baird to Hilltop Securities). To continue to utilize the broker, the Resolution Establishing Depositories of Public Monies must be amended to include Hilltop Securities and remove Robert W. Baird.

Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:

N/A

Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

Goal:

Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Administration:

Recommended by County Administrator:

8/31/2023 8:31:24 PM

Committee/Governing/Advisory Board Approval Date:

COUNTY OF OTTAWA

STATE OF MICHIGAN

RESOLUTION ESTABLISHING DEPOSITORIES OF PUBLIC MONIES
AMENDMENT

At a regular meeting of the Board of Commissioners of the County of Ottawa, Michigan, held at the Fillmore Street Complex in the Township of Olive, Michigan on the ____ day of September, 2023, at _____ o'clock p.m. local time.

PRESENT: Commissioners: _____

ABSENT: Commissioners: _____

It was moved by Commissioner _____ and supported by Commissioner _____ that the following Resolution be adopted:

WHEREAS, the County Treasurer of Ottawa County, Michigan (hereinafter, "the Ottawa County Treasurer") receives from time-to-time certain monies belonging to, or held for the State, the County of Ottawa, its constituent departments and agencies, or other political units of the State; and,

WHEREAS, pursuant to Act 40 of the Public Acts of 1932, as amended, MCLA §129.12, the Board of Commissioners is required to designate authorized and qualified depositories for such public monies;

NOW THEREFORE BE IT RESOLVED, that the Ottawa County Treasurer, is hereby directed to deposit all public monies, including tax monies, now in or coming into the hand of said

Treasurer, in such of the following financial institutions as may qualify to so act under the laws of the State of Michigan:

Bank of America
CIBC
Choice One Bank
Citizen's Bank
Comerica Bank
Comerica Securities
Consumers Credit Union
Crestmark Bank
Fifth Third Bank
Fifth Third Securities
First Community Bank
First National Bank of America
First National Bank of Michigan
Flagstar Bank
Grand River Bank
Hilltop Securities*
Horizon Bank
Huntington National Bank
Huntington Capital
Independent Bank
JP Morgan Chase
Key Bank
Lake Michigan Credit Union
Level One Bank
Macatawa Bank
Mercantile Bank of West Michigan
Michigan CLASS
Multi-Bank Securities, Inc.
Northstar Bank
Northpointe Bank
Old National Bank
PNC Bank
Robert W. Baird & Co. Inc.**
Southern Michigan Bank and Trust
Sterling Bank & Trust
The State Bank
United Bank of Michigan
United Federal Credit Union
Union Bank
Wells Fargo Advisors
West Michigan Community Bank

Added** * Removed**

BE IT FURTHER RESOLVED, that the Ottawa County Treasurer is hereby authorized to designate which among the listed qualified bank or banks shall be an actual depository for the public fund accounts of the County and to advise quarterly the Ottawa County Board of Commissioners, County Administrator, County Fiscal Services Director and County Corporation Counsel of all accounts that have been open in the year and to provide them information on and to update all such account balances so that those officials have an accurate periodic record of such accounts and their contents; and,

BE IT FURTHER RESOLVED, that this Resolution shall remain in continuing effect until repealed by the Ottawa County Board of Commissioners, and may be amended from time-to-time as the Ottawa County Board of Commissioners may provide; and,

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions insofar as they conflict with this Resolution are hereby repealed.

YEAS: Commissioners:

NAYS: Commissioners:

ABSTENTIONS: Commissioners: _____

RESOLUTION ADOPTED.

Joe Moss, Chairperson,
Ottawa County Board of Commissioners

Justin F. Roebuck, Ottawa County Clerk

Action Request

Electronic Submission – Contract # 2006



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 9/5/2023

Vendor/3rd Party: LOCAL CITY AND TOWNSHIP BOARDS

Requesting Department: COUNTY CLERK

Submitted By: RENEE KUIPER

Agenda Item: EARLY VOTING AGREEMENT

Suggested Motion:

To approve and forward to the Board of Commissioners an agreement for early voting administrative services and add one, 1.0 FTE full-time, benefited Election Logistics Specialist and one, temporary Election Logistics Assistant Position.

Summary of Request:

This contract will form an agreement between Ottawa County and the local jurisdictions that may enter the agreement, for the County Clerk of Ottawa County to administer early voting services for two (2) years pursuant to Public Act 81 of 2023. The County Clerk agrees to conduct and administer four (4) early voting sites for each federal or statewide election for the required nine (9) consecutive days of early voting at an estimated cost of \$769,094.00, to be paid in part by each local jurisdiction entering the agreement and part by Ottawa County. This agreement would require that the County add one, 1.0 FTE full-time, benefited Election Logistics Specialist position at a universal paygrade 10, and one, temporary Election Logistics Assistant at an annual rate of \$14,061.00, to be paid in party be each local jurisdiction entering the agreement and part by Ottawa County as outlined in the Agreement and Exhibit A.

This agreement is hereby ratified and confirmed in full force and effect and shall be read and construed as a single agreement once the signed contracts come in and are ratified from each local jurisdiction. Approval of this motion recognizes revenue and appropriates \$362,824.00 in FY24.

Financial Information:

Total Cost: \$769,094.00

General Fund Cost: \$309,625.00

Included in Budget: No

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders. Goal 4: To Continually Improve the County's Organization and Services.

Administration:

Recommended by County Administrator:

8/21/2023 4:48:46 PM

Committee/Governing/Advisory Board Approval Date: 9/5/2023

AGREEMENT FOR EARLY VOTING ADMINISTRATIVE SERVICES

This Agreement is made as of _____, 2023, by the City of _____ / _____ Township, a Michigan municipal corporation, _____ (“the City/Township”) and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 (“Ottawa County”), with reference to the following facts and circumstances:

- A. City/Township, pursuant to the Michigan Constitution, Article II § 4 (1)(m), has the power and is required to conduct at least nine (9) consecutive days of early voting in person for each statewide and federal election beginning on the second Saturday before the election and ending on the Sunday before the election, for at least eight (8) hours each day.
- B. Article II § 4 (1)(m) of the Michigan Constitution, provides that a jurisdiction conducting an election may enter into an agreement with the clerk of the county in which it is located, authorizing the county clerk to conduct early voting for the jurisdiction.
- C. The City/Township has requested that the Ottawa County Clerk provide assistance in conducting early voting (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided for in this Agreement.
- D. Ottawa County is willing to assist the City/Township by providing the requested early voting services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City/Township and Ottawa County agree as follows:

1. **General Agreement:** Ottawa County, through the Ottawa County Clerk/Register’s Office (“County Clerk”) agrees to conduct and administer four (4) early voting sites with assistance from, and in consultation with, the City/Township in conjunction with those additional cities and townships that enter into an Agreement for Early Voting Administrative Services with Ottawa County. The early voting sites will be administered by the County Clerk, or designated representative, who will organize, approve, and monitor the administrative requirements of early voting. Ottawa County agrees to perform the following services through its employees, and to provide the materials set forth herein:

- A. **Scope of Service** – The County Clerk, through its designated representative, agrees to administer, according to the constitution and laws of the State of Michigan, four (4) early voting sites, for each statewide and federal election for the City/Township and the other jurisdictions within Ottawa County which are parties to this Agreement, starting October 1, 2023, and concluding its services December 31, 2025.
- B. **The Jurisdictions (“Jurisdictions”) that may enter such early voting agreements with Ottawa County are:** Allendale Charter Township; Blendon Township; Chester Township; City of Coopersville; Crockery Township; City of Ferrysburg; City of Grand Haven; Grand Haven Charter Township; Georgetown Charter Township; Holland Charter Township; City of Holland; City of Hudsonville; Jamestown Charter Township; Olive Township; Park Township; Polkton Charter Township; Port Sheldon Township; Robinson Township; Spring Lake Township; Tallmadge Charter Township; Wright Township; Zeeland Charter Township; City of Zeeland; Ottawa County.
- C. **The Number of Precincts in each Jurisdiction are:** Allendale Charter Township (5), Blendon (3), Chester (1), City of Coopersville (2), Crockery (2), City of Ferrysburg (1), City of Grand Haven (4), Grand Haven Charter Township (7), Georgetown Township (17), Holland Charter Township (12), City of Holland (15), City of Hudsonville (3), Jamestown Charter Township (4), Olive Township (2), Park Township (8), Polkton Township (1), Port Sheldon Township (2), Robinson Township (3), Spring Lake township (6), Tallmadge Township (3), Wright Township (1), Zeeland Charter Township (4), City of Zeeland (4).
- D. **Early Voting Coordinator** – The County Clerk agrees to provide an early voting coordinator (“Election Logistics Specialist”) who will organize and monitor the administrative requirements of early voting throughout Ottawa County. The Election Logistics Specialist will be an Ottawa County employee, and Ottawa County shall pay all wages, salaries, fringe benefits, workers’ compensation insurance, unemployment compensation, and tax and social security withholdings, within the guidelines and policies of Ottawa County and the County Clerk.

The Election Logistics Specialist position will, at all times, be staffed by an individual who is certified, qualified and trained in accordance with all administrative requirements of early voting, and is deputized as a deputy county clerk.

It is understood that the Election Logistics Specialist will present a quarterly activity report to the City/Township Clerk as requested, and that the City/Township Clerk will have regular opportunities to request information regarding early voting issues and concerns through the County Clerk’s

office by contacting the Elections Supervisor, the Chief Deputy County Clerk, or the County Clerk.

- E. **Early Voting Sites** – The County Clerk, by way of the Election Logistics Specialist, will administer four (4) early voting sites for each federal or statewide election. The four (4) early voting sites will serve those jurisdictions within Ottawa County that enter into an Agreement for Early Voting Administrative Services with Ottawa County (“Participating Jurisdictions” whose clerks will be referred to as “Participating Jurisdictional clerks”).

The early voting regions will be strategically placed throughout the county based on expected turnout, population density, public transportation, accessibility, travel time, and averages of registered voters within a thirty (30) mile radius of Participating Jurisdictions. Additionally, once a region has been established, Ottawa County will take into account the size, location, rental availability for the nine (9) consecutive days of early voting, and the cost of potential venues that may be utilized.

After an early voting site venue is chosen, the County Clerk shall submit each early voting site location to the Ottawa County Board of Election Commissioners for approval. The voting site locations shall be finalized no later than sixty (60) days before the applicable election day.

- F. **Early Voting Hours** – All early voting sites will be open for the required nine (9) consecutive days, beginning on the second Saturday before a statewide or federal election and ending on the Sunday before a statewide federal election. Each site must be open for at least eight (8) hours each day. The following hours will be kept for each early voting site:

Saturday – 7:00 AM-3:00 PM;
Sunday – 7:00 AM-3:00 PM;
Monday – 7:00 AM-3:00 PM;
Tuesday – 11:00 AM-7:00 PM;
Wednesday – 7:00 AM-3:00 PM;
Thursday – 11:00 AM-7:00 PM;
Friday – 7:00 AM-3:00 PM;
Saturday – 7:00 AM-3:00 PM;
Sunday – 7:00 AM-3:00 PM.

The County Clerk will not approve any additional days or hours of early voting; however, each Participating Jurisdictional clerk has the right to offer early voting on additional days and at their own set hours outside what is described above.

- G. **Communication Strategy** – A communication strategy will be launched to promote, motivate, encourage, and build confidence with local voters

regarding participation in early voting. The detailed provisions of the communication strategy will keep the public informed as to early voting site locations, the hours of early voting, education on how early voting is conducted, and may include publications, press releases, brochures, billboards, radio spots, social media posts and ads, newsletters, and/or postcards.

The County Clerk will be responsible for providing notice, no later than forty-five (45) days before the applicable election, specifying the location of the approved early voting sites and the hours of operation of the early voting sites for each day early voting is offered, to each registered elector entitled to vote at these early voting sites. The County Clerk must provide notice by mail or other method designed to provide actual notice to each registered elector.

If there is a change to an early voting site, the County Clerk will be responsible for providing notice, no later than twenty-one (21) days before the first day of early voting as to the new early voting site, to each registered elector by mail or other method designed to provide actual notice to the registered elector. In addition, the County Clerk, or designated staff, must post a sign indicating the new early voting site at the location of the former early voting site.

- H. **Early Voting Budget** – Ottawa County through its Strategic Impact Department and with the assistance of the Participating Jurisdictional clerks, developed an early voting projected cost summary which is addressed in and attached as **Exhibit A** of this Agreement.

At the beginning of this Agreement and annually thereafter, Ottawa County shall provide a projected cost summary for the services for the contract year within the guidelines of Ottawa County's total budget. The parties acknowledge that the costs set forth in Ottawa County's projected cost summary are only estimates. Ottawa County will attempt to keep billings to the Participating Jurisdictions as close to the original projected cost summary as is practicable given the overall County Clerk's budget, Ottawa County's staffing policies and activities, and cost demands. Ottawa County reserves the right to modify the projected cost summary if the costs incurred change for any reason, including, but not limited to, if any of the Participating Jurisdictions withdraw from the Agreement in accordance with Section 1. O. of this Agreement, and modifications can be made by Ottawa County without written approval by the City/Township provided that Ottawa County gives written notice to the City/Township.

Additionally, the parties may agree to adjustments in the number of full-time equivalent employees ("FTEs") or partial FTEs subject to this Agreement at any time by modifying **Exhibit A** of this Agreement. Approval of adding

additional FTE's may occur administratively (i.e. in writing signed by the County Clerk and all Participating Jurisdictional clerks), as long as the legislative bodies of each Participating Jurisdiction are advised in writing.

- I. **Equipment and Supplies** – The County Clerk is responsible for purchasing all equipment and supplies needed for the administration of early voting per this Agreement and will maintain and secure the equipment for future use at the Fillmore Complex, 12220 Fillmore Street, West Olive, MI 49460.

The County Clerk will purchase sixteen (16) tabulators, twelve (12) voter assist terminals, twelve (12) print on demand devices, and twelve (12) electronic poll books to be divided between the four (4) early voting sites as indicated in **Exhibit A**. All ongoing maintenance costs for the tabulators, voter assist terminals and print on demand devices will be 50% covered by Ottawa County in accordance with current maintenance contracts, and the remainder 50% divided by the Participating Jurisdictions in accordance with their share of total registered voter percentages of such Participating Jurisdictions.

- J. **Testing of Voting Equipment** – In keeping with Ottawa County's current processes, the County Clerk, or designated representative, will continue to program all electronic voting equipment no later than forty-five (45) days before each applicable election day. In addition, the County Clerk will continue to conduct all public logic and accuracy testing of every electronic voting device within Ottawa County no later than five (5) days before the start of early voting in accordance with State of Michigan requirements.

Each of the jurisdictions that are party to this Agreement will be responsible to purchase and supply all precinct test ballots for the public logic and accuracy testing of election equipment used throughout the duration of early voting per this Agreement. All test ballots must be delivered to the County Clerk at least one (1) day before the public logic and accuracy testing is intended to take place for the early voting sites. Upon completion of the public logic and accuracy testing, the County Clerk will be responsible for maintaining and securing the ballots and tapes during the requisite retention period.

- K. **Electronic Poll Book** - The County Clerk, or designated jurisdictional clerk, will download the electronic poll book software from the qualified voter file software throughout the duration of early voting.

- L. **Early Voting Staffing** – The County Clerk, with the assistance and recruitment of the Participating Jurisdictional clerks, will staff each of the early voting sites with trained election inspectors¹ and troubleshooters. All

¹ The minimum number of trained election inspectors per site per day is estimated in Exhibit A but may be modified and adjusted by the County Clerk based on needs and communicated in writing to the Participating Jurisdictional clerks.

election inspectors and troubleshooters for each location will be appointed and notified at least thirty-one (31) days and not more than fifty (50) days before each statewide and federal election subject to this Agreement. All election inspectors and troubleshooters utilized throughout early voting will be Ottawa County employees, and Ottawa County shall pay all hourly rates within the guidelines and policies of Ottawa County and the County Clerk.

Additionally, each early voting site will staff a minimum of one (1) jurisdictional clerk, appointed by the County Clerk in accordance with State of Michigan legislation, to act as supervisor for each day of early voting. Each Participating Jurisdictional clerk will submit their availability to act as supervisor for the duration of early voting to the County Clerk six (6) weeks prior to the second Saturday before the applicable election. The County Clerk, based on these availabilities, will appoint at a minimum four (4) Participating Jurisdictional clerks daily to supervise and operate the early voting sites in the same manner as the Participating Jurisdictional clerk does for an election day polling place. The Participating Jurisdictional clerks chosen for that day may delegate the supervisor's responsibilities to a member of the Participating Jurisdictional clerk's staff. If the Participating Jurisdictional clerk or staff cannot be available to act as supervisor, the County Clerk, or designated staff, may act as supervisor. The Participating Jurisdictional clerks will be notified of the appointments four (4) weeks prior to the second Saturday before the election. All appointed Participating Jurisdictional clerks shall be considered as acting only in furtherance of their own Participating Jurisdiction's governmental interests and shall not be considered employees of Ottawa County for purposes of this Agreement and will not be paid by Ottawa County for services rendered during their early voting appointments.

In addition, one (1) early voting coordinator (Election Logistics Specialist) and one (1) part-time temporary Ottawa County employee will monitor and help administer early voting by traveling to each site as necessary. Hart Support will also be available for any outstanding technical needs.

- M. **Receiving Board** – The County Clerk, with the assistance of the Participating Jurisdictional clerks, will appoint twelve (12) election inspectors to canvass the early vote returns on election day and report early voting results to the County Clerk. Each early voting site will have three (3) election inspectors (“receiving board”) dedicated to receiving the early vote returns for Ottawa County. The receiving boards will arrive at Ottawa County, 12220 Fillmore St., West Olive, MI 49460, by 7:15 PM on the applicable election day to process end of election day procedures at 8:00 PM.
- N. **Paper poll books** – The County Clerk, in consultation with the Participating Jurisdictional clerks, will select the configuration set or sets of tabulators

and early voting poll books no later than ninety (90) days before an election subject to this Agreement.

- O. **Process for Withdrawing from Agreement** – Ottawa County or the City/Township may withdraw from this Agreement by providing at least thirty (30) days' written notice to the other. Any Participating Jurisdiction withdrawing from the Agreement must send written notice of its withdrawal to the following parties: the County Clerk, Corporate Counsel of Ottawa County at 12220 Fillmore Street Room 130, West Olive, MI 49464, and any other Participating Jurisdiction that has entered an existing Agreement for Early Voting Administrative Services with Ottawa County. If Ottawa County withdraws from this Agreement, written notice of its withdrawal shall be sent to the City/Township and all other Participating Jurisdictions that have entered an existing Agreement for Early Voting Administrative Services with Ottawa County. The City/Township and Ottawa County agree that they may not withdraw from this Agreement during the period beginning one-hundred fifty (150) days before the first statewide general November election in an even numbered year and ending on the completion of the county canvass for that statewide general November election in that even numbered year.

Upon receiving written notice of withdrawal, and if the thirty (30) day notice described above has been met, the County Clerk will send the City/Township an approval letter acknowledging the withdrawal, with simultaneous copies to all other parties to the Agreement. The Agreement will expire thirty (30) days from the date of delivery of the notice of withdrawal if all deadlines are satisfied. If the withdrawal falls within the one-hundred fifty (150) days before the statewide general November election in an even numbered year and before the completion of the county canvass for that statewide general November election in that even numbered year, the County Clerk will send the jurisdiction a letter rejecting the termination of the Agreement; the jurisdiction then will continue to perform all responsibilities as outlined in this Agreement.

- P. **Process to Notify the Secretary of State** - The County Clerk, or designated representative, will submit the early voting plan as described in this Agreement, and any amendments to that early voting plan as described in one or more amendments to this Agreement, to the Michigan Secretary of State no later than one-hundred ten (110) days before the first statewide or federal election in an even numbered year.
2. **Responsibilities of the City/Township:** The City/Township is responsible for paying its portion of Ottawa County's actual compensation for the services and equipment estimated in **Exhibit A**. Ottawa County will bill the City/Township on an annual basis according to **Exhibit A**, and the City/Township will pay Ottawa County within thirty (30) days following its receipt of the invoice.

3. **County Expenses**: The City/Township is also responsible to pay Ottawa County on a monthly basis for reimbursable expenses in a not-to-exceed annual amount of \$1,500. All expenses will be billed to the City/Township in such detail and/or with sufficient supporting documentation, as may be reasonably required by the City/Township. Reimbursable expenses are the City/Township's proportional share of office supplies, printing, publishing, postage, mileage and other costs agreed to prior to invoicing of the City/Township.
4. **Independent Contractor**: At all times and for all purposes under this Agreement, the relationship of Ottawa County and the City/Township shall be that of independent contractors. All employees of Ottawa County who perform services under this Agreement shall be and remain employees of Ottawa County and provided with worker's compensation insurance coverage by Ottawa County. They shall be subject to the discipline, supervision, direction, policies, and control of Ottawa County and the County Clerk. All employees or agents of the City/Township who perform services under this Agreement shall be and remain employees or agents of the City/Township, subject to the discipline, supervision, direction, policies and control of the City/Township.
5. **Indemnification and Hold Harmless**: Each party to this Agreement shall defend, indemnify and hold the other parties, and their officers, employees, agents, and assigns, harmless from claims and any liability which arise out of and/or are the result of an alleged error, mistake, negligence, or intentional act or omission of the indemnifying party, its officers, employees, agents, and assigns.
6. **Insurance**: The City/Township will include Ottawa County, the Ottawa County and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance. The required insurance policy shall have commercial general liability policy limits of not less than \$1,000,000. Ottawa County will include the City/Township and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance or in its Memorandum of Coverage from the Ottawa County, Michigan Insurance Authority. The required insurance policy or coverage will have commercial general liability policy limits of not less than \$1,000,000. Written proof of the existence of such insurances will be supplied by the City/Township and Ottawa County to each other as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the City/Township may reasonably require per this agreement.
7. **Term of Agreement**: The effective date of this Agreement shall be October 1, 2023. This Agreement shall continue in effect from the effective date through December 31, 2025. This Agreement may be renewed thereafter for one (1) additional two (2) year term, by mutual written agreement of the parties, entered into no later than one hundred twenty-five (125) days before the first regularly scheduled statewide or federal election in 2026.

8. **Miscellaneous:**

- A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the language in those sections.
- B. **Severability.** If any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions of this Agreement. Any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- C. **Entire Agreement and Amendment.** In conjunction with matters covered by this Agreement, the Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth in this Agreement. The parties acknowledge that terms within this Agreement may be altered, amended or modified as a result of impending legislation, but only by an instrument in writing, executed by the parties to this Agreement. Each party to this Agreement waives its future right to claim or assert that this Agreement has been modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

The Election Logistics Specialist, in developing the early voting plan, shall submit addendums to this Agreement, listing any of the above terms that may change due to subsequent legislation, all site locations that are approved by Ottawa County Board of Election Commissioners, and any cost adjustments incurred as a result of any additional costs or any Participating Jurisdiction withdrawing from the Agreement.

- D. **Successors and Assigns.** All representations, covenants, and warranties set forth in the Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of any or all such parties, and their successors and assigns.
- E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against any party considered to be the drafter of this Agreement.
- F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts; all such counterparts shall for all purposes be deemed to be an original. All such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one (1) and the same instrument.

In witness whereof the parties have executed this Agreement as of the indicated date (s).

City of _____ / _____ Township:

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

COUNTY OF OTTAWA:

By: _____

Joe Moss, Chairperson

Its: Board of Commissioners

By: _____

Justin F. Roebuck

Its: County Clerk/Register of Deeds

Dated: _____

Exhibit A

Early In-Person Voting Cost Summary

Implementation Cost - first election	\$86,637
Ongoing Cost per Election - second election	\$49,605
Ongoing Cost per Election - third election	\$49,605
Additional Costs - year 1	\$226,582
Additional Costs - year 2	\$47,040
Total Local Unit Cost for 2 Years of Early In-Person Voting:	\$459,469
Total Ottawa County Cost for 2 Years of Early In-Person Voting:	\$309,625
Total Cost of Early-In Person Voting:	\$769,094

Annual cost breakdown is provided in Attachment A

Cost of 2 Years of Early In-Person Voting Per Local Unit			
Jurisdiction	Registered Voters ¹	% of Total	Cost per Local Unit
Allendale	13,912	5.96%	\$27,366
Blendon	5,707	2.44%	\$11,226
Chester	1,644	0.70%	\$3,234
Coopersville	3,430	1.47%	\$6,747
Crockery	3,961	1.70%	\$7,792
Ferrysburg	2,655	1.14%	\$5,223
Georgetown	41,151	17.62%	\$80,947
Grand Haven City	9,358	4.01%	\$18,408
Grand Haven Twp	15,330	6.56%	\$30,155
Holland City ²	27,252	11.67%	\$53,607
Holland Twp	28,095	12.03%	\$55,265
Hudsonville City	5,755	2.46%	\$11,321
Jamestown	7,423	3.18%	\$14,602
Olive	3,763	1.61%	\$7,402
Park	15,940	6.82%	\$31,355
Polkton	1,945	0.83%	\$3,826
Port Sheldon	4,688	2.01%	\$9,222
Robinson	5,127	2.19%	\$10,085
Spring Lake Twp	13,288	5.69%	\$26,138
Tallmadge	7,242	3.10%	\$14,246
Wright	2,545	1.09%	\$5,006
Zeeland City	4,400	1.88%	\$8,655
Zeeland Twp	8,969	3.84%	\$17,643
Total	233,580	100.00%	\$459,469

¹ Registered voter totals were determined on 7/7/2023 and will hold for the duration of the Agreements

² Includes 6,293 registered voters in Allegan County

Attachment A
Cost per Local Unit by Year

	Year 1 Cost	Year 2 Cost	Total Cost per Local Unit
Allendale	\$21,893	\$5,473	\$27,366
Blendon	\$8,981	\$2,245	\$11,226
Chester	\$2,587	\$647	\$3,234
Coopersville	\$5,398	\$1,349	\$6,747
Crockery	\$6,233	\$1,558	\$7,792
Ferrysburg	\$4,178	\$1,045	\$5,223
Georgetown	\$64,758	\$16,189	\$80,947
Grand Haven City	\$14,726	\$3,682	\$18,408
Grand Haven Twp	\$24,124	\$6,031	\$30,155
Holland City	\$42,885	\$10,721	\$53,607
Holland Twp	\$44,212	\$11,053	\$55,265
Hudsonville City	\$9,056	\$2,264	\$11,321
Jamestown	\$11,681	\$2,920	\$14,602
Olive	\$5,922	\$1,480	\$7,402
Park	\$25,084	\$6,271	\$31,355
Polkton	\$3,061	\$765	\$3,826
Port Sheldon	\$7,377	\$1,844	\$9,222
Robinson	\$8,068	\$2,017	\$10,085
Spring Lake Twp	\$20,911	\$5,228	\$26,138
Tallmadge	\$11,396	\$2,849	\$14,246
Wright	\$4,005	\$1,001	\$5,006
Zeeland City	\$6,924	\$1,731	\$8,655
Zeeland Twp	\$14,114	\$3,529	\$17,643
Total	\$367,575	\$91,894	\$459,469

Note: Total cost of early voting for local units is split across the two years, with year one covering 80% of the total cost and year two covering the remaining 20%.

Early In-Person Voting - Cost for Local Units to Partner with County

Based on the County operating four early in-person voting sites that serve approximately 58,000 voters each.

Implementation Cost - First Election

	Location: Georgetown	Holland	Grand Haven	Crockery	Notes
Poll workers					
Poll workers	\$15,405	\$12,498	\$11,045	\$6,685	Includes poll workers at an estimated \$15/hr, two chairs at \$18/hr, and one troubleshooter at \$18/hr with each working 10 hours per day. The hourly rate is based on survey data collected from local unit clerks in Ottawa County and includes taxes. Site breakdown for poll workers is as follows: Georgetown - 7 poll workers, Holland - 5 poll workers, Grand Haven - 4 poll workers, Crockery - 1 poll worker.
Receiving board	\$315	\$315	\$315	\$315	Estimate based on a \$105 per diem, with each site needing a minimum of 3 board members (including 1 Republican and 1 Democrat).
Training of poll workers	\$625	\$625	\$625	\$625	Based on training 50 poll workers who are paid \$50 each for training. The training cost is based on survey data collected from local unit clerks in Ottawa County.
Meals for poll workers	\$0	\$0	\$0	\$0	
Mileage for poll workers	\$0	\$0	\$0	\$0	
Administration/coordination staff					
Temporary staff person	\$0	\$0	\$0	\$0	
Polling places					
Polling place rental/cleaning	\$0	\$0	\$0	\$0	The goal is to use polling sites that are donated without a fee.
Network connectivity	\$0	\$0	\$0	\$0	This will impact the sites that can be used for elections.
Equipment					
Ballot tabulators & ADA devices	\$35,500	\$35,500	\$35,500	\$35,500	The average cost is \$5,500 for a ballot tabulator and \$4,500 for an ADA device. Each polling site will require 4 new ballot tabulators and 3 new ADA devices. This is a cost to the county.
Print on demand device	\$15,000	\$15,000	\$15,000	\$15,000	The average cost is \$5,000 for a print on demand device. Each polling site will require 3 devices. This is a cost to the county.
Voter registration laptops	\$0	\$0	\$0	\$0	Latest legislation no longer includes on-site voter registration as a requirement.
Electronic poll books	\$2,000	\$2,000	\$1,500	\$1,000	The cost per electronic poll book is \$500, with 4 needed for the Georgetown and Holland sites, 3 needed in Grand Haven, and 2 needed at the Crockery site.

Early In-Person Voting - Cost for Local Units to Partner with County

Based on the County operating four early in-person voting sites that serve approximately 58,000 voters each.

Implementation Cost - First Election

	Location: Georgetown	Holland	Grand Haven	Crockery	Notes
Equipment (cont.)					
Scanners	\$800	\$800	\$600	\$400	The estimated cost is \$200 per scanner used to swipe drivers licenses. One scanner is required for each electronic poll book.
Precinct kits	\$250	\$250	\$250	\$250	A precinct kit that includes envelopes, seals, etc. is \$250. Each polling site will require 1 precinct kit.
Ballots	\$0	\$0	\$0	\$0	Funded by the Ottawa County Clerk/Register of Deeds Office. This is not a new cost.
Ballot instructions/secrecy sleeve	\$6	\$6	\$6	\$6	The average cost per sleeve is \$0.03 with 200 sleeves per site.
Voting booths	\$6,000	\$6,000	\$4,400	\$3,000	The cost per booth is \$200 with 30 booths needed at the Georgetown and Holland sites, 22 needed at the Grand Haven site, and 15 at the Crockery site.
Security cage for voting equipment	\$700	\$700	\$700	\$700	A security cage is needed to store equipment overnight. The cost per cage is \$700 with 1 needed per polling site.
Ballot container and bags	\$990	\$990	\$990	\$990	The cost per ballot container is \$150 with 3 needed per polling site. The cost per ballot bag is \$20 with a minimum of 9 ballot bags are needed per container.
Delivery trailer for equipment	\$130	\$130	\$130	\$130	Estimated based on a cost per day of \$65, with the trailer needed for 2 days per election per site.
I voted stickers	\$110	\$110	\$110	\$110	Estimated at \$5.50 per roll of 1000 stickers with 20 rolls needed per site.
Miscellaneous	TBD	TBD	TBD	TBD	
Storage space - new equipment	TBD	TBD	TBD	TBD	
Cost of Implementation for Early In-Person Voting	\$77,831	\$74,924	\$71,171	\$64,711	Includes the cost of ballot tabulators, ADA devices, print on demand devices, and ballots.
Cost of Implementation less County costs	\$27,331	\$24,424	\$20,671	\$14,211	Excludes the cost of ballot tabulators, ADA devices, print on demand devices, and ballots.
Total costs					
Combined cost of all four sites		\$288,637			Total of above costs, including the cost of ballot tabulators, ADA devices, print on demand devices, and ballots.
Combined cost of all four sites less County costs		\$86,637			Total of above costs, excluding the cost of ballot tabulators, ADA devices, pirnt on demand devices, and ballots.

Early In-Person Voting - Cost for Local Units to Partner with County

Based on the County operating four early in-person voting sites that serve approximately 58,000 voters each.

Ongoing Cost per Election

	Location: Georgetown	Holland	Grand Haven	Crockery	Notes
Poll workers					
Poll workers	\$15,405	\$12,498	\$11,045	\$6,685	Includes poll workers at an estimated \$15/hr, two chairs at \$18/hr, and one troubleshooter at \$18/hr with each working 10 hours per day. The hourly rate is based on survey data collected from local unit clerks in Ottawa County and includes taxes. Site breakdown for poll workers is as follows: Georgetown - 7 poll workers, Holland - 5 poll workers, Grand Haven - 4 poll workers, Crockery - 1 poll worker.
Receiving board	\$315	\$315	\$315	\$315	Estimate based on a \$105 per diem, with each site needing a minimum of 3 board members (including 1 Republican and 1 Democrat).
Training of poll workers	\$188	\$188	\$188	\$188	Based on training 15 poll workers who are paid \$50 each for training. The training cost is based on survey data collected from local unit clerks in Ottawa County.
Meals for poll workers	\$0	\$0	\$0	\$0	
Mileage for poll workers	\$0	\$0	\$0	\$0	
Administration/coordination staff					
Temporary staff person	\$0	\$0	\$0	\$0	
Polling places					
Polling place rental/cleaning	\$0	\$0	\$0	\$0	The goal is to use polling sites that are donated without a fee.
Network connectivity	\$0	\$0	\$0	\$0	This will impact the sites that can be used for elections.
Equipment					
Precinct kits	\$250	\$250	\$250	\$250	A precinct kit that includes envelopes, seals, etc. is \$250. Each polling site will require 1 precinct kit.
Ballots	\$0	\$0	\$0	\$0	Funded by the Ottawa County Clerk/Register of Deeds Office. This is not a new cost.
Delivery trailer for equipment	\$130	\$130	\$130	\$130	Estimated based on a cost per day of \$65, with the trailer needed for 2 days per election per site.
I voted stickers	\$110	\$110	\$110	\$110	Estimated at \$5.50 per roll of 1000 stickers with 20 rolls needed per site.

Early In-Person Voting - Cost for Local Units to Partner with County

Based on the County operating four early in-person voting sites that serve approximately 58,000 voters each.

Ongoing Cost per Election

	Location:	Georgetown	Holland	Grand Haven	Crockery	Notes
Equipment (cont.)						
Miscellaneous		TBD	TBD	TBD	TBD	
Storage space - new equipment		TBD	TBD	TBD	TBD	
Cost of Ongoing Early In-Person Voting		\$16,398	\$13,491	\$12,038	\$7,678	
Total costs						
Combined cost of all four sites			\$49,605			Total of above costs.

Early In-Person Voting - Cost for Local Units to Partner with County

Based on the County operating four early in-person voting sites that serve approximately 58,000 voters each.

Additional Costs

Year 1	Estimated Annual Cost	Notes
Administration/coordination staff		
Elections Logistic Specialist	\$124,816	This reflects one new full-time employee at pay grade 10 step 7 and includes, wages, benefits and taxes.
Temporary staff person	\$14,061	This reflects a temporary staff person at grade who will be employed for 15 hours per week during election years and includes both wages and taxes.
Staff mileage (includes both years)	\$4,810	Mileage for both staff members is estimated at 100 per day for each of the nine voting days for a total of 1,800 miles per election. An additional 2,000 miles is also estimated for additional travel related to the positions. The estimated mileage rate is \$.65.
Administrative overhead	\$13,761	The administrative overhead charge is based on estimated expenditures and non-allocated expenses by year.
IT administration	\$5,026	This estimate comes from IT and includes the administrative surcharge
Office furniture	\$10,000	This estimate comes from Facilities and includes the cost of new desks, chairs, and other office furniture.
Desk phone	\$768	Estimated cost of running a desk phone for one year.
IT equipment for Elections Logistic Specialist	\$2,800	This cost includes the necessary IT equipment for the new Elections Logistic Specialist position.
Equipment		
Maintenance for ballot tabulators and ADA devices	\$8,548	The annual maintenance cost is \$376 for a ballot tabulator and \$211 for an ADA device. Each polling site will require 4 new ballot tabulators and 3 new ADA devices. Ottawa County covers 50% of this cost.
Maintenance for print on demand device	\$2,532	The annual maintenance cost is \$211 for each print on demand device. Each polling site will require 3 print on demand devices. Ottawa County covers 50% of this cost.
Mailings		
Early voting notices	\$45,000	Required by the legislation, this includes notices by mail of early-voting locations, hours, and dates. The estimated cost is based on absentee ballot mailing in 2020.
Year 1 Additional Costs of Early In-Person Voting	\$232,122	This includes full maintenance costs.
Cost of Year 1 less County costs	\$226,582	This excludes 50% of maintenance costs.

Early In-Person Voting - Cost for Local Units to Partner with County

Based on the County operating four early in-person voting sites that serve approximately 58,000 voters each.

Additional Costs

Year 2	Estimated Annual Cost	Notes
Administration/coordination staff		
Elections logistic specialist	\$128,727	This cost was estimated by Ottawa County Human Resources. It reflects one new full-time employee at pay grade 10 with step increases in salary. During Year 2, the county will cover 75% of this cost because there are no federal/state elections occurring that would require early in-person voting.
Administrative overhead	\$3,524	The administrative overhead charge is based on estimated expenditures and non-allocated expenses by year.
IT administration	\$5,026	This estimate comes from IT and includes the administrative surcharge.
Desk phone	\$768	Estimated cost of running a desk phone for one year.
Equipment		
Maintenance for ballot tabulators and ADA devices	\$8,548	The annual maintenance cost is \$376 for a ballot tabulator and \$211 for an ADA device. Each polling site will require 4 new ballot tabulators and 3 new ADA devices. Ottawa County covers 50% of this cost.
Maintenance for print on demand device	\$2,532	The annual maintenance cost is \$211 for each print on demand device. Each polling site will require 3 print on demand devices. Ottawa County covers 50% of this cost.
Year 2 Additional Costs of Early In-Person Voting	\$149,125	This includes the full cost of the Elections Logistic Specialist and full maintenance costs.
Cost of Year 2 less County costs	\$47,040	This excludes 75% of the Elections Logistic Specialist cost and 50% of maintenance costs.

Early Voting Contract Proposal Support

General Fund - 10114511 (Elections)	Year 1 - 2024	Year 2 - 2025	Total Contract
Salary & Wages (Year 2 = 75%) & Benefits	\$ -	\$ 96,545	\$ 96,545
Operating Expenses	\$ 5,540	\$ 5,540	\$ 11,080
Capital Outlay	\$ 202,000	\$ -	\$ 202,000
General Fund Contribution Total by Year	\$ 207,540	\$ 102,085	\$ 309,625

Special Revenue Fund - Elections Early Voting Contracts	Year 1 - 2024	Year 2 - 2025	Total Contract
Special revenue fund to be created FY24 to capture contract revenue and expenses.			
Salary & Wages & Benefits	\$ 232,663	\$ 79,075	\$ 311,738
Supplies	\$ 82,220	\$ -	\$ 82,220
Contracted Services	\$ 5,564	\$ 5,540	\$ 11,104
Operating Expenses	\$ 23,590	\$ 3,480	\$ 27,070
Indirect Expense	\$ 18,787	\$ 8,550	\$ 27,337
Special Revenue Fund Total by Year	\$ 362,824	\$ 96,645	\$ 459,469

	Year 1 - 2024	Year 2 - 2025	Total Contract
Total General Fund Contribution	\$ 207,540	\$ 102,085	\$ 309,625
Total Special Revenue (Local Unit Contract Commitment)	\$ 362,824	\$ 96,645	\$ 459,469
Grand Total Early Voting Contracts	\$ 570,364	\$ 198,730	\$ 769,094



Ottawa County

Election Logistics Specialist

Class Code:
6503

Bargaining Unit: Unclassified

OTTAWA COUNTY

Established Date: May 18, 2023

Revision Date: May 18, 2023

SALARY RANGE

\$57,875.74 - \$75,247.64 Annually

JOB DESCRIPTION:

Under the direction of the County Clerk, Chief Deputy County Clerk and Elections Director, coordinates and administers all early voting operations held within the county. Ensures substantive and procedural compliance with all federal, state, and local statutes and regulations governing elections. Coordinates and manages the staging of early voting sites, develops and manages the communication plan, assists with the development and administration of the budget for early voting, and aids with the management of nine early days of voting and post-election reconciliation duties. Provides technical support for all cities and townships within Ottawa County. Performs a variety of functions required to ensure fair, free, accurate and cost-effective elections.

ESSENTIAL JOB FUNCTIONS:

The essential functions of this position include, but are not limited to, the following:

1. Develops, designs, and implements the early voting plans for state, and federal elections in accordance with the Michigan Constitution Article II § 4 1(m). Negotiates with municipalities and prepares early voting plans and contracts for services and submits these plans to the Michigan Secretary of State Bureau of Elections Division for approval.
2. Works with city and township clerks, facility directors, special event coordinators, and superintendents to survey, inspect and secure the use of facilities throughout the nine-day duration of early voting. Ensures and verifies that all facilities meet ADA requirements. Designs early voting facility indoor and outdoor layouts for the public to gain easy access to the facility as well as directs the set up and tear down of facilities, supplies and equipment.
3. Assist with election inspector and troubleshooter recruitment, employment with Ottawa County, and assists with conducting election worker certification training. Indirectly supervises upwards of forty temporary employees before, during and after the early voting period.

4. Responsible for maintaining the countywide voter list, including monitoring the death records and voter cancellation notices to local clerks in the Qualified Voter File (QVF), as well as running the National Change of Address (NCOA) list for each jurisdiction and mailing cancellation notices as a result of NCOA information.
5. Creates and maintains a detailed communication campaign for voters across the county relating to the administration of early voting and election security, including but not limited to early voting site location, early voting hours and how early voting is conducted.
6. Oversees and maintains all early voting election equipment in Ottawa County. Provides public accuracy testing of voting equipment for all early voting sites. Handles the logistics for transportation of election equipment to and from the early voting sites and secures that equipment for storage. Trains and supervises staff to provide emergency maintenance on election equipment before and during early voting election days.
7. Negotiates pricing for and orders all early voting election supplies and operating supplies for voting equipment, as well as all ballot orders for each early voting site. Distributes all ballots, supplies and materials to each early voting site.
8. Downloads the electronic poll book information and updates EPB laptop software prior to the beginning of early voting.
9. Supervises the preparation and execution of daily statistical reports and voting rosters for each day of early voting to be uploaded on the County's website for voter transparency.
10. Develops, designs and implements end of day procedures in accordance with statute throughout the duration of early voting, including the securing of all equipment and ballots for each early voting site.
11. Oversees and manages the receiving board operations for the close of early voting on election night of each state or federal election.
12. Maintains regular communication and contact with city and township clerks contracting with the county for early day voting services. Provides support to the jurisdiction clerks appointed to work the early voting sites throughout the duration of early voting.
13. Provides oversight to the temporary Election Logistics Assistant in accordance with County policies and procedures and all applicable statutes and regulations governing early voting.
14. All other duties as assigned.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

Bachelor's degree or at least 3 years relevant experience in public administration, business administration, business information systems, political science, or other relevant field. At least two years of elections experience, including at least six months as a lead worker or supervisor, or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENTS AND INFORMATION:

Required Knowledge and Skills:

1. Thorough working knowledge of the Michigan Election Law (Act 116 of 1954, as amended).
2. Good working knowledge of the Fannie Lou Hamer, Rosa Parks and Coretta Scott King Voting Rights Reauthorization and Amendments Act of 2006; the Help America Vote Act (Public Law 107-252); National Voter Registration Act of 1993; The Uniformed and Overseas Citizens Absentee Voting Act; the Military and Overseas Voting Act, Michigan Compiled Law Chapter 168, and the Federal Election Campaign Act of 1974.
3. Good working knowledge of adult education and training principles and practices.
4. Working knowledge of the principles and practices of supervision.
5. Good working knowledge of bookkeeping and accounting principles and practices.
6. Thorough working knowledge of a variety of voting equipment and the ability to program operating software and troubleshoot software and hardware issues.
7. Computer literacy and a thorough working knowledge of word processing, spreadsheet and database management applications.
8. Good working knowledge of document imaging systems and protocols and practices.
9. Good time management and organizational skills.
10. Good verbal and written communications skills.
11. Excellent interpersonal and human relations skills.
12. Ability to interact positively and professionally with local unit clerks, facility directors, registered and prospective voters, prospective candidates for office, petition filers, voting machine vendors and helpdesk technicians, operating supply vendors, members of the Board of Canvassers, community and business representatives, and members of the general public with widely divergent socio-economic and cultural backgrounds and varying levels of communication skills.

Physical Requirements:

1. Must have sufficient visual acuity, with or without corrective lenses, to visually inspect printed ballots for errors and verify readouts from optical scanners and tabulators.
2. Must have sufficient manual dexterity to code test decks and operate keypads.
3. Must have sufficient strength and dexterity to lift voting equipment weighing approximately 40 lbs with or without mechanical or other assistance.

Working Conditions:

Work is generally performed in a normal office environment. Equipment, ballots and supplies are delivered to local jurisdictions and individual polling sites located throughout the county and Election Logistics Specialist must provide his or her own transportation between sites.



Ottawa County

Election Logistics Assistant

Class Code:

Bargaining Unit: Temporary

OTTAWA COUNTY

Established Date: May 18, 2023

Revision Date: May 18, 2023

SALARY RANGE

\$14,061.00 Annually

JOB DESCRIPTION:

Under the direction of the Election Director and Election Logistics Specialist, assists in the coordination and administration of all early voting operations held within the county. Assists in the coordination with the staging of early voting sites, assists with the administration of the budget for early voting, and aids with the management of nine early days of voting and post-election reconciliation duties. Provides technical support for all cities and townships within Ottawa County. Performs a variety of functions required to ensure fair, free, accurate and cost-effective elections.

ESSENTIAL JOB FUNCTIONS:

The essential functions of this position include, but are not limited to, the following:

1. Assists with the implementation of early voting plans for state, and federal elections in accordance with the Michigan Constitution Article II § 4 1(m).
2. Works with city and township clerks, facility directors, special event coordinators, and superintendents to survey, inspect and secure the use of facilities throughout the nine-day duration of early voting. Ensures and helps verify that all facilities meet ADA requirements. Assists in the the set up and tear down of facilities, supplies and equipment.
3. Assist with election inspector and troubleshooter recruitment, employment with Ottawa County, and helps conduct election worker certification training.
4. Responsible for helping maintain the countywide voter list, including monitoring the death records and voter cancellation notices to local clerks in the Qualified Voter File (QVF), as well as running the National Change of Address (NCOA) list for each jurisdiction and mailing cancellation notices as a result of NCOA information.
5. Assists in the development of a detailed communication campaign for voters across the county relating to the administration of early voting and election security, including but not limited to early voting site location, early voting hours and how early voting is conducted.

6. Helps conduct public accuracy testing of voting equipment for all early voting sites. Provides emergency maintenance on election equipment before and during early voting election days. Distributes all ballots, supplies and materials to each early voting site.
7. Prepares and executes daily statistical reports and voting rosters for each day of early voting and assists in updating the County's website for voter transparency.
8. Assists with end of day procedures in accordance with statute throughout the duration of early voting, including the securing of all equipment and ballots for each early voting site.
9. Ensures receiving board operations at the close of early voting on election night of each state and federal election is timely conducted.
10. Maintains regular communication and contact with city and township clerks contracting with the county for early day voting services. Provides support to the jurisdiction clerks appointed to work the early voting sites throughout the duration of early voting.
11. All other duties as assigned.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

High school diploma or GED combined with some post-secondary training in public administration, business administration, business information systems, political science, or other relevant field and 1-2 years election experience preferred.

ADDITIONAL REQUIREMENTS AND INFORMATION:

Required Knowledge and Skills:

1. Thorough working knowledge of the Michigan Election Law (Act 116 of 1954, as amended).
2. Good working knowledge of the Fannie Lou Hamer, Rosa Parks and Coretta Scott King Voting Rights Reauthorization and Amendments Act of 2006; the Help America Vote Act (Public Law 107-252); National Voter Registration Act of 1993; The Uniformed and Overseas Citizens Absentee Voting Act; the Military and Overseas Voting Act, Michigan Compiled Law Chapter 168, and the Federal Election Campaign Act of 1974.
3. Good working knowledge of adult education and training principles and practices.
4. Working knowledge of the principles and practices of supervision.
5. Good working knowledge of bookkeeping and accounting principles and practices.
6. Thorough working knowledge of a variety of voting equipment and the ability to program operating software and troubleshoot software and hardware issues.
7. Computer literacy and a thorough working knowledge of word processing, spreadsheet and database management applications.
8. Good working knowledge of document imaging systems and protocols and practices.
9. Good time management and organizational skills.
10. Good verbal and written communications skills.
11. Excellent interpersonal and human relations skills.

12. Ability to interact positively and professionally with local unit clerks, facility directors, registered and prospective voters, prospective candidates for office, petition filers, voting machine vendors and helpdesk technicians, operating supply vendors, members of the Board of Canvassers, community and business representatives, and members of the general public with widely divergent socio-economic and cultural backgrounds and varying levels of communication skills.

Physical Requirements:

1. Must have sufficient visual acuity, with or without corrective lenses, to visually inspect printed ballots for errors and verify readouts from optical scanners and tabulators.
2. Must have sufficient manual dexterity to code test decks and operate keypads.
3. Must have sufficient strength and dexterity to lift voting equipment weighing approximately 40 lbs with or without mechanical or other assistance.

Working Conditions:

Work is generally performed in a normal office environment. Equipment, ballots and supplies are delivered to local jurisdictions and individual polling sites located throughout the county and Election Logistics Assistant must provide his or her own transportation between sites.

AGREEMENT FOR EARLY VOTING ADMINISTRATIVE SERVICES

This Agreement is made as of _____, 2023, by the City of _____ / _____ Township, a Michigan municipal corporation, _____ (“the City/Township”) and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 (“Ottawa County”), with reference to the following facts and circumstances:

- A. City/Township, pursuant to the Michigan Constitution, Article II § 4 (1)(m), has the power and is required to conduct at least nine (9) consecutive days of early voting in person for each statewide and federal election beginning on the second Saturday before the election and ending on the Sunday before the election, for at least eight (8) hours each day.
- B. Article II § 4 (1)(m) of the Michigan Constitution, provides that a jurisdiction conducting an election may enter into an agreement with the clerk of the county in which it is located, authorizing the county clerk to conduct early voting for the jurisdiction.
- C. The City/Township has requested that the Ottawa County Clerk provide assistance in conducting early voting (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided for in this Agreement.
- D. Ottawa County is willing to assist the City/Township by providing the requested early voting services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City/Township and Ottawa County agree as follows:

1. **General Agreement:** Ottawa County, through the Ottawa County Clerk/Register’s Office (“County Clerk”) agrees to conduct and administer four (4) early voting sites with assistance from, and in consultation with, the City/Township in conjunction with those additional cities and townships that enter into an Agreement for Early Voting Administrative Services with Ottawa County. The early voting sites will be administered by the County Clerk, or designated representative, who will organize, approve, and monitor the administrative requirements of early voting. Ottawa County agrees to perform the following services through its employees, and to provide the materials set forth herein:

- A. **Scope of Service** – The County Clerk, through its designated representative, agrees to administer, according to the constitution and laws of the State of Michigan, four (4) early voting sites, for each statewide and federal election for the City/Township and the other jurisdictions within Ottawa County which are parties to this Agreement, starting October 1, 2023, and concluding its services December 31, 2025.
- B. **The Jurisdictions (“Jurisdictions”) that may enter such early voting agreements with Ottawa County are:** Allendale Charter Township; Blendon Township; Chester Township; City of Coopersville; Crockery Township; City of Ferrysburg; City of Grand Haven; Grand Haven Charter Township; Georgetown Charter Township; Holland Charter Township; City of Holland (including those parts of the City of Holland within Allegan County); City of Hudsonville; Jamestown Charter Township; Olive Township; Park Township; Polkton Charter Township; Port Sheldon Township; Robinson Township; Spring Lake Township; Tallmadge Charter Township; Wright Township; Zeeland Charter Township; City of Zeeland; Ottawa County.
- C. **The Number of Precincts in each Jurisdiction are:** Allendale Charter Township (5), Blendon (3), Chester (1), City of Coopersville (2), Crockery (2), City of Ferrysburg (1), City of Grand Haven (4), Grand Haven Charter Township (7), Georgetown Township (17), Holland Charter Township (12), City of Holland (15), City of Hudsonville (3), Jamestown Charter Township (4), Olive Township (2), Park Township (8), Polkton Township (1), Port Sheldon Township (2), Robinson Township (3), Spring Lake township (6), Tallmadge Township (3), Wright Township (1), Zeeland Charter Township (4), City of Zeeland (4).
- D. **Early Voting Coordinator** – The County Clerk agrees to provide an early voting coordinator (“Election Logistics Specialist”) who will organize and monitor the administrative requirements of early voting throughout Ottawa County. The Election Logistics Specialist will be an Ottawa County employee, and Ottawa County shall pay all wages, salaries, fringe benefits, workers’ compensation insurance, unemployment compensation, and tax and social security withholdings, within the guidelines and policies of Ottawa County and the County Clerk.

The Election Logistics Specialist position will, at all times, be staffed by an individual who is certified, qualified and trained in accordance with all administrative requirements of early voting, and is deputized as a deputy county clerk.

It is understood that the Election Logistics Specialist will present a quarterly activity report to the City/Township Clerk as requested, and that the City/Township Clerk will have regular opportunities to request information regarding early voting issues and concerns through the County Clerk’s

office by contacting the Elections Supervisor, the Chief Deputy County Clerk, or the County Clerk.

- E. **Early Voting Sites** – The County Clerk, by way of the Election Logistics Specialist, will administer four (4) early voting sites for each federal or statewide election. The four (4) early voting sites will serve those jurisdictions within Ottawa County that enter into an Agreement for Early Voting Administrative Services with Ottawa County (“Participating Jurisdictions” whose clerks will be referred to as “Participating Jurisdictional clerks”).

The early voting regions will be strategically placed throughout the county based on expected turnout, population density, public transportation, accessibility, travel time, and averages of registered voters within a thirty (30) mile radius of Participating Jurisdictions. Additionally, once a region has been established, Ottawa County will take into account the size, location, rental availability for the nine (9) consecutive days of early voting, and the cost of potential venues that may be utilized.

After an early voting site venue is chosen, the County Clerk shall submit each early voting site location to the Ottawa County Board of Election Commissioners for approval. The voting site locations shall be finalized no later than sixty (60) days before the applicable election day.

- F. **Early Voting Hours** – All early voting sites will be open for the required nine (9) consecutive days, beginning on the second Saturday before a statewide or federal election and ending on the Sunday before a statewide federal election. Each site must be open for at least eight (8) hours each day. The following hours will be kept for each early voting site:

Saturday – 7:00 AM-3:00 PM;
Sunday – 7:00 AM-3:00 PM;
Monday – 7:00 AM-3:00 PM;
Tuesday – 11:00 AM-7:00 PM;
Wednesday – 7:00 AM-3:00 PM;
Thursday – 11:00 AM-7:00 PM;
Friday – 7:00 AM-3:00 PM;
Saturday – 7:00 AM-3:00 PM;
Sunday – 7:00 AM-3:00 PM.

The County Clerk will not approve any additional days or hours of early voting; however, each Participating Jurisdictional clerk has the right to offer early voting on additional days and at their own set hours outside what is described above.

- G. **Communication Strategy** – A communication strategy will be launched to promote, motivate, encourage, and build confidence with local voters

regarding participation in early voting. The detailed provisions of the communication strategy will keep the public informed as to early voting site locations, the hours of early voting, education on how early voting is conducted, and may include publications, press releases, brochures, billboards, radio spots, social media posts and ads, newsletters, and/or postcards.

The County Clerk will be responsible for providing notice, no later than forty-five (45) days before the applicable election, specifying the location of the approved early voting sites and the hours of operation of the early voting sites for each day early voting is offered, to each registered elector entitled to vote at these early voting sites. The County Clerk must provide notice by mail or other method designed to provide actual notice to each registered elector.

If there is a change to an early voting site, the County Clerk will be responsible for providing notice, no later than twenty-one (21) days before the first day of early voting as to the new early voting site, to each registered elector by mail or other method designed to provide actual notice to the registered elector. In addition, the County Clerk, or designated staff, must post a sign indicating the new early voting site at the location of the former early voting site.

- H. **Early Voting Budget** – Ottawa County through its Strategic Impact Department and with the assistance of the Participating Jurisdictional clerks, developed an early voting projected cost summary which is addressed in and attached as **Exhibit A** of this Agreement.

At the beginning of this Agreement and annually thereafter, Ottawa County shall provide a projected cost summary for the services for the contract year within the guidelines of Ottawa County's total budget. The parties acknowledge that the costs set forth in Ottawa County's projected cost summary are only estimates. Ottawa County will attempt to keep billings to the Participating Jurisdictions as close to the original projected cost summary as is practicable given the overall County Clerk's budget, Ottawa County's staffing policies and activities, and cost demands. Ottawa County reserves the right to modify the projected cost summary if the costs incurred change for any reason, including, but not limited to, if any of the Participating Jurisdictions withdraw from the Agreement in accordance with Section 1. O. of this Agreement, and modifications can be made by Ottawa County without written approval by the City/Township provided that Ottawa County gives written notice to the City/Township.

Additionally, the parties may agree to adjustments in the number of full-time equivalent employees ("FTEs") or partial FTEs subject to this Agreement at any time by modifying **Exhibit A** of this Agreement. Approval of adding

additional FTE's may occur administratively (i.e. in writing signed by the County Clerk and all Participating Jurisdictional clerks), as long as the legislative bodies of each Participating Jurisdiction are advised in writing.

- I. **Equipment and Supplies** – The County Clerk is responsible for purchasing all equipment and supplies needed for the administration of early voting per this Agreement and will maintain and secure the equipment for future use at the Fillmore Complex, 12220 Fillmore Street, West Olive, MI 49460.

The County Clerk will purchase sixteen (16) tabulators, twelve (12) voter assist terminals, twelve (12) print on demand devices, and twelve (12) electronic poll books to be divided between the four (4) early voting sites as indicated in **Exhibit A**. All ongoing maintenance costs for the tabulators, voter assist terminals and print on demand devices will be 50% covered by Ottawa County in accordance with current maintenance contracts, and the remainder 50% divided by the Participating Jurisdictions in accordance with their share of total registered voter percentages of such Participating Jurisdictions.

- J. **Testing of Voting Equipment** – In keeping with Ottawa County's current processes, the County Clerk, or designated representative, will continue to program all electronic voting equipment no later than forty-five (45) days before each applicable election day. In addition, the County Clerk will continue to conduct all public logic and accuracy testing of every electronic voting device within Ottawa County no later than five (5) days before the start of early voting in accordance with State of Michigan requirements.

Each of the jurisdictions that are party to this Agreement will be responsible to purchase and supply all precinct test ballots for the public logic and accuracy testing of election equipment used throughout the duration of early voting per this Agreement. All test ballots must be delivered to the County Clerk at least one (1) day before the public logic and accuracy testing is intended to take place for the early voting sites. Upon completion of the public logic and accuracy testing, the County Clerk will be responsible for maintaining and securing the ballots and tapes during the requisite retention period.

- K. **Electronic Poll Book** - The County Clerk, or designated jurisdictional clerk, will download the electronic poll book software from the qualified voter file software throughout the duration of early voting.

- L. **Early Voting Staffing** – The County Clerk, with the assistance and recruitment of the Participating Jurisdictional clerks, will staff each of the early voting sites with trained election inspectors¹ and troubleshooters. All

¹ The minimum number of trained election inspectors per site per day is estimated in Exhibit A but may be modified and adjusted by the County Clerk based on needs and communicated in writing to the Participating Jurisdictional clerks.

election inspectors and troubleshooters for each location will be appointed and notified at least thirty-one (31) days and not more than fifty (50) days before each statewide and federal election subject to this Agreement. All election inspectors and troubleshooters utilized throughout early voting will be Ottawa County employees, and Ottawa County shall pay all hourly rates within the guidelines and policies of Ottawa County and the County Clerk.

Additionally, each early voting site will staff a minimum of one (1) jurisdictional clerk, appointed by the County Clerk in accordance with State of Michigan legislation, to act as supervisor for each day of early voting. Each Participating Jurisdictional clerk will submit their availability to act as supervisor for the duration of early voting to the County Clerk six (6) weeks prior to the second Saturday before the applicable election. The County Clerk, based on these availabilities, will appoint at a minimum four (4) Participating Jurisdictional clerks daily to supervise and operate the early voting sites in the same manner as the Participating Jurisdictional clerk does for an election day polling place. The Participating Jurisdictional clerks chosen for that day may delegate the supervisor's responsibilities to a member of the Participating Jurisdictional clerk's staff. If the Participating Jurisdictional clerk or staff cannot be available to act as supervisor, the County Clerk, or designated staff, may act as supervisor. The Participating Jurisdictional clerks will be notified of the appointments four (4) weeks prior to the second Saturday before the election. All appointed Participating Jurisdictional clerks shall be considered as acting only in furtherance of their own Participating Jurisdiction's governmental interests and shall not be considered employees of Ottawa County for purposes of this Agreement and will not be paid by Ottawa County for services rendered during their early voting appointments.

In addition, one (1) early voting coordinator (Election Logistics Specialist) and one (1) part-time temporary Ottawa County employee will monitor and help administer early voting by traveling to each site as necessary. Hart Support will also be available for any outstanding technical needs.

- M. **Receiving Board** – The County Clerk, with the assistance of the Participating Jurisdictional clerks, will appoint twelve (12) election inspectors to canvass the early vote returns on election day and report early voting results to the County Clerk. Each early voting site will have three (3) election inspectors (“receiving board”) dedicated to receiving the early vote returns for Ottawa County. The receiving boards will arrive at Ottawa County, 12220 Fillmore St., West Olive, MI 49460, by 7:15 PM on the applicable election day to process end of election day procedures at 8:00 PM.
- N. **Paper poll books** – The County Clerk, in consultation with the Participating Jurisdictional clerks, will select the configuration set or sets of tabulators

and early voting poll books no later than ninety (90) days before an election subject to this Agreement.

- O. **Process for Withdrawing from Agreement** – Ottawa County or the City/Township may withdraw from this Agreement by providing at least thirty (30) days' written notice to the other. Any Participating Jurisdiction withdrawing from the Agreement must send written notice of its withdrawal to the following parties: the County Clerk, Corporate Counsel of Ottawa County at 12220 Fillmore Street Room 130, West Olive, MI 49464, and any other Participating Jurisdiction that has entered an existing Agreement for Early Voting Administrative Services with Ottawa County. If Ottawa County withdraws from this Agreement, written notice of its withdrawal shall be sent to the City/Township and all other Participating Jurisdictions that have entered an existing Agreement for Early Voting Administrative Services with Ottawa County. The City/Township and Ottawa County agree that they may not withdraw from this Agreement during the period beginning one-hundred fifty (150) days before the first statewide general November election in an even numbered year and ending on the completion of the county canvass for that statewide general November election in that even numbered year.

Upon receiving written notice of withdrawal, and if the thirty (30) day notice described above has been met, the County Clerk will send the City/Township an approval letter acknowledging the withdrawal, with simultaneous copies to all other parties to the Agreement. The Agreement will expire thirty (30) days from the date of delivery of the notice of withdrawal if all deadlines are satisfied. If the withdrawal falls within the one-hundred fifty (150) days before the statewide general November election in an even numbered year and before the completion of the county canvass for that statewide general November election in that even numbered year, the County Clerk will send the jurisdiction a letter rejecting the termination of the Agreement; the jurisdiction then will continue to perform all responsibilities as outlined in this Agreement.

- P. **Process to Notify the Secretary of State** - The County Clerk, or designated representative, will submit the early voting plan as described in this Agreement, and any amendments to that early voting plan as described in one or more amendments to this Agreement, to the Michigan Secretary of State no later than one-hundred ten (110) days before the first statewide or federal election in an even numbered year.
2. **Responsibilities of the City/Township:** The City/Township is responsible for paying its portion of Ottawa County's actual compensation for the services and equipment estimated in **Exhibit A**. Ottawa County will bill the City/Township on an annual basis according to **Exhibit A**, and the City/Township will pay Ottawa County within thirty (30) days following its receipt of the invoice.

3. **County Expenses**: The City/Township is also responsible to pay Ottawa County on a monthly basis for reimbursable expenses in a not-to-exceed annual amount of \$1,500. All expenses will be billed to the City/Township in such detail and/or with sufficient supporting documentation, as may be reasonably required by the City/Township. Reimbursable expenses are the City/Township's proportional share of office supplies, printing, publishing, postage, mileage and other costs agreed to prior to invoicing of the City/Township.
4. **Independent Contractor**: At all times and for all purposes under this Agreement, the relationship of Ottawa County and the City/Township shall be that of independent contractors. All employees of Ottawa County who perform services under this Agreement shall be and remain employees of Ottawa County and provided with worker's compensation insurance coverage by Ottawa County. They shall be subject to the discipline, supervision, direction, policies, and control of Ottawa County and the County Clerk. All employees or agents of the City/Township who perform services under this Agreement shall be and remain employees or agents of the City/Township, subject to the discipline, supervision, direction, policies and control of the City/Township.
5. **Indemnification and Hold Harmless**: Each party to this Agreement shall defend, indemnify and hold the other parties, and their officers, employees, agents, and assigns, harmless from claims and any liability which arise out of and/or are the result of an alleged error, mistake, negligence, or intentional act or omission of the indemnifying party, its officers, employees, agents, and assigns.
6. **Insurance**: The City/Township will include Ottawa County, the Ottawa County and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance. The required insurance policy shall have commercial general liability policy limits of not less than \$1,000,000. Ottawa County will include the City/Township and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance or in its Memorandum of Coverage from the Ottawa County, Michigan Insurance Authority. The required insurance policy or coverage will have commercial general liability policy limits of not less than \$1,000,000. Written proof of the existence of such insurances will be supplied by the City/Township and Ottawa County to each other as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the City/Township may reasonably require per this agreement.
7. **Term of Agreement**: The effective date of this Agreement shall be October 1, 2023. This Agreement shall continue in effect from the effective date through December 31, 2025. This Agreement may be renewed thereafter for one (1) additional two (2) year term, by mutual written agreement of the parties, entered into no later than one hundred twenty-five (125) days before the first regularly scheduled statewide or federal election in 2026.

8. **Miscellaneous:**

- A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the language in those sections.
- B. **Severability.** If any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions of this Agreement. Any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- C. **Entire Agreement and Amendment.** In conjunction with matters covered by this Agreement, the Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth in this Agreement. The parties acknowledge that terms within this Agreement may be altered, amended or modified as a result of impending legislation, but only by an instrument in writing, executed by the parties to this Agreement. Each party to this Agreement waives its future right to claim or assert that this Agreement has been modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.

The Election Logistics Specialist, in developing the early voting plan, shall submit addendums to this Agreement, listing any of the above terms that may change due to subsequent legislation, all site locations that are approved by Ottawa County Board of Election Commissioners, and any cost adjustments incurred as a result of any additional costs or any Participating Jurisdiction withdrawing from the Agreement.

- D. **Successors and Assigns.** All representations, covenants, and warranties set forth in the Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of any or all such parties, and their successors and assigns.
- E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against any party considered to be the drafter of this Agreement.
- F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts; all such counterparts shall for all purposes be deemed to be an original. All such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one (1) and the same instrument.

In witness whereof the parties have executed this Agreement as of the indicated date (s).

City of _____ / _____ Township:

By: _____

Its: _____

By: _____

Its: _____

Dated: _____

COUNTY OF OTTAWA:

By: _____

Joe Moss, Chairperson

Its: Board of Commissioners

By: _____

Justin F. Roebuck

Its: County Clerk/Register of Deeds

Dated: _____

Exhibit A

Early In-Person Voting Cost Summary

Implementation Cost - first election	\$86,637
Ongoing Cost per Election - second election	\$49,605
Ongoing Cost per Election - third election	\$49,605
Additional Costs - year 1	\$226,582
Additional Costs - year 2	\$47,040
Total Local Unit Cost for 2 Years of Early In-Person Voting:	\$459,469
Total Ottawa County Cost for 2 Years of Early In-Person Voting:	\$309,625
Total Cost of Early-In Person Voting:	\$769,094

Annual cost breakdown is provided in Attachment A

Cost of 2 Years of Early In-Person Voting Per Local Unit			
Jurisdiction	Registered Voters ¹	% of Total	Cost per Local Unit
Allendale	13,912	5.96%	\$27,366
Blendon	5,707	2.44%	\$11,226
Chester	1,644	0.70%	\$3,234
Coopersville	3,430	1.47%	\$6,747
Crockery	3,961	1.70%	\$7,792
Ferrysburg	2,655	1.14%	\$5,223
Georgetown	41,151	17.62%	\$80,947
Grand Haven City	9,358	4.01%	\$18,408
Grand Haven Twp	15,330	6.56%	\$30,155
Holland City ²	27,252	11.67%	\$53,607
Holland Twp	28,095	12.03%	\$55,265
Hudsonville City	5,755	2.46%	\$11,321
Jamestown	7,423	3.18%	\$14,602
Olive	3,763	1.61%	\$7,402
Park	15,940	6.82%	\$31,355
Polkton	1,945	0.83%	\$3,826
Port Sheldon	4,688	2.01%	\$9,222
Robinson	5,127	2.19%	\$10,085
Spring Lake Twp	13,288	5.69%	\$26,138
Tallmadge	7,242	3.10%	\$14,246
Wright	2,545	1.09%	\$5,006
Zeeland City	4,400	1.88%	\$8,655
Zeeland Twp	8,969	3.84%	\$17,643
Total	233,580	100.00%	\$459,469

¹ Registered voter totals were determined on 7/7/2023 and will hold for the duration of the Agreements

² Includes 6,293 registered voters in Allegan County

Attachment A
Cost per Local Unit by Year

	Year 1 Cost	Year 2 Cost	Total Cost per Local Unit
Allendale	\$21,893	\$5,473	\$27,366
Blendon	\$8,981	\$2,245	\$11,226
Chester	\$2,587	\$647	\$3,234
Coopersville	\$5,398	\$1,349	\$6,747
Crockery	\$6,233	\$1,558	\$7,792
Ferrysburg	\$4,178	\$1,045	\$5,223
Georgetown	\$64,758	\$16,189	\$80,947
Grand Haven City	\$14,726	\$3,682	\$18,408
Grand Haven Twp	\$24,124	\$6,031	\$30,155
Holland City	\$42,885	\$10,721	\$53,607
Holland Twp	\$44,212	\$11,053	\$55,265
Hudsonville City	\$9,056	\$2,264	\$11,321
Jamestown	\$11,681	\$2,920	\$14,602
Olive	\$5,922	\$1,480	\$7,402
Park	\$25,084	\$6,271	\$31,355
Polkton	\$3,061	\$765	\$3,826
Port Sheldon	\$7,377	\$1,844	\$9,222
Robinson	\$8,068	\$2,017	\$10,085
Spring Lake Twp	\$20,911	\$5,228	\$26,138
Tallmadge	\$11,396	\$2,849	\$14,246
Wright	\$4,005	\$1,001	\$5,006
Zeeland City	\$6,924	\$1,731	\$8,655
Zeeland Twp	\$14,114	\$3,529	\$17,643
Total	\$367,575	\$91,894	\$459,469

Note: Total cost of early voting for local units is split across the two years, with year one covering 80% of the total cost and year two covering the remaining 20%.

Early In-Person Voting - Cost for Local Units to Partner with County

Based on the County operating four early in-person voting sites that serve approximately 58,000 voters each.

Implementation Cost - First Election

	Location: Georgetown	Holland	Grand Haven	Crockery	Notes
Poll workers					
Poll workers	\$15,405	\$12,498	\$11,045	\$6,685	Includes poll workers at an estimated \$15/hr, two chairs at \$18/hr, and one troubleshooter at \$18/hr with each working 10 hours per day. The hourly rate is based on survey data collected from local unit clerks in Ottawa County and includes taxes. Site breakdown for poll workers is as follows: Georgetown - 7 poll workers, Holland - 5 poll workers, Grand Haven - 4 poll workers, Crockery - 1 poll worker.
Receiving board	\$315	\$315	\$315	\$315	Estimate based on a \$105 per diem, with each site needing a minimum of 3 board members (including 1 Republican and 1 Democrat).
Training of poll workers	\$625	\$625	\$625	\$625	Based on training 50 poll workers who are paid \$50 each for training. The training cost is based on survey data collected from local unit clerks in Ottawa County.
Meals for poll workers	\$0	\$0	\$0	\$0	
Mileage for poll workers	\$0	\$0	\$0	\$0	
Administration/coordination staff					
Temporary staff person	\$0	\$0	\$0	\$0	
Polling places					
Polling place rental/cleaning	\$0	\$0	\$0	\$0	The goal is to use polling sites that are donated without a fee.
Network connectivity	\$0	\$0	\$0	\$0	This will impact the sites that can be used for elections.
Equipment					
Ballot tabulators & ADA devices	\$35,500	\$35,500	\$35,500	\$35,500	The average cost is \$5,500 for a ballot tabulator and \$4,500 for an ADA device. Each polling site will require 4 new ballot tabulators and 3 new ADA devices. This is a cost to the county.
Print on demand device	\$15,000	\$15,000	\$15,000	\$15,000	The average cost is \$5,000 for a print on demand device. Each polling site will require 3 devices. This is a cost to the county.
Voter registration laptops	\$0	\$0	\$0	\$0	Latest legislation no longer includes on-site voter registration as a requirement.
Electronic poll books	\$2,000	\$2,000	\$1,500	\$1,000	The cost per electronic poll book is \$500, with 4 needed for the Georgetown and Holland sites, 3 needed in Grand Haven, and 2 needed at the Crockery site.

Early In-Person Voting - Cost for Local Units to Partner with County

Based on the County operating four early in-person voting sites that serve approximately 58,000 voters each.

Implementation Cost - First Election

	Location: Georgetown	Holland	Grand Haven	Crockery	Notes
Equipment (cont.)					
Scanners	\$800	\$800	\$600	\$400	The estimated cost is \$200 per scanner used to swipe drivers licenses. One scanner is required for each electronic poll book.
Precinct kits	\$250	\$250	\$250	\$250	A precinct kit that includes envelopes, seals, etc. is \$250. Each polling site will require 1 precinct kit.
Ballots	\$0	\$0	\$0	\$0	Funded by the Ottawa County Clerk/Register of Deeds Office. This is not a new cost.
Ballot instructions/secrecy sleeve	\$6	\$6	\$6	\$6	The average cost per sleeve is \$0.03 with 200 sleeves per site.
Voting booths	\$6,000	\$6,000	\$4,400	\$3,000	The cost per booth is \$200 with 30 booths needed at the Georgetown and Holland sites, 22 needed at the Grand Haven site, and 15 at the Crockery site.
Security cage for voting equipment	\$700	\$700	\$700	\$700	A security cage is needed to store equipment overnight. The cost per cage is \$700 with 1 needed per polling site.
Ballot container and bags	\$990	\$990	\$990	\$990	The cost per ballot container is \$150 with 3 needed per polling site. The cost per ballot bag is \$20 with a minimum of 9 ballot bags are needed per container.
Delivery trailer for equipment	\$130	\$130	\$130	\$130	Estimated based on a cost per day of \$65, with the trailer needed for 2 days per election per site.
I voted stickers	\$110	\$110	\$110	\$110	Estimated at \$5.50 per roll of 1000 stickers with 20 rolls needed per site.
Miscellaneous	TBD	TBD	TBD	TBD	
Storage space - new equipment	TBD	TBD	TBD	TBD	
Cost of Implementation for Early In-Person Voting	\$77,831	\$74,924	\$71,171	\$64,711	Includes the cost of ballot tabulators, ADA devices, print on demand devices, and ballots.
Cost of Implementation less County costs	\$27,331	\$24,424	\$20,671	\$14,211	Excludes the cost of ballot tabulators, ADA devices, print on demand devices, and ballots.
Total costs					
Combined cost of all four sites		\$288,637			Total of above costs, including the cost of ballot tabulators, ADA devices, print on demand devices, and ballots.
Combined cost of all four sites less County costs		\$86,637			Total of above costs, excluding the cost of ballot tabulators, ADA devices, pirnt on demand devices, and ballots.

Early In-Person Voting - Cost for Local Units to Partner with County

Based on the County operating four early in-person voting sites that serve approximately 58,000 voters each.

Ongoing Cost per Election

	Location: Georgetown	Holland	Grand Haven	Crockery	Notes
Poll workers					
Poll workers	\$15,405	\$12,498	\$11,045	\$6,685	Includes poll workers at an estimated \$15/hr, two chairs at \$18/hr, and one troubleshooter at \$18/hr with each working 10 hours per day. The hourly rate is based on survey data collected from local unit clerks in Ottawa County and includes taxes. Site breakdown for poll workers is as follows: Georgetown - 7 poll workers, Holland - 5 poll workers, Grand Haven - 4 poll workers, Crockery - 1 poll worker.
Receiving board	\$315	\$315	\$315	\$315	Estimate based on a \$105 per diem, with each site needing a minimum of 3 board members (including 1 Republican and 1 Democrat).
Training of poll workers	\$188	\$188	\$188	\$188	Based on training 15 poll workers who are paid \$50 each for training. The training cost is based on survey data collected from local unit clerks in Ottawa County.
Meals for poll workers	\$0	\$0	\$0	\$0	
Mileage for poll workers	\$0	\$0	\$0	\$0	
Administration/coordination staff					
Temporary staff person	\$0	\$0	\$0	\$0	
Polling places					
Polling place rental/cleaning	\$0	\$0	\$0	\$0	The goal is to use polling sites that are donated without a fee.
Network connectivity	\$0	\$0	\$0	\$0	This will impact the sites that can be used for elections.
Equipment					
Precinct kits	\$250	\$250	\$250	\$250	A precinct kit that includes envelopes, seals, etc. is \$250. Each polling site will require 1 precinct kit.
Ballots	\$0	\$0	\$0	\$0	Funded by the Ottawa County Clerk/Register of Deeds Office. This is not a new cost.
Delivery trailer for equipment	\$130	\$130	\$130	\$130	Estimated based on a cost per day of \$65, with the trailer needed for 2 days per election per site.
I voted stickers	\$110	\$110	\$110	\$110	Estimated at \$5.50 per roll of 1000 stickers with 20 rolls needed per site.

Early In-Person Voting - Cost for Local Units to Partner with County

Based on the County operating four early in-person voting sites that serve approximately 58,000 voters each.

Ongoing Cost per Election

	Location:	Georgetown	Holland	Grand Haven	Crockery	Notes
Equipment (cont.)						
Miscellaneous		TBD	TBD	TBD	TBD	
Storage space - new equipment		TBD	TBD	TBD	TBD	
Cost of Ongoing Early In-Person Voting		\$16,398	\$13,491	\$12,038	\$7,678	
Total costs						
Combined cost of all four sites			\$49,605			Total of above costs.

Early In-Person Voting - Cost for Local Units to Partner with County

Based on the County operating four early in-person voting sites that serve approximately 58,000 voters each.

Additional Costs

Year 1	Estimated Annual Cost	Notes
Administration/coordination staff		
Elections Logistic Specialist	\$124,816	This reflects one new full-time employee at pay grade 10 step 7 and includes, wages, benefits and taxes.
Temporary staff person	\$14,061	This reflects a temporary staff person at grade who will be employed for 15 hours per week during election years and includes both wages and taxes.
Staff mileage (includes both years)	\$4,810	Mileage for both staff members is estimated at 100 per day for each of the nine voting days for a total of 1,800 miles per election. An additional 2,000 miles is also estimated for additional travel related to the positions. The estimated mileage rate is \$.65.
Administrative overhead	\$13,761	The administrative overhead charge is based on estimated expenditures and non-allocated expenses by year.
IT administration	\$5,026	This estimate comes from IT and includes the administrative surcharge
Office furniture	\$10,000	This estimate comes from Facilities and includes the cost of new desks, chairs, and other office furniture.
Desk phone	\$768	Estimated cost of running a desk phone for one year.
IT equipment for Elections Logistic Specialist	\$2,800	This cost includes the necessary IT equipment for the new Elections Logistic Specialist position.
Equipment		
Maintenance for ballot tabulators and ADA devices	\$8,548	The annual maintenance cost is \$376 for a ballot tabulator and \$211 for an ADA device. Each polling site will require 4 new ballot tabulators and 3 new ADA devices. Ottawa County covers 50% of this cost.
Maintenance for print on demand device	\$2,532	The annual maintenance cost is \$211 for each print on demand device. Each polling site will require 3 print on demand devices. Ottawa County covers 50% of this cost.
Mailings		
Early voting notices	\$45,000	Required by the legislation, this includes notices by mail of early-voting locations, hours, and dates. The estimated cost is based on absentee ballot mailing in 2020.
Year 1 Additional Costs of Early In-Person Voting	\$232,122	This includes full maintenance costs.
Cost of Year 1 less County costs	\$226,582	This excludes 50% of maintenance costs.

Early In-Person Voting - Cost for Local Units to Partner with County

Based on the County operating four early in-person voting sites that serve approximately 58,000 voters each.

Additional Costs

Year 2	Estimated Annual Cost	Notes
Administration/coordination staff		
Elections logistic specialist	\$128,727	This cost was estimated by Ottawa County Human Resources. It reflects one new full-time employee at pay grade 10 with step increases in salary. During Year 2, the county will cover 75% of this cost because there are no federal/state elections occurring that would require early in-person voting.
Administrative overhead	\$3,524	The administrative overhead charge is based on estimated expenditures and non-allocated expenses by year.
IT administration	\$5,026	This estimate comes from IT and includes the administrative surcharge.
Desk phone	\$768	Estimated cost of running a desk phone for one year.
Equipment		
Maintenance for ballot tabulators and ADA devices	\$8,548	The annual maintenance cost is \$376 for a ballot tabulator and \$211 for an ADA device. Each polling site will require 4 new ballot tabulators and 3 new ADA devices. Ottawa County covers 50% of this cost.
Maintenance for print on demand device	\$2,532	The annual maintenance cost is \$211 for each print on demand device. Each polling site will require 3 print on demand devices. Ottawa County covers 50% of this cost.
Year 2 Additional Costs of Early In-Person Voting	\$149,125	This includes the full cost of the Elections Logistic Specialist and full maintenance costs.
Cost of Year 2 less County costs	\$47,040	This excludes 75% of the Elections Logistic Specialist cost and 50% of maintenance costs.

Action Request

Electronic Submission – Contract # 1997



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 9/5/2023

Vendor/3rd Party: ARBOR SOLUTIONS INC.

Requesting Department: INNOVATION & TECHNOLOGY

Submitted By: AARON BOOS

Agenda Item: CONTRACT FOR AS400 SUPPORT SERVICES

Suggested Motion:

To approve and forward to the Board of Commissioners a contract to support aging software to ensure that these issues are promptly addressed and resolved by the software vendor, helping to maintain the software's functionality and security.

Summary of Request:

As software ages, it may develop bugs, compatibility issues, or vulnerabilities that need to be addressed. Working with Arbor Solutions to continue support after County (FTE) resource Harold Harper retires (Sept. 30, 2023). In summary, a support contract for aging software will assist the County in maintaining functionality, security, and reliability of critical Court Case Management software, while also providing a cost-effective alternative to immediate replacement.

Financial Information:

Total Cost: \$120,000.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: New Activity

Action is Related to Strategic Plan:

Goal 4: To Continually Improve the County's Organization and Services.

Administration:

Recommended by County Administrator:

8/21/2023 4:51:27 PM

Committee/Governing/Advisory Board Approval Date: 9/5/2023



OTTAWA COUNTY
CONTRACT FOR AS400 SUPPORT SERVICES

This CONTRACT is made and hereby effective on the 8TH day of August, 2023 by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and Arbor Solutions, Inc. (hereinafter, "Contractor"), with a principal place of business at 1345 Monroe NW STE 309 Grand Rapids, MI 49505.

IT IS HEREBY AGREED AS FOLLOWS:

1. Scope of Work: Contractor agrees to provide the "Services" which as detailed in Exhibit A. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
2. Compensation: In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit A. Payment to the Contractor for services will be under the County's terms of Net 30.
3. Contract Documents: The following documents are the entire Contract between the Contractor and the County. The Contract includes the following documents listed below, which are incorporated herein by reference and are deemed to be part of this Contract as if set forth in full:
 - a) This Contract (including attached exhibits)
 - b) All Provisions required by law to be inserted in this contract whether actually inserted or not.
4. Performance
 - a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A.
 - b) Failure to complete services as required shall constitute breach of this Contract.
 - c) Contractor shall have five (5) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.
5. Terms of Contract: The Contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this Contract, the Contract period will be one year. There will be an allowance for up to five additional one year renewals, if in the interest of both parties.

This Contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party.

Page

6. Expenses: Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this Contract. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under this Contract.
7. Employees: The Contractor and all Contractor' employees, while on County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

The Contractor shall employ only United States citizens, legal residents, or legal resident aliens. Upon request of the County, the Contractor shall provide copies of, or access to, work/payroll records and necessary documents to verify status of employees.

The Contractor will be supplied with a phone number to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted area will be designated by the authorized County representative.

8. Materials: Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.
9. Background Checks: (as required by the Facility) Contractor employees are subject to background checks to ensure, at a minimum, that no employee has a felony or domestic violence or other bar-able conviction(s). The background checks for Contractor employees will be conducted by the County prior to the commencement of any on-site work.
10. Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:
 - a) This Contract is governed by the laws of the State of Michigan.
 - b) The Contractor shall at all times comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done herewith.
 - c) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.
11. Exclusive Contract: This Contract, including exhibits attached hereto, a County Purchase Order, if applicable, is the entire Contract between Contractor and the County for the services as detailed in Exhibit A.
12. Modifying the Contract: This Contract may be modified only by a writing signed by both parties.

13. Record Keeping: The Contractor shall keep all records related to this Contract for the term of the Contract and 3 years thereafter.
14. Dispute: In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Contract, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Contract and its exhibits, attachments, and addendums, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided. Any contract or modification of this Contract shall be written and signed by both parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Contract, Contractor and County agree to act immediately to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, both the Contractor and the County shall continue to respect all their obligations and to perform all their duties under this Contract.

15. Jurisdiction and Venue: The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this Contract shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.
16. Liability and Insurance: Contractor agrees to indemnify, defend, and hold harmless the County from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Contract, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Contractor. Contractor shall provide proof of the following coverages: Workers' Compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These coverages shall protect the vendor and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of the work performed or products provided.
17. Relationship of Parties: The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
18. Subcontracts: Contractor may not assign or subcontract any rights or obligations under this contract without the County's prior written approval.
19. Governmental Immunity: The County does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Contract.

20. **Safety:** The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules, and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
21. **Absence of Waiver:** The failure of either party to insist on the performance of any of the terms and conditions of this Contract, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.
22. **Notices:**
 - a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor: Attn: Britney Johnson
Email: bjohnson@arbsol.com

If to Ottawa County: Attn: Aaron Boos
Ottawa County
12220 Fillmore St.
West Olive, MI 49460
Email: aboos@miottawa.org
23. **Partial Invalidity:** The partial invalidity of any portion of this Contract shall not be deemed to affect the validity of any other provision. In the event that any provision of this Contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.
24. **Attorney Review:** The parties represent that they have carefully read this Contract and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Contract and sign it as their free act and deed.
25. **No Third-Party Benefit:** The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
26. **Availability of Funds:** Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Contract at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds.
27. **Miscellaneous:**

- a) Force Majeure: Either party shall be excused from performance under this Contract for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance shall not constitute grounds for default.
- b) Title and Headings: Titles and headings to articles, sections or paragraphs in this Contract are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Contract.
- c) Modification: Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if evidenced in a writing signed by either party or its authorized representative.
- d) Anticipatory Breach: If the Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Contract, Ottawa County shall have an immediate cause of action for breach of this Contract, and shall be entitled to all remedies available to it at law or in equity.

In witness whereof, each party to this Contract has caused it to be executed on the date(s) indicated below.

COUNTY OF OTTAWA

By: _____

Joe Moss, Chairperson
Board of Commissioners

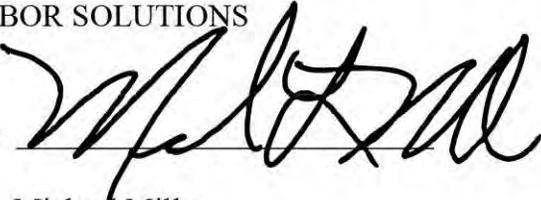
Date

By: _____

Justin F. Roebuck,
County Clerk/Register

Date

ARBOR SOLUTIONS

By:  _____

Michael Miller
President of Arbor Solutions

 _____

Date



Ottawa County

Response to Request for Bid

Project Name: AS400 Application Support
Request for Proposal: RFP 23-35

Due Date: July 10, 2023

Respondent:

Arbor Solutions, Inc.
Grand Rapids, MI 49505

Britney Johnson, Software Engineering Sales

(989) 941-1240 (cell)

bjohnson@arbsol.com



Britney Johnson

Britney Johnson
Software Engineering Sales

RFP 23-35 Attachment B: Vendor References

Organization Name – City of Kentwood 62B District Court

Contact Name – Michele White

Contact Title – Chief Deputy Clerk

Contact Email – whitem@kentwood.us

Phone – (616) 554-0715

Organization Address – 4740 Walma Ave SE, Kentwood, MI 49512

Description of Work – We have provided support since 1996 for the City IT Department and the 62B District Court. Support provided during those years included: Interim IT Manager for all City Departments, Police, and the Court 1996 – 2000, hiring of staff, and training of incoming IT Manager and staff. Programming assistance for multiple IBMi based software products (i.e. New World Systems, JMS, JIS). IBMi Server management, upgrades, IBMi and Intel Server/Storage hardware replacements, migrations to BS&A Intel software systems for accounting, migration to Kent County Sherriff hosted NWS. Project coordinator for the Courts Document Management selection and implementation of CherryLAN software and Filer integration with Judicial Management Software (2022-2023)

Organization Name – American Seating

Contact name – Gerry Palmer

Contact Title – IT Manager

Contact Email – gerry.palmer@amseco.com

Phone – (616) 732-6592

Organization Address – 801 Broadway Ave. NW, Grand Rapids, MI 49504

Description of Work – We have provided support to American Seating since 2004, including the following: Support of MRP package (investigating and correcting problems). Reinstated import process for efficiency reporting. Transitioning their existing reporting from standard reporting files to Telerik's BI reporting. Created a series of stored procedures and views to accommodate shared datasets and other data source settings to reduce redundancy and future maintenance. Support for front-end problems and administrative issues.

Organization Name – Fremont Insurance Company

Contact Name – Bob Barnhart

Contact Title – Manager of Applications Development

Contact Email – bbarnhart@fmic.com

Phone – (231) 924-8443

Organization Address – 933 East Main Street, Fremont, MI 49412

Description of Work – Application Development, enhancements and troubleshooting of the client's Insurance Claims software. The client's claims software was purchased several years ago and heavily modified. New applications developed over the DB2 database were written in RPGLE with a emphasis on using SQL for I/O.



Britney Johnson
Britney Johnson
Software Engineering Sales

RFP 23-35 Attachment C: Proposal Response

Dear Jon Marin,

Regarding your request for proposal RFP 23-35, Arbor Solutions is thrilled about the opportunity to provide you AS400 Application Support. With a robust existing history of providing IBM hardware, IBM software, programming services, and consulting services for your Ottawa County court systems, and we are happy to be providing a proposal for our services to continue our long-extended relationship.

With our experience in County government and Justice System application support, we feel our solutions will meet your current requirements and expectations completely for the replacement of your existing application support staff member.

Arbor Solutions is prepared with extensive familiarity and knowledge of SYNON, IBM i OS, RPG, CL, DB2 SQL, and Query for IBM i. Arbor and our IBM staff have been in business since 1993 and we have 10+ people with at least 25 years' experience on the IBM i platform. We are able to provide a candidate who is prepared to make emergency changes, including programming, to the Justice System.

The following items have been read and understood:

- Proposal Addendum 1
- County Information
- Current Environment
- On-Premises and Off-Premises Support
 - Our standard support hours are Monday-Friday 7:30am-5:30pm EST
- Vendor Qualifications and Mandatory Requirements

Arbor Solutions has been a trusted partner with Ottawa County for IBM hardware and software needs. We are able to provide a thorough history and experience with Ottawa County's systems due to our past projects, including the following:

- In 2019, we partnered with Ottawa County for an application development project on the Justice System.
- In 2020, we assisted Ottawa County with the upgrade to the Power 9 to replace their existing Power 7 system. We also assisted with a Cybernetics replacement VTL for Sphynx.
- In 2022, Arbor Solutions partnered with Ottawa County to create a support plan that covered IBMi, Cybernetics, and HMC.
- In 2023, we continued to provide maintenance support for Power 9, HMC, and Cybernetics. We also began the process of training with existing resources within the Ottawa County Justice System application support staff.

Pricing and Invoicing

Arbor Solution's hourly rate for software engineering services is \$125 per hour.

There is a current invoicing structure in place between Arbor Solutions and Ottawa County that reflects Ottawa County's tax-exempt status.



Britney Johnson
Britney Johnson
Software Engineering Sales

RFP 23-35: Additional Support Documents

The following items have been included for your consideration.

Biography for Proposed Resource

Iran Linked Business Affidavit

Michigan Familial Relationship Disclosure Statement



Britney Johnson
Britney Johnson
Software Engineering Sales



David Alverson

1345 Monroe NW
Grand Rapids, MI 49505
616-451-2500

SUMMARY

Dave Alverson is an accomplished business systems consultant helping companies throughout North America achieve their information system objectives for Arbor Solutions, Inc., an information system consulting firm headquartered in Grand Rapids, Michigan. Dave has over 40 years of experience in IT Management, and application design and development, allowing the in-depth understanding of operations, goals, and challenges, resulting in focused, effective solutions. Mr. Alverson has extensive IBM midrange experience in a number of industries including, among others: manufacturing, retail distribution, publishing, and county government. Dave has well developed analytical, problem solving, user support and teamwork skills.

Development

Project Mgt

Systems Engineering

Programming

Application Architecture

Training

System Selection

Ongoing Support

SELECTED ACCOMPLISHMENTS

- Multi-location analysis and development integrating JD Edwards, data encryption and High Availability.
- Design, install and maintain a new EDI application in a retail distribution environment.
- Developed an application to integrate third-party vendors and ACH bank transactions.
- Managed technical support for a multi-location network supporting hardware, 3rd party applications and systems integration across 5 locations.
- Researched, proposed, and implemented an RF based inventory system to better control costs and availability.

SKILLS / COMPETENCIES

RPG Programming

Application Design

IBM i OS

DB2

Query

COBOL

Apache Web Server

HTTP

Synon

Dave's extensive experience allows for quick learning and transition to become productive quickly. His understanding of project management and development, coupled with effective user support skills, makes Dave an exceptional IT resource.

IRAN LINKED BUSINESS AFFIDAVIT

All Bids shall be accompanied by a sworn statement disclosing any Iran Linked Business relationship that exists within the owners, including its officers, directors and employees.

The undersigned, owner or authorized officer of ARBOR SOLUTIONS (the bidder), pursuant to Michigan Public Act No. 517 of 2012, the "Iran Linked Business" requirement provided in the Rockford Public Schools Proposals hereby represents and warrants that the bidder, including its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the applicable Public Act, and that in the event bidder is awarded a contract as a result of this RFB, the bidder will not become an "Iran Linked Business" at any time during the course of performing under the contract. The bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the District investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on future Requests for Bids for three (3) years from the date that it is determined that the person has submitted the false certification.

There is not an "Iran Linked Business" that exists within the bidder and/or owner, officers, directors and employees.

Bidder ARBOR SOLUTIONS
[Company Name]
[Signature]
PRESIDENT
[Title]

This instrument was acknowledged before me, a Notary Public,

in and for Kent County,

Michigan on this 30th day of June,
2023

[Signature]
[Notary Public Signature]

My Commission expires: 9-8-23

Acting in the County of: Kent

JANICE TRAFLET, Notary Public
State of Michigan, County of Allegan
Acting in the County of Kent
My Commission Expires 09/08/2023
Today's date 6/30/23

Michigan Familial Relationship Disclosure Statement

In accordance with Section 1267 of Michigan Revised School Code this sworn and notarized statement of an authorized representative, discloses any familial relationship between the owner and/or any employee of the Bidder, and any member of the project Owner's governing Board(s) or Superintendent(s).

If any conflict of interest is discovered subsequent to submission of bid, written disclosure shall be submitted to the project Owner within seven (7) days of discovery. The project Owner reserves the right to immediately terminate any contract with Bidder upon notification of a conflict of interest. Upon such termination, the project Owner shall compensate Bidder only for the value of any goods or services provided to the Owner prior to such termination as determined by Designer.

(Check only one Box Below)

It is hereby acknowledged and certified by Bidder that no familial relationship exists between the owner or any employee of the Bidder and any member of the project Owner's governing Board(s) or Superintendent(s).

A familial relationship exists between the owner or an employee of the Bidder and a member of the project Owner's governing Board(s) or Superintendent(s). The person(s) and the relationship(s) are as follows:

Bidder

Board or Superintendent

Bidder Authorized Representative:

Bidder: ARBOR SOLUTIONS
Representative's Signature: [Signature]
Print or Type Name: MICHAEL L. MILLER
Representative's Title: PRESIDENT

Subscribed and sworn this 30th day of June, 2023

In the County of Kent State of Michigan

By [Signature]
Notary Public Signature

Seal or Stamp:

My commission expires on: 9-8-23

JANICE KRAGT, Notary Public
State of Michigan, County of Allegan
Acting in the County of Kent
My Commission Expires 09/08/2023
Today's date 6/30/23



Ottawa County

Request for Proposal 23-35 AS400 Application Support

The County of Ottawa, on behalf of Innovation and Technology Department, is requesting proposals from experienced and qualified vendors to provide Ottawa County with AS400 Application Support. The awarded vendor shall receive a one-year services contract, contingent upon confirmation of funding. This contract shall have four optional 12-month renewals, if in the best interest of both parties

By responding to this RFP, the Proposer agrees to perform in accordance with the terms and conditions set forth herein.

RFP Issue Date:	Monday, June 19, 2023 Questions
Deadline:	Monday, June 26, 2023
Addendum Issuance:	Friday, June 30, 2023
RFP Deadline:	By 2:00 PM (ET) Monday, July 10, 2023
Evaluation Timeline (Estimated):	Friday, July 14, 2023
Interview (If Necessary)	Wednesday, July 19, 2023
Intent to Award (Estimated):	Thursday, July 20, 2023
Contract Start (Estimated):	Monday, September 18, 2023

RFP Administrator: Jon Marin, Procurement Specialist, 616-738-4860
purchasing.rfp@miottawa.org

All requests for additional information or questions should be directed to the RFP Administrator.

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Section 1: Information Summary

General Information:

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County of Ottawa's website located at <http://www.miottawa.org/Departments/FiscalServices/bids.htm>. Copies of proposal documents obtained from any other sources are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

For purposes of this RFP, the term "Contractor," "Vendor," "Proposer," "Respondent," or "Bidder" are considered to have the same meaning, all referring to the person or company responding to this RFP. Additionally, the terms "County," "Client," or "Owner" refers to the County of Ottawa.

Proposal Submission:

Proposals must be received by **2:00 PM (ET) on Monday, July 10, 2023**. Proposals received after this time will not be considered. Proposals may be withdrawn at any time prior to the scheduled proposal deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP Deadline. Proposals should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work.

Proposals will be reviewed to determine if submission requirements are met. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. Vendor assumes responsibility for meeting the submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

All proposals must include completed, signed copies of all required attachments. Vendor assumes all risks associated with electronic submission (including possible technical issues). Attachments must be filled out in full and signed by an authorized Company representative.

Proposal Response:

Proposal response must contain completed, signed copies of each of the following required attachments:

- ATTACHMENT A – COVER SHEET FOR PROPOSAL
- ATTACHMENT B – VENDOR REFERENCES □ ATTACHMENT C – PROPOSAL RESPONSE Proposals will be accepted by e-mail submission only, as follows:

Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to: purchasing.rfp@miottawa.org with subject line of: "RFP 23-35 AS400 Application

Expert.” The County can receive email attachments up to 25 megabytes. Proposal documents larger than 20 megabytes should be sent in multiple emails with subject line of: “RFP 23-35 – 1 of 2”, etcetera. It will be the Proposers’ responsibility to ensure that their proposal have been appropriately delivered and received.

Modification:

Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer’s authorized representative. After the submission deadline, responses may not be modified or withdrawn without written consent of the County.

Pre-Proposal Conference:

No pre-proposal conference is currently scheduled.

Questions:

Vendors may submit questions and requests for clarification relating to this RFP to the RFP Administrator by the stated deadline. Responses to all questions and inquiries received by the County will be issued in the form of an Addendum and posted on the MITN and the County’s website, as needed. Only answers to questions submitted prior to the submission deadline and released in the form of an Addendum will be considered official and final. Any remarks or explanations made by phone, email, or in-person will be considered draft and will be non-binding.

Section 2: Background Information

County Information:

Beautiful Ottawa County is located in the southwestern section of Michigan’s Lower Peninsula. Its western boundary is formed by Lake Michigan and its eastern boundary is approximately 30 miles inland. The County landmass consists of a total area of 565 square miles with over 300 miles of water frontage. The County is composed of 6 cities, 17 townships, and 1 village.

The current County’s legislative body is an eleven-member Board of Commissioners which is elected from single-member districts, determined by population, on a partisan basis for two-year terms. The Board of Commissioners provides oversight, establishes policy, and builds the strategic plan for County operations.

Ottawa County has been named the fastest growing population in the state. Between 2010 and 2020 there was a 12.3% increase in population. The estimated population in the County in 2021 was 299,157. This significant population growth is expected to continue in the years ahead.

Current Environment:

Ottawa County is seeking to replace a Justice System application support staff member. The County has a custom court case management system (Justice System) that resides on an IBM i operating system within 2 virtual machines (one for production and the other for development). The IBM i was last updated in 2019, is running V7.3, and is up to date on PTFs. The Justice System supports and integrates the District Courts, Circuit Court, Juvenile Court, Sheriff's Office,

Prosecuting Attorney's Office, Public Defender's Office, and Probation Departments. The Justice System was created in 1992 and has been continuously developed since. It was developed using a code generator product called SYNON/2E (aka CA 2E) creating RPG and CL source. To maintain the Justice System, a candidate with familiarity of SYNON is highly preferred, but knowledge of the IBM i OS, RPG, CL, DB2 SQL, and Query for IBM i is required. Knowledge is also required of other tools like; Data Base Utility (DBU), ACOM Solutions (for forms creation) and Easy400 MMail. RazorSQL is also used to generate ad hoc reports. There is system documentation and SOPs in place. Requests for support are provided using Ivanti Service Manager, and IBM i staff currently spends approximately 16 hours per week on problem tickets. A candidate must be prepared to make emergency changes to the Justice System, including programming, for reasons such as statutory requirements.

Ottawa County is currently in process of migrating the Justice System to Michigan's JIS. The candidate must be able to assist with redesign and redevelopment of various integration processes to other applications, e.g., OnBase Document Management and Tyler Financial Systems.

Section 3: Scope of Work

The County of Ottawa, on behalf of Innovation and Technology Department, is requesting proposals from experienced and qualified vendors to provide Ottawa County with AS400 Application Support. The awarded vendor shall receive a one-year services contract. This contract shall have four optional 12-month renewals, if in the best interest of both parties

A. On-Premises and Off-Premises Support

Ottawa County is seeking Justice System User Support for up to 80 hours per month. We would require the vendor to provide on-premises support for 16 hours per week with a variable (and verifiable) number of hours off-premises. If off premises hours exceed 4 hours a week to resolve tickets, then we would wish to reduce on-premises hours in the subsequent week. Support should be provided during Ottawa County's working hours of: Monday – Friday 8am – 5pm EST.

Support is to include:

- Support users of Ottawa County Justice Departments
- Data adds / moves / changes in the Justice System
- Ad Hoc Reporting
- Ticket Resolution
- Documentation
- Data Migration Support if needed
- Password Resets
- User Account Management
- End User Onboarding and Offboarding Support
- Trouble Shooting Data Issues
- Provide Approved Reports
- Other Misc. AS400 Support Services

B. Vendor Qualifications and Mandatory Requirements

The Vendor's chosen Representative must have significant knowledge of IBM i OS, RPG, CL, DB2 SQL, Query for IBM i, and DBU. (3 years recommended). Familiarity with SYNON is highly preferred, otherwise independent training is available and may be required (at the cost of the vendor)

Ottawa County will require a background check on any individual providing support on these systems.

C. Pricing and Invoicing

Proposals should clearly state and itemize all associated costs and fees to the services provided. County of Ottawa is tax exempt. Michigan Sales and Use Tax Certificate of Exemption are available upon request.

Section 4: Proposal Selection and Award Process

An Evaluation Committee(s) will be established by the County to review the proposals and to make recommendation for contract award(s).

A Proposer may not contact any member of the Evaluation Committee except at the RFP Administrator's direction. Purchasing will notify vendors of relevant steps and status throughout the evaluation process.

Proposals will be evaluated based on the following criteria (of equal weight and in no particular order):

- Similar Projects
- Proposal Pricing
- Proposal Narrative
- History, Background, and Experience
- Client/Customer References

As part of the proposal evaluation process, the finalist vendor(s) may be invited to attend an in-person or virtual interview. The County reserves the right to interview any number of qualifying vendor(s) as part of the evaluation and selection process. The County reserves the right to award a contract without an interview, as determined in the best interest of the County.

The County of Ottawa reserves the right to select and subsequently recommend for award the proposal that best meets its required needs, quality levels, and budget constraints. The lowest priced response does not guarantee recommendation for contract award. The County reserves the right to award by item, group, or total proposal.

The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided to the representative(s) designated in the proposal response.

Section 5: Contract Terms, Period, Procedures and Use

The County of Ottawa's intent is to award a contract that will cover an initial period of one (1) year with up-to four (4) optional 12-month renewals, if in the best interest of both parties.

This contract will not be enforced until both parties have agreed and signed as accepted. The Vendor must execute and perform said Agreement.

The proposal, or any part thereof, submitted by the awarded vendor may be attached to and become part of the contract. Proposal pricing reflects a commitment to the terms indicated. As part of the contract negotiation process, the County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the

course of the contract. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County.

In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified vendors to provide service as referenced under negotiation process.

Contractors are not to start work until receipt of an Ottawa County Purchase Order, authorizing work to begin. The County's obligation will commence only following the parties' execution of the Contract and the County Board of Commissioners' approval. Upon written notice to the Contractor, the County may set a different starting date for the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even if such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County.

This contract is for use only by the County, including departments, agencies, or courts of the County of Ottawa.

Section 6: RFP Terms and Conditions

By submitting a response, vendors confirm that they have read and will comply with the solicitation and all specified RFP terms and conditions listed below.

Cancellation of RFP:

The County may, at its discretion and if in the best interest of the County, cancel any proposal or request for proposal or other solicitation in whole or in part. The RFP Administrator will notify vendors of any cancellation.

Confidentiality:

All responses in entirety, produced by the Proposer, that are submitted to the County will become property of the County and may be considered public information under applicable law. Michigan FOIA requires the disclosure, upon request, of all public records; therefore, confidentiality of information submitted in response to this RFP is not assured.

Incurred Expenses:

The County will not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to the execution of an agreement. This includes any legal fees for work performed or representation by the proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

Independent Contractor:

The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant, or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

Laws:

This RFP and subsequent contract will be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein will so comply. All persons providing goods and/or services to Ottawa County will comply with all applicable local, State and Federal laws, rules and regulations specifically including, but not limited to, State of Michigan Executive Orders.

Ownership of Data:

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to any agreement resulting from this RFP, will become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data will be delivered to the County or its designee upon completion of any work performed or at such other times as the County or its designee may request.

Proposal Acceptance, Rejection, and Withdrawal:

The County also reserves the right to accept or reject any and all proposals submitted if in the best interest of the County.

The County reserves the right to negotiate with the Proposer(s) within the scope of the RFP. The County further reserves the right to award the contract to more than one Contractor, if in the best interest of the County to provide adequate delivery, services, and/or product availability. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation.

The County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Vendor an advantage or benefit not afforded to other Vendors. The County may waive any requirements that are not material.

The County reserves the right to reject any or all proposals, or any part thereof; and to waive any minor defects in the proposals if this is to the advantage of the County. The County's

waiver of a minor defect will in no way modify the RFP document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

After the proposal deadline, proposals may not be withdrawn without the written consent of the County after submission deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP deadline. Any fees proposed are considered firm and cannot be altered.

Retained Rights:

The County reserves the right to use ideas presented in reply to this process notwithstanding selection and rejection of proposals and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

Subcontractors:

Since the contract is made pursuant to the proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor will not sublet or assign the contract, nor will any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

Section 7: General Terms and Conditions

By submitting a response, the Vendors confirm that they have read and will comply with all the general terms and conditions listed below.

Conflict of Interest:

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest."

Debarment and Suspension:

The Contractor certified to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public

transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Default

If Vendor defaults on the resulting contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend vendor from receiving future solicitations.

Equal Employment and Opportunity:

Every contract or purchase order issued by the County is entered into under provisions requiring the contract, subcontractor or vendor not to discriminate against any employee or applicant for employment because of his/her race, religion, sex, color, national origin, height, weight, familial status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Contractors and their subcontractors, as required by law, will not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, familial status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Vendor will adhere to applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

Force Majeure:

Neither party to the resulting agreement will be held responsible for delay or default caused by fire, flood, civil disobedience, court order, labor dispute, acts of God and/or was which is beyond that party's reasonable control. If either party is unable wholly or in part to carry out its obligations under any resulting agreement, then such party will give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event. Such non-performance will not constitute grounds for default.

Insurance:

Vendor will provide proof of the following coverages: worker's compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional

malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages will protect the vendor, and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of work performed or products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.

Iran Linked Business:

Pursuant to State of Michigan, Iran Economic Sanctions Act, 2012 P.A. 517, MCL 129.311 seq., the Contractor certifies, under civil penalty or false certification, that it is fully eligible to do so under law and that it is not an “Iran linked business.”

Material Safety Data Sheets:

All County purchases require a Material Safety Data Sheet (MSDS) where applicable in compliance with MIOSHA “Right to Know” Law. Vendor will forward all relevant Material Safety Data Sheets to the designated County Representative upon request.

Payment Terms:

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties.

Right to Audit:

The Vendor will maintain such financial records and other records as may be prescribed by Ottawa County or by applicable federal and state laws, rules, and regulations. The Vendor will retain these records for a minimum period of three years after final payment, or until they are audited by the County of Ottawa, whichever event occurs first. These records will be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Ottawa County, its designees or other authorized bodies.

Safety:

All Contractors and Subcontractors performing services for the County are required to and will comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around work site area under this Contract.

Tax Exempt Entity:

The County is exempt from Federal Excise and State Sales Tax. Do not include such taxes in the proposal. The County will furnish the successful proposer with tax exemption certificate when requested.

Warranty:

Vendor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for the intended use. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.

Action Request

Electronic Submission – Contract # 1998



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 9/5/2023

Vendor/3rd Party: SALE'S HEATING AND COOLING

Requesting Department: CAA

Submitted By: KERRI MAMMOSER

Agenda Item: CONTRACT TO PROVIDE WEATHERIZATION SERVICES FOR OCCAA

Suggested Motion:

To approve and forward to the Board of Commissioners the contract with Sale's Heating and Cooling to provide Weatherization services for OCCAA for the period October 1, 2023 through September 30, 2025.

Summary of Request:

Sale's Heating and Cooling provides HVAC services for the Weatherization programs. This is a fee per service contract and the contract total may vary based on jobs completed. This contract is grant funded.

Financial Information:

Total Cost: \$154,000.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Administration:

Recommended by County Administrator:

8/21/2023 4:50:54 PM

Committee/Governing/Advisory Board Approval Date: 9/5/2023

Effective Dates: October 1, 2023-Septembr 30, 2025

Program Title: Weatherization Assistance Program

Contract Type: General Weatherization

CONTRACT FOR SERVICES
BETWEEN
OTTAWA COUNTY, FOR AND ON BEHALF OF
OTTAWA COUNTY COMMUNITY ACTION AGENCY
AND
Sales Heating & Cooling, Inc.

WITNESSETH

This Contact is entered into as of October 1, 2023, by and between the Ottawa County, for and on behalf of, Ottawa County Community Action Agency (OCCAA), hereinafter referred to as the "AGENCY," having its principal offices at 12251 James Street, Ste. 300, Holland, MI 49424, and Sales Heating & Cooling, Inc., hereinafter referred to as "CONTRACTOR," having its principal office located at 792 Lincoln Ave, Holland MI 49423.

Subject to the conditions contained below, the AGENCY and the CONTRACTOR mutually agree as follows:

I. STATEMENT OF WORK

The CONTRACTOR shall furnish all supervision, technical personnel, labor, machinery, tools, equipment, materials and services, and perform all work required in accordance with the State Department of Health and Human Services (DHHS) approved technical weatherization manual, Job Task Analysis (JTA's) http://www.irecusa.org/wp-content/uploads/2015/05/retrofit_installer_jta_04112012.pdf Community Services Policy Manual (CSPM) http://www.michigan.gov/documents/dhs/CSPM_600_Series_215133_7.pdf Standard Work Specifications (SWS) <https://sws.nrel.gov/> Michigan Weatherization Field Guide <https://wxfieldguide.com/mi/#t=MIWxFg%2FTitle%2FTitle.htm> DOE regulations/program notices and other applicable rules and regulations.

The property (ies) to be contracted for will be included in the Preliminary Award Notice, issued by the AGENCY as the property (ies) is (are) determined eligible for service. (Refer to the Special Conditions, A). Preliminary Award Notices are incorporated as part of this agreement. CONTRACTOR agrees to install said items in a workmanlike manner at such times and places as designated by the AGENCY.

II. PERIOD OF PERFORMANCE

The effective dates of this Agreement shall be for October 1, 2023, through September 30, 2025, and any additional period as the AGENCY and CONTRACTOR shall mutually agree.

III. GENERAL CONDITIONS

A. Deviation from Specifications

The CONTRACTOR shall notify and get prior approval via a change order from the AGENCY before doing work that deviates from the work order specifications. Any extra work must be pre-approved by AGENCY and fully documented by CONTRACTOR. Authorization may be initiated verbally but must ultimately be in writing and signed off by the AGENCY and the Contractor on the change order in FacsPro.

B. Subcontracting

The AGENCY reserves the right to approve or disapprove any CONTRACTOR/Subcontractor relationship. Therefore, the CONTRACTOR will not enter into a Subcontract Agreement without receiving prior approval in writing from the AGENCY. All subcontractors that might be used by the CONTRACTOR are bound by the same requirements, standards, licensing, insurance coverage, and all other provisions included herein that govern the CONTRACTOR'S activities. CONTRACTOR shall be responsible for performance of assignees and subcontractors.

C. Governmental Terms and Conditions

Where applicable the following requirements are incorporated herein:

- 1) Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Subpart 60) (unless the total sum paid to the Contractor pursuant to this Agreement is less than \$10,000).
- 2) The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Subpart 3).
- 3) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Subpart 5) (unless total sum paid to the Contractor pursuant to this Agreement is less than \$2,000).
- 4) All applicable DOE requirements and regulations pertaining to reporting.
- 5) The DOE requirements and regulations pertaining to copyrights, rights in data, and patent rights with respect to any discovery in the course of or under this Agreement, as set forth in 10 CFR 600.234).
- 6) All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Subpart 15)(unless the total sum paid to the Contractor pursuant to this Agreement is less than \$100,000).
- 7) By signing this contract, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The Vendor shall notify OCCAA within seven (7) business days if the Contractor is debarred, suspended, or proposed for debarment during the term of this contract.
- 8) Contractor shall comply with all federal and state laws, municipal ordinances, and regulations which in any manner affect the work or performance of this contract, and shall at all times carefully observe and comply with all rules, ordinances, and regulations.

IV. SPECIAL CONDITIONS

- A. AGENCY reserves the right to assign work as seen fit in the best interest of the Weatherization Program. The Agency will make no guarantees of work or production and will issue work on an as needed basis. The

Agency will further reserve the right to terminate the working relationship with a contractor for reasons including, but not limited to, failure to provide proof of insurances and licenses, failure to perform work in a timely manner, and failure to perform work in the quality expected by the AGENCY.

- B. No work shall begin until the AGENCY issues a written Preliminary Award Notice Order to the CONTRACTOR. The Preliminary Award Notice will identify the property(ies) to be weatherized and will include a work order which gives a general description of work to be performed. The Preliminary Award Notice will be incorporated as part of this agreement.
- C. All work shall be completed in a professional manner acceptable to the AGENCY. All weatherization work must be completed in compliance with the Standard Work Specifications (SWS), JTA's, Community Services Policy Manual (CSPM), and Michigan Field Guide. All materials must be installed in accordance with the procedures outlined in the applicable documents referenced above.
- C. It will be the responsibility of the AGENCY to identify the work that will be performed on each house; it will be the responsibility of the CONTRACTOR to perform and /or re-check all measurements on windows and doors prior to ordering.
- D. All work is to be completed within thirty (30) days of the date of the Preliminary Award Notice. At the option of the AGENCY, this contract may be canceled if the CONTRACTOR fails to complete the work within thirty (30) days. Extensions of time for completion of work may be permitted provided that written requests for extensions detailing the reasons therefore are received and accepted by the AGENCY prior to the expiration of the initial thirty (30) day period.
- E. Jobs will be bid, awarded, and contracted on a per-job basis or by bid bundle. Each job consists of measures identified by a certified auditor through a complete State of Michigan (SOM) approved weatherization audit. Bids are based on unit price lists provided to AGENCY by each contractor when they apply for the Roster. The contractor may adjust bids on a quarterly basis.
- F. Bids are compared by price. Generally, the job/bundle will go to the lowest bidder. However, the AGENCY may apply non-price criteria to determine whether the lowest bidder is eligible to receive that job or bundle at the time. If not, the job is awarded to the next-lowest bidder, and so on until all eligibility criteria are met. The AGENCY may use a rotation process of contractors but shall eliminate the most recently used contractor from the next bidding process for the next job. A Contractor that has been awarded the most recent job shall not be considered for the next job being awarded.
 - 1. Work capacity: if the lowest bidder already has five (5) or more jobs currently in progress, the AGENCY may award the job to the next lowest bidder on the roster.
 - 2. Financial capacity: The AGENCY will not issue a contractor additional work beyond its financial capacity, until some outstanding work is completed, inspected and paid. If the lowest bidder has \$50,000 or more in outstanding work the AGENCY may award the job to the next lowest bidder on the roster.
 - 3. When a contractor is preliminarily awarded a job, he/she has the right to refuse the work. However, the AGENCY assumes that the reason for refusal is that the contractor does not have the capacity to complete the work within the required timeframe.
 - 4. If a contractor refuses one job, the AGENCY may assume that the contractor does not have the capacity and may choose not to offer the next job to that contractor

- G. If a job does not pass post inspection, the contractor will be required to fix, repair, clean, or otherwise finish assigned work before payment to contractor for the job shall occur and new work issued. All Contractors are required to meet minimum standards as set by OTTAWA COUNTY COMMUNITY ACTION AGENCY in regard to quality of materials purchased in order to weatherize a unit for OTTAWA COUNTY COMMUNITY ACTION AGENCY. OTTAWA COUNTY COMMUNITY ACTION AGENCY will utilize a Contractor Evaluation process that will track post inspection deficiencies of Weatherization Contractors.
1. Inspection passage rate: The AGENCY may award jobs based on rate of passed inspections. The AGENCY will track each contractor's rate of passing final inspections of jobs completed over the preceding 3 month period.
 2. If Contractor's rate of passage falls below 90% for jobs completed for the preceding 3-month period, the Agency may award jobs to the next lowest bidder on the roster.
- H. The CONTRACTOR shall:
1. Arrange a mutually convenient time with clients for evaluation and installation of all work to be performed, and Contractor shall adhere to said schedule.
 2. Use only materials that meet standards established for such material in Standard Work Specifications (SWS), as defined in Appendix A of 10 CFR 440 or as approved by DOE on a case by case basis.
 3. Keep the premises clean and orderly during the course of the work and remove debris at the completion of the work.
 4. Guarantee the work performed for a period of eighteen (18) months from the date of final acceptance of all the work required by the Agreement. CONTRACTOR shall guarantee that all work shall be free from any defect in materials, manufacture, design or installation of any material provided and/or installed pursuant to this Agreement for said period from the date said materials are provided or are installed, whichever is later. Contractor shall remedy such defects promptly upon notice by the client or AGENCY, without charge. In the event of Contractor's failure to remedy such defects promptly, AGENCY may withhold payment to CONTRACTOR for any other weatherization work performed by CONTRACTOR pursuant to this Agreement. AGENCY shall be entitled to return to CONTRACTOR without payment, all materials of a quality inferior to that agreed to by AGENCY and CONTRACTOR.
 5. Permit the AGENCY or its designee to examine and inspect the premises where the Weatherization work is being, or has been, performed.
 6. Repair all surfaces and work damaged by the CONTRACTOR resulting from work under this Contract at no additional cost to the AGENCY. "Repair" means the item is to be placed in equal or new condition either by patching or replacing. The finished work shall match adjacent work in design, dimension, texture and hue. Any repairs or corrective actions necessary shall be completed within five (5) days of notification.
 7. Procure, at his/her own expense, all necessary licensing and permits required by law to perform the work released to him/her under this Contract, and to arrange on CONTRACTOR'S own time and expense any other miscellaneous charges that might be necessary to perform the work called for. All work completed must comply with existing code.
 8. Be aware of and support AGENCY Client Energy Education Program.

9. Utilize the AGENCY-approved blower door equipment (owned by contractor or provided by AGENCY) to perform weatherization blower door tests as required by the AGENCY. CONTRACTOR will have working knowledge of how to set-up and effectively use a blower door (i.e. be able to perform calculations, understand Air Changes per Hour Theory, detect air leakage sites, etc). CONTRACTOR will accurately complete and submit Blower Door Test Data Sheets as required by the AGENCY.
 10. Conduct work on surfaces affected by lead-based paint as required by HUD 24 CFR Part 35, with workers who have had the appropriate level of training. Subcontractors must also have the appropriate level of training.
 11. Provide completed and signed Authorization for Criminal History Search and Background Check form, including Central Registry, on all employees working on agency jobs. The AGENCY reserves the right to prohibit employees deemed unsatisfactory as a result of background check findings from working on a residential job site. The Contractor will ensure that all of the required Authorization forms are submitted to the AGENCY at the time of the contract signing and immediately upon hiring and/or assigning a new owner or employee to any work related to this contract. The Contractor will notify the AGENCY immediately in writing of any new or additional owner or employee criminal felony convictions, criminal misdemeanor convictions, and/or pending felony charges.
- H. Additional Requirements of Suppliers and Installers of Insulation: In addition to other responsibilities of Contractor set forth herein, if Contractor is supplying or installing insulation pursuant to this Agreement, it shall have the following additional responsibilities.
1. Contractor shall be responsible for measuring the attic area; including knee walls and slopes where needed. Contractor shall cut access space and insulate all access ways to install cellulose and/or fiberglass to specified density. The attic shall be ventilated in conformance with all applicable federal, state and local statutes, ordinances, codes and regulations.
 2. Upon completion of the installation of insulation, Contractor shall promptly complete and display in a location as directed by the AGENCY a *Certificate of Insulation*, completed and signed by the Contractor. The *Certificate of Insulation* form shall be displayed by stapling it as directed or by other means in which the form will be, and can be, expected to remain easily visible. A copy of said *Certificate of Insulation* is attached hereto as Exhibit A.
- I. The CONTRACTOR agrees that all work will be performed himself or by his employees or his subcontractors, if any may be used. Minimum material and installation standards and specifications are identified within the DHHS-approved field guide and all work performed must conform to these standards.
- J. The CONTRACTOR shall, with respect to the AGENCY, be considered an independent contractor and, as such, shall be solely responsible for the performance, general direction, supervision and efficient business administration of the work and contractor's employees.
- K. Should any dispute arise in respect to the true construction or meaning on drawings of the specifications, or should any dispute arise in respect to the true value of the extra work or of the work omitted, or of improper workmanship, or of any losses sustained by the Owner or the AGENCY, and if the manner of its estimation is not herein otherwise provided for the same shall be determined as follows: The OCCAA Program Manager shall hear the dispute and recommend terms for settlement. If the terms of the recommended settlement are not satisfactory to both AGENCY and CONTRACTOR, then the dispute shall go for settlement to an arbitration panel. The arbitration panel shall be composed of three persons: one representative appointed by the OCCAA Program Manager, one representative appointed by the CONTRACTOR, and a third appointed by the first two representatives. The decision of the arbitration panel shall be final.

If a service provider's contract has been suspended, terminated or is not renewed, or if the contract contained an option to renew, or if an administrative action has been taken that limits or imposes requirements on the contractor, the contractor shall have a right to an appeal under the Complaint/Appeals Policy attached to this contract (Exhibit D).

L. Training

The CONTRACTOR and his employees shall be familiar with the DHHS-approved Technical Weatherization Policies and shall participate in training as required by the AGENCY and/or DHHS. The CONTRACTOR warrants that he is familiar with HUD 24 CFR Part 35 and agrees to obtain training for him/herself and his/her employees for required certifications at no extra cost to the AGENCY. The required trainings include Indoor Air Quality, MIOSHA, as well as Lead Safe Work Practices and/or Lead Renovation Repair and Painting as specified in the CSPM. In addition, all Weatherization workers are to be familiar with the NREL JTA's and must provide proof of all applicable trainings to the Agency.

In accordance with Ottawa County policy, the AGENCY shall reimburse all costs associated with the described training at the completion of training upon submission of documentation supporting the requested reimbursement. The AGENCY will also pay a daily stipend upon completion of the training of \$300.00 per day per person. See attached Training and Technical Assistance Retention Agreement

M. Reports and Documents

The CONTRACTOR shall complete and return all reports and documents to the AGENCY prepared by the CONTRACTOR in a timely manner for each job completed.

N. CONTRACTOR will provide AGENCY with current cellular phone number and email address and agrees to be contacted by cellular phone number and/or email address during normal business hours.

V. PAYMENT

- A. The AGENCY will pay the CONTRACTOR for performance of the Contract in the amount(s) set forth in Exhibit B (contractor price list). Cost reimbursement for work performed that is not specifically defined in the Contractor price list shall be negotiated on an as needed basis.
- B. All contractor invoices are required to contain a job number and labor/material costs for each job, supporting the work order with itemized measures and prices, including the change order, if applicable. Along with the invoice the contractor submits other documentation as required, ie: certificate of insulation, etc.
- C. No payment shall be made until after final inspection and approval of the work by the AGENCY. Acceptance of faulty work or failure to discover defects will not relieve the CONTRACTOR of responsibility as set forth herein. The CONTRACTOR shall undertake any corrective measures (for work not completed or not up to DHS standards) that may be deemed necessary by the AGENCY. The CONTRACTOR will proceed to complete such corrective measures within five (5) days of notification at the CONTRACTOR's expense.
- D. Additional work required following post-inspection of the job shall be completed within five (5) days of notification.

PAYMENT PROCESS:

The CONTRACTOR shall submit an invoice and the Preliminary Award Notice (Exhibit C) upon completing all work on the client's dwelling. The invoice shall be **signed** and shall include the following:

Contractor's Name, Address and Phone Number
Invoice Number
Invoice Date
Client's Job Number
Client's Name and Address
Labor & Material Costs

The invoice shall be billed to:

Weatherization Department
Ottawa County Community Action Agency
12251 James Street, Ste 300
Holland, MI 49424

The Weatherization Contractor shall return the job file when work is completed. Post inspection will be scheduled and, upon approval of all work and receipt of necessary invoices, payment will be made within thirty (30) days.

VI. INSURANCE

The following insurances **MUST** be carried by the CONTRACTOR and jobs will not be assigned to CONTRACTORS until all insurance requirements are in place and proof is provided to the agency.

1. The CONTRACTOR shall carry or require that there be carried minimum \$1,000,000 Worker's Compensation Insurance for all its employees and those of its subcontractors engaged in work at the site in accordance with the State of Michigan Worker's Compensation Laws.
2. The CONTRACTOR shall carry Manufacturer's and Contractor's Public Liability Insurance which shall include coverage for acts of independent contractors and subcontractors. Such policy shall include the minimum coverage of \$500,000 for each occurrence of bodily injury and \$500,000 each occurrence for property damage.
3. The CONTRACTOR shall carry COMMERCIAL GENERAL LIABILITY Insurance in the following amounts:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000

There shall be no Products/Completed Operations or Contractual Liability exclusions.

The General Aggregate limit shall apply separately per location or project. The County of Ottawa is to be named as an additional insured on a primary and non-contributory basis, and this additional insured status shall NOT terminate upon completion of the project/work.

4. The CONTRACTOR shall carry AUTOMOBILE insurance as follows:

Residual Liability	\$1,000,000 each accident, combined single limit
Personal Injury Protection	Statutory
Property Protection	Statutory

This coverage shall protect the Agency and Ottawa County, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. The Contractor shall provide, at the time that the contracts are returned by him/her for execution, a Certificate of Insurances as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies or all policies mentioned above shall be furnished if requested.

5. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the County at least ten (10) days prior to the expiration date.

VII. LICENSE/CERTIFICATIONS

A. Provision of Licenses

The CONTRACTOR will furnish to the AGENCY a copy of its Residential Builders License, or Maintenance and Alteration Contractor's License issued by the State of Michigan prior to the signing of the Contract.

B. Lead Safe Regulations Compliance and Provision of Certificates including the EPA's Lead Renovations, Repair and Painting rule.

The CONTRACTOR agrees to comply with lead-based paint regulations and will furnish to the AGENCY a copy of each crew members' certificates of Lead Safe Work Practice training and/or the EPA's LRRP as mentioned above. The CONTRACTOR will furnish such certificates for any new crew members that work on weatherization jobs during the Contract term.

VIII. OTHER REQUIREMENTS

A. Access to DHS-Approved Field Guide

The CONTRACTOR hereby acknowledges that it has access to and a working knowledge of the DHHS-approved Field Guide. In addition, the CONTRACTOR hereby agrees to comply with all the specifications, requirements, terms and rules contained in that document.

B. Temporary Suspension of Contractor (Force Majeure)

1. If, at any time during the period covered by this Contract, the desired program as set forth in the proposal, in the opinion of the AGENCY, cannot be continued in such a manner as to adequately fulfill the intent of the statute or regulations, due to an act of God, strike, or other disaster, the AGENCY may, in its discretion, upon two (2) days written notice to the CONTRACTOR, suspend the Contract indefinitely, until the interference due to the above mentioned act of God, disaster, or other danger has passed, at which time, upon two (2) days written notice being received and concurred in by the AGENCY at its discretion, the Contract shall be reinstated and thereafter remain in effect until the program period stated in terms of actual duration of days has been fulfilled.
2. During the term of suspension, the AGENCY and CONTRACTOR shall retain and hold available any and all funds approved for application to the Contract and shall not, during this period, otherwise expend or apply them, the funds to be held in readiness for the immediate reinstatement of this Contract.

C. Termination or Suspension (For Cause)

1. If through any cause the CONTRACTOR shall fail to fulfill in a timely manner and proper manner its obligations under this Contract, or in the event of violation of any of the covenants contained herein, the AGENCY shall thereupon have the right to terminate or suspend this Contract by giving a written notice in the form of a certified letter to the CONTRACTOR specifying the rationale for the decision and effective date of termination or suspension. In such event all records, unused monies, and such amounts as may have been expended contrary to the terms of this Contract shall be turned over to the AGENCY.
2. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any breach of this Contract by the CONTRACTOR, and the AGENCY may withhold any payments hereunder until such time as the exact amount of reimbursement due the AGENCY from the CONTRACTOR is determined.

D. Termination (For Convenience)

The AGENCY or CONTRACTOR may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

E. DAMAGES

The AGENCY may deduct from the contractor invoices:

An amount of \$50.00 for each failed inspection. If the work fails again at re-inspection, the AGENCY reserves the right to call on another contractor to correct the defects, and not pay the original contractor for the measures that did not pass inspection.

An amount of \$40.00 per business day that the work is not completed by the deadline specified, unless it is for reasons beyond the contractor's control (e.g., client non-responsiveness or non-cooperation). The contractor must notify the AGENCY in advance of any conditions preventing timely completion of work.

F. Amendments

This written agreement, including the attached exhibits, constitute the entire and complete agreement between the Contractor and the Agency, and each warrants that there are no additional understandings or agreements, oral or otherwise, between the parties. This Agreement supersedes any prior discussions, negotiations, agreements, oral or otherwise, between the parties. This agreement may only be modified or amended by a written request or amended proposal approved and signed by the Agency.

G. Ottawa County Community Action Agency: HELD HARMLESS

It is specifically agreed by and between the parties that the CONTRACTOR, in the performance of its duties shall indemnify, defend, and hold harmless the Agency, Ottawa County, its departments, agencies, Boards, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages, and claims and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalty,) resulting from or related to (1) the acts or omissions of the Contractor or its subcontractors, officers, directors, employees, agents, or (2) resulting directly or indirectly from the work service or materials provided under this Contract; or 3) any failure to perform the Contractor's obligations under this Contract. In the event that any tortious conduct

on the part of the CONTRACTOR arises, the CONTRACTOR shall indemnify and hold harmless Ottawa County, the AGENCY and their employees, officers or agents, pursuant to this Contract. With respect to any action on the part of the CONTRACTOR which may give rise to a course of action in any court of law, or before any administrative body with the power and ability to assess damages and/or fault, the CONTRACTOR shall maintain insurance to sufficiently cover any and all damages. Said insurance shall provide that Ottawa County and the AGENCY is fully protected from any liability which may be caused by the wrongful acts of the CONTRACTOR. This indemnification obligation is not limited by the insurance obligations contained in this Contract.

The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination.

In addition, CONTRACTOR shall indemnify such parties for any funds disbursed by the County or the AGENCY to the CONTRACTOR which were wrongfully appropriated and utilized by the CONTRACTOR or which were paid to the CONTRACTOR based upon false or misleading representations or information.

H. Assignment and Transfer of Contract

The AGENCY may also assign and transfer this Contract when required. If the CONTRACTOR is unable or unwilling to comply with such additional conditions as may be lawfully applied, the CONTRACTOR shall terminate the Contract by giving reasonable ten (10) day written notice to the AGENCY, signifying the effective date thereof. In such event, the AGENCY may require the CONTRACTOR to ensure that adequate arrangements have been made for the transfer of the contracted work to the AGENCY. In the event of any termination, all the AGENCY's property and finished or unfinished documents and reports prepared by the CONTRACTOR under this Contract shall be returned to the AGENCY.

The CONTRACTOR is prohibited from assigning or subcontracting any of the work described in the Statement of Work without the prior written consent of the Agency. The Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, executors, administrators, assignees and successors.

I. EEOC and Civil Rights Act Compliance

CONTRACTOR covenants and agrees with the AGENCY that this Agreement shall be performed, executed and implemented in accordance with the requirements of Executive Order No. 12246 of September 24, 1965, and as amended by Executive Order No. 13375 of October, 1967, the regulations promulgated pursuant thereto by the Equal Employment Opportunity Commission of the Department of Labor, and the provisions of Title VI or Title VII of the Civil Rights Act of 1964. Pursuant hereto the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin, and shall take such affirmative action as may be required to comply with such laws, rules, or regulations.

J. Unfair Labor Practices

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq.*, Contractor warrants that its name does not appear in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. The State shall not award a contract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act.

K. Entire Agreement

This contract, including the attached exhibits, when signed by the AGENCY and the CONTRACTOR, constitutes the full and complete understanding of all parties and may not be in any manner interpreted or fulfilled in contradiction of its expressed terms as provided herein

It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. All prior oral and written understandings and agreements are specifically merged herein.

L. Notices

Unless otherwise provided, all notices and all other documents to be served or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on the cover page of this Contract or such other address or addresses as shall be specified by the parties hereto from time to time and may, unless otherwise provided for in this Contract, be served or transmitted in person or by first-class mail properly addressed with sufficient postage.

M. Choice of Forum

This Contract has been executed in the State of Michigan and shall be governed by Michigan Law.

N. Waiver

The waiver of any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reasons, the unenforceability thereof shall not impair the remainder of the Contract, which shall remain in force and effect.

O. Captions

The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any what to amplify or modify the terms and provision hereof. All attachments are incorporated herein by reference as through full stated herein.

P. Explanation of Terms

The term days as used in this contract shall mean calendar days unless the term business days are used.

Q. Signatures

The signatories warrant that all statements contained within this contract, including any attachments, are complete and accurate. In addition, the signatories warrant that they are empowered to enter into this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in one (1) original copy on the day and year first above written.

FOR THE CONTRACTOR

By: [Signature] 6.19.23
Date

[Signature] 6.19.2023
Witness Date

By: _____
Date

Witness Date

**OTTAWA COUNTY, for and on behalf of
Ottawa County Community Action Agency**

Joe Moss , Chair Date
Board of Commissioners

Witness Date

Justin Roebuck, Clerk/Register Date

Witness Date

CERTIFICATE OF INSULATION

ADDRESS OF RESIDENCE: _____

NAME OF INSTALLER: _____

ADDRESS: _____

INSULATION TYPE: _____

MANUFACTURER: _____ BATCH NO. _____

NUMBER OF BAGS AND/OR FEET: _____

<u>LOCATION OF EACH SPACE INSULATED</u>	<u>SQUARE FEET</u>	<u>NO. BAGS/FEET INSTALLED</u>	<u>R-VALUE INSTALLED</u>

COMPLETION DATE: _____

I HEREBY CERTIFY THAT THE INSTALLATION WAS CARRIED OUT IN CONFORMANCE TO ALL APPLICABLE STANDARD PRACTICES, CODES, AND REGULATIONS.

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

- COPY TO:
- a) Householder
 - b) Affixed to house at or near electrical panel, along with copy of R-value from label
 - c) OCCAA Weatherization Program

OTTAWA COUNTY COMMUNITY ACTION AGENCY

HVAC Price Sheet

Contractor & Submission Date: 6.12.2023

Indicate the Cost for Providing and Installing Each Item

All items used must meet or exceed the material specifications and installation standards identified in the State of Michigan Technical Weatherization Policies (TWP) as well the Customer Service Policy Manual (CSPM) the Standard Work Specifications (SWS) and NREL Job Task Analysis (JTA's)

Item	Site Built Home Measures and Description	Unit	Labor	Material	Total
Mechanical Measures					
1	Hourly Labor Rate	HR	75.00		
Furnace					
2	Furnace 78% + Efficiency (Natural Gas)	EA	1000	1730	2730
3	Furnace 78% + Efficiency (Propane)	EA	1000	1830	2830
4	Furnace 78% + Efficiency (Oil Fired)	EA	1200	2895	4095
5	Furnace 80% + Efficiency (Boiler)	EA	1800	3600	5400
6	Furnace 90% + Efficiency (Natural Gas)	EA	1000	2475	3475
7	Furnace 78% + Efficiency (Manufactured Home)	EA	1000	1940	3010
8	Furnace 90% + (Manufactured Home)	EA	1000	2910	3910
9	Propane Conversion Kit	EA	75	120	195
10	Programable Thermostat	EA	75	110	185
11	Programable Thermostat, Continuous Circulation Fan Mode Option	EA	75	150	225
12	Furnace Blower Compartment Sealing	HR	75	30	105
13	Furnace Tune-up Heating Equipment (Natural Gas)	EA	340	80	420
14	Furnace Tune-up Heating Equipment (Oil)	EA	450	130	580
15	Furnace Filter	EA	35	12.00	47.00
16	Reset Existing AC w/ new Furnace Install	EA	300	500	800 if 410A
17	Furnace Magnetic Filter Slot Cover	EA	75	25	100
Ventilation & Structural					
18	Honeywell Y8150 Ventilation Control System	EA	550	750	1300
19	Aprilaire Model 8126A Ventilation Control System	EA	550	720	1270
20	Panasonic Wisper Green Select Bath Fan (FV-05-11VKS1) Installatio	EA	550	470	1020
21	Combustion Air Ducts - High & Low - Replacement	LF	75	70	145
22	Combustion Air Ducts - High & Low - Full Installation	SET	150	90	240
23	Furnace Closet Door Grill	SQIN	75	80	155
24	Mastic Holes, Seams & Gaps in Ductwork	HR	150	60	210
25	Manufactured Home Rebuild DHW Floor	EA	150	60	210

4" to 6" transition and discharge to a gab

26	Disconnect DHW/Remove/Re-install	EA	500	150	650
27	DHW Pressure Relief Drop Leg	EA	75	40	115
28	Air Seal Furnace/DHW Closet	EA	75	60	135
29	Chimney Liner (One Story)	EA	325	230	555
30	Chimney Liner (Two Story)	EA	325	230	555
Domestic Hot Water (DHW)					
31	30 Gallon - Natural Gas	EA	650	1440	2090
32	40 Gallon - Natural Gas	EA	650	1300	1950
33	50 Gallon - Natural Gas	EA	650	1465	2115
34	30 Gallon - Electric	EA	750	1345	2095
35	40 Gallon - Electric	EA	750	1150	1900
36	50 Gallon - Electric	EA	750	1215	1965
37	30 Gallon - Manufactured Home - Natural Gas - Atmospheric	EA	—	—	
38	40 Gallon - Manufactured Home - Natural Gas - Atmospheric	EA	—	—	
39	30 Gallon - Manufactured Home - Natural Gas - Direct Vent	EA	750	1320	2070
40	40 Gallon - Manufactured Home - Natural Gas - Direct Vent	EA	750	1390	2140
41	30 Gallon - Manufactured Home - Propane - Atmospheric	EA	—	—	
42	40 Gallon - Manufactured Home - Propane - Atmospheric	EA	—	—	
43	30 Gallon - Manufactured Home - Propane - Direct Vent	EA	750	1320	2070
44	40 Gallon - Manufactured Home - Propane - Direct Vent	EA	750	1390	2140
45	DHW Direct Vent/combustion Air Conversion Kit Instalation	EA			

A.O. Smith 40 gallon Power vent 850 | 2305 | 3155
A.O. Smith 50 gallon Power vent 850 | 2445 | ~~3295~~ > .70 Energy Factor.

A.O. Smith 50 gallon heat pump water heater 850 | 2855 | 3705

State of Michigan Weatherization Assistance Program (WAP)

Ottawa County Community Action Agency

PRELIMINARY AWARD NOTICE-CONTRACTOR ACCEPT/DECLINE

PRELIMINARY AWARD NOTICE DATE: _____

CONTRACTOR NAME: _____

JOB NUMBER: _____ CLIENT NAME: _____

CLIENT ADDRESS: _____

CONTRACTOR JOB OFFER RESPONSE (CHECK APPROPRIATE BOX)

ACCEPT

DECLINE

CONTRACTOR NAME (PRINT): _____

CONTRACTOR SIGNATURE:

DATE: _____

***Ottawa County Community Action Agency
Weatherization Complaint Policy***

Complaint within 18 months from final inspection of work on the home:

Ottawa County Community Action Agency will review each complaint that has been submitted in writing.

Ottawa County Community Action Agency will respond to each complaint individually within 10 business days.

The agency will arrange for a contractor to return to provide additional service which addresses the complaint within 30 days if it is determined that Ottawa County Community Action Agency and/or its representative was responsible or was negligent.

Complaint received after 18 months from final inspection has expired:

After 18 months has expired, the homeowner is responsible for any and all repairs on the home, regardless of whether Ottawa County Community Action Agency or its representative installed such measures for the Weatherization Program or they were installed by the homeowner or prior owner.

I have received a copy of the Weatherization Complaint Policy of Ottawa County Community Action Agency. I have read and understand the information presented. If I do not agree with the outcome of the complaint process, I will follow the grievance policy of the organization.

Signed _____ Date _____

License Information:

Mechanical Contractor 7102587

Licensee Detail

License Type: Mechanical Contractor **Type:**
License Number: 7102587 **Name:** KURT SALE
License State: MI **Title:**
Business Type: Mechanical Contractor
Business Name: SALES HTG CLG & REFRIG INC
Number of Sites:
Business License Expiration Date:
License Issue Date: 01/01/1985
License Expiration Date: 08/31/2025
License Status: Issued

DBA:

LICENSE CLASSIFICATIONS

License Class: 1 - Hydronic & Cooling and Process Piping

License Class: 2 - HVAC Equipment

License Class: 3 - Ductwork

License Class: 4 - Refrigeration

License Class: 6 - Unlimited Heating Service

License Class: 8 - Unlimited Refrigeration and Air Conditioning Services

▶ Related Records



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER White & Associates Insurance 52 West Main Street Fremont, MI 49412	CONTACT NAME: Jana English PHONE (A/C, No, Ext): 616-863-9248 E-MAIL ADDRESS: jenglish@whiteagency.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED SALES HEATING COOLING & REFRIG 792 LINCOLN AVE HOLLAND, MI 49424	INSURER A: Michigan Insurance Company	NAIC # 10857
	INSURER B: Michigan Insurance Company	NAIC # 22586
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPJ 8990708	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		Y	CCJ 8990708	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000		Y	CXJ 8990708	05/01/2023	05/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	100028401	05/01/2023	05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

When required by written contract, the certificate holder is listed as additional insured for general liability and a waiver of subrogation applies for general liability, automobile liability, and umbrella liability.

CERTIFICATE HOLDER**CANCELLATION**

Email: mbrothers@miottawa.org

Ottawa County Community Action Agency
12251 James St, Ste 300
Holland, MI 49424**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

AUTHORIZED REPRESENTATIVE

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Action Request

Electronic Submission – Contract # 2002



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 9/5/2023

Vendor/3rd Party: RANDY SCHOLMA BUILDER

Requesting Department: CAA

Submitted By: KERRI MAMMOSER

Agenda Item: CONTRACTOR SERVICES FOR THE WEATHERIZATION PROGRAMS

Suggested Motion:

To approve and forward to the Board of Commissioners the contract with Randy Scholma, Builder, to provide general contractor services for the Weatherization programs for the period October 1, 2023 through September 30, 2025.

Summary of Request:

Randy Scholma, Builder, provides general contractor services for the Weatherization programs including, but not limited to, insulating and air sealing to make homes more energy efficient. This is a fee per service contract and the contract total will vary based on jobs completed. This contract is grant funded. The grants are from The U.S. Department of Energy, Michigan Department of Health and Human Services and the Bipartisan Infrastructure Law.

Financial Information:

Total Cost: \$116,500.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Administration:

Recommended by County Administrator:

8/31/2023 8:30:39 PM

Committee/Governing/Advisory Board Approval Date: 9/5/2023

Effective Dates: October 1, 2023-September 30, 2025

Program Title: Weatherization Assistance Program

Contract Type: General Weatherization

CONTRACT FOR SERVICES
BETWEEN
OTTAWA COUNTY, FOR AND ON BEHALF OF
OTTAWA COUNTY COMMUNITY ACTION AGENCY
AND
Randy Scholma, Builder

WITNESSETH

This Contract is entered into as of October 1, 2023, by and between the Ottawa County, for and on behalf of, Ottawa County Community Action Agency (OCCAA), hereinafter referred to as the "AGENCY," having its principal offices at 12251 James Street, Ste. 300, Holland, MI 49424, and Randy Scholma, Builder, hereinafter referred to as "CONTRACTOR," having its principal office located at 7411 12th Ave, Jenison MI 49426.

Subject to the conditions contained below, the AGENCY and the CONTRACTOR mutually agree as follows:

I. STATEMENT OF WORK

The CONTRACTOR shall furnish all supervision, technical personnel, labor, machinery, tools, equipment, materials and services, and perform all work required in accordance with the State Department of Health and Human Services (DHHS) approved technical weatherization manual, Job Task Analysis (JTA's) http://www.irecusa.org/wp-content/uploads/2015/05/retrofit_installer_jta_04112012.pdf Community Services Policy Manual (CSPM) http://www.michigan.gov/documents/dhs/CSPM_600_Series_215133_7.pdf Standard Work Specifications (SWS) <https://sws.nrel.gov/> Michigan Weatherization Field Guide <https://wxfieldguide.com/mi/#t=MIWxFg%2FTitle%2FTitle.htm> DOE regulations/program notices and other applicable rules and regulations.

The property (ies) to be contracted for will be included in the Preliminary Award Notice, issued by the AGENCY as the property (ies) is (are) determined eligible for service. (Refer to the Special Conditions, A). Preliminary Award Notices are incorporated as part of this agreement. CONTRACTOR agrees to install said items in a workmanlike manner at such times and places as designated by the AGENCY.

II. PERIOD OF PERFORMANCE

The effective dates of this Agreement shall be for October 1, 2023, through September 30, 2025, and any additional period as the AGENCY and CONTRACTOR shall mutually agree.

III. GENERAL CONDITIONS

A. Deviation from Specifications

The CONTRACTOR shall notify and get prior approval via a change order from the AGENCY before doing work that deviates from the work order specifications. Any extra work must be pre-approved by AGENCY and fully documented by CONTRACTOR. Authorization may be initiated verbally but must ultimately be in writing and signed off by the AGENCY and the Contractor on the change order in FacsPro.

B. Subcontracting

The AGENCY reserves the right to approve or disapprove any CONTRACTOR/Subcontractor relationship. Therefore, the CONTRACTOR will not enter into a Subcontract Agreement without receiving prior approval in writing from the AGENCY. All subcontractors that might be used by the CONTRACTOR are bound by the same requirements, standards, licensing, insurance coverage, and all other provisions included herein that govern the CONTRACTOR'S activities. CONTRACTOR shall be responsible for performance of assignees and subcontractors.

C. Governmental Terms and Conditions

Where applicable the following requirements are incorporated herein:

- 1) Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Subpart 60) (unless the total sum paid to the Contractor pursuant to this Agreement is less than \$10,000).
- 2) The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Subpart 3).
- 3) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Subpart 5) (unless total sum paid to the Contractor pursuant to this Agreement is less than \$2,000).
- 4) All applicable DOE requirements and regulations pertaining to reporting.
- 5) The DOE requirements and regulations pertaining to copyrights, rights in data, and patent rights with respect to any discovery in the course of or under this Agreement, as set forth in 10 CFR 600.234).
- 6) All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Subpart 15)(unless the total sum paid to the Contractor pursuant to this Agreement is less than \$100,000).
- 7) By signing this contract, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The Vendor shall notify OCCAA within seven (7) business days if the Contractor is debarred, suspended, or proposed for debarment during the term of this contract.
- 8) Contractor shall comply with all federal and state laws, municipal ordinances, and regulations which in any manner affect the work or performance of this contract, and shall at all times carefully observe and comply with all rules, ordinances, and regulations.

IV. SPECIAL CONDITIONS

- A. AGENCY reserves the right to assign work as seen fit in the best interest of the Weatherization Program. The Agency will make no guarantees of work or production and will issue work on an as needed basis. The

Agency will further reserve the right to terminate the working relationship with a contractor for reasons including, but not limited to, failure to provide proof of insurances and licenses, failure to perform work in a timely manner, and failure to perform work in the quality expected by the AGENCY.

- B. No work shall begin until the AGENCY issues a written Preliminary Award Notice Order to the CONTRACTOR. The Preliminary Award Notice will identify the property(ies) to be weatherized and will include a work order which gives a general description of work to be performed. The Preliminary Award Notice will be incorporated as part of this agreement.
- C. All work shall be completed in a professional manner acceptable to the AGENCY. All weatherization work must be completed in compliance with the Standard Work Specifications (SWS), JTA's, Community Services Policy Manual (CSPM), and Michigan Field Guide. All materials must be installed in accordance with the procedures outlined in the applicable documents referenced above.
- C. It will be the responsibility of the AGENCY to identify the work that will be performed on each house; it will be the responsibility of the CONTRACTOR to perform and /or re-check all measurements on windows and doors prior to ordering.
- D. All work is to be completed within thirty (30) days of the date of the Preliminary Award Notice. At the option of the AGENCY, this contract may be canceled if the CONTRACTOR fails to complete the work within thirty (30) days. Extensions of time for completion of work may be permitted provided that written requests for extensions detailing the reasons therefore are received and accepted by the AGENCY prior to the expiration of the initial thirty (30) day period.
- E. Jobs will be bid, awarded, and contracted on a per-job basis or by bid bundle. Each job consists of measures identified by a certified auditor through a complete State of Michigan (SOM) approved weatherization audit. Bids are based on unit price lists provided to AGENCY by each contractor when they apply for the Roster. The contractor may adjust bids on a quarterly basis.
- F. Bids are compared by price. Generally, the job/bundle will go to the lowest bidder. However, the AGENCY may apply non-price criteria to determine whether the lowest bidder is eligible to receive that job or bundle at the time. If not, the job is awarded to the next-lowest bidder, and so on until all eligibility criteria are met. The AGENCY may use a rotation process of contractors but shall eliminate the most recently used contractor from the next bidding process for the next job. A Contractor that has been awarded the most recent job shall not be considered for the next job being awarded.
 - 1. Work capacity: if the lowest bidder already has five (5) or more jobs currently in progress, the AGENCY may award the job to the next lowest bidder on the roster.
 - 2. Financial capacity: The AGENCY will not issue a contractor additional work beyond its financial capacity, until some outstanding work is completed, inspected and paid. If the lowest bidder has \$50,000 or more in outstanding work the AGENCY may award the job to the next lowest bidder on the roster.
 - 3. When a contractor is preliminarily awarded a job, he/she has the right to refuse the work. However, the AGENCY assumes that the reason for refusal is that the contractor does not have the capacity to complete the work within the required timeframe.
 - 4. If a contractor refuses one job, the AGENCY may assume that the contractor does not have the capacity and may choose not to offer the next job to that contractor

- G. If a job does not pass post inspection, the contractor will be required to fix, repair, clean, or otherwise finish assigned work before payment to contractor for the job shall occur and new work issued. All Contractors are required to meet minimum standards as set by OTTAWA COUNTY COMMUNITY ACTION AGENCY in regard to quality of materials purchased in order to weatherize a unit for OTTAWA COUNTY COMMUNITY ACTION AGENCY. OTTAWA COUNTY COMMUNITY ACTION AGENCY will utilize a Contractor Evaluation process that will track post inspection deficiencies of Weatherization Contractors.
1. Inspection passage rate: The AGENCY may award jobs based on rate of passed inspections. The AGENCY will track each contractor's rate of passing final inspections of jobs completed over the preceding 3 month period.
 2. If Contractor's rate of passage falls below 90% for jobs completed for the preceding 3-month period, the Agency may award jobs to the next lowest bidder on the roster.
- H. The CONTRACTOR shall:
1. Arrange a mutually convenient time with clients for evaluation and installation of all work to be performed, and Contractor shall adhere to said schedule.
 2. Use only materials that meet standards established for such material in Standard Work Specifications (SWS), as defined in Appendix A of 10 CFR 440 or as approved by DOE on a case by case basis.
 3. Keep the premises clean and orderly during the course of the work and remove debris at the completion of the work.
 4. Guarantee the work performed for a period of eighteen (18) months from the date of final acceptance of all the work required by the Agreement. CONTRACTOR shall guarantee that all work shall be free from any defect in materials, manufacture, design or installation of any material provided and/or installed pursuant to this Agreement for said period from the date said materials are provided or are installed, whichever is later. Contractor shall remedy such defects promptly upon notice by the client or AGENCY, without charge. In the event of Contractor's failure to remedy such defects promptly, AGENCY may withhold payment to CONTRACTOR for any other weatherization work performed by CONTRACTOR pursuant to this Agreement. AGENCY shall be entitled to return to CONTRACTOR without payment, all materials of a quality inferior to that agreed to by AGENCY and CONTRACTOR.
 5. Permit the AGENCY or its designee to examine and inspect the premises where the Weatherization work is being, or has been, performed.
 6. Repair all surfaces and work damaged by the CONTRACTOR resulting from work under this Contract at no additional cost to the AGENCY. "Repair" means the item is to be placed in equal or new condition either by patching or replacing. The finished work shall match adjacent work in design, dimension, texture and hue. Any repairs or corrective actions necessary shall be completed within five (5) days of notification.
 7. Procure, at his/her own expense, all necessary licensing and permits required by law to perform the work released to him/her under this Contract, and to arrange on CONTRACTOR'S own time and expense any other miscellaneous charges that might be necessary to perform the work called for. All work completed must comply with existing code.
 8. Be aware of and support AGENCY Client Energy Education Program.

9. Utilize the AGENCY-approved blower door equipment (owned by contractor or provided by AGENCY) to perform weatherization blower door tests as required by the AGENCY. CONTRACTOR will have working knowledge of how to set-up and effectively use a blower door (i.e. be able to perform calculations, understand Air Changes per Hour Theory, detect air leakage sites, etc). CONTRACTOR will accurately complete and submit Blower Door Test Data Sheets as required by the AGENCY.
 10. Conduct work on surfaces affected by lead-based paint as required by HUD 24 CFR Part 35, with workers who have had the appropriate level of training. Subcontractors must also have the appropriate level of training.
 11. Provide completed and signed Authorization for Criminal History Search and Background Check form, including Central Registry, on all employees working on agency jobs. The AGENCY reserves the right to prohibit employees deemed unsatisfactory as a result of background check findings from working on a residential job site. The Contractor will ensure that all of the required Authorization forms are submitted to the AGENCY at the time of the contract signing and immediately upon hiring and/or assigning a new owner or employee to any work related to this contract. The Contractor will notify the AGENCY immediately in writing of any new or additional owner or employee criminal felony convictions, criminal misdemeanor convictions, and/or pending felony charges.
- H. Additional Requirements of Suppliers and Installers of Insulation: In addition to other responsibilities of Contractor set forth herein, if Contractor is supplying or installing insulation pursuant to this Agreement, it shall have the following additional responsibilities.
1. Contractor shall be responsible for measuring the attic area; including knee walls and slopes where needed. Contractor shall cut access space and insulate all access ways to install cellulose and/or fiberglass to specified density. The attic shall be ventilated in conformance with all applicable federal, state and local statutes, ordinances, codes and regulations.
 2. Upon completion of the installation of insulation, Contractor shall promptly complete and display in a location as directed by the AGENCY a *Certificate of Insulation*, completed and signed by the Contractor. The *Certificate of Insulation* form shall be displayed by stapling it as directed or by other means in which the form will be, and can be, expected to remain easily visible. A copy of said *Certificate of Insulation* is attached hereto as Exhibit A.
- I. The CONTRACTOR agrees that all work will be performed himself or by his employees or his subcontractors, if any may be used. Minimum material and installation standards and specifications are identified within the DHHS-approved field guide and all work performed must conform to these standards.
- J. The CONTRACTOR shall, with respect to the AGENCY, be considered an independent contractor and, as such, shall be solely responsible for the performance, general direction, supervision and efficient business administration of the work and contractor's employees.
- K. Should any dispute arise in respect to the true construction or meaning on drawings of the specifications, or should any dispute arise in respect to the true value of the extra work or of the work omitted, or of improper workmanship, or of any losses sustained by the Owner or the AGENCY, and if the manner of its estimation is not herein otherwise provided for the same shall be determined as follows: The OCCAA Program Manager shall hear the dispute and recommend terms for settlement. If the terms of the recommended settlement are not satisfactory to both AGENCY and CONTRACTOR, then the dispute shall go for settlement to an arbitration panel. The arbitration panel shall be composed of three persons: one representative appointed by the OCCAA Program Manager, one representative appointed by the CONTRACTOR, and a third appointed by the first two representatives. The decision of the arbitration panel shall be final.

If a service provider's contract has been suspended, terminated or is not renewed, or if the contract contained an option to renew, or if an administrative action has been taken that limits or imposes requirements on the contractor, the contractor shall have a right to an appeal under the Complaint/Appeals Policy attached to this contract (Exhibit D).

L. Training

The CONTRACTOR and his employees shall be familiar with the DHHS-approved Technical Weatherization Policies and shall participate in training as required by the AGENCY and/or DHHS. The CONTRACTOR warrants that he is familiar with HUD 24 CFR Part 35 and agrees to obtain training for him/herself and his/her employees for required certifications at no extra cost to the AGENCY. The required trainings include Indoor Air Quality, MIOSHA, as well as Lead Safe Work Practices and/or Lead Renovation Repair and Painting as specified in the CSPM. In addition, all Weatherization workers are to be familiar with the NREL JTA's and must provide proof of all applicable trainings to the Agency.

In accordance with Ottawa County policy, the AGENCY shall reimburse all costs associated with the described training at the completion of training upon submission of documentation supporting the requested reimbursement. The AGENCY will also pay a daily stipend upon completion of the training of \$300.00 per day per person. See attached Training and Technical Assistance Retention Agreement

M. Reports and Documents

The CONTRACTOR shall complete and return all reports and documents to the AGENCY prepared by the CONTRACTOR in a timely manner for each job completed.

N. CONTRACTOR will provide AGENCY with current cellular phone number and email address and agrees to be contacted by cellular phone number and/or email address during normal business hours.

V. PAYMENT

- A. The AGENCY will pay the CONTRACTOR for performance of the Contract in the amount(s) set forth in Exhibit B (contractor price list). Cost reimbursement for work performed that is not specifically defined in the Contractor price list shall be negotiated on an as needed basis.
- B. All contractor invoices are required to contain a job number and labor/material costs for each job, supporting the work order with itemized measures and prices, including the change order, if applicable. Along with the invoice the contractor submits other documentation as required, ie: certificate of insulation, etc.
- C. No payment shall be made until after final inspection and approval of the work by the AGENCY. Acceptance of faulty work or failure to discover defects will not relieve the CONTRACTOR of responsibility as set forth herein. The CONTRACTOR shall undertake any corrective measures (for work not completed or not up to DHS standards) that may be deemed necessary by the AGENCY. The CONTRACTOR will proceed to complete such corrective measures within five (5) days of notification at the CONTRACTOR's expense.
- D. Additional work required following post-inspection of the job shall be completed within five (5) days of notification.

PAYMENT PROCESS:

The CONTRACTOR shall submit an invoice and the Preliminary Award Notice (Exhibit C) upon completing all work on the client's dwelling. The invoice shall be **signed** and shall include the following:

Contractor's Name, Address and Phone Number
Invoice Number
Invoice Date
Client's Job Number
Client's Name and Address
Labor & Material Costs

The invoice shall be billed to:

Weatherization Department
Ottawa County Community Action Agency
12251 James Street, Ste 300
Holland, MI 49424

The Weatherization Contractor shall return the job file when work is completed. Post inspection will be scheduled and, upon approval of all work and receipt of necessary invoices, payment will be made within thirty (30) days.

VI. INSURANCE

The following insurances **MUST** be carried by the CONTRACTOR and jobs will not be assigned to CONTRACTORS until all insurance requirements are in place and proof is provided to the agency.

1. The CONTRACTOR shall carry or require that there be carried minimum \$1,000,000 Worker's Compensation Insurance for all its employees and those of its subcontractors engaged in work at the site in accordance with the State of Michigan Worker's Compensation Laws.
2. The CONTRACTOR shall carry Manufacturer's and Contractor's Public Liability Insurance which shall include coverage for acts of independent contractors and subcontractors. Such policy shall include the minimum coverage of \$500,000 for each occurrence of bodily injury and \$500,000 each occurrence for property damage.
3. The CONTRACTOR shall carry COMMERCIAL GENERAL LIABILITY Insurance in the following amounts:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000

There shall be no Products/Completed Operations or Contractual Liability exclusions.

The General Aggregate limit shall apply separately per location or project. The County of Ottawa is to be named as an additional insured on a primary and non-contributory basis, and this additional insured status shall NOT terminate upon completion of the project/work.

4. The CONTRACTOR shall carry AUTOMOBILE insurance as follows:

Residual Liability	\$1,000,000 each accident, combined single limit
Personal Injury Protection	Statutory
Property Protection	Statutory

This coverage shall protect the Agency and Ottawa County, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. The Contractor shall provide, at the time that the contracts are returned by him/her for execution, a Certificate of Insurances as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies or all policies mentioned above shall be furnished if requested.

5. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the County at least ten (10) days prior to the expiration date.

VII. LICENSE/CERTIFICATIONS

A. Provision of Licenses

The CONTRACTOR will furnish to the AGENCY a copy of its Residential Builders License, or Maintenance and Alteration Contractor's License issued by the State of Michigan prior to the signing of the Contract.

B. Lead Safe Regulations Compliance and Provision of Certificates including the EPA's Lead Renovations, Repair and Painting rule.

The CONTRACTOR agrees to comply with lead-based paint regulations and will furnish to the AGENCY a copy of each crew members' certificates of Lead Safe Work Practice training and/or the EPA's LRRP as mentioned above. The CONTRACTOR will furnish such certificates for any new crew members that work on weatherization jobs during the Contract term.

VIII. OTHER REQUIREMENTS

A. Access to DHS-Approved Field Guide

The CONTRACTOR hereby acknowledges that it has access to and a working knowledge of the DHHS-approved Field Guide. In addition, the CONTRACTOR hereby agrees to comply with all the specifications, requirements, terms and rules contained in that document.

B. Temporary Suspension of Contractor (Force Majeure)

1. If, at any time during the period covered by this Contract, the desired program as set forth in the proposal, in the opinion of the AGENCY, cannot be continued in such a manner as to adequately fulfill the intent of the statute or regulations, due to an act of God, strike, or other disaster, the AGENCY may, in its discretion, upon two (2) days written notice to the CONTRACTOR, suspend the Contract indefinitely, until the interference due to the above mentioned act of God, disaster, or other danger has passed, at which time, upon two (2) days written notice being received and concurred in by the AGENCY at its discretion, the Contract shall be reinstated and thereafter remain in effect until the program period stated in terms of actual duration of days has been fulfilled.
2. During the term of suspension, the AGENCY and CONTRACTOR shall retain and hold available any and all funds approved for application to the Contract and shall not, during this period, otherwise expend or apply them, the funds to be held in readiness for the immediate reinstatement of this Contract.

C. Termination or Suspension (For Cause)

1. If through any cause the CONTRACTOR shall fail to fulfill in a timely manner and proper manner its obligations under this Contract, or in the event of violation of any of the covenants contained herein, the AGENCY shall thereupon have the right to terminate or suspend this Contract by giving a written notice in the form of a certified letter to the CONTRACTOR specifying the rationale for the decision and effective date of termination or suspension. In such event all records, unused monies, and such amounts as may have been expended contrary to the terms of this Contract shall be turned over to the AGENCY.
2. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any breach of this Contract by the CONTRACTOR, and the AGENCY may withhold any payments hereunder until such time as the exact amount of reimbursement due the AGENCY from the CONTRACTOR is determined.

D. Termination (For Convenience)

The AGENCY or CONTRACTOR may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

E. DAMAGES

The AGENCY may deduct from the contractor invoices:

An amount of \$50.00 for each failed inspection. If the work fails again at re-inspection, the AGENCY reserves the right to call on another contractor to correct the defects, and not pay the original contractor for the measures that did not pass inspection.

An amount of \$40.00 per business day that the work is not completed by the deadline specified, unless it is for reasons beyond the contractor's control (e.g., client non-responsiveness or non-cooperation). The contractor must notify the AGENCY in advance of any conditions preventing timely completion of work.

F. Amendments

This written agreement, including the attached exhibits, constitute the entire and complete agreement between the Contractor and the Agency, and each warrants that there are no additional understandings or agreements, oral or otherwise, between the parties. This Agreement supersedes any prior discussions, negotiations, agreements, oral or otherwise, between the parties. This agreement may only be modified or amended by a written request or amended proposal approved and signed by the Agency.

G. Ottawa County Community Action Agency: HELD HARMLESS

It is specifically agreed by and between the parties that the CONTRACTOR, in the performance of its duties shall indemnify, defend, and hold harmless the Agency, Ottawa County, its departments, agencies, Boards, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages, and claims and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalty,) resulting from or related to (1) the acts or omissions of the Contractor or its subcontractors, officers, directors, employees, agents, or (2) resulting directly or indirectly from the work service or materials provided under this Contract; or 3) any failure to perform the Contractor's obligations under this Contract. In the event that any tortious conduct

on the part of the CONTRACTOR arises, the CONTRACTOR shall indemnify and hold harmless Ottawa County, the AGENCY and their employees, officers or agents, pursuant to this Contract. With respect to any action on the part of the CONTRACTOR which may give rise to a course of action in any court of law, or before any administrative body with the power and ability to assess damages and/or fault, the CONTRACTOR shall maintain insurance to sufficiently cover any and all damages. Said insurance shall provide that Ottawa County and the AGENCY is fully protected from any liability which may be caused by the wrongful acts of the CONTRACTOR. This indemnification obligation is not limited by the insurance obligations contained in this Contract.

The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination.

In addition, CONTRACTOR shall indemnify such parties for any funds disbursed by the County or the AGENCY to the CONTRACTOR which were wrongfully appropriated and utilized by the CONTRACTOR or which were paid to the CONTRACTOR based upon false or misleading representations or information.

H. Assignment and Transfer of Contract

The AGENCY may also assign and transfer this Contract when required. If the CONTRACTOR is unable or unwilling to comply with such additional conditions as may be lawfully applied, the CONTRACTOR shall terminate the Contract by giving reasonable ten (10) day written notice to the AGENCY, signifying the effective date thereof. In such event, the AGENCY may require the CONTRACTOR to ensure that adequate arrangements have been made for the transfer of the contracted work to the AGENCY. In the event of any termination, all the AGENCY's property and finished or unfinished documents and reports prepared by the CONTRACTOR under this Contract shall be returned to the AGENCY.

The CONTRACTOR is prohibited from assigning or subcontracting any of the work described in the Statement of Work without the prior written consent of the Agency. The Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, executors, administrators, assignees and successors.

I. EEOC and Civil Rights Act Compliance

CONTRACTOR covenants and agrees with the AGENCY that this Agreement shall be performed, executed and implemented in accordance with the requirements of Executive Order No. 12246 of September 24, 1965, and as amended by Executive Order No. 13375 of October, 1967, the regulations promulgated pursuant thereto by the Equal Employment Opportunity Commission of the Department of Labor, and the provisions of Title VI or Title VII of the Civil Rights Act of 1964. Pursuant hereto the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin, and shall take such affirmative action as may be required to comply with such laws, rules, or regulations.

J. Unfair Labor Practices

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq.*, Contractor warrants that its name does not appear in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. The State shall not award a contract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act.

K. Entire Agreement

This contract, including the attached exhibits, when signed by the AGENCY and the CONTRACTOR, constitutes the full and complete understanding of all parties and may not be in any manner interpreted or fulfilled in contradiction of its expressed terms as provided herein

It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. All prior oral and written understandings and agreements are specifically merged herein.

L. Notices

Unless otherwise provided, all notices and all other documents to be served or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on the cover page of this Contract or such other address or addresses as shall be specified by the parties hereto from time to time and may, unless otherwise provided for in this Contract, be served or transmitted in person or by first-class mail properly addressed with sufficient postage.

M. Choice of Forum

This Contract has been executed in the State of Michigan and shall be governed by Michigan Law.

N. Waiver

The waiver of any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reasons, the unenforceability thereof shall not impair the remainder of the Contract, which shall remain in force and effect.

O. Captions

The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any what to amplify or modify the terms and provision hereof. All attachments are incorporated herein by reference as through full stated herein.

P. Explanation of Terms

The term days as used in this contract shall mean calendar days unless the term business days are used.

Q. Signatures

The signatories warrant that all statements contained within this contract, including any attachments, are complete and accurate. In addition, the signatories warrant that they are empowered to enter into this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in one (1) original copy on the day and year first above written.

FOR THE CONTRACTOR

By: *Katy Loh* 8-2-23
Date

Autan Engstrom 8/2/23
Witness Date

By: _____
Date

Witness Date

**OTTAWA COUNTY, for and on behalf of
Ottawa County Community Action Agency**

Joe Moss , Chair Date
Board of Commissioners

Witness Date

Justin Roebuck, Clerk/Register Date

Witness Date

CERTIFICATE OF INSULATION

ADDRESS OF RESIDENCE: _____

NAME OF INSTALLER: _____

ADDRESS: _____

INSULATION TYPE: _____

MANUFACTURER: _____ BATCH NO. _____

NUMBER OF BAGS AND/OR FEET: _____

<u>LOCATION OF EACH SPACE INSULATED</u>	<u>SQUARE FEET</u>	<u>NO. BAGS/FEET INSTALLED</u>	<u>R-VALUE INSTALLED</u>

COMPLETION DATE: _____

I HEREBY CERTIFY THAT THE INSTALLATION WAS CARRIED OUT IN CONFORMANCE TO ALL APPLICABLE STANDARD PRACTICES, CODES, AND REGULATIONS.

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

- COPY TO:
- a) Householder
 - b) Affixed to house at or near electrical panel, along with copy of R-value from label
 - c) OCCAA Weatherization Program

**OTTAWA COUNTY COMMUNITY ACTION AGENCY
WEATHERIZATION CONTRACTOR PRICE LIST**

Contractor & Submission Date: Randy Scholms Bldr. 2023

Indicate the Cost for **Providing** and **Installing** Each Item

All items used must meet or exceed the material specifications and installation standards identified in the State of Michigan Technical Weatherization Policies as well and the Customer Service Policy Manual (CSPM) and the Standard Work Specifications (SWS)

Site Built Home: Measures and Descriptions

Item	Additional Weatherization Measures	Unit	Labor \$	Material \$	Total \$	
1	Hourly Weatherization Rate	HR			45 ⁰⁰	General Labor
Compact Fluorescent Light Bulbs (CFL)						
2	5 Watt Lighting	EA	7.2	4.8	12-	
3	7 Watt Lighting	EA	7.2	4.8	12-	
4	9 Watt Lighting	EA	7.2	4.8	12-	
5	13 Watt Lighting	EA	7.2	4.8	12-	
6	18 Watt Lighting	EA	7.2	4.8	12-	
7	25 Watt Lighting	EA	7.2	4.8	12-	
8	26 Watt Lighting	EA	7.2	4.8	12-	
9	38 Watt Lighting	EA	7.2	4.8	12-	
10	11 Watt Flood Lighting	EA	10.8	7.2	18-	
11	15 Watt Flood Lighting	EA	10.8	7.2	18-	
12	18 Watt Flood Lighting	EA	10.8	7.2	18-	
13	Per Fixture Installation Fee	EA	48	32	80-	One fee per fixture regardless of the number of bulbs installed
Health and Safety						
		Unit	Labor \$	Material \$	Total \$	

14	Smoke Detector	EA	39	26	65-	UL Listed, Alkaline (or better) Battery Powered
15	Carbon Monoxide Alarm	EA	39	26	65-	
16	Battery - 9V Alkaline	EA	2.7	1.8	4.5	Includes installation
17	Dryer Vent - Hood Only	EA	24	16	40	Plastic Hood, All Edges Caulked
18	Dryer Vent - Duct Only	LF	9	6	15	Aluminum, Sheet Metal, or UL Approved Aluminum Flex Duct
19	Dryer Vent - Full Kit	EA	54	36	90	8' Duct, Elbows, Attachments, Hangers, Hood,
20	Fan Bath: Exhaust Existing Fan	EA	96	64	160-	Gabel or Roof Exit, Dampened Hood, Insulated Duct, All Connections & Fasteners
21	Fan Bath: Replace Existing Fan	EA	111	74	185-	1 sone, Collar Plate (if needed), 70 CFM intermittent & 10 CFM continuous
22	Fan Kitchen: Exhaust Existing Fan	EA	99	66	165-	Dampened Hood, Duct, Connections & Fasteners, 120 cfm capable
23	Fan Kitchen: Replace Existing Kitchen Fan Hood	EA	135	90	225-	2 sone, Capable of 120 CFM intermittent, All Connections & Attachments
24	Fan Kitchen: Replace Existing Motor	EA	90	60	150-	2 sone, Capable of 150 CFM intermittent
Major Bypass/Infiltration - Doors & Windows						
25	Door - Exterior - Metal	EA	510	340	850-	Pre-hung, Peep Viewer, Casing Interior & Exterior, & Lock Set
26	Door Interior - Hollow Core	EA	150	100	250-	Pre-hung, Casing (both sides), & Lock Set
27	Door - Vinyl Sliding Glass	EA	1320	880	2200-	Fully trimmed inside/outside
28	Door: Adjust/Repair Existing Door	EA	45	30	75-	Adjust lock set/strike plate & secure hinges
29	Door - Weather-Strip	SET	36	24	60-	Metal Flange & Flex Strip
30	Door - Sweep	EA	18	12	30-	
31	Door - Bump Threshold	EA	36	24	60-	
32	Door - Shoe/Stop	SET	30	20	50-	
33	Door - Threshold Replacement	EA	51	34	85-	
34	Door: Lock Set	EA	51	34	85-	
35	Storm Door - Remove & Re-install	EA	51	34	85-	
36	Storm Door - Replace Closure	EA	24	16	40-	
37	Storm Door - Replace Handle & Latch or Wind Chain	EA	45	30	75-	
38	Window Replacement - Vinyl, /Double Pane	UI	6	4	10	Installation, trim, and all finish details

Major Bypass/Infiltration - Doors & Windows -Continued		Unit	Labor \$	Material \$	Total \$	
39	Window Replacement - Vinyl, Double Pane, Low E	UI	6	4	10	Installation, trim, and all finish details
40	Window - Glass Storm	UI	2.7	1.8	4.5	
41	Window - Standard Bsm't Storm	EA	75	50	125	
42	Window - Non-standard Bsm't Storm	EA	90	60	150	
43	Window - Sash Lock	EA	5.7	3.3	9.5	
44	Window - Pulley Cover	EA				
45	Window - Basement Window Close-out	EA	30	20	50	Pressure Treated Wood Frame & Panel, Caulk, Insulation, & 100% air seal
Major Bypass/Infiltration - Miscellaneous Air Sealing						
46	Caulk	LF	.57	.38	.95	
47	Flue Collar	EA	27	18	45	Non-combustible material & high temp caulk
48	Outlet & Switch Plate Gasket	EA	1.71	1.14	2.85	
49	Foam Bypass < 9" sq.	EA	15	10	25	
50	Patch Holes - Wall/Ceiling < 3/4" diameter	EA	12	8	20	
51	Drywall Repair - Wall	SQFT	3.3	2.2	5.5	Drywall, Tape, 2-Coat Mud, Sanding, & Paint-Ready finish
52	Drywall Repair - Ceiling	SQFT	3.3	2.2	5.5	Drywall, Tape, 2-Coat Mud, Sanding, & Paint-Ready finish
53	Interior Trim	LF	2.1	1.4	3.5	Include Any Necessary Prime Painting
54	Fireplace - Removable Close-out	EA	33	22	55	
55	Fireplace - Flue Balloon	EA	33	22	55	
56	Fireplace - Chimney Spring Loaded Cap	EA	111	74	185	Stainless Steel cord to fire box
57	2-part Spray Foam for Air Sealing	SQFT	6	4	10	R-7, 1" Thickness ("Flash Coat")
58	Whole-house Fan Treatment	EA	150	100	250	Fabrication in attic space: Design, Frame, Insulate, & 100% air seal
59	Whole-house Fan Vinyl Interior Cover	EA	54	36	90	
60	Access Panel/Door - Crawlspace	EA	60	40	100	Create Opening, 2X8 Frame & 3/4" Panel (Treated), 4 Zinc Barrel bolts, 100% air seal, & Insulation
61	Access Panel - Ceiling	EA	60	40	100	Create Opening, Jamb Ext- 5/8" (minimum) Wood & 2" above insulation level, Interior trim per customer, 3/4" CDX Close-out Panel, Insulation, 100% Air Seal, & Handle
62	Access: Pull-down Stair Treatment	EA	120	80	200	Design, Fabricate, 100% Air Sealing

Major Bypass/Infiltration - Miscellaneous Air Sealing - Continued		Unit	Labor \$	Material \$	Total \$	
63	Access Panel/Door - Kneewall	EA	60	40	100	Create Opening, Jamb & Threshold, Interior Trim, Hinges, Insulation, 2 Latching Hardware, 100% air seal
64	Access: Attic Walk-in Door Treatment	EA	60	40	100	Insulation & 100% air sealing
Duct/Pipe Insulation & Miscellaneous						
65	Duct Insulation	SQFT	2.7	1.8	4.5	R-8 minimum
66	Pipe Insulation (w/in thermal boundary)	LF	1.5	1	2.5	R-3.5 minimum
67	DHW Pressure Relief Drop Leg	EA	33	22	55	Mechanically Attached (ex. Threaded) & to within 6" of floor
68	Magnetic Furnace Filter Slot Cover	EA	27	18	45	
69	Programmable Thermostat	EA	105	70	175	
70	Grill - 10"X20" in Door (one side)	EA	45	30	75	
Exterior Wall Insulation						
71	Blown Cellulose - 2x4 Filled	SQFT	1.41	.94	2.35	
72	Blown Fiberglass - 2x4 Filled	SQFT	1.8	1.2	3	
73	Fiberglass Batts 2x4 Filled: open wall	SQFT	1.65	1.1	2.75	
74	Blown Cellulose - 2x4 Filled - Interior or Masonry Wall	SQFT	2.55	1.7	4.25	
75	Blown FG - 2x4 Filled - Interior or Masonry Wall	SQFT	2.55	1.7	4.25	

	Attic Insulation	Unit	Labor \$	Material \$	Total \$	
76	Blown Cellulose - R-11 (Includes CB attic)	SQFT	.84	.56	1.4	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
77	Blown FG R-11 (Includes CB attic)	SQFT	1.5	1	2.5	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
78	FG Batts - R-11 (Includes CB attic)	SQFT	1.2	.8	2	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
79	Blown Cellulose - R-19 (Includes CB attic)	SQFT	1.2	.8	2	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
80	Blown FG R-19 (Includes CB attic)	SQFT	1.5	1	2.5	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
81	Fiberglass Batts - R-19 (Includes CB attic)	SQFT	1.2	.8	2	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
82	Blown Cellulose - R-30 (Includes CB attic)	SQFT	1.35	.9	2.25	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
83	Blown FG R-30 (Includes CB attic)	SQFT	1.89	1.26	3.15	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
84	Blown Cellulose - R-38 (Includes CB attic)	SQFT	1.35	.9	2.25	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
85	Blown FG R-38 (Includes CB attic)	SQFT	2.25	1.5	3.75	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
86	Blown Cellulose - R-49 (Includes CB attic)	SQFT	1.95	1.3	3.25	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
87	Blown FG R-49 (Includes CB attic)	SQFT	2.49	1.66	4.15	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
88	Kneewall Insulation - FG Batts - R-13	SQFT	1.2	.8	2.25	Include Bypass Below KW and Air Barrier (ex Tyvek)
89	Kneewall Insulation - Spray Foam - R-14	SQFT	2.6	4.4	10	Include Bypass Below KW & any necessary flame retardation
90	Knee Wall - Air Barrier Skin	SQFT	1.2	.8	2	ex. Tyvek
91	Slope (RR) Dense Pack Blown Cellulose R-13	SQFT	1.2	.8	2	Solid Barrier & Air sealing @ top and bottom of RR
92	Slope (RR) Dense Pack Blown Cellulose R-19	SQFT	1.2	.8	2	Solid Barrier & Air sealing @ top and bottom of RR

Additional Attic Insulation / Ventilation		Unit	Labor \$	Material \$	Total \$	
93	Remove Existing Insulation	SQFT	1.65	1.1	2.75	
94	Recessed Light Cover	EA	7.8	5.2	13	
95	Roof Vent < 60 SQIN/NFA	EA	45	30	75	
96	Gable Vent < 12"x18"	EA	45	30	75	
97	Gable Vent > 12"x18"	EA	51	34	85	
98	Gable Vent - Rescreen w/ Hardware Cloth	EA	18	12	30	
99	Soffit Vent	EA	24	16	40	All Types Including Baffle, Cutting Hole, & Vent Cover
100	Roof Ridge Vent	LF	12	8	20	
Foundation Insulation						
101	Sill Insulation: FG - R-19	SQFT	1.5	1	2.5	
102	Sill Insulation: - 1" Spray Foam + FG	SQFT	6	4	10	
103	Sill Insulation - 1" Rigid Foam Insert + FG	SQFT	2.4	1.6	4	Foam Seal insert Edges
104	Fn'd Wall Insulation -Rigid Foam Board R-12	SQFT	2.7	1.8	4.5	
105	Foundation Wall Insulation -FG Batts R-13	SQFT	1.35	.9	2.25	FG & attachments
106	Foundation Wall Insulation - FG Batts - R-19	SQFT	1.5	1	2.5	FG & attachments
107	Floor Insulation - FG R-11	SQFT	1.8	1.2	3	Includes any necessary mesh or supports
108	Floor Insulation - Spray Foam -R-11	SQFT			10	
109	Floor Insulation - FG R-19	SQFT	3	2	5	Includes any necessary mesh or supports
Additional Foundation Insulation / Ventilation						
110	6 Mil Polyethylene Ground Cover	SQFT	.51	.34	.85	6" up Wall, 12" Overlap, Tape All Seams, Adhered to Side Walls, Held down w/ solid material
111	Foundation Vent - Replace Existing	EA	54	36	90	
112	Fn'd Vent - New Opening & Installation	EA	120	80	200	

Manufactured Home: Measures and Descriptions

Item	Major Bypass/Infiltration	Unit	Labor \$	Material \$	Total \$	
1	Replacement Door - Combo	EA	510	340	850	Include all trim
2	Replacement Door - Basic (No Storm)	EA	360	240	600	Include all trim
3	Storm Door	EA	180	120	300	
4	DHW Exterior Closet Door Replacement	EA	135	90	225	
5	DHW Interior Closet Fabricate Close-out Door	EA	90	60	150	
6	DHW Closet Floor Replacement	EA	105	70	175	
7	Window: Replacement Crank Handle	EA	18	12	30	
Wall Insulation						
8	Wall Insulation - Faced Batt - R-13	SQFT	1.35	.9	2.25	Includes All Setup & Prep
9	Wall Insulation - Blown Cellulose (Per Bag)	EA	36	24	60	Includes All Setup & Prep
10	Wall Insulation - Blown Fiberglass (Per Bag)	EA	144	96	240	Includes All Setup & Prep
Foundation/Roof-Attic Insulation						
11	Belly Repair - Complex	SQFT	2.7	1.8	4.5	Fabric, FG R-19, 100% air seal
12	Belly Repair - Simple	SQFT	2.4	1.6	4	Peel-N-Stick Fabric repair
13	Floor Insulation - Blown Cellulose - (Per Bag)	EA	36	24	60	Includes All Setup & Prep
14	Floor Insulation - Blown Fiberglass (Per Bag)	EA	144	96	240	Includes All Setup & Prep
15	Roof Insulation - Blown Cellulose (Per Bag)	EA	36	24	60	Includes All Setup & Prep
16	Roof Insulation - Blown Fiberglass (Per Bag)	EA	144	96	240	Includes All Setup & Prep
Duct Seal - Repair & Replacement						
17	Air Seal Ends of Trunk Line	EA	15	10	25	
18	Register Cover	EA	12	8	20	
19	Register Seal w/ Mastic	EA	19.2	12.8	32	Butyl Tape or Self-adhesive Mesh, Mastic, Debris removal, Pep boot for adhesive

Windows/Storms						
		Unit	Labor \$	Material \$	Total \$	
20	Window: Replacement	UI	1.65	1.1	2.75	Self-storing
21	Window: Plastic Storm	SQFT	1.2	.8	2	
22	Window: Glass Storm	SQFT	1.5	1	2.5	
23	Window Sealing	EA	10.2	6.8	17	Caulking & Air Sealing
Miscellaneous						
24	Electric Heat Tape	LF				
25	Storm Clips	EA				
26	Drip Cap Door/Window	EA				

Contractor Signature:

Randy L. L...

Date:

6-13-2023

State of Michigan Weatherization Assistance Program (WAP)

Ottawa County Community Action Agency

PRELIMINARY AWARD NOTICE-CONTRACTOR ACCEPT/DECLINE

PRELIMINARY AWARD NOTICE DATE: _____

CONTRACTOR NAME: _____

JOB NUMBER: _____ CLIENT NAME: _____

CLIENT ADDRESS: _____

CONTRACTOR JOB OFFER RESPONSE (CHECK APPROPRIATE BOX)

ACCEPT

DECLINE

CONTRACTOR NAME (PRINT): _____

CONTRACTOR SIGNATURE:

DATE: _____

***Ottawa County Community Action Agency
Weatherization Complaint Policy***

Complaint within 18 months from final inspection of work on the home:

Ottawa County Community Action Agency will review each complaint that has been submitted in writing.

Ottawa County Community Action Agency will respond to each complaint individually within 10 business days.

The agency will arrange for a contractor to return to provide additional service which addresses the complaint within 30 days if it is determined that Ottawa County Community Action Agency and/or its representative was responsible or was negligent.

Complaint received after 18 months from final inspection has expired:

After 18 months has expired, the homeowner is responsible for any and all repairs on the home, regardless of whether Ottawa County Community Action Agency or its representative installed such measures for the Weatherization Program or they were installed by the homeowner or prior owner.

I have received a copy of the Weatherization Complaint Policy of Ottawa County Community Action Agency. I have read and understand the information presented. If I do not agree with the outcome of the complaint process, I will follow the grievance policy of the organization.

Signed _____ Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/23/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Michigan, Inc. 5738 Foremost Drive SE Grand Rapids MI 49546		CONTACT NAME: Kimber Humphrey PHONE (A/C, No, Ext): (616) 284-3023 E-MAIL ADDRESS: Kimber.humphrey@bbrown.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE INSURER A: EMC Property and Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25186	
INSURED RANDY SCHOLMA BUILDERS 7411 12TH AVE JENISON MI 49428-8102			

COVERAGES

CERTIFICATE NUMBER: 23-24 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			4D94053	05/16/2023	05/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

OTTAWA COUNTY WEATHERIZATION ASSISTANCE ATTENTION: 12251 JAMES STREET HOLLAND MI 49424	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Action Request

Electronic Submission – Contract # 2026



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 9/5/2023

Vendor/3rd Party: ALAN MCCABE

Requesting Department: CAA

Submitted By: KERRI MAMMOSER

Agenda Item: CONTRACT TO PROVIDE WEATHERIZATION SERVICES FOR OCCAA

Suggested Motion:

To approve and forward to the Board of Commissioners the contract with Alan McCabe (d.b.a. A&S Construction) to provide general contracting services for the Weatherization programs.

Summary of Request:

A&S Construction provides general contractor services for the Weatherization programs including, but not limited to, insulating and air sealing to make home more energy efficient. This is a fee per service contract and the contract total will vary based on job completions. This contract is grant funded. The grants are from the U.S. Department of Energy, Michigan Department of Health and Human Services and the Bipartisan Infrastructure Law.

Financial Information:

Total Cost: \$150,000.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Administration:

Recommended by County Administrator:

8/31/2023 8:31:01 PM

Committee/Governing/Advisory Board Approval Date: 9/5/2023

Effective Dates: September 1, 2023 – August 31, 2025

Program Title: Weatherization Assistance Program

Contract Type: General Weatherization

CONTRACT FOR SERVICES
BETWEEN
OTTAWA COUNTY, FOR AND ON BEHALF OF
OTTAWA COUNTY COMMUNITY ACTION AGENCY
AND
Alan McCabe

WITNESSETH

This Contract is entered into as of September 1, 2023, by and between the Ottawa County, for and on behalf of, Ottawa County Community Action Agency (OCCAA), hereinafter referred to as the "AGENCY," having its principal offices at 12251 James Street, Ste. 300, Holland, MI 49424, and Alan McCabe hereinafter referred to as "CONTRACTOR," having its principal office located at 1138 W Grand Ave, Muskegon MI 49441

Subject to the conditions contained below, the AGENCY and the CONTRACTOR mutually agree as follows:

I. STATEMENT OF WORK

The CONTRACTOR shall furnish all supervision, technical personnel, labor, machinery, tools, equipment, materials and services, and perform all work required in accordance with the State Department of Health and Human Services (DHHS) approved technical weatherization manual, Job Task Analysis (JTA's) http://www.irecusa.org/wp-content/uploads/2015/05/retrofit_installer_jta_04112012.pdf Community Services Policy Manual (CSPM) http://www.michigan.gov/documents/dhs/CSPM_600_Series_215133_7.pdf Standard Work Specifications (SWS) <https://sws.nrel.gov/> Michigan Weatherization Field Guide <https://wxfieldguide.com/mi/#t=MIWxFg%2FTitle%2FTitle.htm> DOE regulations/program notices and other applicable rules and regulations.

The property (ies) to be contracted for will be included in the Preliminary Award Notice, issued by the AGENCY as the property (ies) is (are) determined eligible for service. (Refer to the Special Conditions, A). Preliminary Award Notices are incorporated as part of this agreement. CONTRACTOR agrees to install said items in a workmanlike manner at such times and places as designated by the AGENCY.

II. PERIOD OF PERFORMANCE

The effective dates of this Contract shall be for September 1, 2023, through August 31, 2025, and any additional period as the AGENCY and CONTRACTOR shall mutually agree.

III. GENERAL CONDITIONS

A. Deviation from Specifications

The CONTRACTOR shall notify and get prior approval via a change order from the AGENCY before doing work that deviates from the work order specifications. Any extra work must be pre-approved by AGENCY and fully documented by CONTRACTOR. Authorization may be initiated verbally but must ultimately be in writing and signed off by the AGENCY and the Contractor on the change order in FacsPro.

B. Subcontracting

The AGENCY reserves the right to approve or disapprove any CONTRACTOR/Subcontractor relationship. Therefore, the CONTRACTOR will not enter into a Subcontract Agreement without receiving prior approval in writing from the AGENCY. All subcontractors that might be used by the CONTRACTOR are bound by the same requirements, standards, licensing, insurance coverage, and all other provisions included herein that govern the CONTRACTOR'S activities. CONTRACTOR shall be responsible for performance of assignees and subcontractors.

C. Governmental Terms and Conditions

Where applicable the following requirements are incorporated herein:

- 1) Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Subpart 60) (unless the total sum paid to the Contractor pursuant to this Agreement is less than \$10,000).
- 2) The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Subpart 3).
- 3) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Subpart 5) (unless total sum paid to the Contractor pursuant to this Agreement is less than \$2,000).
- 4) All applicable DOE requirements and regulations pertaining to reporting.
- 5) The DOE requirements and regulations pertaining to copyrights, rights in data, and patent rights with respect to any discovery in the course of or under this Agreement, as set forth in 10 CFR 600.234).
- 6) All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Subpart 15)(unless the total sum paid to the Contractor pursuant to this Agreement is less than \$100,000).
- 7) By signing this Contract, the CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. The Vendor shall notify OCCAA within seven (7) business days if the Contractor is debarred, suspended, or proposed for debarment during the term of this contract.
- 8) Contractor shall comply with all federal and state laws, municipal ordinances, and regulations which in any manner affect the work or performance of this Contract, and shall at all times carefully observe and comply with all rules, ordinances, and regulations.

IV. SPECIAL CONDITIONS

- A. AGENCY reserves the right to assign work as seen fit in the best interest of the Weatherization Program. The AGENCY will make no guarantees of work or production and will issue work on an as needed basis. The

AGENCY will further reserve the right to terminate the working relationship with a contractor for reasons including, but not limited to, failure to provide proof of insurances and licenses, failure to perform work in a timely manner, and failure to perform work in the quality expected by the AGENCY.

- B. No work shall begin until the AGENCY issues a written Preliminary Award Notice Order to the CONTRACTOR. The Preliminary Award Notice will identify the property(ies) to be weatherized and will include a work order which gives a general description of work to be performed. The Preliminary Award Notice will be incorporated as part of this agreement.
- C. All work shall be completed in a professional manner acceptable to the AGENCY. All weatherization work must be completed in compliance with the Standard Work Specifications (SWS), JTA's, Community Services Policy Manual (CSPM), and Michigan Field Guide. All materials must be installed in accordance with the procedures outlined in the applicable documents referenced above.
- C. It will be the responsibility of the AGENCY to identify the work that will be performed on each house; it will be the responsibility of the CONTRACTOR to perform and /or re-check all measurements on windows and doors prior to ordering.
- D. All work is to be completed within thirty (30) days of the date of the Preliminary Award Notice. At the option of the AGENCY, this Contract may be canceled if the CONTRACTOR fails to complete the work within thirty (30) days. Extensions of time for completion of work may be permitted provided that written requests for extensions detailing the reasons, therefore, are received and accepted by the AGENCY prior to the expiration of the initial thirty (30) day period.
- E. Jobs will be bid, awarded, and contracted on a per-job basis or by bid bundle. Each job consists of measures identified by a certified auditor through a complete State of Michigan (SOM) approved weatherization audit. Bids are based on unit price lists provided to the AGENCY by each contractor when they apply for the Roster. The CONTRACTOR may adjust bids on a quarterly basis.
- F. Bids are compared by price. Generally, the job/bundle will go to the lowest bidder. However, the AGENCY may apply non-price criteria to determine whether the lowest bidder is eligible to receive that job or bundle at the time. If not, the job is awarded to the next-lowest bidder, and so on until all eligibility criteria are met. The AGENCY may use a rotation process of contractors but shall eliminate the most recently used contractor from the next bidding process for the next job. A contractor that has been awarded the most recent job shall not be considered for the next job being awarded.
 - 1. Work capacity: if the lowest bidder already has five (5) or more jobs currently in progress, the AGENCY may award the job to the next lowest bidder on the roster.
 - 2. Financial capacity: The AGENCY will not issue a contractor additional work beyond its financial capacity, until some outstanding work is completed, inspected and paid. If the lowest bidder has \$50,000 or more in outstanding work the AGENCY may award the job to the next lowest bidder on the Roster.
 - 3. When a contractor is preliminarily awarded a job, he/she has the right to refuse the work. However, the AGENCY assumes that the reason for refusal is that the CONTRACTOR does not have the capacity to complete the work within the required timeframe.
 - 4. If a contractor refuses one job, the AGENCY may assume that the CONTRACTOR does not have the capacity and may choose not to offer the next job to that contractor

- G. If a job does not pass post inspection, the contractor will be required to fix, repair, clean, or otherwise finish assigned work before payment to contractor for the job shall occur and new work issued. All Contractors are required to meet minimum standards as set by the AGENCY in regard to quality of materials purchased in order to weatherize a unit for the AGENCY. The AGENCY will utilize a contractor's evaluation process that will track post inspection deficiencies of weatherization contractors.
1. Inspection passage rate: The AGENCY may award jobs based on rate of passed inspections. The AGENCY will track each contractor's rate of passing final inspections of jobs completed over the preceding 3 month period.
 2. If a contractor's rate of passage falls below 90% for jobs completed for the preceding 3-month period, the AGENCY may award jobs to the next lowest bidder on the Roster.
- H. The CONTRACTOR shall:
1. Arrange a mutually convenient time with clients for evaluation and installation of all work to be performed, and CONTRACTOR shall adhere to said schedule.
 2. Use only materials that meet standards established for such material in Standard Work Specifications (SWS), as defined in Appendix A of 10 CFR 440 or as approved by DOE on a case by case basis.
 3. Keep the premises clean and orderly during the course of the work and remove debris at the completion of the work.
 4. Guarantee the work performed for a period of eighteen (18) months from the date of final acceptance of all the work required by the Contract. CONTRACTOR shall guarantee that all work shall be free from any defect in materials, manufacture, design or installation of any material provided and/or installed pursuant to this Contract for said period from the date said materials are provided or are installed, whichever is later. CONTRACTOR shall remedy such defects promptly upon notice by the client or the AGENCY, without charge. In the event of CONTRACTOR'S failure to remedy such defects promptly, the AGENCY may withhold payment to CONTRACTOR for any other weatherization work performed by CONTRACTOR pursuant to this Agreement. The AGENCY shall be entitled to return to CONTRACTOR without payment, all materials of a quality inferior to that agreed to by the AGENCY and CONTRACTOR.
 5. Permit the AGENCY or its designee to examine and inspect the premises where the weatherization work is being, or has been, performed.
 6. Repair all surfaces and work damaged by the CONTRACTOR resulting from work under this Contract at no additional cost to the AGENCY. "Repair" means the item is to be placed in equal or new condition either by patching or replacing. The finished work shall match adjacent work in design, dimension, texture and hue. Any repairs or corrective actions necessary shall be completed within five (5) days of notification.
 7. Procure, at his/her own expense, all necessary licensing and permits required by law to perform the work released to him/her under this Contract, and to arrange on CONTRACTOR'S own time and expense any other miscellaneous charges that might be necessary to perform the work called for. All work completed must comply with existing code.
 8. Be aware of and support the AGENCY Client Energy Education Program.

9. Utilize the AGENCY-approved blower door equipment (owned by CONTRACTOR or provided by AGENCY) to perform weatherization blower door tests as required by the AGENCY. CONTRACTOR will have working knowledge of how to set-up and effectively use a blower door (i.e. be able to perform calculations, understand Air Changes per Hour Theory, detect air leakage sites, etc). CONTRACTOR will accurately complete and submit Blower Door Test Data Sheets as required by the AGENCY.
 10. Conduct work on surfaces affected by lead-based paint as required by HUD 24 CFR Part 35, with workers who have had the appropriate level of training. Subcontractors must also have the appropriate level of training.
 11. Provide completed and signed Authorization for Criminal History Search and Background Check form, including Central Registry, on all employees working on agency jobs. The AGENCY reserves the right to prohibit employees deemed unsatisfactory as a result of background check findings from working on a residential job site. The CONTRACTOR will ensure that all of the required authorization forms are submitted to the AGENCY at the time of the Contract signing and immediately upon hiring and/or assigning a new owner or employee to any work related to this contract. The CONTRACTOR will notify the AGENCY immediately in writing of any new or additional owner or employee criminal felony convictions, criminal misdemeanor convictions, and/or pending felony charges.
- H. Additional Requirements of Suppliers and Installers of Insulation: In addition to other responsibilities of Contractor set forth herein, if CONTRACTOR is supplying or installing insulation pursuant to this Contract, it shall have the following additional responsibilities.
1. CONTRACTOR shall be responsible for measuring the attic area; including knee walls and slopes where needed. CONTRACTOR shall cut access space and insulate all access ways to install cellulose and/or fiberglass to specified density. The attic shall be ventilated in conformance with all applicable federal, state and local statutes, ordinances, codes and regulations.
 2. Upon completion of the installation of insulation, CONTRACTOR shall promptly complete and display in a location as directed by the AGENCY a *Certificate of Insulation*, completed and signed by CONTRACTOR. The *Certificate of Insulation* form shall be displayed by stapling it as directed or by other means in which the form will be, and can be, expected to remain easily visible. A copy of said *Certificate of Insulation* is attached hereto as Exhibit A.
- I. The CONTRACTOR agrees that all work will be performed himself or by his employees or his subcontractors, if any may be used. Minimum material and installation standards and specifications are identified within the DHHS-approved field guide and all work performed must conform to these standards.
- J. The CONTRACTOR shall, with respect to the AGENCY, be considered an independent contractor and, as such, shall be solely responsible for the performance, general direction, supervision and efficient business administration of the work and CONTRACTOR'S employees.
- K. Should any dispute arise in respect to the true construction or meaning on drawings of the specifications, or should any dispute arise in respect to the true value of the extra work or of the work omitted, or of improper workmanship, or of any losses sustained by the Owner or AGENCY, and if the manner of its estimation is not herein otherwise provided for the same shall be determined as follows: The OCCAA Program Director shall hear the dispute and recommend terms for settlement. If the terms of the recommended settlement are not satisfactory to both AGENCY and CONTRACTOR, then the dispute shall go for settlement to an arbitration panel. The arbitration panel shall be composed of three persons: one representative appointed by the OCCAA Program Director, one representative appointed by the CONTRACTOR, and a third appointed by the first two representatives. The decision of the arbitration panel shall be final.

If a service provider's contract has been suspended, terminated or is not renewed, or if the contract contained an option to renew, or if an administrative action has been taken that limits or imposes requirements on the contractor, the contractor shall have a right to an appeal under the Complaint/Appeals Policy attached to this contract (Exhibit D).

L. Training

The CONTRACTOR and his employees shall be familiar with the DHHS-approved Technical Weatherization Policies and shall participate in training as required by the AGENCY and/or DHHS. The CONTRACTOR warrants that he is familiar with HUD 24 CFR Part 35 and agrees to obtain training for him/herself and his/her employees for required certifications at no extra cost to the AGENCY. The required trainings include Indoor Air Quality, MIOSHA, as well as Lead Safe Work Practices and/or Lead Renovation Repair and Painting as specified in the CSPM. In addition, all Weatherization workers are to be familiar with the NREL JTA's and must provide proof of all applicable trainings to the Agency.

In accordance with Ottawa County policy, the AGENCY shall reimburse all costs associated with the described training at the completion of training upon submission of documentation supporting the requested reimbursement. The AGENCY will also pay a daily stipend upon completion of the training of \$300.00 per day per person. See attached Training and Technical Assistance Retention Agreement

M. Reports and Documents

CONTRACTOR shall complete and return all reports and documents to the AGENCY prepared by CONTRACTOR in a timely manner for each job completed.

N. CONTRACTOR will provide the AGENCY with current cellular phone number and email address and agrees to be contacted by cellular phone number and/or email address during normal business hours.

V. PAYMENT

- A. The AGENCY will pay CONTRACTOR for performance of this Contract in the amount(s) set forth in Exhibit B (contractor price list). Cost reimbursement for work performed that is not specifically defined in the CONTRACTOR'S price list shall be negotiated on an as needed basis.
- B. All CONTRACTOR'S invoices are required to contain a job number and labor/material costs for each job, supporting the work order with itemized measures and prices, including the change order, if applicable. Along with the invoice CONTRACTOR submits other documentation as required, ie: certificate of insulation, etc.
- C. No payment shall be made until after final inspection and approval of the work by the AGENCY. Acceptance of faulty work or failure to discover defects will not relieve CONTRACTOR of responsibility as set forth herein. CONTRACTOR shall undertake any corrective measures (for work not completed or not up to DHS standards) that may be deemed necessary by the AGENCY. CONTRACTOR will proceed to complete such corrective measures within five (5) days of notification at CONTRACTOR's expense.
- D. Additional work required following post-inspection of the job shall be completed within five (5) days of notification.

PAYMENT PROCESS:

CONTRACTOR shall submit an invoice and the Preliminary Award Notice (Exhibit C) upon completing all work of this Contract. The invoice shall be **signed** and shall include the following:

Contractor's Name, Address and Phone Number
Invoice Number
Invoice Date
Client's Job Number
Client's Name and Address
Labor & Material Costs

The invoice shall be billed to:

Weatherization Department
Ottawa County Community Action Agency
12251 James Street, Ste 300
Holland, MI 49424

The weatherization contractor shall return the job file when work is completed. Post inspection will be scheduled and, upon approval of all work and receipt of necessary invoices, payment will be made within thirty (30) days.

VI. INSURANCE

The following insurances **MUST** be carried by CONTRACTOR and jobs will not be assigned to CONTRACTORS until all insurance requirements are in place and proof is provided to the agency.

1. CONTRACTOR shall carry or require that there be carried minimum \$1,000,000 Worker's Compensation Insurance for all its employees and those of its subcontractors engaged in work at the site in accordance with the State of Michigan Worker's Compensation Laws.
2. CONTRACTOR shall carry Manufacturer's and Contractor's Public Liability Insurance which shall include coverage for acts of independent contractors and subcontractors. Such policy shall include the minimum coverage of \$500,000 for each occurrence of bodily injury and \$500,000 each occurrence for property damage.
3. CONTRACTOR shall carry COMMERCIAL GENERAL LIABILITY Insurance in the following amounts:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000

There shall be no Products/Completed Operations or Contractual Liability exclusions. The General Aggregate limit shall apply separately per location or project. The County of Ottawa is to be named as an additional insured on a primary and non-contributory basis, and this additional insured status shall NOT terminate upon completion of the project/work.

4. The CONTRACTOR shall carry AUTOMOBILE insurance as follows:

Residual Liability	\$1,000,000 each accident, combined single limit
Personal Injury Protection	Statutory
Property Protection	Statutory

This coverage shall protect the AGENCY and Ottawa County, its employees, agents, representatives, and subcontractors against claims arising out of the work performed or products provided. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. CONTRACTOR shall provide, at the time that the contracts are returned by him/her for execution, a Certificate of Insurances as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies or all policies mentioned above shall be furnished if requested.

5. If any of the above coverages expire during the term of this contract, CONTRACTOR shall deliver renewal certificates and endorsements to the Ottawa County at least ten (10) days prior to the expiration date.

VII. LICENSE/CERTIFICATIONS

A. Provision of Licenses

CONTRACTOR will furnish to the AGENCY a copy of its Residential Builders License, or Maintenance and Alteration Contractor's License issued by the State of Michigan prior to the signing of this Contract.

B. Lead Safe Regulations Compliance and Provision of Certificates including the EPA's Lead Renovations, Repair and Painting rule.

CONTRACTOR agrees to comply with lead-based paint regulations and will furnish to the AGENCY a copy of each crew members' certificates of Lead Safe Work Practice training and/or the EPA's LRRP as mentioned above. CONTRACTOR will furnish such certificates for any new crew members that work on weatherization jobs during the Contract term.

VIII. OTHER REQUIREMENTS

A. Access to DHS-Approved Field Guide

CONTRACTOR hereby acknowledges that it has access to and a working knowledge of the DHHS-approved Field Guide. In addition, CONTRACTOR hereby agrees to comply with all the specifications, requirements, terms and rules contained in that document.

B. Temporary Suspension of Contractor (Force Majeure)

1. If, at any time during the period covered by this Contract, the desired program as set forth in the proposal, in the opinion of the AGENCY, cannot be continued in such a manner as to adequately fulfill the intent of the statute or regulations, due to an act of God, strike, or other disaster, the AGENCY may, in its discretion, upon two (2) days written notice to CONTRACTOR, suspend the Contract indefinitely, until the interference due to the above mentioned act of God, disaster, or other danger has passed, at which time, upon two (2) days written notice being received and concurred in by the AGENCY at its discretion, the Contract shall be reinstated and thereafter remain in effect until the program period stated in terms of actual duration of days has been fulfilled.
2. During the term of suspension, the AGENCY and CONTRACTOR shall retain and hold available any and all funds approved for application to the Contract and shall not, during this period, otherwise expend or apply them, the funds to be held in readiness for the immediate reinstatement of this Contract.

C. Termination or Suspension (For Cause)

1. If through any cause CONTRACTOR shall fail to fulfill in a timely manner and proper manner its obligations under this Contract, or in the event of violation of any of the covenants contained herein, the AGENCY shall thereupon have the right to terminate or suspend this Contract by giving a written notice in the form of a certified letter to CONTRACTOR specifying the rationale for the decision and effective date of termination or suspension. In such event all records, unused monies, and such amounts as may have been expended contrary to the terms of this Contract shall be turned over to the AGENCY.
2. Notwithstanding the above, CONTRACTOR shall not be relieved of liability to the AGENCY for damages sustained by the AGENCY by virtue of any breach of this Contract by CONTRACTOR, and the AGENCY may withhold any payments hereunder until such time as the exact amount of reimbursement due the AGENCY from CONTRACTOR is determined.

D. Termination (For Convenience)

The AGENCY or CONTRACTOR may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination.

E. DAMAGES

The AGENCY may deduct from the contractor invoices:

An amount of \$50.00 for each failed inspection. If the work fails again at re-inspection, the AGENCY reserves the right to call on another contractor to correct the defects, and not pay the original CONTRACTOR for the measures that did not pass inspection.

An amount of \$40.00 per business day that the work is not completed by the deadline specified, unless it is for reasons beyond the contractor's control (e.g., client non-responsiveness or non-cooperation). CONTRACTOR must notify the AGENCY in advance of any conditions preventing timely completion of work.

F. Amendments

This written Contract, including the attached exhibits, constitute the entire and complete agreement between the CONTRACTOR and the AGENCY, and each warrants that there are no additional understandings or agreements, oral or otherwise, between the parties. This Contract supersedes any prior discussions, negotiations, agreements, oral or otherwise, between the parties. This Contract may only be modified or amended by a written request or amended proposal approved and signed by the Agency.

G. Ottawa County Community Action Agency: HELD HARMLESS

It is specifically agreed by and between the parties that the CONTRACTOR, in the performance of its duties shall indemnify, defend, and hold harmless the Agency, Ottawa County, its departments, agencies, Boards, officers, employees and agents from and against all losses, liabilities, penalties, fines, damages, and claims and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalty,) resulting from or related to (1) the acts or omissions of CONTRACTOR or its subcontractors, officers, directors, employees, agents, or (2) resulting directly or indirectly from the work service or materials provided under this Contract; or 3) any failure to perform the CONTRACTOR'S obligations under this Contract. In the event that any tortuous conduct on the part of CONTRACTOR arises, CONTRACTOR shall indemnify and hold harmless Ottawa

County, the AGENCY and their employees, officers or agents, pursuant to this Contract. With respect to any action on the part of CONTRACTOR which may give rise to a course of action in any court of law, or before any administrative body with the power and ability to assess damages and/or fault, CONTRACTOR shall maintain insurance to sufficiently cover any and all damages. Said insurance shall provide that Ottawa County and the AGENCY is fully protected from any liability which may be caused by the wrongful acts of CONTRACTOR. This indemnification obligation is not limited by the insurance obligations contained in this Contract.

The CONTRACTOR'S liability under this Contract shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination.

In addition, CONTRACTOR shall indemnify such parties for any funds disbursed by the County or the AGENCY to CONTRACTOR which were wrongfully appropriated and utilized by CONTRACTOR or which were paid to CONTRACTOR based upon false or misleading representations or information.

H. Assignment and Transfer of Contract

The AGENCY may also assign and transfer this Contract when required. If CONTRACTOR is unable or unwilling to comply with such additional conditions as may be lawfully applied, CONTRACTOR shall terminate the Contract by giving reasonable ten (10) day written notice to the AGENCY, signifying the effective date thereof. In such event, the AGENCY may require CONTRACTOR to ensure that adequate arrangements have been made for the transfer of the contracted work to the AGENCY. In the event of any termination, all the AGENCY's property and finished or unfinished documents and reports prepared by CONTRACTOR under this Contract shall be returned to the AGENCY.

CONTRACTOR is prohibited from assigning or subcontracting any of the work described in the Statement of Work without the prior written consent of the Agency. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, executors, administrators, assignees and successors.

I. EEOC and Civil Rights Act Compliance

CONTRACTOR covenants and agrees with the AGENCY that this Contract shall be performed, executed and implemented in accordance with the requirements of Executive Order No. 12246 of September 24, 1965, and as amended by Executive Order No. 13375 of October, 1967, the regulations promulgated pursuant thereto by the Equal Employment Opportunity Commission of the Department of Labor, and the provisions of Title VI or Title VII of the Civil Rights Act of 1964. Pursuant hereto CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, sex or national origin, and shall take such affirmative action as may be required to comply with such laws, rules, or regulations.

J. Unfair Labor Practices

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, *et seq.*, CONTRACTOR warrants that its name does not appear in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. The AGENCY shall not award a contract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act.

K. Entire Agreement

This Contract, including the attached exhibits, when signed by the AGENCY and CONTRACTOR, constitutes the full and complete understanding of all parties and may not be in any manner interpreted or fulfilled in contradiction of its expressed terms as provided herein

It is contemplated that this Contract will be executed in multiple counterparts, all of which together shall be deemed to be one contract. All prior oral and written understandings and agreements are specifically merged herein.

L. Notices

Unless otherwise provided, all notices and all other documents to be served or transmitted hereunder shall be in writing and addressed to the respective parties hereto at the addresses stated on the cover page of this Contract or such other address or addresses as shall be specified by the parties hereto from time to time and may, unless otherwise provided for in this Contract, be served or transmitted in person or by first-class mail properly addressed with sufficient postage.

M. Choice of Forum

This Contract has been executed in the State of Michigan and shall be governed by Michigan Law.

N. Waiver

The waiver of any party hereto of a breach or violation of any provision of this Contract shall not be a waiver of any subsequent breach of the same or any other provision of this Contract. If any section or provision of this Contract is unenforceable for any reasons, the unenforceability thereof shall not impair the remainder of the Contract, which shall remain in force and effect.

O. Captions

The captions in this Contract are for convenience only and shall not be considered as part of this Contract or in any what to amplify or modify the terms and provision hereof. All attachments are incorporated herein by reference as through full stated herein.

P. Explanation of Terms

The term days as used in this Contract shall mean calendar days unless the term business days are used.

Q. Signatures

The signatories warrant that all statements contained within this Contract, including any attachments, are complete and accurate. In addition, the signatories warrant that they are empowered to enter into this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in one (1) original copy on the day and year first above written.

FOR THE CONTRACTOR

By: [Signature] 8-24-23
Date

[Signature] 8/24/23
Witness Date

By: _____
Date

Witness Date

**OTTAWA COUNTY, for and on behalf of
Ottawa County Community Action Agency**

Joe Moss, Chair Date
Board of Commissioners

Witness Date

Justin Roebuck, Clerk/Register Date

Witness Date

CERTIFICATE OF INSULATION

ADDRESS OF RESIDENCE: _____

NAME OF INSTALLER: _____

ADDRESS: _____

INSULATION TYPE: _____

MANUFACTURER: _____ BATCH NO. _____

NUMBER OF BAGS AND/OR FEET: _____

<u>LOCATION OF EACH SPACE INSULATED</u>	<u>SQUARE FEET</u>	<u>NO. BAGS/FEET INSTALLED</u>	<u>R-VALUE INSTALLED</u>

COMPLETION DATE: _____

I HEREBY CERTIFY THAT THE INSTALLATION WAS CARRIED OUT IN CONFORMANCE TO ALL APPLICABLE STANDARD PRACTICES, CODES, AND REGULATIONS.

SIGNATURE OF AUTHORIZED OFFICIAL

DATE

- COPY TO:
- a) Householder
 - b) Affixed to house at or near electrical panel, along with copy of R-value from label
 - c) OCCAA Weatherization Program

**OTTAWA COUNTY COMMUNITY ACTION AGENCY
WEATHERIZATION CONTRACTOR PRICE LIST**

Contractor & Submission Date: ALAN McEabe - 7-13-2023

Indicate the Cost for **Providing** and **Installing** Each Item

All items used must meet or exceed the material specifications and installation standards identified in the State of Michigan Technical Weatherization Policies (TWP) as well the Customer Service Policy Manual (CSPM) the Standard Work Specifications (SWS) and NREL Job Task Analysis (JTA's)

Site Built Home: Measures and Descriptions

Item	Additional Weatherization Measures	Unit	Labor \$	Material \$	Total \$	
	Hourly Weatherization Rate	HR	85.00		85.00	General Labor
	Attic Insulation	Unit	Labor \$	Material \$	Total \$	
1	Blown Cellulose - R-11 (Includes CB attic)	SQFT	.80	.80	1.60	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
	Blown FG R-11 (Includes CB attic)	SQFT	.97	.97	1.94	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
	FG Batts - R-11 (Includes CB attic)	SQFT	.90	.90	1.80	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
	Cellulose Dense pack R-11	SQFT	1.03	1.03	2.06	Solid Barrier & Air sealing @ top and bottom of RR
2	Blown Cellulose - R-19 (Includes CB attic)	SQFT	.95	.95	1.90	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
	Blown FG R-19 (Includes CB attic)	SQFT	1.39	1.39	2.78	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
	Fiberglass Batts - R-19 (Includes CB attic)	SQFT	1.25	1.25	2.50	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
	Cellulose Dense pack R-19	SQFT	1.30	1.30	2.60	R-13 Solid Barrier & Air sealing @ top and bottom of RR
3	Blown Cellulose R-30 (includes CB attic)	SQFT	1.15	1.15	2.30	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification

	Blown FG R-30 (Includes CB attic)	SQFT	1.22	1.23	2.45	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
4	Blown Cellulose - R-38 (Includes CB attic)	SQFT	1.13	1.13	2.26	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
	Blown FG R-38 (Includes CB attic)	SQFT	1.35	1.35	2.70	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
5	Blown Cellulose - R-49 (Includes CB attic)	SQFT	1.45	1.46	2.91	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
	Blown FG R-49 (Includes CB attic)	SQFT	1.68	1.68	3.36	All attic prep, ventilation measures, air sealing measures, damming & markers. Blower door verification
Sillbox. Foundation, Floor Insulation						
	Sill Insulation - 1" Foam board	SQFT	2.84	2.85	5.69	Foam Seal insert Edges
	Sill Insulation - 2" Spray Foam	SQFT	5.69	5.69	11.38	
8	Fn'd Wall Insulation -Rigid Foam Board R-12	SQFT	2.05	2.05	4.10	
9	Floor Insulation - FG R-11	SQFT	1.10	1.10	2.20	Includes any necessary mesh or supports
	Floor Insulation - Spray Foam -R-11	SQFT	2.84	2.85	5.69	
10	Floor Insulation - FG R-19	SQFT	1.25	1.25	2.50	Includes any necessary mesh or supports
Exterior Wall Insulation						
13	Blown Cellulose - 2x4 Filled	SQFT	.97	.97	1.94	
	Blown Fiberglass - 2x4 Filled	SQFT	1.06	1.07	2.13	
	Fiberglass Batts 2x4 Filled: open wall	SQFT	.95	.95	1.90	
	Blown Cellulose - 2x4 Filled - Interior or Masonry Wall	SQFT	1.59	1.59	3.18	
	Blown FG - 2x4 Filled - Interior or Masonry Wall	SQFT	1.69	1.69	3.38	
Kneewall Insulation						
14	Kneewall Insulation - FG Batts - R-13	SQFT	1.03	1.03	2.06	Include Bypass Below KW and Air Barrier (ex Tyvek)
	Kneewall Insulation - Spray Foam - R-14	SQFT	2.84	2.85	5.69	Include Bypass Below KW & any necessary flame retardation
	Knee Wall - Air Barrier Skin	SQFT	.45	.45	.90	ex. Tyvek
Duct/Pipe Insulation & Miscellaneous						
15	Duct Insulation	SQFT	2.15	2.15	4.30	R-8 minimum
	Pipe Insulation (w/in thermal boundary)	LF	2.25	2.25	4.50	R-3.5 minimum
	DHW Pressure Relief Drop Leg	EA	13.00	13.00	26.00	Mechanically Attached (ex. Threaded) & to within 6" of floor
	Magnetic Furnace Filter Slot Cover	EA	22.00	25.00	47.00	

	Programmable Thermostat	EA	72.50	72.50	145.00	
	Grill - 10"X20" in Door (one side)	EA	31.50	31.50	63.00	
	Windows/Storms	Unit	Labor \$	Material \$	Total \$	
16	Windows Sealing	EA	26.00	26.00	52.00	caulking & air sealing
17	Window - Plastic Storm	UI	1.39	1.39	2.78	
	Window - Glass Storm	UI	1.22	1.22	2.44	
18	Window Replacement	UI	1.46	1.46	2.92	self storing
19	Window Replacement - Vinyl, Double Pane, Low E	UI	2.36	2.36	4.72	Installation, trim, and all finish details
	Window - Standard Bsm't Storm	EA	90.00	90.00	180.00	
	Window - Non-standard Bsm't Storm	EA	105.00	105.00	210.00	
	Window - Sash Lock	EA	9.00	9.00	18.00	
	Window - Pulley Cover	EA	8.00	8.00	16.00	
	Window - Basement Window Close-out	EA	70.00	70.00	140.00	Pressure Treated Wood Frame & Panel, Caulk, Insulation, & 100% air seal
	Compact Fluorescent Light Bulbs (CFL)					
35	5 Watt Lighting	EA	4.50	4.50	9.00	
	7 Watt Lighting	EA	4.50	4.50	9.00	
	9 Watt Lighting	EA	4.50	4.50	9.00	
	13 Watt Lighting	EA	4.50	4.50	9.00	
	18 Watt Lighting	EA	6.50	6.50	13.00	
	25 Watt Lighting	EA	6.50	6.50	13.00	
	26 Watt Lighting	EA	6.50	6.50	13.00	
	38 Watt Lighting	EA	9.50	9.50	19.00	
	11 Watt Flood Lighting	EA	7.50	7.50	15.00	
	15 Watt Flood Lighting	EA	7.50	7.50	15.00	
	18 Watt Flood Lighting	EA	9.00	9.00	18.00	
	Per Fixture Installation Fee	EA	7.00	-	7.00	One fee per fixture regardless of the number of bulbs installed
	Health and Safety	Unit	Labor \$	Material \$	Total \$	
	Smoke Detector	EA	20.00	20.00	40.00	UL Listed, Alkaline (or better) Battery Powered
	Carbon Monoxide Alarm	EA	45.00	45.00	90.00	
	Battery - 9V Alkaline	EA	5.50	5.50	11.00	Includes installation
	Dryer Vent - Hood Only	EA	16.00	16.00	32.00	Plastic Hood, All Edges Caulked

Dryer Vent - Duct Only	LF	4.50	4.50	9.00	Aluminum, Sheet Metal, or UL Approved Aluminum Flex Duct
Dryer Vent - Full Kit	EA	36.00	36.00	72.00	8' Duct, Elbows, Attachments, Hangers, Hood,
Fan Bath: Exhaust Existing Fan	EA	75.00	75.00	150.00	Gabel or Roof Exit, Dampened Hood, Insulated Duct, All Connections & Fasteners
Fan Bath: Replace Existing Fan	EA	295.00	295.00	590.00	1 sone, Collar Plate (if needed), 70 CFM intermittent & 10 CFM continuous
Fan Kitchen: Exhaust Existing Fan	EA	85.00	85.00	170.00	Dampened Hood, Duct, Connections & Fasteners, 120 cfm capable
Fan Kitchen: Replace Existing	EA	270.00	270.00	540.00	2 sone, Capable of 120 CFM intermittent, All Connections & Attachments
Fan Kitchen: Replace Existing Motor	EA	180.00	180.00	360.00	2 sone, Capable of 150 CFM intermittent
Major Bypass Doors					
Door - Exterior - Metal	EA	265.00	265.00	530.00	Pre-hung, Peep Viewer, Casing Interior & Exterior, & Lock Set
Door Interior - Hollow Core	EA	187.50	187.50	375.00	Pre-hung, Casing (both sides), & Lock Set
Door - Vinyl Sliding Glass	EA	770.00	770.00	1540.00	Fully trimmed inside/outside
Door: Adjust/Repair Existing Door	EA	70.00	70.00	140.00	Adjust lock set/strike plate & secure hinges
Door - Weather-Strip	SET	35.00	35.00	70.00	Metal Flange & Flex Strip
Door - Sweep	EA	17.50	17.50	35.00	
Door - Bump Threshold	EA	40.00	40.00	80.00	
Door - Shoe/Stop	SET	40.00	40.00	80.00	
Door - Threshold Replacement	EA	55.00	55.00	110.00	
Door: Lock Set	EA	37.50	37.50	75.00	
Storm Door - Remove & Re-install	EA	70.00	70.00	140.00	
Storm Door - Replace Closure	EA	25.00	25.00	50.00	
Storm Door - Replace Handle & Latch or Wind Chain	EA	35.00	35.00	70.00	
Major Bypass/Infiltration - Miscellaneous Air Sealing					
Caulk	LF	.48	.48	.96	
Flue Collar	EA	27.50	27.50	55.00	Non-combustible material & high temp caulk
Outlet & Switch Plate Gasket	EA	4.50	4.50	9.00	

Foam Bypass < 9" sq.	EA	9.00	9.00	18.00	
Patch Holes - Wall/Ceiling < 3/4" diameter	EA	4.50	4.50	9.00	
Drywall Repair - Wall	SQFT	2.35	2.35	4.70	Drywall, Tape, 2-Coat Mud, Sanding, & Paint-Ready finish
Drywall Repair - Ceiling	SQFT	2.60	2.60	5.20	Drywall, Tape, 2-Coat Mud, Sanding, & Paint-Ready finish
Interior Trim	LF	2.65	2.65	5.30	Include Any Necessary Prime Painting
Fireplace - Removable Close-out	EA	80.00	80.00	160.00	
Fireplace - Flue Balloon	EA	57.50	57.50	115.00	
Fireplace - Chimney Spring Loaded Cap	EA	190.00	190.00	380.00	Stainless Steel cord to fire box
2-part Spray Foam for Air Sealing	SQFT	2.84	2.85	5.69	R-7, 1" Thickness ("Flash Coat")
Whole-house Fan Treatment	EA	70.00	70.00	140.00	Fabrication in attic space: Design, Frame, Insulate, & 100% air seal
Whole-house Fan Vinyl Interior Cover	EA	45.00	45.00	90.00	
Access Panel/Door - Crawlspace	EA	70.00	70.00	140.00	Create Opening, 2X8 Frame & 3/4" Panel (Treated), 4 Zinc Barrel bolts, 100% air seal, & Insulation
Access Panel - Ceiling	EA	70.00	70.00	140.00	Create Opening, Jamb Ext- 5/8" (minimum) Wood & 2" above insulation level, Interior trim per customer, 3/4" CDX Close-out Panel, Insulation,
Access: Pull-down Stair Treatment	EA	125.00	125.00	250.00	Design, Fabricate, 100% Air Sealing
Access Panel/Door - Kneewall	EA	70.00	70.00	140.00	Create Opening, Jamb & Threshold, Interior Trim, Hinges, Insulation, 2 Latching Hardware, 100% air seal
Access: Attic Walk-in Door Treatment	EA	70.00	70.00	140.00	Insulation & 100% air sealing
Additional Attic Insulation / Ventilation	Unit	Labor \$	Material \$	Total \$	
Remove Existing Insulation	SQFT	1.10	1.10	2.20	
Recessed Light Cover	EA	35.00	35.00	70.00	
Roof Vent < 60 SQIN/NFA	EA	40.00	40.00	80.00	
Gable Vent < 12"x18" 12x2	EA	37.50	37.50	75.00	
Gable Vent > 12"x18"	EA	45.00	45.00	90.00	
Gable Vent - Rescreen w/ Hardware Cloth	EA	45.00	45.00	90.00	
Soffit Vent	EA	18.00	18.00	36.00	All Types Including Baffle, Cutting Hole, & Vent Cover
Roof Ridge Vent	LF	22.50	22.50	45.00	
Additional Foundation Insulation / Ventilation					
6 Mil Polyethylene Ground Cover	SQFT	.55	.55	1.10	6" up Wall, 12" Overlap, Tape All Seams, Adhered to Side Walls, Held down w/ solid material
Foundation Vent - Replace Existing	EA	70.00	70.00	140.00	

Fn'd Vent - New Opening & Installation	EA	120.00	120.00	240.00
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Manufactured Home: Measures and Descriptions

Item	Major Bypass/Infiltration	Unit	Labor \$	Material \$	Total \$	
1	Replacement Door - Combo	EA	422.50	422.50	845.00	Include all trim
2	Replacement Door - Basic (No Storm)	EA	260.00	260.00	520.00	Include all trim
3	Storm Door	EA	230.00	230.00	460.00	
4	DHW Exterior Closet Door Replacement	EA	137.50	137.50	275.00	
5	DHW Interior Closet Fabricate Close-out Door	EA	140.00	140.00	280.00	
6	DHW Closet Floor Replacement	EA	120.00	120.00	240.00	
7	Window: Replacement Crank Handle	EA	17.50	17.50	35.00	
Wall Insulation						
8	Wall Insulation - Faced Batt - R-13	SQFT	1.10	1.10	2.20	Includes All Setup & Prep
9	Wall Insulation - Blown Cellulose (Per Bag)	EA	106.00	106.00	212.00	Includes All Setup & Prep
10	Wall Insulation - Blown Fiberglass (Per Bag)	EA	112.00	112.00	224.00	Includes All Setup & Prep
Foundation/Roof-Attic Insulation						
11	Belly Repair - Complex	SQFT	2.66	2.66	5.32	Fabric, FG R-19, 100% air seal
12	Belly Repair - Simple	SQFT	1.20	1.20	2.40	Peel-N-Stick Fabric repair
13	Floor Insulation - Blown Cellulose - (Per Bag)	EA	109.00	109.00	218.00	Includes All Setup & Prep
14	Floor Insulation - Blown Fiberglass (Per Bag)	EA	116.00	116.00	232.00	Includes All Setup & Prep
15	Roof Insulation - Blown Cellulose (Per Bg)	EA	111.00	111.00	222.00	Includes All Setup & Prep
16	Roof Insulation - Blown Fiberglass (Per Bg)	EA	118.00	118.00	235.00	Includes All Setup & Prep
Duct Seal - Repair & Replacement						
17	Air Seal Ends of Trunk Line	EA	19.50	19.50	39.00	
18	Register Cover	EA	14.00	14.00	28.00	
19	Register Seal w/ Mastic	EA	14.00	14.00	28.00	Butyl Tape or Self-adhesive Mesh, Mastic, Debris removal, Pep boot for adhesive, Note: Foil tape will NOT be accepted
Windows/Storms						
20	Window: Replacement	UI	2.48	2.48	4.96	Self-storing
21	Window: Plastic Storm	UI	1.55	1.55	3.10	
22	Window: Glass Storm	UI	1.30	1.30	2.60	
23	Window Sealing	EA	22.00	22.00	44.00	Caulking & Air Sealing

Miscellaneous					
24	Electric Heat Tape	LF	3.35	3.35	6.70
25	Storm Clips	EA	4.25	4.25	8.50
26	Drip Cap Door/Window	EA	23.00	23.00	46.00
27	Blower door search and seal air infiltration	EA			225.00
28	Hourly labor	EA			85.00

Note: Other materials may be substituted on a case by case basis with the Grantee's prior approval. All Weatherization measures not specified on the price list will be negotiated with the contractor on a job by job basis (e.g., time and materials) or prices will be requested through a supplemental bid. Ottawa County CAA reserves the right to delete any such measure if the price is deemed to be inappropriate.

Contractor Signature:



Date:

7-13-2023

State of Michigan Weatherization Assistance Program (WAP)

Ottawa County Community Action Agency

PRELIMINARY AWARD NOTICE-CONTRACTOR ACCEPT/DECLINE

PRELIMINARY AWARD NOTICE DATE: _____

CONTRACTOR NAME: _____

JOB NUMBER: _____ CLIENT NAME: _____

CLIENT ADDRESS: _____

CONTRACTOR JOB OFFER RESPONSE (CHECK APPROPRIATE BOX)

ACCEPT

DECLINE

CONTRACTOR NAME (PRINT): _____

CONTRACTOR SIGNATURE:

DATE: _____

***Ottawa County Community Action Agency
Weatherization Complaint Policy***

Complaint within 18 months from final inspection of work on the home:

Ottawa County Community Action Agency will review each complaint that has been submitted in writing.

Ottawa County Community Action Agency will respond to each complaint individually within 10 business days.

The agency will arrange for a contractor to return to provide additional service which addresses the complaint within 30 days if it is determined that Ottawa County Community Action Agency and/or its representative was responsible or was negligent.

Complaint received after 18 months from final inspection has expired:

After 18 months has expired, the homeowner is responsible for any and all repairs on the home, regardless of whether Ottawa County Community Action Agency or its representative installed such measures for the Weatherization Program or they were installed by the homeowner or prior owner.

I have received a copy of the Weatherization Complaint Policy of Ottawa County Community Action Agency. I have read and understand the information presented. If I do not agree with the outcome of the complaint process, I will follow the grievance policy of the organization.

Signed _____ Date _____

Action Request

Electronic Submission – Contract # 2001



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 9/5/2023

Vendor/3rd Party: CANTEEN SERVICES

Requesting Department: SHERIFFS DEPARTMENT

Submitted By: KRISTI HANSON

Agenda Item: INMATE MEAL SERVICE AGREEMENT

Suggested Motion:

TO APPROVE AND FORWARD TO THE BOARD OF COMMISSIONERS THE CANTEEN SERVICES CONTRACT.

Summary of Request:

CANTEEN SERVICES WENT THROUGH RFP PROCESS AND IS THE CONTRACT WINNER. CONTRACT IS CURRENTLY MONTH TO MONTH UNTIL WE GET THE NEW AGREEMENT IN PLACE.

Financial Information:

Total Cost: \$397,000.00

General Fund Cost: \$397,000.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

Goal 4: To Continually Improve the County's Organization and Services.

Administration:

Recommended by County Administrator:

8/11/2023 12:15:24 PM

Committee/Governing/Advisory Board Approval Date: 9/5/2023



Ottawa County

**OTTAWA COUNTY
CONTRACT FOR FOOD SERVICE AT OTTAWA COUNTY JAIL**

This CONTRACT is made and shall hereby commence when signed by both parties, by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and Canteen Service, Inc. (hereinafter, "Contractor"), with a principal place of business at 353 S. Michigan Ave., Coldwater, MI 49036.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Scope of Work:** Contractor agrees to provide the "Services" which as detailed in Exhibit A – RFP 23-19 Food Service Management Company. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
2. **Compensation:** In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit B – Canteen Services Corrections Response to RFP 23-19 Food Service Management Company for the Ottawa County Jail and Exhibit C – Canteen Proposed Officer Meals. Payment to the Contractor for services will be under the County's terms of Net 30.
3. **Contract Documents:** The following documents are the entire Contract between the Contractor and the County. The Contract includes the following documents listed below, which are incorporated herein by reference and are deemed to be part of this Contract as if set forth in full:
 - a) This Contract (including attached Exhibits A, B, C, D, E and F)
 - b) All Provisions required by law to be inserted in this contract whether actually inserted or not.
4. **Performance**
 - a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit's A, B, C and D and as detailed in Section 5. Contractor Responsibilities.
 - b) Failure to complete services as required shall constitute breach of this Contract.
 - c) Contractor shall have five (5) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.

5. Contractor Responsibilities:
- a) Pursuant to the provisions of this Agreement, Contractor will operate and manage its Services to timely provide necessary, nutritious meals and maintain high standards of quality, sanitation, and cleanliness, meeting all current standards as established by the American Correction Association, Food and Nutritional Board of the National Academy of Science as prescribed for inmates, and all federal, state and local laws, regulations and ordinances as well as dietary standards established by the parties.
 - b) Contractor agrees to pay all federal, state, and local taxes which may be assessed against Contractor's equipment or merchandise while in or upon the Premises, as well as all federal, state, and local truces assessed in connection with the operation of its Services upon the Premises. Contractor also agrees to comply with all federal, state, and local laws and regulations governing the preparation, handling, storage preparations and serving of foods, and to procure and keep in effect all the necessary licenses, permits, and food handler's cards required by law, and to post such permits within the catering areas in a prominent place as required by law. All costs in connection with such taxes (excluding County real estate and personal property truces), licenses, permits, and food handler's cards, shall be paid by Contractor. Contractor agrees to comply with applicable federal, state, and local laws and regulations pertaining to wages and hours of employment.
 - c) Contractor shall hire all employees necessary for the performance of this Agreement and to appoint an on-site management liaison (Kitchen Supervisor) to work with the County's liaison to address issues of contract compliance and mutual concern. If possible, employees will be hired from the Ottawa County area with first consideration being given to recommended present employees. Upon being hired, such employees shall be subject to such health examination as proper city, state, or federal authorities may require in connection with their employment. All persons employed by Contractor will be the employees of Contractor, and not of the County, and will be covered by a fidelity bond. Contractor agrees that no employees of the County will be hired by Contractor without permission of the County for a period of six (6) months after the termination of their employment with the County. Contractor, in performing work required by this Agreement, shall not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, age, height, weight, handicap, sexual orientation, disability, or marital status in violation of federal, state, or local law, unless such requirement is necessary for security reasons.
 - d) The County reserves the right to investigate any current or prospective Contractor employee assigned to the Jail or Juvenile Facility and to require the Contractor to remove from or prohibit assignment of any employee to either or both facilities in the County's sole discretion. Contractor shall train its employees to alert it should the employee become aware that a person in their family or with whom they have a personal relationship, has become a Facility

inmate or resident and Contractor shall promptly advise the County (no later than 30 days upon knowledge) in writing of the existence of such as relationship. Any sexual or romantic relationship between Contractor's employee and an inmate or resident is strictly prohibited and Contractor shall promptly advise the County (no later than 30 days upon knowledge) in writing if such a relationship develops.

- e) Contractor shall perform all necessary spot mopping of the floors in the storage and food service preparation areas. Contractor agrees to maintain conditions of sanitation and cleanliness. Contractor further agrees that Contractor's facilities and services, as well as the food prepared by Contractor, shall at all times be subject to inspection by an authorized, capable person or persons designated by the County. See Exhibit D, for detailed cleaning responsibilities. Ottawa County Jail shall furnish adequate inmate workers to cook food and do necessary clean-up of the facilities.
 - f) Contractor will provide sufficient training to inmate workers to enable them to satisfactorily perform the food service tasks assigned by Contractor.
 - g) All records shall be kept on file by Contractor for a period of three (3) years from the date the record is made, and Contractor shall, upon reasonable notice, give the County or their authorized representative the privilege at a reasonable time of inspecting, examining, and auditing, during normal business hours, such of Contractor's business records which are directly relevant to the financial arrangements set forth in Exhibit B. The cost of such inspection, examination, and audit will be at the sole expense of the County, and such inspection, examination, and audit shall be conducted at the Contractor location where said records are normally maintained.
 - h) Contractor agrees that Contractor's employees and agents shall comply with and observe all applicable rules and regulations concerning conduct on the Premises which County imposes upon County's employees and agents; as well as all written security protocols that the County imposes specifically on food service workers. Contractor will immediately advise the County if an employee has terminated or been reassigned and will assume responsibility for returning all security identification cards or badges.
6. County Responsibilities
- a) County shall, at its own cost and expense, provide all food equipment, facilities, and floor space, as mutually agreed between County and Contractor, necessary to the efficient operation, transporting, and control of Contractor's Services. The County will maintain, repair, and replace said equipment and facilities at its own expense, and the County shall keep such equipment and facilities maintained in a safe operating condition such that no Contractor employee is exposed to or subjected to any unsafe situation which would violate the Occupational Safety and Health Act, including but not limited to the general duty and the specific duty clauses thereof, or any other similar federal, state, or local law or regulation; provided; however, if equipment provided by

County becomes inoperative, hazardous, or inefficient to operate, Contractor shall have the right to effect repairs or replacements at the expense of the County, if the County fails to take action within a reasonable time (30 day period) after written notice of said equipment deficiency. County shall permit Contractor to have the use of all such equipment and facilities in the performance of its obligations hereunder, subject to the duty to exercise reasonable care in the use thereof. Contractor agrees that all equipment and items of equipment now or hereafter furnished by the County to Contractor are the sole property of the County, and Contractor agrees not to change, deface, or remove any symbol or mark of identity upon said equipment or items of equipment furnished by the County. Reference Exhibit E – Equipment Inventory List for additional information.

- b) The County will be responsible for all daily spot mopping of the floors in the dining area, all necessary cleaning of walls, windows, and electric light fixtures, and all necessary scrubbing, stripping, and polishing of floors in the storage, food service preparation area, and the dining room areas, as well as any areas adjacent to stands or carts used for Contractor's Services, at no cost to Contractor. See attached Exhibit B – Attachment A for detailed cleaning responsibilities.
- c) County shall provide inmate workers at the Jail Facility kitchen. The number of inmates required shall be determined by the parties' liaisons. County makes no promises or guarantees for a minimum number of inmate workers. County will establish and Contractor will adhere to security guidelines for the inmate food services program.
- d) County agrees that no employees of Contractor will be hired by the County without permission of Contractor for a period of six (6) months after the termination of their employment with Contractor. County shall not impose any regulation on Contractor's employees not imposed on County employees.
- e) County shall pay all real estate taxes with respect to the Premises, and Contractor shall pay all personal property taxes and similar taxes with respect to Contractor's equipment located on the Premises.
- f) County also agrees to provide all expendable replacements of all supplies, including but not limited to; pots, pans, bakeware, scoops, slicers, mixers, toasters, brooms, mops, trash cans, etc., and provide telephone and office equipment and service to Contractor including high speed internet access.

7. Terms of Contract: The Contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this Contract, this Contract period shall be for an initial term of one year effective on date of signature and ending June 30, 2024, with up to four (4) one-year renewals, with mutual agreement between the Contractor and the County.

This Contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party.

8. Contractor Pricing:
The following contract statement shall supersede Section 4, Item 8 of RFP 23-19.

Pricing is firm during the initial "Pricing Period", which begins on the Effective Date. During this period, no adjustments to pricing will be considered or made.

At sixty (60) days prior to a renewal term, which occurs annually on June 30th, the Contractor has an option to submit request for a price increase. To support the request, the Contractor must provide detailed information on the methodology used to determine the requested increase. This information will include the factors used to determine the increase amount, such as changes in the Consumer Price Index, staffing changes or pay increases, higher material, or food costs, etc. The request shall be of significant detail as to support the request being made.

Approved price increases will be incorporated into the contract through an endorsed amendment. The requested price increases may be for an amount up to, but not exceeding 8% per pricing period. The Contractor is to note that requests for price increases will only be considered once per pricing period.

9. Expenses: Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this Contract. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under this Contract.
10. Employees: The Contractor and all Contractor' employees, while on County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

The Contractor shall employ only United States citizens, legal residents, or legal resident aliens. Upon request of the County, the Contractor shall provide copies of, or access to, work/payroll records and necessary documents to verify status of employees.

The Contractor will be supplied with a phone number to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted area will be designated by the authorized County representative.

11. Background Checks: (as required by the Facility) Contractor employees are subject to background checks to ensure, at a minimum, that no employee has a felony or domestic violence or other bar-able conviction(s). The background checks for Contractor employees will be conducted by the County prior to the commencement of any on-site work.
12. Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:
 - a) This Contract is governed by the laws of the State of Michigan.
 - b) The Contractor shall at all times comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done herewith.
 - c) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.
13. Exclusive Contract: This Contract, including exhibits attached hereto, a County Purchase Order, if applicable, is the entire Contract between Contractor and the County for the services as detailed in Exhibits A, B, C and D.
14. Modifying the Contract: This Contract may be modified only by a writing signed by both parties.
15. Confidentiality: All operating, and personnel information, including but not limited to, standard operating procedures, recipes, and computer software programs related to, and/or utilized in, Contractor's business operations and which may be housed (filed or stored) within the County's facility are and shall remain confidential; excepting they are limited and subject to compliance with applicable public records laws.
16. Material Change: The operational and financial arrangements in this Agreement are based upon conditions existing as of the submission of the Contractor's Proposal – Exhibit B. In the event of a material change, which refers to significant and/or adverse changes in conditions beyond Contractor's control, including but not limited to; a change in the scope of services; required menu changes; a decrease/increase in County's inmate population; the availability of inmate kitchen labor; substantial increases in food, fuel, and cost of supplies; Federal, State, local, and/or other taxes, requirements, regulations; or other unforeseen conditions, Contractor shall promptly notify the County, in writing and request to renegotiate and/or modify the terms of this Agreement. It is the responsibility of the Contractor to provide all the necessary details and justification information when a request to renegotiate or modify the terms of the agreement is made.

17. **Dispute:** In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Contract, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Contract and its exhibits, attachments, and addendums, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided. Any contract or modification of this Contract shall be written and signed by both parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Contract, Contractor and County agree to act immediately to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, both the Contractor and the County shall continue to respect all their obligations and to perform all their duties under this Contract.

18. **Jurisdiction and Venue:** The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this Contract shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.
19. **Liability and Insurance:** Contractor agrees to indemnify, defend, and hold harmless the County from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Contract, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Contractor. Contractor shall provide proof of the following coverages: Workers' Compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These coverages shall protect the vendor and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of the work performed or products provided. See attached Exhibit F for additional information.
20. **Relationship of Parties:** The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
21. **Subcontracts:** Contractor may not assign or subcontract any rights or obligations under this contract without the County's prior written approval.

22. **Governmental Immunity:** The County does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Contract.
23. **Safety:** The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules, and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
24. **Absence of Waiver:** The failure of either party to insist on the performance of any of the terms and conditions of this Contract, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.
25. **Notices:**
 - a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor: Canteen Services, Inc.
353 S. Michigan Ave. / P.O. Box 160
Coldwater, MI 49036
Attn: Michael Stump, Vice President of Commissary
and Business Development
Email: mstump@canteenservices.com

If to Ottawa County: Ottawa County Sheriff's Office
12220 Fillmore St., Rm 200
West Olive, MI 49460
Email: skempker@miotawa.org
26. **Partial Invalidity:** The partial invalidity of any portion of this Contract shall not be deemed to affect the validity of any other provision. In the event that any provision of this Contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.
27. **Attorney Review:** The parties represent that they have carefully read this Contract and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Contract and sign it as their free act and deed.
28. **No Third-Party Benefit:** The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

29. Availability of Funds: Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Contract at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds
30. Miscellaneous:
- a) Force Majeure: Either party shall be excused from performance under this Contract for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance shall not constitute grounds for default.
 - b) Title and Headings: Titles and headings to articles, sections or paragraphs in this Contract are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Contract.
 - c) Modification: Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if evidenced in a writing signed by either party or its authorized representative.
 - d) Anticipatory Breach: If the Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Contract, Ottawa County shall have an immediate cause of action for breach of this Contract, and shall be entitled to all remedies available to it at law or in equity.

In witness whereof, each party to this Contract has caused it to be executed on the date(s) indicated below.

COUNTY OF OTTAWA

By: _____
Joe Moss, Chairperson
Board of Commissioners

Date

By: _____
Justin F. Roebuck,
County Clerk/Register

Date

The undersigned certifies, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

CANTEEN SERVICES INC

By: Jeffrey J. Tiggleman
Signature

8/8/23
Date

By: Jeffrey Tiggleman
Printed Name

Exhibit A



Ottawa County

REQUEST FOR PROPOSAL 23-19 Food Service Management Company

The County of Ottawa, on behalf of Ottawa County Juvenile Detention Center and Ottawa County Sheriff's Office, and through a process required by the State of Michigan, is inviting the submission of proposals from experienced and qualified vendors for the operation of a food service program to serve students, inmates, staff and others at the Juvenile Detention Center at 12110 Fillmore Street, West Olive, MI 49460 and Ottawa County Jail at 12130 Fillmore Street, West Olive, MI 49460.

By responding to this RFP, the Bidder agrees to perform in accordance with the terms and conditions set forth herein.

RFP Issue Date:	Monday, April 17, 2023
Mandatory Pre-Proposal Walkthrough:	Thursday, April 20, 2023
Questions Deadline:	Tuesday, April 25, 2023
Addendum Issuance:	Thursday, April 27, 2023
RFP Deadline:	By 2:00 PM (ET) Tuesday, May 9, 2023
Evaluation Timeline (Estimated):	Week of May 15, 2023
Intent to Award (Estimated):	TBD
Contract Start (Estimated):	July 1, 2023

RFP Administrator: Janice McLaren, Procurement Specialist, 616-738-4670, purchasing.rfp@miottawa.org . All requests for additional information or questions should be directed to the RFP Administrator.

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SECTION 1: INFORMATION SUMMARY – As Provided by Ottawa County

General Information:

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County of Ottawa's website located at <http://www.miottawa.org/Departments/FiscalServices/bids.htm>. Copies of proposal documents obtained from any other sources, unless directly received from purchasing.rfp@miottawa.org, are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

For purposes of this RFP, the term "Contractor," "Vendor," "Proposer," "Respondent," or "Bidder" are considered to have the same meaning, all referring to the person or company responding to this RFP. Additionally, the terms "County," "Client," or "Owner" refers to the County of Ottawa.

Proposal Submission:

Proposals must be received by **2:00 PM (ET) on Tuesday, May 9, 2023**. Proposals received after this time will not be considered. Proposals may be withdrawn at any time prior to the scheduled proposal deadline. Proposals must be firm and may not be withdrawn for a minimum period of **90 calendar days** after the RFP Deadline. Proposals should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Proposals will be reviewed to determine if submission requirements are met. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. Vendor assumes responsibility for meeting the submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

All proposals must include completed, signed copies of all required attachments. Vendor assumes all risks associated with electronic submission (including possible technical issues). Attachments must be filled out in full and signed by an authorized Company representative.

Proposal Response:

Proposal response must contain completed, signed copies of each of the following required attachments:

PDF ATTACHMENTS – FOR COMPLETION (REQUIRED)

- ATTACHMENT A – FIXED PRICE ATTESTATION SHEET
- ATTACHMENT B – CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
- ATTACHMENT C – SUSPENSION AND DEBARMENT CERTIFICATION
- ATTACHMENT D – CLEAN AIR AND WATER CERTIFICATE
- ATTACHMENT E – DISCLOSURE OF LOBBYING ACTIVITIES
- ATTACHMENT F – CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517
- ATTACHMENT G – AUTHORIZED REQUEST FOR REFERENCES
- ATTACHMENT H – FOOD SERVICE MANAGEMENT PROPOSAL PRICING FORM FOR OTTAWA COUNTY SHERIFF'S OFFICE

PDF ATTACHMENTS – FOR INFORMATION (AS REQUIRED)

- ATTACHMENT I – OTTAWA COUNTY CONFLICT OF INTEREST POLICY
- ATTACHMENT J – OTTAWA COUNTY PURCHASING POLICY
- ATTACHMENT K – SAMPLE MENUS FOR EACH MEAL SERVED
- ATTACHMENT L – ADP REPORT
- ATTACHMENT M – SPONSOR SUMMARY CLAIMS

EXCEL DOCUMENT – BID INFORMATION – SECTION FIXED PRICE CONTRACT

(the following worksheets to be completed by Vendor)

- TAB 17 - FSMC PROPOSED LABOR (IF APPLICABLE)
- TAB 18 – FSMC PROPOSED FRINGE (IF APPLICABLE)
- TAB 19 – BID SHEET

Proposals are to be submitted by e-mail submission, as follows:

Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to: purchasing.rfp@miottawa.org with subject line of: "RFP 23-19 FOOD SERVICE MANAGEMENT COMPANY." The County can receive email attachments up to 25 megabytes. Proposal documents larger than 20 megabytes should be sent in multiple emails with subject line of: "RFP 23-19 – 1 of 2", etcetera. It will be the Proposers' responsibility to ensure that their proposal have been appropriately delivered and received.

In addition, one (1) hard copy proposal and one (1) copy on a USB flash drive shall also be sent to Janice McLaren, Procurement Specialist, Ottawa County – Fiscal Services, 12220 Fillmore St., Rm 331, West Olive, MI 49460. The hard copy proposal is to be submitted in a sealed envelope marked “RFP 23-19 Food Service Management Proposal.” The bid sheet is to be submitted in a separate and sealed envelope marked “Bid Sheet – Fixed Price Contract.”

SFAs are required to submit the electronic version of the full proposal from its selected bidder to MDE during the contract approval process. USB flash drives and proposals from other responsive bidders shall be made available to MDE upon request.

Any bid received after the exact time specified for receipt will not be considered or opened publicly.

Modification:

Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer’s authorized representative. After the submission deadline, responses may not be modified or withdrawn without written consent of the County.

Pre-Proposal Conference:

Ottawa County will host a mandatory, pre-proposal walkthrough at **2:00 PM ET on Thursday, April 20, 2023**. The walkthrough will be at the Ottawa County Jail, 12130 Fillmore St., West Olive, MI 49460. Vendors are to meet in the lobby by the designated time to be escorted by the Sheriff’s Office to the Jail kitchen. Person(s) attending the walkthrough should bring State/Government issued ID at the time of the walkthrough. The County reserves the right to limit the number of attendees.

During the pre-proposal walkthrough, vendors will have the opportunity to examine the site, request clarification of any section of the project and ask any other relevant questions relating to the proposal request.

Any responses to questions during the pre-proposal walkthrough and site inspection will be considered drafts and will be non-binding. All relevant final answers to written questions submitted to purchasing.rfp@miottawa.org prior to the “Receipt of Questions” deadline and released by addendum will be considered official and final. Remarks and explanation during the walkthrough do not qualify the terms of the proposal.

Questions and Addendum Acknowledgement:

Vendors may submit questions and requests for clarification relating to this RFP to the RFP Administrator by the stated deadline. Responses to all questions and inquiries received by the County will be issued in the form of an Addendum and posted on the MITN and the County's website, as needed. Only answers to questions submitted prior to the submission deadline and released in the form of an Addendum will be considered official and final. Any remarks or explanations made by phone, email, or in-person will be considered draft and will be non-binding.

Should Proposer discover any significant ambiguity, error, omission or other deficiency in the RFP document, they must immediately notify the RFP Administrator in writing, via email, prior to the submission of the proposal. The failure of a Proposer to notify the RFP Administrator of any such matter prior to submission of its proposal constitutes a waiver of appeal or administrative review rights based upon any such ambiguity, error, omission or other deficiency in the RFP document.

If it becomes necessary to clarify or revise any part of this RFP, amendments will be posted to the Michigan Intergovernmental Trade Network (MITN) Purchasing Group, website <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County's website <http://www.miottawa.org/Departments/FiscalServices/bids.htm> ; it is the responsibility of prospective Vendors to check the websites for any amendments prior to the RFP submission date. This is the only manner in which Addendum(s) will be released. If the Proposer fails to monitor the web sites noted for any changes or modifications to the RFP, such failure will not relieve the Proposer of its obligation to fulfill the requirements as posted. All amendments are acknowledged by Proposer in their submission.

As this RFP is being made available by electronic means, the Proposer accepts full responsibility to ensure that no changes are made to the document. In the event of conflict between a version of the RFP submitted by Proposer and the version maintained by the Ottawa County Fiscal Services-Purchasing, the version maintained by the County's Purchasing division shall govern.

SECTION 2: GENERAL PROCEDURAL TERMS AND CONDITIONS –

As provided by the Michigan Department of Education (MDE)

A. INTENT

This solicitation is for the purpose of entering into a contract for the operation of a food service program for **Ottawa County Juvenile Detention Center** herein after referred to as the SFA. The bidder or Food Service Management Company will be referred to as the FSMC and the contract will be between the FSMC and the SFA.

B. PROCUREMENT METHOD

The contract awarded will be a fixed price contract.

The bid must be submitted in two parts: a fixed bid price per meal/meal equivalent and a written and/or oral presentation. The fixed bid price per meal/meal equivalent may be weighted more than 50% of the evaluation criteria while the presentation must be weighted less than 50%. This breakdown will be identified on the Bid Point Calculator and Evaluation Criteria Matrix. The bid price per meal/meal equivalent must be submitted as if no USDA Foods would be available. Bidders are required to provide a breakdown of the bid price per meal and meal equivalent, management fee per meal and meal equivalent, bid price per snack served, and bid price per one-half pint of milk served, as shown on the Bid Sheet. Bids that do not provide this information will be deemed non-responsive and rejected.

The bidder with the maximum number of points will be awarded the fixed price contract. This award may be made to other than the bidder with the lowest total fixed price bid.

C. BID PACKET RELEASE AND PRE-BID MEETING INFORMATION

1. A copy of the RFP will be available, **by request**, via email at purchasing.rfp@miottawa.org by Monday, April 17, 2023.
2. The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN) website at <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County of Ottawa's website located at <http://www.miottawa.org/Departments/FiscalServices/bids.htm>.
3. Copies of proposal documents obtained from any other sources are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

4. The mandatory pre-bid meeting will be held at 2:00 PM ET on Thursday, April 20, 2023, at Ottawa County Jail, 12130 Fillmore St., West Olive, MI 49460. **See Section 1: Information Summary – As Provided by Ottawa County on bidder requirements to attend mandatory pre-bid meeting.**
5. Final questions from bidders shall be submitted to the SFA at purchasing.rfp@miottawa.org by April 25, 2023 and will be addressed by the SFA by April 27, 2023 in the form of an addendum.

D. BID SUBMISSION AND AWARD

1. Bids/proposals are to be submitted **electronically via email** to purchasing.rfp@miottawa.org by **2:00 PM ET on Tuesday, May 9, 2023.**
2. One (1) hard copy proposal and one (1) copy on a USB flash drive shall also be sent to Janice McLaren, Procurement Specialist, Ottawa County – Fiscal Services, 12220 Fillmore St., Rm 331, West Olive, MI 49460 . The hard copy proposal is to be submitted in a sealed envelope marked “Food Service Management Proposal.” The bid sheet is to be submitted in a separate and sealed envelope marked “Bid Sheet – Fixed Price Contract.”

SFAs are required to submit the electronic version of the full proposal from its selected bidder to MDE during the contract approval process. USB flash drives and proposals from other responsive bidders shall be made available to MDE upon request.

Any bid received after the exact time specified for receipt will not be considered or opened publicly.

3. The SFA reserves the right to exercise its discretion to reject any or all bids.
4. To be considered, each bidder must submit a complete response to this solicitation using the forms provided.
5. Awards, if any, shall be made to a qualified and responsible bidder whose bid is responsive to this solicitation. A responsible bidder is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation.
6. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder’s own risk and he/she cannot secure relief on the plea of error.

7. If additional information is required, please contact **Janice McLaren, Procurement Specialist** at purchasing.rfp@miottawa.org.

E. INCURRED COSTS

The SFA is not liable for any cost incurred by the bidder prior to the signing of a contract by all parties.

F. BONDING REQUIREMENT

A bid guarantee or bond is not required.

G. CONTRACT TERMS

1. This contract shall be for an initial term of one year effective on July 1, 2023, or upon written approval of the contract by MDE, whichever occurs last, and ending June 30, 2024, with up to four (4) one-year renewals, with mutual agreement between the SFA and the FSMC. [7 CFR 210.16 (d)]

In no event shall the contract be effective without prior approval of MDE. Per 7 CFR 250.53 (a)(12), contract extensions or renewals are contingent upon the fulfillment of all contract provisions relating to USDA Foods.
2. The only rates and fees that may be adjusted in subsequent years of this contract are the fixed price per meal/meal equivalent, fixed management fee per meal/meal equivalent, fixed per unit rate for each snack served, and fixed per unit rate for one-half pint of milk contained within this contract. Before any fixed rate or fee increases can be implemented as part of a contract renewal agreement, the FSMC shall document to the SFA, through a written financial analysis, the need for such increases. Renegotiation of all fixed rates and fees in subsequent years of the contract must not exceed the *Consumer Price Index for Urban Consumers – Food Away from Home* annualized rate for December of the current school year, or a flat percentage rate of 5%, whichever is less.
3. This solicitation/contract, the RFP proposal of the successful bidder, attachments, and mutually negotiated and MDE-approved amendments, modifications, and addenda constitute the entire agreement between the SFA and FSMC. Aside from the adjustments and amendments referenced in Section (E) (2), supra, additional documents and/or agreements, including non-negotiated provisions developed by the contractor, cannot become part of the executed contract. Any additional documents resulting in a substantial change to the contract awarded by the SFA will not be executed

by the SFA without prior MDE approval. No other food service management contracts will be signed by the SFA.

4. All state agency-mandated changes to the terms of this contract or any amendment will be incorporated therein before the SFA executes any agreement between it and the FSMC.

H. GIFTS FROM FSMC

The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under state or federal law, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards. [2 CFR 200.318 (c)(1)]

I. SELECTION OF MANAGER

The district requests bids be submitted on the following managerial option(s): a **full-time manager** (not to be shared with another district) to manage the food service for **both** the juvenile detention center and the jail.

The SFA reserves the right to interview and approve the on-site food service manager. The FSMC will provide a Certified Food Manager per regulations established by the Michigan Department of Agriculture (MDA) effective June 30, 2009.

J. EMPLOYEES

The current food service employees will remain employees of the FSMC.

The SFA and/or FSMC will provide a Certified Food Manager by building site per regulations established by the MDA effective June 30, 2009.

K. MEAL AND MEAL EQUIVALENTS

For making the meal count computation, the number of lunches, breakfasts, suppers and snacks served to children shall be based on a projection of the number of meals and snacks to be served. The FSMC and SFA shall determine a la carte meal equivalents by dividing a projected net a la carte and catering revenue by the sum of the Federal free lunch reimbursement plus the value of USDA entitlement and bonus-donated foods. This equivalent factor will be adjusted annually by taking the sum of the Federal free lunch reimbursement plus the value of USDA entitlement and bonus-donated foods. The revenue shall include catering sales, adult meals, and a la carte sales to students and

adults **less sales tax**. If applicable, include revenue from vending machine sales as part of the a la carte revenue.

L. CAPTIONS

Captions in all sections of this document are provided only as a convenience, and shall not affect the interpretation of this instrument, its attachments, and addenda.

M. GUARANTEED RETURN

The SFA is not requesting a guaranteed return.

N. FRESH FRUIT AND VEGETABLE PROGRAM (FFVP)

The SFA does not participate in the Fresh Fruit and Vegetable Program.

O. 10 CENTS A MEAL FOR MICHIGAN'S KIDS AND FARMS

The SFA does not participate in the 10 Cents a Meal program.

P. PROFESSIONAL STANDARDS

The final rule, "Professional Standards for State and Local School Nutrition Programs Personnel as required by the Healthy, Hunger-Free Kids Act of 2010," became effective July 1, 2015. Professional Standards resources can be located on the USDA website at [USDA, School Meals, and Professional Standards](#).

The SFA and FSMC must adhere to the hiring, training, and oversight standards set forth in the final rule, as well as any subsequent USDA or MDE guidance, policies, or procedures in relation to the final rule. (See USDA memo SP 05-2020: [Questions & Answers Regarding Professional Standards for State and Local School Nutrition Program Personnel | USDA-FNS](#))

The SFA may delegate to the FSMC the responsibility to coordinate, provide, and conduct trainings in accordance with the final rule. Training responsibility will be identified on the *Cost Responsibility Detail* page of the *Information Section*. The FSMC must annually provide documentation to the SFA showing compliance with the required training hours and topics completed by food service personnel.

SECTION 3 – STANDARD TERMS AND CONDITIONS – As provided by the Michigan Department of Education (MDE)

I. SCOPE AND PURPOSE

- A. The FSMC, as an independent contractor, shall have the exclusive right to operate the Child Nutrition Programs in which the SFA participates. Child Nutrition Programs include the National School Lunch Program (NSLP), and/or School Breakfast Program (SBP), and/or Afterschool Snack Program, and/or Special Milk Program (SMP), and/or Summer Food Service Program (SFSP), and/or Seamless Summer Option (SSO), and/or Child and Adult Care Food Program (CACFP), and/or Fresh Fruit and Vegetable Program (FFVP).
- B. The FSMC shall operate in conformance with the SFA's Permanent Agreement with MDE (and attachments) for the NSLP, USDA Foods Commodity Distribution, SBP, Afterschool Snack Program, SMP, SFSP, SSO, CACFP, and FFVP.
- C. The FSMC shall be an independent contractor and, except as otherwise expressly stated herein, not an SFA agent or representative. The employees of the FSMC are not employees of the SFA. All FSMC employees shall remain directly accountable to the FSMC for the duration of this contract. Except as otherwise expressly stated in this agreement, the FSMC has the sole responsibility and authority to hire, assign, supervise, evaluate, and discipline any personnel assigned by it in the performance of this contract.
- D. The food service provided shall be operated and maintained as a benefit to the SFA's students, faculty, and staff.
- E. All income accruing as a result of payments by children and adults, federal reimbursements, state aid (i.e., 31d, 31f, 31a At-Risk), and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's Non-profit Food Service account. Any profit or guaranteed return shall remain in the SFA's Non-profit Food Service Account. The SFA and the FSMC agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract, as required under 7 CFR 210.16 (c), 2 CFR 200.323(d).
- F. The SFA shall be legally responsible for the conduct of the food service program and shall supervise the food service operations in such a manner as will ensure compliance with the rules and regulations of the USDA and MDE regarding each of the Child Nutrition Programs covered by this contract. [7 CFR 210.16 (a)(2)]

- G. The SFA shall retain all control of the Non-profit Food Service Account and overall financial responsibility for the Child Nutrition Programs.
- H. The SFA shall establish all selling prices for reimbursable and non-reimbursable meals, milk, and a la carte prices. [7 CFR 210.16 (a)(4)]
- I. The FSMC shall provide additional food service, such as banquets, parties, refreshments for meetings, etc., as requested by the SFA. The SFA will be billed for the actual cost of food, supplies, and labor, plus a mutually agreed upon mark up (as documented on the FSMC signed and dated bid sheet) and the FSMC's overhead and administrative expenses, if applicable, for providing such service. If FSMC overhead and administrative expenses apply, the FSMC must provide the SFA with a detailed breakdown of the charges. USDA Foods shall not be used for these special functions.
- J. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction in accordance with the school district's Wellness Plan.
- K. The FSMC shall conduct program operations in accordance with 7 CFR Parts 210, 215, 220, 225, 226, 235, 245, and 250; 2 CFR Part 200 Appendix II, 2 CFR 400, 2 CFR 416, 417, and 418; and FNS instructions, final rules and policies, as applicable.
- L. The FSMC shall make substitutions in the food components of the meal pattern for the students with disabilities when their disability restricts their diet, and those non-disabled students who are unable to consume regular lunch because of medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a statement of need for substitutes that includes recommended alternative foods, unless otherwise exempted by the Food and Nutrition Service, USDA. Such statement shall, in the case of a student with a disability, be signed by a medical doctor or, in the case of a non-disabled student, be signed by a recognized medical authority. There will be no additional charge to the student for such substitutions. [7CFR 210.10 (m)]
- M. Payment shall be due within thirty (30) days of the monthly invoice. A late charge per month as the parties shall agree in writing will be added to all unpaid balances more than thirty (30) days. Finance charges cannot be paid from the Non-profit Food Service Account.

II. SIGNATURE AUTHORITY

- A. The SFA shall retain signature authority for the application/agreement to participate in the NSLP, and/or SBP, and/or Afterschool Snack Program, and/or SFSP, and/or SSO, and/or SMP, and/or CACFP, and/or FFVP, including, but not limited to, the Application Renewal, the Verification of Application Form, and letters to MDE to amend the application. [7 CFR 210.16 (a)(5)]
- B. The SFA shall retain signature authority for the Monthly Claim for Reimbursement. [7 CFR 210.16 (a)(5)]
- C. The SFA shall not delegate signature authority to the FSMC in any of the areas identified in paragraphs A and B above.

III. FREE AND REDUCED-PRICE MEALS POLICY

- A. The SFA shall be responsible for or may delegate to the FSMC the establishment and maintenance of the free and reduced-price meals eligibility roster.
- B. The FSMC shall implement an accurate point of service meal/milk count using the meal counting system submitted by the SFA in its application to participate in the Child Nutrition Programs and approved by MDE, as required under 7 CFR Part 210.8. Such meal/milk counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under 7 CFR Part 245.8. The SFA shall evaluate the monthly meal claim information submitted by the FSMC and verify that the information is accurate before submitting a claim for reimbursement.
- C. The SFA shall be responsible for or may delegate to the FSMC the development, distribution, and collection of the parent letter and application for free and reduced-price meals and/or free milk.
- D. The SFA shall be responsible for or may delegate to the FSMC the responsibility for accessing the direct certification report available from the Center for Educational Performance and Information (CEPI) after each refresh. Students on this report will not require an application from the parent/guardian.
- E. The SFA shall be responsible for or may delegate to the FSMC the responsibility for the determination of eligibility for free and reduced-price meals and free milk. Neither the SFA nor the FSMC will disclose confidential information that is not needed for meal counts from free and reduced-price

meal applications and/or the direct certification list. The SFA will provide the FSMC with a list of children and their category of eligibility. This list must be updated when changes occur in a student's eligibility status.

- F. The SFA shall be responsible for conducting any hearings related to determinations regarding eligibility for free and reduced-price meals and free milk.
- G. The SFA shall be responsible for or may delegate to the FSMC the responsibility for verifying applications for free and reduced-price meals, as required by federal regulations.
- H. The SFA shall be responsible for performing the annual on-site review.
- I. The SFA shall retain responsibility for completing the tasks described in paragraphs B, F, and H and may delegate those tasks in paragraphs A, C, D, F, and G to the FSMC to complete on its behalf.

IV. USDA FOODS

- A. Any USDA Foods received by the SFA and made available to the FSMC or received by the FSMC on behalf of the SFA must accrue solely to the benefit of the SFA's non-profit school food service program and shall be fully utilized therein. The FSMC must credit the SFA for the value of all USDA Foods received for use in the SFA's food service program, including the value of USDA Foods contained in processed end-products or commercially purchased foods that are used in place of such donated foods only. [7 CFR 250.51 (d)]
- B. The SFA shall retain title to all USDA Foods. [7 CFR 250.14 (c)]
- C. The FSMC must meet the requirements for the safe storage and control of donated foods. [7 CFR 250.14 (a)]
- D. The FSMC is prohibited from entering any processing contracts utilizing USDA Foods on behalf of the SFA. [7 CFR 250.50 (d)]
- E. The FSMC shall select, accept, and use the USDA Foods in as large quantities as may be efficiently utilized in the SFA's non-profit food service program, subject to approval of the SFA.

The FSMC must utilize no less than 95% of the SFA's overall entitlement. If less than 95% is spent, the FSMC must submit justification of the underutilization of this federal program to the SFA as part of their mandatory annual reconciliation of USDA Foods.

Furthermore, the SFA will use all donated ground beef and ground pork products, and all processed end products in the SFA's food service, and all other USDA Foods or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFA's non-profit food service program. [7 CFR 250.51 (d)]

- F. The FSMC shall collaborate with the SFA on the selection of USDA Foods, and they will accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFA's non-profit food service program monthly to ensure they will not accumulate excess inventory.

If the current selection of USDA Foods cannot be utilized in the food service program, either the SFA or FSMC must work directly with the SFA's chosen consortium to trade or obtain a different selection of food items prior to delivery to the FSMC or SFA. USDA Foods entitlement can be spent on value-added (brown box), processed USDA Foods, or Department of Defense (DoD) fresh produce.

- G. The FSMC may store and inventory donated foods together with foods it has purchased commercially for the SFA's use (unless specifically prohibited in the contract). It may store and inventory such foods together with other commercially purchased foods only to the extent that such a system ensures compliance with the requirements for the use of donated foods in 7 CFR 250.51 (d).
- H. The FSMC shall maintain records to substantiate that the full value of all USDA Foods is used solely for the benefit of the SFA. The FSMC must provide all documents as necessary for the independent auditor, MDE reviewers, or USDA agents who may perform onsite reviews of the FSMC's food service operation to ensure compliance with the requirements for the management and use of USDA Foods. [7 CFR 250.54 (d)(1) and (2)]
- I. As a **fixed price contract**, the SFA must determine the existence of the proper pass-through value of the USDA donated foods (e.g., credits or reductions on the invoice in the month the USDA Foods were received for use).
- J. The SFA must provide the FSMC with a copy of the quarterly Recipient Entitlement Balance Report from the Consortia.

- K. The values of all USDA Foods are to be based on the values at the time the SFA receives the USDA Foods from the distributing agency and are to be based on the USDA Commodity Value Listing pertinent to the time period. This listing is available at: [MDE - USDA Foods Available/Average Price Files](#).
- L. A year-end reconciliation shall be conducted by the SFA to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received for use by the FSMC during the school year. [7 CFR 250.53 (a)(1)]

The SFA reserves the right to conduct commodity credit audits throughout the year to ensure compliance with federal regulations. [7 CFR 210 and 7 CFR 250]
- M. **Credit issued by the FSMC to the SFA for USDA Foods received shall be recorded on each monthly invoice as a separate line item and shall be clearly identified and labeled.**
- N. The FSMC shall be liable for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods and shall credit the SFA either monthly or through a year-end reconciliation. [7 CFR 250.54 (c)]
- O. The SFA and FSMC shall consult and agree on end products to be produced from USDA Foods during the time of this agreement. If an agreement cannot be reached, the FSMC shall utilize the USDA Foods in the form furnished by the USDA.
- P. Upon termination of the contract, the FSMC must return all unused donated ground beef, ground pork, processed end products, and at the SFA's discretion, return other unused donated foods. The SFA must ensure that the FSMC has credited it for the value of all donated foods received for use in the SFA's meal service in a school year. [7 CFR 250.52 (c)]

V. HEALTH CERTIFICATIONS

- A. The SFA shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any SFA facility. [7 CFR 210.16 (a) (7)]
- B. The FSMC shall maintain, for the duration of the contract, state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under 7 CFR 210.16 (c)(2).

VI. MEALS

- A. The FSMC shall serve meals on such days and at such times as requested by the SFA.
- B. The SFA shall retain control of the quality, extent, and general nature of the food service. [7 CFR 210.16 (a)(4)]
- C. The FSMC shall offer free, reduced-price, and paid reimbursable meals to all eligible children participating in the SBP, and/or NSLP, and/or SFSP, and/or CACFP Centers.
- D. To offer a la carte food service, the FSMC must offer free, reduced-price, and paid reimbursable meals to all eligible children. [7 CFR 210.16 (a)]
- E. The FSMC shall serve reimbursable **breakfasts, lunches, snacks, and suppers**, pursuant to the **NSLP**, and/or **SBP**, and/or **SFSP**, and/or **CACFP**, where indicated in the attached *Information Section*.
- F. The FSMC shall promote maximum participation in the Child Nutrition Programs.
- G. The FSMC shall provide the specified types of service in the schools/sites listed in the attached *Information Section*, which is hereby in all respects made a part of this contract.
- H. The FSMC shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- I. No payment will be made to the FSMC for meals that are spoiled or unwholesome at the time of delivery, do not meet detailed specifications as developed by the SFA for each food component in the meal pattern in accordance with 7 CFR 210.10 or that do not otherwise meet the requirements of the contract. [7 CFR 210.16 (c)(3)]

VII. BOOKS AND RECORDS

- A. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly bills/invoices in a format approved by the SFA no later than **thirty (30)** calendar days of the succeeding month in which services were rendered. Participation records shall be submitted in a timely manner to facilitate claims submission no later than the tenth (10th) day of the succeeding month in which services were rendered. The SFA shall

- perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim of reimbursement.
- B. The SFA and the FSMC must provide all documents as necessary for the independent auditor, MDE reviewers, or USDA agents to conduct the SFA's single audit. (7 CFR 210.22)
 - C. Books and records of the FSMC pertaining to the Child Nutrition Program operations shall be made available upon demand in an easily accessible manner for a period of three (3) years from the end of the contract term (including renewals) to which they pertain for audit, examination, excerpts, and transcriptions by the SFA and/or any state or federal representatives and auditors, or longer should any audit for that time still be open. [7 CFR 210.23 (c) and 250.16 (b)]
 - D. If audit findings regarding the FSMC's records have not been resolved within the three (3) year period, the records must be retained beyond the three (3) year period, for as long as required for the resolution of the issues raised by the audit. [7 CFR 210.23 (c) and 250.16 (b)]
 - E. The FSMC shall not remove state or federal required records from SFA premises upon contract termination.
 - F. The SFA shall conduct a quarterly internal review of all records and documentation associated with the procurement of food and non-food items to ensure that the FSMC is complying with all applicable competitive procurement procedures according to 2 CFR Part 200.
 - G. Upon termination of the contract, the FSMC shall surrender to the SFA all records pertaining to the operation of the food service, to include all food and non-food inventory records, menus, production records, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order and complete to the extent necessary to reconstruct individual cost of prior FSMC billings.
 - H. The FSMC shall purchase all food and other supplies required under this contract on the SFA's behalf. Title thereto shall always remain with the SFA. Such food and supplies shall be kept separate and apart from other SFA property unless the SFA has chosen not to maintain a separate inventory. The FSMC and SFA shall jointly inventory all purchased food and supplies at both the beginning and the end of this contract's term. The SFA shall have access to the records of the food and supplies purchased to review and audit as it deems necessary.

- I. FSMC shall purchase all food and supplies for the SFA at the lowest prices possible consistent with maintenance of quality standards prescribed by the SFA, including taking advantage of all local trade discounts. All such transaction shall meet USDA procurement standards.

VIII. EMPLOYEES

- A. The SFA shall have final approval authority regarding the FSMC's hiring of a site manager.
- B. The FSMC shall comply with all wage and hours of employment requirements of federal and state laws. The FSMC shall be responsible for supervising and training personnel, including SFA employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC. The FSMC shall maintain its own personnel and fringe benefits policies for its employees. All such policies shall be subject to the SFA review upon demand.
- C. The FSMC shall provide Workers' Compensation coverage for its employees.
- D. The FSMC shall instruct its employees to abide by the policies, rules, and regulations with respect to use of the SFA's premises as established by the SFA and which are furnished in writing to the FSMC.
- E. The FSMC shall maintain its own personnel and fringe benefits policies for its employees, subject to review by the SFA.
- F. Staffing patterns shall be mutually agreed upon by the SFA and the FSMC.
- G. The use of student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.
- H. The FSMC shall not hire more than the number of employees required for efficient operation.
- I. The FSMC shall provide the SFA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked two (2) full calendar weeks prior to the commencement of operation.
- J. The SFA shall provide sanitary toilet and hand washing facilities for the employees of the FSMC.

K. Pursuant to the requirements of Section 1230 and 1230a of the Michigan Revised School Code, the SFA shall request a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by FSMC to regularly and continuously work in any of the SFA facilities. FSMC agrees that it shall not assign any of its employees, agents, or other individuals to perform any services under this Agreement where such individuals would regularly and continuously work in the SFA facilities if such person has been convicted of any of the following offenses:

1. Any "listed offense" as defined under Section 2 of the Michigan Sex Offenders Registration Act, MCL 28.722.
2. Any offense enumerated in Sections MCL 380.1535a or 380.1539b or the Revised School Code, MCL 380.1535a; 380.1539b (for positions requiring State Board of Education approval).
3. Any offense of a substantially similar enactment of the United States or another State.
4. Any felony, provided that with prior written approval of the SFA's Superintendent and its Board of Education an individual regularly and continuously providing services under this Agreement at the SFA may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of the SFA, such individual's presence will not pose a danger to the safety or security of the SFA students or employees.
5. Any offense that would, in the judgment of the SFA, create a potential risk to the safety and security of the students served by the SFA or employees of the SFA.

The SFA reserves the right to refuse the FSMC's assignment of any individual, agent, or employee of the FSMC to render services under this Agreement where the criminal record history of the individual (including any pending criminal charges) indicate, in the SFA's judgment, unfitness to perform services under this Agreement.

The FSMC agrees that it shall pay the costs associated with criminal history and criminal record checks required under this contract and which are accomplished to comply with Section 1230 and 1230a of the Revised School Code with respect to the FSMC's employees and agents.

- L. Notwithstanding the provisions of Section VIII and its subparts, the SFA may request in writing the removal of any employee of the FSMC who violates health requirements or conducts himself/herself in a manner that is detrimental to the physical, mental or moral well-being of students.
- M. In the event of the removal or suspension of any such employee, the FSMC shall immediately restructure the food service staff without disruption of service.
- N. All SFA and/or FSMC personnel assigned to each school shall be instructed in the use of all emergency valves, switches, fire, and safety devices in the kitchen and cafeteria areas.
- O. Neither party shall during the term of the contract or one year thereafter solicit to hire, hire, or contract with the other party's supervisory employees. If this provision is breached, the breaching party shall pay, and the injured party shall accept as liquidated damages, an amount equal to six (6) months of the annual wages of the relevant employee.

IX. DESIGNATION OF PROGRAM EXPENSE

- A. The FSMC guarantees to the SFA that the bid price per meal and meal equivalent shall include the expenses as designated under the FSMC column of the *Cost Responsibility Detail Sheet*. The FSMC shall be responsible for negotiating/paying all employees' fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.
- B. The SFA shall pay those expenses as designated under the SFA column on the *Cost Responsibility Detail Sheet*.

X. PAYMENT AND FEES

- A. All bids shall be calculated based on the information provided by the SFA in the *Information Section* of this solicitation. All bids shall be submitted using the Bid Sheet – Fixed Price Contract form.
- B. The FSMC shall receive a fixed price per meal (breakfast and lunch) and per meal equivalent (a la carte).
- C. The FSMC shall receive a fixed management fee per meal (breakfast and lunch) and per meal equivalent (a la carte). The bid price(s) must be calculated net of applicable discounts, rebates, and credits received by the FSMC and must not include the use of USDA Foods or any alternate pricing structure.

- D. The FSMC shall receive a fixed per unit rate for each reimbursable snack served in the Afterschool Snack Program.
- E. The FSMC and SFA shall determine a la carte meal equivalents by dividing the net a la carte and catering revenue by the sum of the Federal free lunch reimbursement plus the value of USDA entitlement and bonus-donated foods. This equivalent factor will be adjusted annually by taking the sum of the Federal free lunch reimbursement plus the value of USDA entitlement and bonus-donated foods. The revenue shall include catering sales, adult meals, and a la carte sales to students and adults **less sales tax**. If applicable, revenue from vending machine sales will be included as part of the a la carte revenue.
- F. The FSMC must subtract from the SFA's monthly bill/invoice the value of all USDA Foods received for use in the SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), including the value of USDA Foods contained in processed end products. Credit issued by the FSMC to the SFA for USDA Foods received shall be recorded on **each** monthly bill/invoice as a separate line item and shall be clearly identified and labeled. [7 CFR 250.51 (a)]
- G. The FSMC shall submit separate billing for special functions as outlined under the Standard Terms and Conditions section of this contract.

XI. MONITORING

- A. The SFA shall monitor the food service operation of the FSMC through periodic on-site visits to ensure that the food service is in conformance with all USDA program regulations. [7 CFR 210.16 (a)(3)]
- B. The records necessary for the SFA to complete the required monitoring activities must be maintained by the FSMC under this contract and must be made available to the Auditor General, USDA, MDE, and the SFA upon request for the purpose of auditing, examination, and review. [7 CFR 210.15]
- C. On a monthly and at least quarterly basis, the SFA shall conduct an internal reconciliation of invoices and supporting documentation to verify per meal charges, management fees, and USDA Food usage credits in accordance with 7 CFR 210.21 (f)(iv) and (vi) and 250.51 (b).

XII. USE OF ADVISORY GROUP/MENUS

- A. The FSMC shall participate in the formation and establishment and periodic meetings of the SFA advisory board, comprised of students, teachers, and parents, to assist in menu planning.
- B. The FSMC must comply with the twenty-one (21) day menu developed by the SFA for NSLP, and/or SBP, and/or SFSP, and/or CACFP included in the request for bid/proposal. Any changes made by the FSMC after the first twenty-one (21) day menu(s) may be made only with the approval of the SFA. The SFA shall approve the menus no later than two (2) weeks prior to service.

XIII. USE OF FACILITIES, INVENTORY, EQUIPMENT, AND STORAGE

- A. Without any cost or charge, the SFA will make available areas of the premises agreeable to both parties in which the FSMC shall render its services.
- B. The SFA may request of the FSMC additional food service programs. If the addition is a Child Nutrition Program not identified in the original RFP, the SFA must notify MDE prior to implementation to discuss whether the addition constitutes a material change to the contract.

This does not include the expansion of food service operations outside the confines of the school/school district, such as expansion to non-affiliated charter schools, non-public, or neighboring public schools, which were not part of the original bid (see *Information Section* of the original bid packet). The SFA may refer these entities to MDE for proper procurement procedures.

- C. Per 7 CFR 210.11, competitive food refers to all food and beverages sold to students on the school campus during the school day other than reimbursable meals under the Child Nutrition Programs.

The SFA reserves the right, at its sole discretion, to sell or dispense food or beverages provided such use does not interfere with the operation of the Child Nutrition Programs.

The FSMC and the SFA shall adhere to USDA requirements of final rules relating to competitive foods, including the Smart Snacks rule that became effective July 1, 2014.

- D. The FSMC and the SFA shall inventory the equipment and USDA Foods owned by the SFA, including, but not limited to small wares (i.e., silverware, chinaware, kitchen utensils, etc.), trays, and glassware. This will be performed at the beginning of the contract and at the beginning of each successive school year if the renewal option is utilized.
- E. The FSMC shall maintain the inventory of small wares and other operating items necessary for the food service operation and at the inventory level as specified by the SFA.
- F. The SFA will replace expendable equipment and replace, repair, and maintain non-expendable equipment, except when damages result from the use of less than reasonable care by the employees of the FSMC, unless otherwise identified on the *Cost Responsibility Detail Sheet*.
- G. The SFA will have final prior approval authority for the purchase of all equipment to be used in the storage, preparation, and delivery of school meals. Title to the property must be vested with the SFA when the equipment is placed in service by the FSMC. Upon written agreement of the parties, the purchase amount shall be amortized on a straight-line depreciation basis beginning on the date upon which the equipment is placed in service, for a length of time upon which the parties shall mutually agree. If the agreement is terminated or non-renewed for any reason prior to full amortization, the SFA may: 1) retain the property and continue to make payments in accordance with the amortization schedule, or 2) return the property to the FSMC in full release of the unpaid balance.
- H. Equipment purchases must be submitted to MDE's Fiscal and Administrative Services unit for review and approval in accordance with the stipulations set forth in MDE Food Service Administrative Memo No. 5 ([Michigan Department of Education Memo #5](#)).
- I. The FSMC shall maintain adequate storage practices, inventory, and control of USDA Foods in conformance with the SFA's agreement with MDE.
- J. The SFA shall provide the FSMC with local telephone service.
- K. The SFA shall furnish and install any equipment and/or make any structural changes needed to comply with federal, state, or local laws, ordinances, rules, and regulations.
- L. The SFA shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.

- M. All food preparation and serving equipment owned by the SFA shall remain on the premises of the SFA.
- N. The SFA shall not be responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
- O. The FSMC shall notify the SFA of any equipment belonging to the FSMC on SFA premises within ten (10) days of its placement on SFA premises.
- P. The SFA shall have access, with or without notice, to all SFA facilities used by the FSMC for purposes of inspection and audit.
- Q. The FSMC shall not use SFA facilities to produce food, meals, or services for other organizations without the approval of the SFA. If such usage is mutually agreeable, there shall be a signed agreement, which stipulates the fees to be paid by the FSMC to the SFA for such facility usage.
- R. Upon termination or expiration of the contract, the SFA shall conduct a physical inventory of all equipment and commodities owned by the SFA.
- S. The FSMC, upon termination or expiration of the contract, shall surrender all SFA equipment and furnishings to the SFA in good repair and condition.

XIV. PURCHASES

- A. The FSMC shall purchase all food and supplies at the lowest price possible consistent with maintaining quality standards and in full compliance with 7 CFR Parts 210, 215, 220, 225, 226, 245, and 250 and Office of Management and Budget (OMB) Super-Circular 2 CFR 200 (replacing Circulars A-21, A-87, A-110, A-122, and A-133; and 7 CFR Parts 3016 and 3019).
- B. This contract shall not prevent the SFA from participating in food consortia. If the SFA does purchasing, the FSMC may not limit SFA selection of vendors to only FSMC-approved vendors.

XV. SANITATION

- A. The FSMC shall place garbage and trash in containers in designated areas as specified by the SFA.
- B. The SFA shall remove all garbage and trash from the designated areas.
- C. The FSMC shall clean the kitchen and dining room areas as indicated on the *Cost Responsibility Detail Sheet*.

- D. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to cycling.
- E. The SFA shall clean ducts and hoods above the filter line.
- F. The SFA shall provide extermination services as needed.
- G. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

XVI. LICENSES, FEES, AND TAXES

- A. The FSMC shall be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, and payroll and withholding taxes for FSMC employees. The FSMC shall hold the SFA harmless for all claims arising from payment of such taxes and fees. The extent of responsibility is designated in the cost responsibility attachment of this document.
- B. The FSMC shall obtain and post all licenses and permits as required by federal, state, and/or local law.
- C. The FSMC shall comply with all SFA building rules and regulations.

XVII. INSURANCE AND INDEMNIFICATION

- A. The FSMC shall obtain and keep in force during the term of this Agreement, for the protection of the SFA and FSMC, and naming the SFA as an additional insured, Comprehensive General Liability Insurance to include, but not limited to, Personal Injury Liability, Property Damage Liability, Contractual Liability, and Products Liability, covering only the operations and activities of the FSMC under this agreement. Minimum coverage shall be \$1,000,000 per incident/per person.
- B. A Certificate of Insurance of the FSMC's insurance coverage, indicating the specified amounts, must be submitted at the time of award. The FSMC shall provide the SFA copies of all applicable insurance policies at the time of award. All insurance required as a result of a response to this RFP shall provide that the insurer will provide notice of cancellation directly to the SFA thirty (30) days before such cancellation occurs.

- C. The SFA shall keep its buildings, including the premises and all property contained therein, insured against loss or damage by fire, explosion, and similar casualties.
- D. The FSMC shall provide worker's compensation and unemployment insurance for its employees as specified in the *Cost Responsibility Detail Sheet*.
- E. The FSMC shall indemnify and hold harmless the SFA, or any employee, director, or agent of the SFA from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property, resulting from the FSMC's acts, or omissions, willful misconduct, or breach of the FSMC's obligations under the Agreement by the FSMC and its agents, servants, or employees, or other persons under its supervision or direction.
- F. The FSMC shall not be required to indemnify or hold harmless the SFA from any liability or damages arising from the SFA's sole acts or omissions.

XVIII. PROPRIETARY INFORMATION

- A. During the term of the contract, the FSMC may grant to the SFA a non-exclusive right to access certain proprietary materials of the FSMC, including, but not limited to, signage, operating or other manuals, recipes, menus and meal plans, and computer programs relative to or utilized in the FSMC's business or the business of any affiliate of the FSMC.
- B. To the extent permitted by law, the SFA shall not disclose any of the FSMC's proprietary information or other confidential information, directly or indirectly, during or after the term of the Agreement. The SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the agreement.
- C. The SFA agrees that all proprietary computer software programs, marketing, and promotional literature and materials used by the FSMC and the SFA's premises in connection with the food services provided by the FSMC under this Agreement shall remain the property of the FSMC.

- D. Upon termination of the contract, all use of trademarks, service marks, and logos owned by the FSMC or licensed to the FSMC by third parties shall be discontinued by the SFA, and the SFA shall immediately return to the FSMC all proprietary materials.
- E. The FSMC acknowledges that, during this contract, the FSMC shall have access to business systems, techniques, and methods of operation developed at great expense by the SFA. The FSMC recognizes these to be unique assets of the SFA's business. The FSMC agrees to keep such information confidential and shall not disclose such information directly or indirectly during or after the term of this contract.

XIX. NON-DISCRIMINATION

The parties to this contract agree not to discriminate against any employee, applicant for employment, student, or other recipient of services under this contract due to race, color, religion, sex, national origin, age, height, weight, disability, marital status or veteran status, or other legally protected classification. Breach of this section shall be regarded as material breach of this contract.

XX. EMERGENCY CLOSING

- A. The SFA shall notify the FSMC of any interruption in utility service of which it has knowledge.
- B. The SFA shall notify the FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

XXI. TERM AND TERMINATION

- A. This contract shall become effective on July 1, 2023, or upon written acceptance of the contract by the Michigan Department of Education, whichever occurs last, and terminate on June 30, 2024, with up to four (4) one-year renewals with mutual agreement between the SFA and the FSMC. [7 CFR 210.16 (d)]

Per 7 CFR 250.53 (a)(12), contract extensions or renewals are contingent upon the fulfillment of all contract provisions relating to USDA Foods.

- B. The SFA or the FSMC may terminate the contract with or without cause by giving sixty (60) days written notice.

- C. Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

XXII. NON-PERFORMANCE BY FSMC

- A. In the event of the FSMC's non-performance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.
- B. The FSMC shall pay to the SFA the full amount of any meal overclaims and fees associated with those overclaims, which are attributable to the FSMC's negligence, including those overclaims and associated fees based on review or audit findings that occurred during the effective dates of the original and renewal years of the contract.

XXIII. CERTIFICATIONS

- A. The FSMC shall comply with the mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).
- B. The FSMC shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. §§ 327-330, as supplemented by the Department of Labor regulations, 29 CFR, Part 5. Under Section 103 of the Act, the FSMC shall be required to compute the wages of every laborer based on a standard workday of eight (8) hours and a standard workweek of forty (40) hours. Worked hours more than the standard workday or standard workweek is permissible provided that the worker is compensated at a rate of not less than 1.5 times the base rate of pay for all hours worked over eight (8) hours in any calendar day or forty (40) hours in any workweek.
- C. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations 41 CFR Part 60. The FSMC shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a).

- D. The program applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.); 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities; all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR Part SO.3 and 42; FNS directives and guidelines, to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the program applicant receives federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement; the Michigan Elliott-Larsen Civil Rights Act; and the Michigan Persons with Disabilities Civil Rights Act.

By accepting this assurance, the Program applicant agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Program applicant, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Program applicant.

- E. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food products with federal funds [7 CFR Part 210.21(d), 220.16(d), and 250.17(e)]. If the Buy American provision cannot be fulfilled, documentation of an exception must be kept.
- F. Where applicable, the SFA or FSMC shall take affirmative steps to ensure small and minority businesses are solicited whenever they are potential sources and to use the services and assistance of the Small Business Administration and Minority Business Enterprise of the Department of Commerce as required (2 CFR 200.321).

- G. Where applicable to contracts more than \$2,500 that involve the employment of mechanics or laborers, the Sponsor and Contractor shall comply with section 103 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 330).
- H. The FSMC has signed the following certifications and attached to this RFP:
1. Attachment B - Certificate of Independent Price Determination (also must be signed/dated by SFA prior to submission to MDE for approval)
 2. Attachment C - Suspension and Debarment Certification
 3. Attachment D - Clean Air and Water Certificate
 4. Attachment E – Disclosure of Lobbying Activities
 5. Attachment F - Certificate of Compliance with Public Act 517 (Iran Economic Sanctions Act)

XXIV. USDA NON-DISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, [USDA Program Discrimination Complaint Form](#), which can be obtained at [USDA Discrimination Complaint Form](#) from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the Complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Fax: (202) 690-7442

Email: program.intake@usda.gov

This institution is an equal opportunity provider.

XXV. MISCELLANEOUS

- A. Except as otherwise expressly stated, this contract shall be construed under the laws of the State of Michigan. Any action or proceeding arising out of this contract shall be heard in the appropriate courts within the State of Michigan.
- B. The FSMC shall comply with the provisions of the bid specifications, which are hereby in **all respects made a part of this contract**.
- C. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA and notification to MDE prior to implementation.
- D. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- E. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
- F. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
- G. The SFA shall be responsible for ensuring the resolution of program review and audit findings.
- H. This contract is subject to review and approval by the Michigan Department of Education

SECTION 4: SCOPE OF SERVICES – As provided by Ottawa County, Sheriff’s Office for Food Service at Ottawa County Jail

A. SCOPE AND PURPOSE

1. The Ottawa County Jail is able to house approximately 462 inmates.
2. The FSMC shall be an independent contractor and, except as otherwise expressly stated herein, not a County agent or representative. The employees of the FSMC are not employees of the County. All FSMC employees shall remain directly accountable to the FSMC for the duration of this contract. Except as otherwise expressly stated, in this agreement, the FSMC has the sole responsibility and authority to hire, assign, supervise, evaluate, and discipline any personnel assigned by it in the performance of this contract. The FSMC will deliver high quality food service that can be audited against established nutritional and health standards.
3. Contractor Responsibilities – Kitchen Operations
 - a. Menu supervision, including annual review by registered dietitian in accordance with the requirements of the Michigan Department of Corrections. The FSMC must provide with their proposal a twenty-one-day menu, complete with nutritional analysis. No proposal will be considered that doesn’t provide the menu upon which the cost of service is calculated together with the “as served” portion sizes of each menu item.
 - b. Line operation supervision
 - c. Employment and supervision of appropriate staff.
 - d. Inmate workers may be included in part of the FSMC’s staffing plan. However, if included, the FSMC will provide information on how many inmate workers are required and the FSMC’s training program that is provided to the inmate workers.
 - e. In all cases Correctional Facility personnel and/or inmate trustees will be responsible for food delivery to inmates. In all cases, the Ottawa County Sheriff or his designee must approve all on-site employees. The Sheriff or his designee may also require that an employee be moved from the facility without stating cause.
 - f. Purchasing of foods and supplies. All food items purchased will be received, examined, and stored in accordance with public health requirements and regulations of the U.S. Food and Drug Administration (FDA) Food Code.

- g. Sanitation and cleanliness of kitchen and equipment.
 - h. Meet requirements of the Michigan Department of Corrections, the Michigan Public Health Code, as administrated by the Ottawa County Department of Public Health and the Ottawa County Sheriff's Office – the Sheriff or their designee(s).
 - i. Quarterly evaluations by food service supervisory staff to verify adherence to the established basic daily servings.
 - j. Daily recording of cooler/freezer temperatures.
4. Contractor Responsibilities – Inmate Food Services
- a. The FSMC shall prepare and serve three (3) inmate meals per day for each day of the calendar year. Meals shall be served at regular mealtimes during each 24-hour period with no more than 14 hours between the evening meal and breakfast, except during an emergency when it is not possible to serve a meal. Hot food must be offered at least at two of the daily meals served, except in an emergency, including when proper food temperatures cannot be maintained. Food shall not be served after the best used by or manufacturer's expiration date. Food that is dated after the best used by or manufacturer's expiration date shall not be stored within the facility.
 - b. A meal schedule shall be mutually agreed upon between the FSMC and the Ottawa County Correctional Facility staff unless extenuating circumstances exist. Necessary changes in the menu should be made in writing and when substitutions occur, a copy of the menu substitution will be provided.
 - c. All menus and all meals as actually served are to satisfy the nutritional and caloric recommendations set forth in the dietary reference intakes approved by the National Research Council. The current edition of "The Dietary Guidelines for Americans" by the United States Department of Health and Human Services and Department of Agriculture shall be followed for menu planning OR all menus and all meals as actually served must meet American Correctional Association Nutritional and Calorie Requirements and all local, state, and federal guidelines. Contractors are to state in their proposal which nutritional and caloric recommendations they will be following and why.
 - d. Inmates will be permitted to abstain from any foods that violate their religious tenets. Religious menus shall be developed, and religious meals provided as necessary. Vendor shall ensure religious meals training is developed and provided to offenders and correctional staff.

- e. Therapeutic/special diets shall be available to inmates as prescribed by the jail Medical Director or their designee. All therapeutic/special diets shall be nutritionally adequate and based on the standards outlined by a qualified dietician. Foods served to those inmates must meet requirements for their prescribed therapeutic/special diets. Menus for these diets must be written and approved by a Registered Dietitian and in consultation with the jail medical provider. A system shall be put into place for jail medical staff to communicate special diet needs to the jail food provider.
 - f. The FSMC shall warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable (140F hot or 45F cold), and visibly pleasing, complete with condiments (dressing, sugar, salt, pepper, ketchup or mustard where indicated).
5. Contractor Responsibilities – Health Certifications
- a. The County shall maintain all applicable health certifications on its facilities and shall ensure that all state and local regulations are being met by the FSMC preparing or serving meals at any County facility.
 - b. The FSMC shall maintain for the duration of the contract state and/or local health certifications for any facility outside the County in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract.
6. Contractor Responsibilities – Books and Records
- a. The FSMC shall maintain such records (supported by invoices, receipts, or other evidence).
 - b. The FSMC shall submit monthly bills/invoices in a format approved by the County no later than 15 calendar days of the succeeding month in which services were rendered.
7. Contractor Proposal
- a. The FSMC shall include in their proposal a description methodology of determining the meal count used to arrive at a number for accurate billing.
 - b. The “turn-key” operation proposal must include all food items, food service items, janitorial/cleaning supplies and a staffing plan. In addition, a contingency plan, in case of power outages or other disruptions must be prepared by the FSMC.

- c. Proposals are to include pricing for the following meals:

Inmate Breakfast (Grab and Go)

Inmate Lunch

Inmate Dinner

Inmate Snack

Inmate Sack Lunch

Inmate Sack Dinner

Officer Meals

Example with price of an Inmate Religious menu

Example with price of an Inmate Therapeutic/Special Diet menu

The FSMC must provide with their proposal a twenty-one-day menu, complete with nutritional analysis. No proposal will be considered that doesn't provide the menu upon which the cost of service is calculated together with the "as served" portion sizes of each menu item.

- d. The FSMC shall include in the proposal its policies for serving special meals on holidays for inmates. Proposed menus shall be identified. All such meals will be provided at contract rates. Four (4) holiday meals shall be provided annually, including July 4th, Thanksgiving, Christmas and New Year holidays.
- e. The FSMC shall include in the proposal, based on their experience in food service, information and pricing on commonly requested meals/food that may be provided upon request. FSMC must also provide information on the system to communicate a request for said meals/foods.

In the event a new FSMC is awarded, and in order for there to be no disruption of this critical service, the current Ottawa County FSMC will be requested to coordinate/develop a transition plan for the continuity of service until a final date of services is determined.

8. Contractor Pricing

Pricing is to be firm for a 365-day period ("Pricing Period). The first period begins on the Effective Date. Adjustments may be requested in writing by either party and will take effect no earlier than the next contract renewal. The contract shall be for an initial term of one year effective on July 1, 2023, and ending June 30, 2024, with up to four (4) one-year renewals, with mutual agreement between the Ottawa County Sheriff's Office and the FSMC.

The FSMC has the option to request a price increase thirty (30) days prior to each renewal term. Information to be provided in such a request is to include methodology used in determining increase (Consumer Price Index, Staffing changes/pay increases, higher material/food costs etc.). Approved price increases will be reflected in an endorsed amendment to the contract.

B. PRISON RAPE ELIMINATION ACT (PREA) REQUIREMENTS

Every contractor and volunteer working in the Ottawa County Adult Correctional facility or court holding facilities will be required to abide by the (PREA) Prison Rape Elimination Act, which was signed into law in 2003, and the final regulatory standards to implement (PREA) went into effect on August 20, 2012.

(PREA) is intended to address the detection, prevention, reduction and prosecution of sexual harassment and sexual assault in all correctional facilities.

The Ottawa County Sheriff's Office has implemented a zero-tolerance policy relating to sexual violence in custody and recognizes offenders who are sexually harassed or abused as victims of a serious crime. The department immediately responds to allegations, fully investigates all reported incidents, pursues disciplinary action, and refers those who perpetrate such conduct for investigation and prosecution.

Standard 115.377 states that any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with residents and shall be reported to law enforcement and relevant licensing bodies, where applicable. Other violations of the agency's sexual abuse or harassment policies could result in remedial measures and prohibition of further contact with residents when appropriate.

Every contractor and volunteer as defined above, working in the Ottawa County Jail or court holding facilities will be required to provide documentation that they have successfully completed a law enforcement agency approved (PREA) training session, and or attends a training session offered by the Ottawa County Sheriff's Office prior to being allowed to work in any of the confinement facilities within Ottawa County.

SECTION 5: GENERAL TERMS AND CONDITIONS – As provided by Ottawa County

EXCEPT AS OTHERWISE EXPRESSLY STATED, THE FOLLOWING SHALL APPLY

Bid Protest Procedure

Protest of proposal specifications or procedure (pre-award): Protests about the proposal specifications or procedure must be submitted in writing. The pre-award protest must be received by the Ottawa County Fiscal Services Department, located at 12220 Fillmore Street, West Olive, MI 49460. This written protest must be received by the County no later than five (5) days prior to due date of the solicitation. The County must issue a decision response forty-eight hours from the date and time the protest was received.

Protest of Bid/RFP award: Any vendor may protest the award of a bid/RFP. All protests must be submitted in writing and shall clearly state the reasons for protest. The written protest must be Ottawa County Fiscal Services Department, located at 12220 Fillmore Street, West Olive, MI 49460. This written protest must be received by the County no later than ten (10) business days after notification to all bidders of the contract award decision. The County must issue its written decision no more than ten (10) business days from the day the written protest was received. The decision will evaluate the merits of the protests and respond accordingly in writing to the vendor.

Conflict of Interest

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest."

Default

If Vendor defaults on the resulting contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend vendor from receiving future solicitations.

Equal Employment and Opportunity

Every contract or purchase order issued by the County is entered into under provisions requiring the contract, subcontractor or vendor not to discriminate against any employee or applicant for employment because of his/her race, religion, sex, color, national origin, height, weight, familial status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Contractors and their subcontractors, as required by law, will not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, familial status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Vendor will adhere to applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

Force Majeure

Neither party to the resulting agreement will be held responsible for delay or default caused by fire, flood, civil disobedience, court order, labor dispute, acts of God and/or was which is beyond that party's reasonable control. If either party is unable wholly or in part to carry out its obligations under any resulting agreement, then such party will give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event. Such non-performance will not constitute grounds for default.

Insurance

Vendor will provide proof of the following coverages: worker's compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages will protect the vendor, and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of work performed or products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.

Material Safety Data Sheets

All County purchases require a Material Safety Data Sheet (MSDS) where applicable in compliance with MIOSHA "Right to Know" Law. Vendor will forward all relevant Material Safety Data Sheets to the designated County Representative upon request.

Payment Terms

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties.

Right to Audit

The Vendor will maintain such financial records and other records as may be prescribed by Ottawa County or by applicable federal and state laws, rules, and regulations. The Vendor will retain these records for a minimum period of three years after final payment, or until they are audited by the County of Ottawa, whichever event occurs first. These records will be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Ottawa County, its designees or other authorized bodies.

Safety

All Contractors and Subcontractors performing services for the County are required to and will comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around work site area under this Contract.

Tax Exempt Entity

The County is exempt from Federal Excise and State Sales Tax. Do not include such taxes in the proposal. The County will furnish the successful proposer with tax exemption certificate when requested.

Warranty

Vendor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for the intended use. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.

**ATTACHMENT A – ATTESTATION SHEET
FSMC FIXED PRICE RFP**

By submission of this bid, the Food Service Management Company (FSMC) acknowledges that it has carefully examined all terms and conditions set forth in the FSMC Fixed Price Request for Proposal/Contract Solicitation issued by the **Ottawa Juvenile Detention Center** (School Food Authority) on **Monday, April 17, 2023**. The FSMC acknowledges that it has made examinations and verifications and is fully conversant with all conditions under which services are to be performed for the School Food Authority. No claims for additional compensation will be considered and no contractual amendments will be executed due to the successful bidder's failure to be so informed.

The FSMC acknowledges that the School Food Authority reserves the right to reject any bid(s) when it is in the recipient's interest to do so. Awards will be made to the bidder whose bid or offer is responsive to the solicitation and is most advantageous to the recipient.

Negligence in the preparation or presentation of, errors in, or omissions from bids shall not relieve the FSMC from fulfillment of the obligations and requirements of the proposed contract. Once a contract is executed, the FSMC shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent, or employee of the School Food Authority, or any other person.

By submitting a bid, the FSMC agrees to execute a contract with the School Food Authority and to perform services in accordance with the finalized contract documents.

Signature of FSMC Representative

Name of FSMC

Printed Name of FSMC Representative

Date

ATTACHMENT B – CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the School Food Authority (SFA) and Food Service Management Company/Vendor (offeror) shall execute this Certificate of Independent Price Determination.

Ottawa County Juvenile Detention Center (SFA) and Food Service Management Company/Vendor (see below)

- A. By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor.
 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the offeror certifies that:
1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A1 through A3 above; or
 2. He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A1 through A3 above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A1 through A3 above.

To the best of my knowledge, this offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Signature of Food Service Management Company/Title Vendor's Authorized Representative	Date
--	------

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative/Title	Date
--	------

ATTACHMENT C – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS:

1. By signing and submitting this form, the prospective lower tier participant is providing the certification in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check for Excluded Parties on the System for Award Management at <https://www.sam.gov/portal/public/SAM/>.

ATTACHMENT C – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (CONTINUED)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 7 CFR Part 3017, Subpart C, Responsibilities of Participants Regarding Transactions.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Food Service Management Company/Vendor

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT D – CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company/Vendor (offeror) shall execute this Certificate.

Ottawa County Juvenile Detention Center (SFA) and Food Service Management Company/Vendor (see below)

THE OFFEROR AGREES AS FOLLOWS:

To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c- 6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c- 7(d)).

ATTACHMENT D – CLEAN AIR AND WATER CERTIFICATE (CONTINUED)

The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating era, location or sites of operations, owned, leased, or supervised by the Food Service Management Company.

Signature of Food Service Management Company/Title
Vendor's Authorized Representative

Date

ATTACHMENT E – NOTICE TO APPLICANTS - CERTIFICATION/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their sub-tier contractors and/or subgrantees) will be prohibited from using federal funds, other than profits from a federal contract, for lobbying Congress and any federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their sub-tier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their sub-tier contractors or subgrantees will pay with profits or non-appropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- You are prohibited from using appropriated funds (other than profits from federal contracts) on or after December 23, 1989, for lobbying Congress and any federal agency in connection with a particular contract, grant, cooperative agreement, or loan.
- You are required to execute the attached certification at the time of submission of an application or before any action more than \$100,000 is awarded.
- You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, Federal Register (pages 6736-6746).

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

**ATTACHMENT E – NOTICE TO APPLICANTS - CERTIFICATION/DISCLOSURE
REQUIREMENTS RELATED TO LOBBYING (CONTINUED)**

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Food Service Management Company/Vendor

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

**ATTACHMENT F – CERTIFICATE OF COMPLIANCE
MICHIGAN PUBLIC ACT NO. 517 OF 2012
IRAN ECONOMIC SANCTIONS ACT**

Ottawa County Juvenile Detention Center (SFA) and Food Service Management Company/Vendor (see below)

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the School Food Authority's (SFA) Request For Proposal (RFP), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the SFA as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the SFA's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on an RFP for three (3) years from the date it is determined that the person has submitted the false certification.

Signature of Food Service Management Company/Vendor's Authorized Representative

Title

Date

ATTACHMENT G – AUTHORIZED REQUEST FOR REFERENCES

Provide (3) three references from projects or services provided that are similar in size and/or scope, preferably from other governmental/municipal, and/or other community-based organizations. By providing the references below, Vendor authorizes any person contacted to give the County any and all information concerning work experience or performance and releases all parties from all liability for any damage that may result from furnishing the same to the County. Please do NOT include Ottawa County as a reference.

Reference 1			
Customer Name		Contact Person	
Contact Number		Contact Email	
Project Description			

Reference 2			
Customer Name		Contact Person	
Contact Number		Contact Email	
Project Description			

Reference 3			
Customer Name		Contact Person	
Contact Number		Contact Email	
Project Description			



**ATTACHMENT H – PROPOSAL PRICING FORM FOR OTTAWA COUNTY
SHERIFF’S OFFICE**

The Undersign hereby agrees to perform all work in accordance with the specifications, terms, and conditions for the costs as described. Please provide the following information for food service management services at the Ottawa County Jail:

1. Provide a description of the methodology of determining the meal count used to arrive at a number for accurate billing:

2. Confirm the following:

The “turn-key” operation proposal submitted includes all food items, food service items, janitorial/cleaning supplies and a staffing plan. Yes No

The contingency plan, in case of power outages or other disruptions has been provided in the proposal submitted. Yes No

The proposal submitted includes a twenty-one-day menu complete with nutritional analysis, proposal includes information on the nutritional and caloric recommendations that will be followed and “as served” portion sizes of each menu item. Yes No

The proposal submitted includes examples with pricing of an Inmate Religions Menu. Yes No

The proposal submitted includes examples with pricing of an Inmate Therapeutic / Special Diet Menu. Yes No

**ATTACHMENT H – PROPOSAL PRICING FORM FOR OTTAWA COUNTY
SHERIFF’S OFFICE (continued)**

3. Proposed Pricing for the following meals:

(Note: pricing provided below is vendors’ proposed pricing for food service management at the Jail for the Sheriff’s Office. Vendors must also complete tabs 16, 17, 18 in the Information Section for proposed pricing for food service management at the Juvenile Detention Center.)

Inmate Breakfast (Grab and Go): _____

Inmate Lunch: _____

Inmate Dinner: _____

Inmate Snack: _____

Inmate Sack Lunch: _____

Inmate Sack Dinner: _____

Officer Breakfast: _____

Officer Lunch _____

Office Dinner: _____

- 4. Provide information / policies for serving special meals on holidays for inmates. Proposed menus shall be identified. All such meals will be provided at contract rates. Four (4) holiday meals shall be provided annually, including July 4th, Thanksgiving, Christmas, and New Year holidays.**

**ATTACHMENT H – PROPOSAL PRICING FORM FOR OTTAWA COUNTY
SHERIFF’S OFFICE (continued)**

5. Provide, based on your experience in food service, information and pricing on commonly requested meals/food that may be provided upon request. Provide information on the system used to communicate a request for said meals/foods.

6. **OTHER INFORMATION** – Include any other information that would be helpful to the County.

BY: _____
(Signature of Authorized Representative)

Date

(Printed Name and Title of Authorized Representative)

Company Name (and Legal Name) for Business



Ottawa County

CONFLICT OF INTEREST

I. POLICY

The residents of the County of Ottawa are entitled to have complete confidence in the integrity of the employees of the County. Therefore, employees of the County of Ottawa shall at all times maintain a high level of ethical conduct and avoid conflicts of interest in connection with the performance of their duties for the County of Ottawa.

It is expected that employees will use sound judgment at all times in avoiding actions or commitments that might create conflicts of interest, or that might interfere with or do harm to the County of Ottawa's completion of its governmental duties and functions.

Employees shall avoid any action that may result in, or create the appearance of:

- A. Using their positions for personal gain (whether their own or that of others with whom they are associated in a personal, family, or business relationship).
- B. Giving improper preferential treatment to any person.
- C. Impeding efficiency or economy.
- D. Losing independence or impartiality.
- E. Making a work-related decision that affects, involves, or binds the County of Ottawa outside of official channels or prescribed procedures.
- F. Adversely affecting the confidence of residents, customers, vendors, or suppliers in the integrity of the County of Ottawa or its operations.

II. STATUTORY REFERENCES

None

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

Board of Commissioners Resolution Number and Policy Adoption Date:

Board of Commissioners Resolution Number and Policy Review Date:

Name and Date of Last Committee Review: Planning and Policy Committee December 11, 2014

Last Review by Internal Policy Review Team: October 7, 2021



Ottawa County

IV. PROCEDURE

A. Engaging in Outside Employment

1. A conflict of interest can arise when an employee is involved in activity for personal gain, which for any reason is in conflict with the County of Ottawa's governmental duties and functions. A conflict of interest can also arise when an employee helps someone else with whom the employee has a personal, family, or business relationship to benefit as a result of dealings with the County of Ottawa. This can include engaging in, preparing to engage in, or assisting anyone else in engaging in work or business for personal gain outside of the job. "Personal gain" will usually mean some sort of financial gain; obviously, the pleasure or personal satisfaction one derives from doing charitable or volunteer work does not constitute "personal gain." If an employee does perform outside work, he/she has a special responsibility to avoid any conflict with the fulfillment of the County of Ottawa's governmental duties and functions.
2. An employee cannot solicit or perform in competition with the goods, services, or programs provided by the County of Ottawa. Outside work cannot be performed on the County of Ottawa's time, nor can it be performed on personal time off when in violation of the intent of this policy. Employees may not use the County of Ottawa's equipment, materials, resources, or inside information for outside work. Employees may not solicit business or clients or perform outside work on the County of Ottawa's premises.
3. Employees shall not engage in, solicit, negotiate for, or promise to accept outside employment, render services for outside interest, or conduct outside business when such activity, employment service, or business creates a conflict with, appears to conflict with, or impairs the proper discharge of the employee's duties and responsibilities.
4. Employees must be free of any significant investment or association of their own or of their immediate family in other firms, competitors, vendors, or suppliers that might interfere with, or be thought to interfere with, the independent exercise of their judgment in the best interest of the County of Ottawa. What constitutes a "significant investment" or "association" will have to be determined on a case by case basis. However, if there is any question or doubt at all, the employee is encouraged to disclose the matter and consult with his/her department head and/or the County Administrator or assume that the investment or association is significant enough to create a conflict or the appearance thereof.



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B. Gifts, Entertainment and Favors

1. Employees shall not directly solicit any gift or accept or receive any gift, whether in the form of money, services, loan, travel, entertainment, hospitality, promise, or any other form, under circumstances which it could:
 - a. Reasonably be inferred that the gift was intended to influence the employee;
 - b. Reasonably be expected to influence the employee in the performance of his job responsibilities; or
 - c. Reasonably be inferred that the gift was intended as a reward for any actions taken as a part of his job.
2. In the event that any employee is the unwitting, involuntary recipient of a gift or item of value (e.g., something mailed to him at the office or home), he/she is to turn the gift or item of value over to his/her department head and/or the County Administrator immediately.

C. Misuse of Information

1. For the purpose of furthering their own personal interest or the interest of anyone else with whom they might have a personal, family, or business relationship, employees shall not directly or indirectly disclose, use, or allow the use of any information they have through, or in connection with, their jobs. The exception is information that is generally and publicly available on an equal basis to everyone else with an interest in it.

D. Prohibited Financial Interest

1. Employees shall not:
 - a. Have a direct or indirect financial interest that conflicts with, or appears to conflict with, their duties and responsibilities as employees of the County of Ottawa; or
 - b. Directly or indirectly engage in a financial transaction based on information obtained through their employment.
 - c. No employee or agent of the County shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:



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- 1). The employee, officer, or grant;
 - 2). Any member of his or her immediate family;
 - 3). His or her partner; or
 - 4). An organization, which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.
- d. No employee or agent will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or suppliers.

E. Disclosure

1. Whenever any situation comes to an employee's attention that appears to be covered by this policy, the employee shall promptly disclose the matter to his/her department head. Disclosure must be full and complete. The employee and his/her department head will seek the advice and counsel of the County Administrator or the Human Resources Department to determine whether the situation is covered by the policy, and if so, what the appropriate course of action is.
2. Under no circumstances should a person who has authority over another unilaterally, arbitrarily, or subjectively make the sole decision as to whether a given situation constitutes a conflict of interest. Nor should a person in a position of authority, without first conferring with higher management, order a subordinate to take or refrain from taking any particular action. In the event that prompt consultation is not possible, matters should be temporarily put aside until a decision can be made.
3. Once an employee has made full and fair disclosure of his actual, potential, or perceived involvement in a given transaction, the County of Ottawa may decide to:
 - a. Permit the employee to remain involved in the transaction, with full and complete disclosure to all parties and affected persons;
 - b. Remove the employee entirely from any role, involvement, or decision-making authority whatsoever in the transaction;
 - c. Allow the employee to choose between eliminating the circumstances that are causing or creating the conflict or withdrawing all together from any involvement in the subject transaction; or



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- d. Take any other action it deems prudent and appropriate under the circumstances. Resolution of the problem shall be solely the decision of the County of Ottawa.

F. Discipline:

1. Violation of or failure to comply with this policy or any component thereof shall be grounds for disciplinary action up to and including termination from employment.

G. Policy Construction:

1. This policy shall be construed liberally, so that any doubts or questions about whether a conflict exists shall be resolved in favor of a presumption that a conflict does exist, unless found to the contrary after due disclosure, investigation, and deliberation.
2. This policy shall also be construed to give equal weight to each and every one of its provisions. Provisions shall be read in harmony, and every effort will be made to interpret and apply the policy in a way that avoids internal contradictions or inconsistencies and does not void any part of the policy for the sake of giving weight to any other part.

V. REVIEW PERIOD

The Internal Policy Review Team will review this Policy at least once every two years and will make recommendations for changes to the Planning & Policy Committee.



RFP 23-19 ATTACHMENT J

Ottawa County

PURCHASING POLICY

I. POLICY

All departments, agencies and county funded activities (“Funded Units”) are subject to this Policy. Ottawa County is committed to excellence and the delivery of cost-effective public services that properly respect value of public tax dollars. To accomplish these objectives, the County engages in purchasing activities that are fair, open and equitable and implement procedures designed to support and maintain an efficient procurement system of cross-departmental collaboration, innovation, quality and integrity for all Funded Units. This policy focuses on the acquisition of goods and services for county funded operations and is to work in conjunction with the County’s Contracting Authorization and Form Policy.

II. STATUTORY REFERENCES

The Board of Commissioners may establish such rules and regulations regarding the business concerns of the County as the Board considers necessary and proper. See: MCL §46.11(m); Act 156 of Public Acts of 1851, as amended. See also, §MCL 205.54(7); Act 167 of Public Acts of 1933. and the Michigan Sales and Use Tax Rule, 1979 MAC Rule 205.79

III. COUNTY LEGISLATIVE OR HISTORICAL REFERENCES

The original Board Policy on this subject matter was adopted on 05/23/95.

Board of Commissioners Resolution Number and Policy Adoption Date: March 24, 2020

Board of Commissioners Review Date and Resolution Number:

Name and Date of Last Committee Review: Planning and Policy Committee, March 17, 2020

Last Review by Internal Policy Review Team: February 13, 2020



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IV. PROCEDURE

A. APPLICATION

1. This policy applies to the procurement of all goods and services for Ottawa County Funded Units, which include the County's constituent departments, agencies, and the courts and other activities that receive County appropriations.
2. All purchasing activities and procedures will comply with all federal, state and local laws, as well as any applicable funding regulations.
3. The Board of Commissioners appropriates amounts sufficient for the reasonable and necessary operations of County Funded Units for each fiscal year. Each Funded Unit is responsible to manage and maintain a budget for goods, services or construction purchased by or on their behalf.
4. The County Administrator ("Administrator") oversees and authorizes the Fiscal Services Director and Purchasing Manager to direct all County functions related to the purchase of goods, services and construction.
5. This Policy shall be administered by the Purchasing Division of the Fiscal Services Department.

B. VALUES

1. **Best Business Practice:** The County conducts procurement transactions based on best practice standards of the National Institute of Government Procurement and the American Bar Association Model Procurement Code for State and Local Governments with an emphasis on departmental expertise and a commitment to quality.
2. **Effective, Standardized Processes:** The County maintains standardized procurement processes to support efficient organizational operations, enhance economies of scale, and promote cross-departmental collaboration.
3. **Employee Training:** The County supports employee training and education appropriate to the level of delegated procurement authority and responsibility. Training materials and Standard Operating Procedures ("SOPs") will be maintained by the Purchasing Division.



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4. **Fair, Open and Equitable Competition:** The County conducts procurement transactions by fair and open competition to reduce the opportunity for favoritism and to inspire public confidence that purchases are equitable and economical. The Purchasing Manager, in collaboration with Funded Units, will oversee the fair and equitable treatment of existing and potential vendors in their relationships with the County.
5. **Advisory Group:** The County will maintain a Purchasing Advisory Group consisting of representatives from Fiscal Services and various Funded Units. The Advisory Group will collaborate with the Fiscal Services Department on County purchasing matters.
6. **Contracting:** Corporation Counsel oversees the contracting authorization and form process and will direct the Purchasing Manager regarding contracts resulting from County purchasing activities. Funded Units are responsible for the administration of contracts resulting from purchasing activities to ensure that a contractor is performing in accordance with the specifications, terms and conditions under which the contract was awarded.
7. **Nondiscrimination:** Every contract or purchase order issued by the County is entered into under provisions requiring the contractor, subcontractor or vendor not to discriminate against any employee or applicant for employment because of his/her race, religion, sex, color, national origin, height, weight, handicap or marital status.
8. **Ethics and Accountability:** Offering or receiving any gratuities, personal benefit, or kickback in connection with any purchasing or contracting decision violates ethical standards and the value of fair competition and is therefore strictly prohibited.
9. **Failure to Follow Policy:** The County is not responsible for the costs of goods and services ordered or purchased by any County official or employee that are not obtained in accordance with this policy. Contracts negotiated outside of this policy will be considered invalid and non-binding.
10. **Conflict of Interest:** County employees will always use sound judgement in avoiding actions or commitments that might create a conflict of interest in connection with any procurement transactions.
11. **Funded Unit Protests:** The Administrator will decide on the merits of any County department protest against any procurement decision made by the Fiscal Services Director and Purchasing Manager and that determination shall be final and conclusive. For other Funded Units, the Administrator, Corporation Counsel and Purchasing



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Manager shall meet with the chief administrative officer of the Funded Unit to resolve any purchasing and/or contractual authorization and form issues.

C. STANDARDS FOR PROCUREMENT

1. **Spend Thresholds:** The County will maintain procurement procedures that are determined by the dollar amount of the procurement, as follows:
 - a. **Purchases Less than \$2,500, or “Micro Purchase”:** These purchases do not justify the administrative time and expense necessary for a competitive solicitation process and do not require documentation of quotes. Purchase requirements will not be artificially divided in order to constitute a micro purchase.
 - b. **Purchases Between \$2,500 and \$35,000, or “Informal Solicitation”:** These purchases require a competitive price quotation or proposal for goods, services or construction in which a well-defined scope is conveyed by phone, email, or online bid system and do not require a formal sealed bid or proposal, public opening or other formalities. Purchase requirements will not be artificially divided to avoid a formal solicitation.
 - c. **Purchases greater than \$35,000, or “Formal Solicitation”:** These purchases require a competitive bid or proposal for goods, services or construction in which a well-defined scope is conveyed by public notice. Proposal submissions must be made in conformance with a prescribed format.
2. **Requisitions:** The County will maintain a procurement system utilizing requisitions for purchase authorization for all purchases except for micro purchases made by purchasing card or other immediate form of compensation.
3. **Purchase Orders:** The County will issue a purchase order (“PO”) in a form approved by Corporation Counsel to a vendor prior to the order of all goods, services or construction excluding micro purchases made by purchasing card or other immediate form of compensation. Any alteration in specifications, delivery, price, quantity, or other terms will be added to the original purchase order as a change order. A change order cannot materially alter the original scope of the procurement.
4. **Market Analysis:** While performing market analysis and research for the development of a future solicitation, the County may obtain feedback from potential vendors by public notice, as follows:



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- a. **Request for Qualifications (“RFQ”)**: The pre-screening of potential vendors in which such factors as pricing, capability, reputation and management are considered to develop a list of qualified vendors for a solicitation.
 - b. **Request for Information (“RFI”)**: A written request to obtain input from interested parties for an upcoming solicitation, including best practices, industry standards, technology issues, product specifications or other relevant information.
5. **Scope of Work / Specifications**: Specifications for all County purchases will be written to promote overall economy for the purposes intended, to encourage competition in satisfying the County’s needs and to provide a fair opportunity to all qualified vendors. This applies to any specifications prepared by County staff or prepared by others on the County’s behalf.
 6. **Purchasing Card (P-Card)**: The County will administer a purchasing card program allowing individuals who are issued a p-card to make electronic payments for discretionary micro purchases on behalf of the County. The Purchasing Manager will supervise all processes related to the p-card program.
 7. **Centralized Invoice Payment**: Invoices will be processed centrally through the Accounts Payable Division of the Fiscal Services Department upon approval by the constituent agency, department or court and in compliance with the County’s Authorization of Funds and Timing of Disbursement Policy.
 8. **Vendor Insurance**: All purchase orders or contracts issued by the County will specify vendor insurance requirements.
 9. **Contract Clauses**: All County contracts will include provisions necessary to define the responsibilities and rights of the parties to the contracts.
 10. **Emergency Procurements**: Whenever there exists an apparent threat to the public health, welfare or safety of the County, its facilities, or its residents, the Purchasing Manager may make or authorize others to make emergency procurements of supplies, services, or construction items, as directed by the County Administrator and Fiscal Services Director. In the event of an emergency activation under the Ottawa County Emergency Services Resolution, under statute P.A. 390 of 1976, Emergency purchases shall be documented in writing and are to be made with such competition as is practicable under the circumstances.



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11. **Leasing:** When there has been a determination by the Purchasing Division that leasing may be a viable financing option, or it is proposed by a requesting department or agency, a cost/benefit analysis will be conducted to determine the appropriate contracting method.
12. **Bid Security:** Bid security will be required for all competitive sealed bids/proposals for construction contracts when the cost is estimated to equal or exceed five hundred thousand dollars (\$500,000). Bid security shall be in an amount equal to at least 5% of the bid amount.
13. **Performance Bonds:** When a construction contract for fifty thousand dollars (\$50,000) or more is awarded, the proposed contractor shall furnish, at his or her own expense, a performance bond, or the equivalent in cash, in an amount equal to 100% of the contract price and a payment bond in an amount equal to not less than 25% of the contract price.
14. **Surplus Auctions and Equipment Disposition:** The Purchasing Division in coordination with Corporation Counsel will assist departments, agencies and courts with equipment disposition and the organization of surplus auctions for the purpose of providing an efficient process for the County to dispose of obsolete equipment and furnishings.

D. PROCUREMENT METHODS (SOURCING)

The Purchasing Manager, in collaboration with the Funded Units, is responsible to determine the appropriate procurement method to be used, including the following:

1. **Purchasing Card or “P-Card”:** A single purchase below the micro-purchase threshold performed at the discretion of the constituent agency, department or court to ensure best value. Individuals issued a p-card are authorized to make discretionary micro purchases on behalf of the County.
2. **Request for Quote or “RFQ”:** An informal solicitation in which a well-defined scope is conveyed by phone, email, or online system and does not require a formal sealed bid, public opening or other formalities. The RFQ solicits pricing information from several sources with award to the lowest price meeting specifications.
3. **Request for Proposal or “RFP (Informal)”:** An informal request made to potential vendors by phone, email or online system requiring a written proposal in response. Price is not the only evaluation factor. The RFP allows for the negotiation of proposed terms throughout the evaluation process prior to contract award.



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4. **Request for Proposal or “RFP (Formal)”**: A formal solicitation document distributed by public notice requiring a written proposal in conformance with a prescribed format in response. Price is not the only evaluation factor. The RFP allows for the negotiation of proposed terms throughout the evaluation process prior to contract award.
5. **Invitation to Bid or “ITB”**: The formal solicitation of a competitive, sealed bid which must be submitted in conformance with a prescribed format to be opened in public at a specific date/time. The award is made to the lowest price quoted meeting specifications as set forth.
6. **Cooperative Purchase**: The action taken when two or more departments, agencies, courts or other governmental entities combine their requirements to obtain advantages of volume purchases. Cooperative purchases may result in contracts that others may “piggyback.”
7. **Sole Source**: A situation in which only one vendor or supplier possesses a patent for the unique ability or capability to meet specific requirements of a solicitation thereby creating an inability to obtain competition.
8. **Single Source**: A procurement decision whereby a purchase is directed to one source because of standardization, warranty, compatibility or other factors, even though other competitive sources may be available. Guest speakers, honoraria, subscriptions, dues, memberships and other similar items will be treated as single source.
9. **Other Purchase**: Under very limited circumstances the Purchasing Manager may initiate a procurement when it is determined that an unusual or unique situation exists that makes the application of all other procurement methods contrary to the public interest.

RFP 23-19 ATTACHMENT K:
 SAMPLE MENUS FOR EACH
 MEAL SERVED

Ottawa County WEEK 1 Juveniles

** Note: White Milk available as Fat Free or 1%

	Breakfast	Lunch	Dinner
Sunday	Hard Boiled Eggs (2 each) WGR Bread (1 ea.) Cereal (1 cup) Jelly (1 pkt) Milk (1 cup) Juice (1/2 c.) Fruit (1/2 c)	Chili Con Carne w/Beans (1 1/2 cup) Rice brown (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) WGR Bread (2 ea.) Fruit (1/2 c.) Milk (1 cup)	Meatloaf Patty (3 oz.) 2 each Mashed Potatoes (3/4 cup) Gravy (2 oz.) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Milk (1 cup)
Monday	Scrambled Egg Patty (1 each) WGR Bread (1 ea.) Cereal (1 cup) Jelly (1 pkt) Milk (1 cup) Fruit (1/2 c) Juice (1/2)	Chicken (3 oz.) Oven Browned Potatoes (1 cup) Broccoli (1/2cup) Sweet potatoes /1/2 c) WGR Bread (2 ea.) fruit (1/2 c.) Milk (1 cup)	Hot Dogs (2 each) Baked Beans (1 cup) WGR BUNS (2 each) Ketchup (1 tsp) Mustard (1 tsp) Corn (1/2 cup) Cookie (1 each) Milk (1 cup)
Tuesday	Hard Boiled Eggs (2 each) WGR Bread (1 ea.) Oatmeal (1 cup) Jelly (1 pkt) Milk (1 cup) Juice (1/2 c) Fruit (1/2 c)	Turkey roll 3 oz and Gravy (4 oz) Rice Pilaf (3/4 cup) Squash (1/2 c) Corn (1/2 cup) WGR Bread (2 EA) Fruit (1/2 c) Milk (1 cup)	Hamburger (3 oz.) 2 each Buns (2 each) Ketchup (1 tsp) Oven Browned Potatoes (1 cup) Green Beans (1/2 cup) Cookie (1 each) Milk (1 cup)
Wednesday	Pancake (1 each) Sausage link turkey (1 each) Oatmeal (1 cup) Syrup (1 oz) Milk (1 cup) Juice (1/2 c) Fruit (1/2 c)	Pizza Casserole: Penne Pasta (3/4 cup) Meat Sauce (3/4 cup) White Cheese (1 ea.) Green Beans (1/2 cup) ½ c carrots Fruit (½ cup) Milk (1 cup) Wgr bread (2 ea.)	Nacho Chips (10 ea.) Taco Mix (1/2 cup) Pinto Beans (3/4 cup) Shredded lettuce (1/2 cup) Taco Sauce (1 tsp) Cookie (1 ea.) Milk (1 cup) Corn (1/2 c)
Thursday	Scrambled Egg patty (1each) WGR Bread (1 ea.) Cereal (1 cup) Jelly (1 pkt) Milk (1 cup) Juice (½ c) Fruit (1/2 cup)	Cold Turkey Wrap: Flour Tortilla (1-6 inch) Turkey Pieces (2 oz.) Shredded Lettuce (1/2 cup) Cheese (1 ea.) Mustard (1 ea.) Bean Soup (1 cup) Fruit ½ c) carrot sticks (½ c) Milk (1 cup)	BBQ Patty (3 oz.) Scalloped Potatoes (1 cup) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Milk (1 cup)
Friday	Hard Boiled Eggs (2 each) WGR BREAD (1 ea.) Oatmeal (1 cup) Jelly (1 pkt) Milk (1 cup) Fruit (1/2 cup) Juice (½ cup)	Spaghetti (3/4 cup) Meat Sauce (1 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Bread wheat (2 slices) Applesauce (1/2 cup) Peas (3/4 cup) Milk (1 cup)	Soft Tacos: Flour Tortillas (2-6 inch) Taco Mix (1/2 cup) Shredded Lettuce (1/2/cup) Cheese Sauce (1/4 cup) Rice (1 cup) Corn (1/2 cup) Cookie (1 each) Milk (1 cup)
Saturday	Hard Boiled Eggs (2 each) WGR Bread (1 sea.) jelly (1 pkt) Cereal (1 cup) Yogurt (1 each) Milk (1 cup) Juice (½ cup) Applesauce (1/2 cup)	Sloppy Joe (1/2 cup) Oven Browned Potatoes (1 cup) WGR Bread (2 ea.) Mix vegetables (1/2 cup) Fruit (1/2 cup) Milk (1 cup)	Beef Stroganoff (1 cup) Penne Pasta (3/4 cup) Peas (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Milk (1 cup)

Ottawa County WEEK 2 Juveniles

* Note: White Milk available as Fat Free or 1%

	Breakfast	Lunch	Dinner
Sunday	Hard Boiled Eggs (2 each) WGR Bread (1 ea.) Cereal (1 cup) Jelly (1 pkt) Milk (1 cup) Juice and fruit (½ cup)	Goulash (1 ¼ cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Mix Vegetables (3/4 cup) WGR Bread (2 ea.) Fruit (1/2 cup) Milk (1 cup)	Chicken Patty (3 oz.) 2 each Oven Browned Potatoes (1 cup) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Milk (1 cup)
Monday	Scrambled Egg (1ea) WGR Bread (1 ea.) Cereal (1 cup) Jelly (1pkt) Milk (1 cup) Juice (1/2 cup) Fruit (1/2 cup)	Salisbury Steak (3 oz.) Mashed Potato (3/4 cup) w/gravy (1 oz) broccoli (1/2 cup) WGR Bread (2 ea.) Fruit (1/2cup) Milk (1 cup)	Burrito (1 each) 5 oz Beans (1 cup) Rice (3/4 cup) Tossed Salad (1/2 cup) w/dressing (1 oz) Cookie (1 each) Milk (1 cup)
Tuesday	Hard Boiled Eggs (2 each) Bread wheat (1 slice) Cereal (1 cup) Jelly (1 pkt) Milk (1 cup) Juice and fruit (1/2 cup)	Cheese Pizza (1 slice) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Pretzels (1/2 cup) Fruit (1/2 c) corn (¾ c) with ¼ c red peppers Milk (1 cup) ½ c peas	Spanish Rice (1 ¼ cup) Corn (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Milk (1 cup)
Wednesday	Pancake (1 each) Sausage (1 each) Oatmeal (1 cup) Syrup (1 oz) Milk (1 cup) Fruit (1/2 cup) Juice (1/2 cup)	Chicken (3 oz.) Penne Pasta (3/4 cup) Green Beans (1/2 cup) WGR Bread (2 ea.) Fruit (1/2cup) Milk (1 cup) Sweet potatoes (1/2 c)	Beef Pot Pie (1 cup) Mashed Potatoes (3/4 cup) Peas (1/2cup) Biscuit (1/54 th) Cookie (1 each) Milk (1 cup)
Thursday	Scrambled Egg patty (1each) WGR Bread (1 ea.) Cereal (1 cup) Jelly (1 pkt) Milk (1 cup) Fruit (1/2 cup) Juice (1/2 cup)	Country Fried Chicken (3 oz.) w/ Gravy (1/4 oz.) Rice (3/4 cup) Tossed Salad (1/2 cup) dressing 1 oz Mix vegetables (3/4 cup) WGR Bread (2 ea.) Fruit (1/2 cup) Milk (1 cup)	Swedish Meatballs (6 each) Penne Pasta (3/4 cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) milk (1 cup)
Friday	Hard Boiled Eggs (2 each) WGR BREAD (1 ea) Cereal (1 cup) Jelly (1 pkt) Milk (1 cup) Juice (1/2 c) Fruit(1/2cup)	Hamburger (3oz) WGR Bun (1each) Ketchup (1 tsp) Baked Beans (1 Cup) Carrots (1/2 cup) Fruit (1/2cup) Milk (1 cup)	Soft Tacos: Flour Tortillas (2-6inch) Taco Mix (1/2 cup) Shredded Lettuce (1/2 cup) Cheese Sauce (2 oz) Taco Sauce (1 tsp) Rice (1/2 cup) Beans (1/2 cup) Cookie (1 each) Milk (1 cup)
Saturday	Hard Boiled Eggs (2 each) Wgr bread (1 each) jelly (1 pkt) Cereal (1 cup) Yogurt (1 each) Milk (1 cup) Juice (1/2 cup) Applesauce (½ cup)	Beef Stroganoff (1 cup) Penne Pasta (3/4 cup) Mix veg (1 c) WGR (2 ea.) Fruit (1/2 cup) Milk (1 cup)	BBQ Sauce (2 oz.) Popcorn Chicken (3/4 cup) Baked Potato Halves (2 ea) Mixed Vegetables (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Milk (1 cup)

Ottawa County WEEK 3 Juvenile

* Note: White Milk available as Fat Free or 1%

	Breakfast	Lunch	Dinner
Sunday	Hard Boiled Eggs (2 each) WGR Bread (1 ea.) Cereal (1 cup) Jelly (1 pkt) Milk (1 cup) Fruit (1/2cup) Juice (1/2 cup)	BBQ Patty (3 oz.) Scalloped Potatoes (1 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Green beans (3/4 cup) WGR Bread (2 ea.) Milk (1 cup)	Chile Mac (1 1/4 th cup) Mixed Vegetable (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Milk (1 cup)
Monday	Scrambled egg patties (1 each) WGR Bread (1 ea.) Cereal (1 cup) Jelly Milk (1 cup) Juice (1/2 cup) Fruit (1/2 cup)	Hot Beef Wrap: Flour Tortilla (1-6 inch) Lettuce (1/2 cup) Cheese (1 slice) Beef Ends (3 oz.) Mustard (1 packet) Bean Soup (1 cup) corn ½ c Pretzels (1/2 cup) Milk (1 cup)	Pizza Casserole: Penne Pasta (3/4 cup) Meat Sauce (1 cup) White Cheese (1 ea.) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 ea.) Milk (1 cup)
Tuesday	Hard Boiled Eggs (2 each) WGR BREAD (1 ea.) Oatmeal (1 cup) Brown sugar 1 Tbl Jelly (1 pkt) Milk (1 cup) Juice (1/2 cup) Fruit (1/2cup)	Meatloaf Patty (3oz) Mashed Potatoes (3/4 cup) Gravy (1/4 cup) Broccoli (1/2 cup) Fruit (1/2 c) Wgr bread (1 ea.) Milk (1 cup)	Nacho Chips (10 each) Taco Mix (1/2 cup) Shredded lettuce (1/2 cup) Cheese Sauce (2oz) Beans (1 cup) Taco Sauce (1 tsp) Cookie (1 each) Milk (1 cup)
Wednesday	Pancake (1 each) Sausage link turkey (1 each) Oatmeal (1 cup) Brown sugar 1 Tbl Syrup 1 oz Milk (1 cup) Fruit (1/2c)	Sloppy Joe (1/2 cup) Oven Browned Potatoes (1 cup) WGR BREAD (2 ea.) Carrots ¾ c Fruit (1/2 c) Milk (1 cup)	Popcorn Chicken (3/4 cup) Mashed Potatoes (3/4 cup) Gravy (1/4 cup) Corn (1/2 cup) Biscuit (1/54 th) Milk (1 cup)
Thursday	Scrambled Egg Patty (1 each) Wgr bread (1 ea.) Cereal (1 cup) Jelly (1 pkt) Milk (1 cup) Applesauce (1/2 cup) Juice (1/2 cup)	Hot Dogs (2 each) Baked Beans (1 cup) Wgr bread (2 ea.) Ketchup (1 tsp) Mustard (1 tsp) Carrots (1/2 cup) fruit (1/2 cup) Milk (1 cup)	Spaghetti (3/4 cup) Meat Sauce (1 cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Milk (1 cup)
Friday	Hard Boiled Eggs (2 each) WGR Bread (1ea.) Oatmeal (1 cup) Jelly (1 pkt) Milk (1 cup) Fruit (1/2 c) Juice (1/2 c)	BBQ Meatballs (6 each) w/ brown Rice (3/4 cup) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Corn (3/4 c cup) Fruit (1/2 c) WGR BREAD (2 ea.) Milk (1 cup)	Biscuit Gravy (¾ cup) Biscuit (1/54 th) Oven Browned Potatoes (1 cup) Sweet Oatmeal (1 cup) Cinnamon Applesauce (1/2 cup) Milk (1 cup)
Saturday	Hard Boiled Eggs (2 each) WGR Bread (1 ea.) Cereal (1 cup) Jelly (1 pkt) Milk (1 cup) Yogurt (1 each) Juice and fruit (1/2 cup)	Chicken Patty (3 oz) Brown rice (6 oz) Mix vegetables (1 cup) Sweet potatoes ¾ c WGR Bread (2 ea.) Fruit (1/2 cup) Milk (1 cup)	Beef Stroganoff (1 cup) Penne Pasta (1 cup) Peas (1/2 cup) Biscuit (1 each) Cookie (1 each) Milk (1 cup)

Ottawa County WEEK 4 Juvenile

* Note: White Milk available as Fat Free or 1%

	Breakfast	Lunch	Dinner
Sunday	Hard Boiled Eggs (2 each) Wgr Bread (1 ea) Cereal (1 cup) Jelly (1 pkt) Milk (1 cup) Fruit and Juice (1/2 cup)	Goulash (1 ¼ cup) Tossed Salad (1/2 cup) w dressing 1oz Peas (1/2 cup) Bread wheat (2 slices) Applesauce (1/2 cup) Milk (1 cup)	Chicken Tetrizzini (1 cup) Spaghetti (3/4 cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Fortified Drink (1 cup)
Monday	Scrambled eggs (1 patty) Wgr bread (1 ea) Cereal (1 cup) Jelly (1 pkt) Milk (1 cup) Juice and fruit (1/2 cup)	Cheese Pizza (1 slice) Tossed Salad (1/2 cup) w/Dressing (1 oz.) Pretzels (1/2 cup) Fruit (½ cup) carrots (3/4 c) Milk (1 cup)	Spanish Rice (1 ¼ cup) Corn (1/2 cup) Biscuit 1/54 th) Cookie (1 each) Milk (1 cup)
Tuesday	Hard Boiled Eggs (2 each) WGR BREAD (1 EA) Cereal (1 cup) Fruit (1/2 c) Milk (1 cup) Juice (1/2)	Hamburger (3oz) WGR BREAD (2 ea.) ketchup (1tsp) Oven Brown Potatoes (1 cup) Carrots (1/2 cup) Cookie (1 each) Milk (1 cup)	Burrito (1 each.) Beans (1 cup) Rice (3/4 cup) Corn (1/2 cup) Cookie (1 each) Milk (1 cup)
Wednesday	Pancakes (1 each) Sausage links turkey (1 each) Oatmeal (1 cup) 1 tablespoon brown sugar Syrup (1 oz) Milk (1 cup) fruit (1/2 cup) Juice (1/2 cup)	Macaroni and Cheese 8oz Turkey Roll (3 oz) Green Beans (1 cup) WGR BREAD (2 ea.) Fruit (1/2 cup) Milk (1 cup)	Salisbury Steak (3oz) Mashed Potatoes (3/4 cup) Mix vegetables ½ c Biscuit (1/54 th) Cookie (1 each) Milk (1 cup)
Thursday	Scrambled eggs patty Bread wheat (1 slice) Cereal (1 cup) Jelly (1 pkt) Milk (1 cup) Applesauce (1/2 cup) Juice (1/2 cup)	BBQ Patty (3 oz.) Scalloped Potatoes (1 cup) Tossed Salad (1/2 cup) w/dressing (1oz) Broccoli (1/2 cup) WGR Bread (2 ea.) Fruit (1/2 cup) Milk (1 cup)	Chicken Patty (3 oz.) Buttered Pasta (3/4 cup) Gravy (1/4 cup) Carrots (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Milk(1 cup)
Friday	Hard Boiled Eggs (2 each) Bread wheat (2 slices) Oatmeal (1 cup) Brown sugar 1 tablespoon Jelly (1 pkt) Milk (1 cup) Fruit (1/2 cup) Juice (1/2 cup)	Soft Tacos: flour tortillas (2) Taco Mix (1/2 cup) Beans (1/2c) Shredded lettuce (1/2c) corn (½ c) Cheese sauce (1/4 cup) w/taco sauce (1 oz.) Fruit (1/2 cup) Milk (1 cup)	Pancakes (2 each) w/Syrup (1/4 cup) Sweetened Oatmeal (1 cup) Scrambled Eggs (3 oz.) Cinnamon Applesauce (1/2 cup) Milk (1 cup)
Saturday	Hard Boiled Eggs (2 each) WGR BREAD (2 EA) Cereal (1 cup) Jelly (1 pkt) Milk (1 cup) Juice and fruit (1/2 cup) Yogurt (1 each)	Country Fried Chicken (3 oz.) w/ Gravy (1/4 cup) Mixed Vegetable (1/2 cup) WGR BREAD (2 EA) Fruit (1/2 cup) Milk (1 cup) Mash potatoes (6 oz)	Beef Pot Pie (1 cup) Oven Brownd Potatoes (3/4 cup) Green Beans (1/2 cup) Biscuit (1/54 th) Cookie (1 each) Milk (1 cup)

Ottawa County 9-12 Juvenile Snack Menu

	WEEK 1 and Week 3	WEEK 2 and WEEK 4
Sunday	<p><u>3PM</u> Multigrain Bar (1 ea w/1 oz eq WGR) Yogurt (1 @ 4 oz) Fortified Drink (1 cup)</p> <p><u>7PM</u> Sandwich: Meat (2 oz); Cheese (1 sl) Mustard pkt (1 ea); Bread (2 sl) 100% Juice or Fruit (1/2 cup or 1 ea)</p>	<p><u>3PM</u> WGR Crackers (1 oz eq) String Cheese (2 @ 1 oz ea)</p> <p><u>7PM</u> Ice Cream (1 cup) Graham Crackers (6 squares) Fortified Drink (1 cup)</p>
Monday	<p><u>3PM</u> WGR Crackers (1 oz eq) String Cheese (2 @ 1 oz ea) 100% Juice or Fruit (1/2 cup or 1 ea)</p> <p><u>7PM</u> Bagel (1 whole) Cream Cheese (2 tbs) Fortified Drink (1 cup)</p>	<p><u>3PM</u> WGR Pretzels (2 oz eq) Carrot & Celery Sticks (1/2 cup of each) Ranch Dip (2 Tbs) Fortified Drink (1 cup)</p> <p><u>7PM</u> Lunchmeat (3 oz); Mustard pkt (1 ea) Bread (2 sl) 100% Juice or Fruit (1/2 cup or 1 ea)</p>
Tuesday	<p><u>3PM</u> String Cheese (2 @ 1 oz) WGR Crackers (1 oz eq) 100% Juice or Fruit (1/2 cup or 1 ea)</p> <p><u>7PM</u> Fig cookies (4 ea) Fruit (1/2 cup) Fortified Drink (1 cup)</p>	<p><u>3PM</u> Fruit (1 cup or 2 ea) Fat Free Chocolate Milk (1 cup)</p> <p><u>7PM</u> Bagel (1 whole) Cream Cheese (2 tbs) 100% Juice or Fruit (1/2 cup or 1 ea)</p>
Wednesday	<p><u>3PM</u> Tortilla Chips (1 oz eq) Salsa (1/2 cup) 100% Juice or Fruit (1/2 cup or 1 ea)</p> <p><u>7PM</u> Toaster Pastry (2 ea) 1% White Milk (1 cup)</p>	<p><u>3PM</u> String Cheese (2 @ 1 oz) WGR Crackers (1 oz eq) 100% Juice or Fruit (1/2 cup or 1 ea)</p> <p><u>7PM</u> Pudding (1 cup) Animal Crackers (1 oz) Fortified Drink (1 cup)</p>
Thursday	<p><u>3PM</u> Multigrain Bar (1 ea w/1 oz eq WGR) Yogurt (1 @ 4 oz) Fortified Drink (1 cup)</p> <p><u>7PM</u> Rice Krispie Treat (2 @ 1 oz ea) Fortified Drink (1 cup)</p>	<p><u>3PM</u> Tortilla Chips (1 oz eq) Salsa (1/2 cup) 100% Juice or Fruit (1/2 cup or 1 ea)</p> <p><u>7PM</u> Cereal (1 1/2 cup) 1% White Milk (1 cup) Fortified Drink (1 cup)</p>
Friday	<p><u>3PM</u> WGR Crackers (1 oz eq) String Cheese (2 @ 1 oz ea)</p>	<p><u>3PM</u> Multigrain Bar (1 ea w/ 1 oz eq WGR) Yogurt (1 @ 4 oz)</p>

Saturday

Fortified Drink (1 cup)
7PM
Ice Cream (1 cup)
Graham Crackers (3 squares)
3PM
Apple Slices (1 cup)
Cheese Cubes (1 oz)
7PM
Lunchmeat (3 oz)
Bread (2 sl)
Mustard pkt (1 ea)
100% Juice or Fruit (1/2 cup or 1 ea)

100% Juice or Fruit (1/2 cup or 1 ea)
7PM
Ice cream (1 cup)
Graham Crackers (3 squares)
3PM
WGR Animal Crackers (1 oz eq)
Fruit (1/2 cup or 1 ea)
Fat Free Chocolate Milk (1 cup)
7PM
Hard Boiled Eggs (2 @ 1 oz ea)
Carrot & Celery Sticks (1/2 cup of each)
Ranch Dip (2 tbs)
100% Juice or Fruit (1/2 cup or 1 ea)

RFP 23-19
 ATTACHMENT L:
 ADP REPORT

SNP - ADP Report for October 2022
Ottawa County Juvenile Detention Center

Projected number of days for SY 23-24: 365 days of breakfast, lunch, and snack for SNP and 365 days of non-reimbursable suppers

Fiscal Year	Sponsor	Site Name	Month Name	Meal Code	Total Served	CEP %	Enrollment	Days Served	Free ADP
2023	700008001	Lighthouse Academy - Ottawa Juvenile Detention Center	October	Breakfast	729	0	40	31	23.52
PROJECTED NUMBER SOLD BREAKFAST									8,583
2023	700008001	Lighthouse Academy - Ottawa Juvenile Detention Center	October	Lunch	703	0	40	31	22.68
PROJECTED NUMBER SOLD LUNCH									8,277
2023	700008001	Lighthouse Academy - Ottawa Juvenile Detention Center	October	Snacks	722	0	40	31	23.29
PROJECTED NUMBER SOLD SNACK									8,501
2023	700008001	Lighthouse Academy - Ottawa Juvenile Detention Center	October	Supper	720	0	40	31	23.23
PROJECTED NUMBER SOLD SUPPER									8,477

Sponsor Summary

[MiND \(/mindhomepage.aspx\)](#)
 [SNP Claims \(snhomepage.aspx\)](#)
 Sponsor Summary
 Admin Report ▼

[MiND \(/mindhomepage.aspx\)](#) /
 [SNP Claims \(snhomepage.aspx\)](#) /
 Sponsor Summary

Sponsor: **Ottawa County Juvenile Detention (70008001)**

School Year: **2023 (July 1, 2022 - June 30, 2023)**

Claim Month: **October 2022**

Sponsor Summary

Sponsor Status: Eligible for Additional \$.02 for Lunch

Meal Type	Total Servings	Total Paid	Total Free	Total Reduced	Number Of School(s)	Highest Number of Eligible Students during the claim month		Student Enrollment
						Free	Reduced Price	
Breakfast	729	0	729	0	1	40	0	40
Lunch	703	0	703	0	1			
Snacks	722	0	722	0	1			

Reimbursement

Site Selection

Site: **Lighthouse Academy - Ottawa Juvenile Detention Center (419224007)** ▼

Site Listing

Site Name: LIGHTHOUSE ACADEMY - OTTAWA JUVENILE DETENTION CENTER (419224007)
Site Status:

Last Edit On: Nov 9 2022 9:03AM

Meal Type	Total Servings	Total Paid	Total Free	Total Reduced	Days Served	Highest Number of Eligible Students during the claim month		Student Enrollment
						Free	Reduced Price	
Breakfast	729	0	729	0	31	40	0	40
Lunch	703	0	703	0	31			
Snacks	722	n/a	722	n/a	31			



Fiscal Services Department – Purchasing Division
12220 Fillmore Street - Room 331 - West Olive, Michigan 49460

Phone 616-738-4855
E-mail: purchasing.rfp@miottawa.org

ADDENDUM 1 - RFP 23-19 FOOD SERVICE MANAGEMENT COMPANY

APRIL 26, 2023

All Vendors:

The purpose of this addendum is to modify and/or clarify the above project. Information published here becomes part of the solicitation and is official and final. Vendors are to acknowledge the receipt of all addenda in their submission.

ITEM 1: PRE-PROPOSAL CONFERENCE

Attached, is the sign-in sheet from the pre-proposal conference that took place at 2:00pm on Thursday, April 20, 2023.

ITEM 1: VENDOR QUESTIONS RECEIVED AND ANSWERED:

Questions on the following section published in the RFP:

Section A: Scope of Services, Section 7, Subsection e: states:

“The FSMC shall include in the proposal, based on their experience in food service, information and pricing on commonly requested meals/food that may be provided upon request. FSMC must also provide information on the system to communicate a request for said meals/foods.”

Q1. Could Ottawa County clarify if the above statement is regarding Ottawa County Staff request for meals/food items?

A1. The statement above pertains to inmate meals.

Q2. If this is referencing Ottawa County Staff, is the request for the FSMC to provide a menu that Ottawa County Staff can order meals/food items and the cost for those items?

A2. The statement above pertains to inmate meals.

Q3. Could Ottawa County clarify if the above statement is regarding inmates' ability to order meals/food items that are outside of the normal agreed upon food menu?

A3. Ottawa County does not allow inmates to order meals/food it

The statement is a request for the FSMC, based on their experience in food service, as part of their proposal, to provide information and pricing on types of the following meals / foods.

Religious Menus – Halal, Kosher, Vegetarian or others

Therapeutic/Special Diets – Such as diabetic, gluten free, lactose free and nutritional supplemental diets (i.e. pregnant inmates)

Note: Ottawa County does not provide supplemental foods to replace general menu items the inmate voluntarily chooses not to consume.

Q4. Is it the request in this section from Ottawa County for the FSMC to provide a list of menu/food items and pricing that an inmate can order outside of the normal agreed upon food menu?

A4. It could be that with permission, inmates would have the opportunity to purchase and consume personal or ceremonial food during religious observances. If the FSMC could provide information, based on their experience, information, and pricing on personal or ceremonial food.

If this information is not available, as it would be done on a case-by-case basis with information and pricing provided at the time of the request, vendor to note this in their proposal.



Ottawa County

RFP 23-19 FOOD SERVICE MANAGEMENT COMPANY

SIGN-IN SHEET

Location: Ottawa County Jail, 12130 Fillmore St., West Olive, MI 49460

Date & Time: 04/20/2023 AT 2:00PM

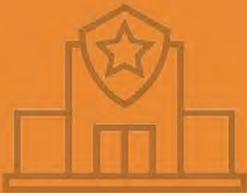
Company Name	Representative Name	Signature
Canteen Services	Michael Stumy	
Canteen	TRISH McVEE	



Exhibit B

Canteen Services

corrections



Ottawa County Sheriff's Office

Response to

*Request For Proposal #23-19
Food Service Management
Company*

*SUBMITTED BY:
CANTEEN SERVICES, INC.*

Contact: Michael Stump
Email: mstump@canteenservices.com
Phone: 616-450-5495
*DUE: May 9, 2023
TIME: 2:00pm*



Canteen Services, Inc. – Cover Letter



May 9, 2023

Ottawa County Sheriff's Office
C/O Ottawa County Jail
12130 Fillmore Street
West Olive, MI 49460

RE: RFP #23-19 Food Service Management Company for the Ottawa County Jail

Dear Ottawa County Sheriff's Office,

Canteen Services, Inc. is pleased with the opportunity to submit a comprehensive proposal in response to your request for Food Service Management for the Ottawa County Jail, RFP #23-19. We have worked hard to develop a tailored solution that truly satisfies your food service goals. Here's what sets us apart:

- Canteen specializes in servicing county jails.
- We manage the end-to-end supply chain.
- Our food service program will provide a cost-effective plan designed to meet and/or exceed the Ottawa County Jail guidelines.
- Meals include menus accommodating medical, religious, dietary, and holidays.
- A contingency plan to ensure meal service for up to 72 hours in the event of emergencies.
- Our corrections experienced staff will implement a food service plan with clear objectives, policies, and procedures.
- Ongoing training for kitchen staff and inmate workers to ensure safety and compliance.
- An open collaborative relationship with administration and staff.
- Offering the latest innovations and best practices in the correctional food service industry to enhance your program.
- Accessible and responsive 24/7/365

Canteen Services has provided Food Services to the Ottawa County Jail since 2017. As a business we recognize the vital importance of reviewing and re-evaluating the vendor process and understand it is a valuable tool. We believe in the program we have built and are confident that Canteen Services remains the best choice for the Ottawa County Jail. Our commitment to Ottawa County has been, and will continue to be, providing high quality products and services with professionalism, integrity, accuracy, and efficiency. We look forward to the continuation of this outstanding relationship.

Sincerely,

Michael Stump

Michael Stump
Vice President of Commissary and Business Development



Canteen Services, Inc. – Proposal Response



Corporate Information

Canteen Services, Inc.

Headquarters and Business Administration Offices
located at
353 S. Michigan Ave.
Coldwater, MI 49036

Incorporated September 26, 1957, in the State of Michigan
Licensed to do business in the State of Michigan
FEIN 38-1557774

Contact Information

Company Representative

Jeffrey Tiggelman
President
Phone: 616-299-6014
Fax: 517-279-9650
Email: jtiggelman@canteenservices.com

Customer Contact

Michael Stump
Vice President of Commissary
and Business Development
Phone: 616-450-5495
Fax: 517-279-9650
Email: mstump@canteenservices.com

Canteen Services, Inc. affirms to be in good standing in the State of Michigan and will have all necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this proposal.

Canteen Services, Inc. confirms our capability to meet all requirements listed in RFP 23-19.

Canteen Services, Inc. confirms receipt acknowledgement of 'ADDENDUM 1 - RFP 23-19 FOOD SERVICE MANAGEMENT COMPANY'.



Canteen Services, Inc. – Proposal Response



Statement of Understanding Program Expectations

Ottawa County is seeking a qualified food service management company to operate and manage an inmate food service program which delivers high quality service in a cost-effective manner.

Canteen Services, Inc. acknowledges and understands the key important factors required are:

- Managing this program, in conjunction with and full reporting to the Ottawa County Jail, by maintaining an open and professional working relationship.
- Maintaining the standards established by Ottawa County Jail, the Michigan Department of Corrections, and the Michigan Public Health Code as administered by the Ottawa County Department of Public Health.
- Administering this program in a professional and humane manner with respect to the inmates' court established right to basic health and nutrition.
- Operate this program using experienced and professionally trained personnel.
- Providing three (3) meals per day, each day of the year, for the daily population of inmates; including sack lunches as requested.
- Ability to certify that menus offered will meet the American Correctional Association (ACA) requirements as well as all local, state, and federal requirements for nutritional and calorie content.
- Current meal serving times of approximately 6:30am, 11:25am, and 4:25pm.
- All meals are to be served at appropriate temperatures and in a manner that makes them palatable and visibly appealing, including applicable condiments.
- Post and adhere to a 21 day cycle menu with any changes submitted in writing.
- Provide special/medical diets conforming to physician-orders when prescribed.
- Provide, at no additional cost to Ottawa County, special holiday meals seven (7) times per year.
- Provide and maintain a contingency plan to ensure ability to fulfill meal service in the event of emergencies (i.e., power outages, lockdowns, or other disruptions).
- Provide a food services program which is cost-effective with clear objectives, policies, procedures, and evaluation of compliance.
- Operate a "turn-key" program which includes all food items, food service items, and janitorial/cleaning supplies necessary to maintain all standards of quality and customer satisfaction.

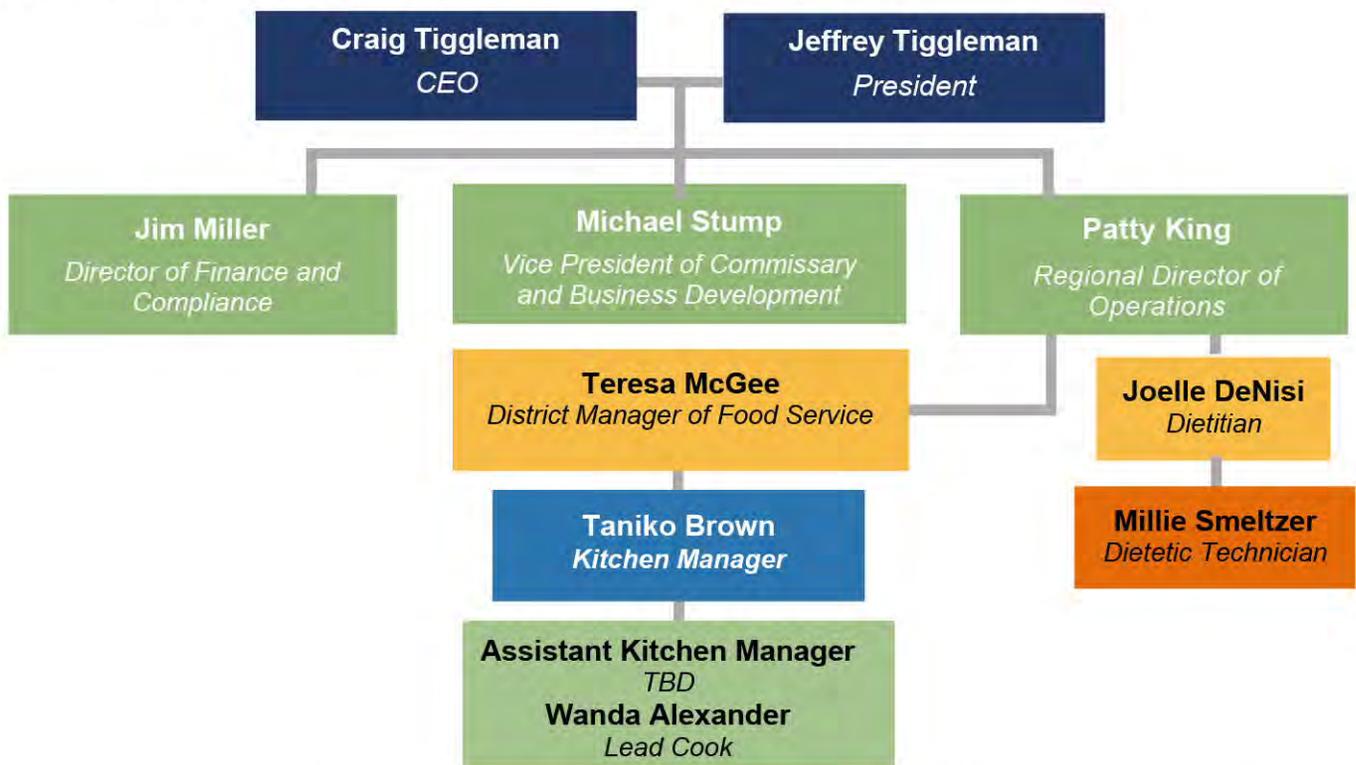
Canteen Services, Inc. – Proposal Response



Management Summary

Canteen Services was established in 1932 and currently employs 145 associates. In 1990, Canteen moved into correctional food and commissary services. For decades, our focus has been quality service, planned specifically for the unique needs of the correctional setting. Our constant evolution is built on understanding our clients' needs and tailoring our service over time for their long-term satisfaction.

Serving more than 8.1 million correctional meals each year requires a shared vision and a serious commitment to ownership and accountability. Together, our team joins yours in a seamless effort to serve and support. Our organizational chart shows the senior leadership and on-site staff who deeply understand the promises we make and must keep.



We have uniquely experienced and qualified staff who have detailed knowledge in many areas of correctional food service:

- **Procurement and cost control.** Our procurement processes and experienced staff will provide your inmates with the quality meals that fall within your budget requirements.
- **Nutrition and dietary expertise.** A unique aspect of our service is a dedicated, on-staff registered dietitian as well as an on-staff registered dietetic technician, who together create nutritious menus that not only meet the needs of the inmate population for dietary, cultural, and religious requirements, but also exceeds the federal, state, and local guidelines. Dietary modifications are made in accordance with the Nutrition Care Manual of the Academy of Nutrition and Dietetics and other recognized authoritative sources.



Canteen Services, Inc. – Proposal Response



- **Certified training and return to society.** Canteen's certified ServSafe trainers will provide their knowledge to our staff and the inmate workers at your facility. You gain ServSafe-certified food service workers, and inmates earn valuable, marketable skills within the service sector. It's just one way we can support the goal of reduced recidivism.
- **Security.** Our food service delivery system is highly secure and is designed to effectively navigate your facility's unique layout, utilizing all security requirements and kitchen specifications.
- **Staff attire.** Canteen's staff appearance will be professional and neat. Attire will be professional, slacks and 'Tiggs' uniform tops clearly distinguishing food service staff members from corrections officers and inmates.
- **Quality and inventory control.** Canteen Services staff follow a strict standard for providing only the highest quality food service to our correctional clients. In keeping with that policy, the staff is constantly on alert to monitor all phases of food purchasing, storage, retrieval, production, and service. The result is a "safe" menu for inmates at an affordable price for the facility. A quality assurance program is in effect and is protocol in all our facilities. The program encompasses all aspects of the food service operation. If one step of an operation does not meet the standards stated, on-site management staff applies immediate corrective action.

Communication

Throughout our years of experience, we have done one thing very well, and that's listening to our partners. Our keen ear has allowed us to understand what county jails need most from a vendor partner and we have built our strengths in those areas.

Canteen Services ensures an open line of communication with Ottawa County's administration and leadership to monitor the food service program Ottawa County is receiving.

As a mutual partner, we will handle all issues immediately to Ottawa County's standards and guidelines.

We will bring a positive demeanor and a productive atmosphere. All information acquired through our working relationship shall remain of a confidential nature.

Canteen's leadership team schedules routine meetings with your administrators to review any concerns or changes with the food service needs. Canteen Services leadership team is available 24/7/365.

Compliance

The food service program will meet all current standards established by the Michigan Department of Corrections and your local Health Department. Canteen Services has maintained appropriate compliance with the Michigan Department of Corrections, Indiana Department of Corrections, Ohio Department of Corrections and local county health departments for Michigan, Indiana, and Ohio as well as Federal Correctional standards. We are experienced and knowledgeable in the requirements for compliance and are confident in our ability to succeed.



Canteen Services, Inc. – Proposal Response



Our Commitment to You

When we enter into a partnership with you, a cycle begins where we show our constant commitment to helping you achieve your stated goals. In our estimation, accepting responsibility is nothing without a promise to audit, assess, and grow from experience. We truly believe that just because something is working doesn't mean it can't be better. Here is Canteen Services cycle of responsibility to you.

Goals we share with you

A constant cycle of improvement



Canteen Services, Inc. – Proposal Response



Our Services

Canteen Services, Inc. will provide three meals per day, each day per year, meeting and/or exceeding all nutritional requirements. Our services go beyond the food itself – we take care of every nuance and detail along the way. Our comprehensive food services package includes the following services – so that you can focus on running the jail effectively and within budget.



Source: We work with consistent and reliable suppliers to deliver a quality product each and every time, and more importantly we use our combined buying power and volume to purchase food at a competitive rate that we can pass along to you.



Specialize: We take care of all special diet restrictions, whether it's religious, medical, or preference. All our menus are created by an on-staff registered dietitian to ensure we meet or exceed the nutritional and calorie requirements.



Store & Deliver: We manage all food storage and delivery in-house, with total control of supply chain and quality, offering the peace of mind you deserve.



Secure: Our food service supervisor is responsible for following all security requirements of the jail. All utensils, kitchen tools, and work-related items will be secured via a locked enclosure or tethered within the work area.



Season & Simmer: The real difference is in the food we prepare. All food is prepared on-site and we offer customized options.



Serve: No service detail is overlooked – Every meal includes a service briefing to ensure staff understands meal portions, tray layout, maintaining the right temperatures, and more.



Sponge: Nobody likes doing the dishes, but we see it as one more thing we can take off your “plate”. We have specific daily, weekly, monthly and quarterly sanitation schedules to meet all required standards.

Canteen Services, Inc. – Proposal Response



Work Plan

After 90 years in business and 33 years focused on correctional services, Canteen Services has shown a commitment to doing one thing and doing it well. It's about serving good food safely, securely, and respectfully. We've learned what works well at the county level. You'll find Canteen Services in 67 correctional and detention facilities throughout Michigan, Indiana, Ohio, and Illinois. We embrace the strict rules and exacting health standards of our partners and accrediting bodies. At the same time, we enjoy the lasting rewards of providing an honorable service. We partner, we listen, learn, and adapt. We advise and improve. And we grow. Our goal is to continue growing with the Ottawa County Jail.

Canteen's approach to operational excellence.

1. **Processes and procedures come from knowledge and leadership.** We provide the best quality food service because we understand the full scope of needs and then create thoughtful processes to deliver.
2. **Efficiencies arise from discipline, practice, and measurement.** Canteen is always improving approaches to menu development, buying, preparing, serving, and cleaning. Proactively reducing costs along the way.
3. **Our dietitian ensures a healthy and nutritional menu plan.** Your facility benefits from a registered dietitian's certification of both menu and nutritional analysis. As the American Corrections Association (ACA) is a nationally recognized organization, establishing standards for correctional institutions, we utilize their recommendations to ensure our meals and menus served meet the nutritional and caloric requirements and all local, state, and federal requirements.

Processes and Procedures

Meal Service

Canteen will provide three meals per day each day per year. Canteen will manage Ottawa County's correctional food services program in a professional manner with respect to the inmates' court established right to basic health and nutritional standards.

Meal count notification

Communication between Ottawa County Jail Staff and Canteen on-site staff three (3) times per day relaying meal count needs for each meal service (Breakfast, Lunch, Dinner), including quantity for each meal type (i.e.: regular tray, sack meal, medical diets, religious meals). Canteen staff records this information in our Weekly Operating Report (WOR) which is submitted weekly to the accounting office for billing purposes.

Safety and sanitation protocols are always followed to maintain standards established by Ottawa County, State of Michigan, and Federal USDA standards. Our management team is required to complete daily sanitation logs, quarterly management inspections, and compliance audits.

Time and temperature controls help us ensure that food is served in a palatable manner. Hot food is served at 140°F or greater, and cold food is served at 41°F or less, including all applicable condiments. Mealtimes will be mutually agreed upon between Canteen Services and Ottawa County Jail.



Canteen Services, Inc. – Proposal Response



Our all-inclusive commitment includes staffing, inventory, and food quality control. All utensils, kitchen tools and work-related items will be secured via a locked enclosure (office) or tethered within the work area.

Requirements for our qualified staff include being certified ServSafe food handlers along with completing an allergen certification and PREA training. Background checks are performed on all personnel, and Ottawa County approves all hires before they are offered a position.

Meal delivery to inmates and staff include a detailed, structured, and professional, list-based approach:

- **Inmate meals will be staged**, prepared, and then placed on carts for the designated correctional staff and/or inmate workers to deliver to the inmates.
- **A master portion chart** shows what exact utensil is required to provide the portions required, and a bulk food portion chart is also used to ensure that supervisors are aware of the number of servings per item available at any given time.
- **Meal assembly** begins when all food items are ready. Prepared menu items are ready and waiting in the proper quantities and temperatures to handle the volume of meals to be produced. The count sheet is ready and available.
- **Hot and cold holding units** have been prepared in advance to maintain appropriate temperatures (turned on, warmed up, filled with ice, etc.). All food items are brought to the line and placed in the proper unit. Temperatures are taken and logged routinely using Canteen guidelines.
- **A sample tray** is made first to ensure all workers understand the routine for that meal service. Tray diagrams are used for optimal placement of the various items and for reinforcement of where menu items are placed on the serving trays. Sample Trays are maintained in the refrigerator for a minimum of 72 hours.
- **Special diet menu items** are ready and waiting in the assembly area. Diet trays are normally assembled first for each section, using a label with the name, location, type of diet, date, and meal.

Quality and Inventory Control, Canteen Services has a strict standard for providing only the highest quality food service to our correctional accounts. A quality assurance program is in effect and is protocol in all our client facilities. The program encompasses all aspects of the food service operation. If one step of an operation does not meet the standards stated, on-site management staff applies immediate corrective action.

The staff is constantly on alert to monitor all phases of the process including:

- Food purchasing
- Food storage and retrieval
- Meal production
- Meal service
- Daily recording of cooler/freezer temperatures



Canteen Services, Inc. – Proposal Response



Cleaning and sanitation are the responsibility of Canteen’s Kitchen Staff and District Manager. Canteen has established specific daily, weekly, monthly, and quarterly cleaning and sanitation schedules. The equipment and work areas must meet all standards of sanitation as dictated by our internal standard operating procedures. Safe food handling procedures are enforced during receiving, inventory rotation, storage, food transport, garbage removal, pest control, and any elements affecting food service operations.

We proactively clean and strictly adhere to sanitation standards. Canteen Services will provide Ottawa County a sanitation program that includes regularly scheduled cleaning, exacting preventive maintenance, plus initial and ongoing employee training. These collective efforts ensure that our high standards always remain at optimum levels.

Inspecting for issues before they become problems is our proactive approach. An on-site supervisor conducts daily sanitation inspections; if needed, corrective actions are made immediately. We keep potential health hazards from becoming actual hazards. A copy of the inspection is supplied to the appropriate administration on a weekly basis. Each day, we use several standard forms for meal preparation, production, quality, and quantity, as we monitor the following:

- Food temperature control
- Tool control
- Meal counts by diet
- Hot and cold holding
- Quality of meals upon delivery

Safe, Sanitary, Secure Food Service

Canteen Services will comply with all policies and procedures specific to providing safe, sanitary, and secure food service and innovative management, including supervision and internal security of products and equipment available to offenders.

Key control is a crucial part of Canteen’s overall security procedures. Employees are trained in detail to understand how improperly handled keys can lead to security risks. A secure and efficient key control system is the Key Control Center or Key Box. All keys are numbered, tagged, and kept in a locked box. Access to the key box is limited. Any time a key is removed, an identification tag is hung in its place. At any given time, the person in charge of the key control center knows where the keys are. Canteen employees know they must learn the procedures followed at their facility. They’re also trained to understand the rules that apply to all institutions.

Tool control involves keeping track of all tools, including anything in the kitchen from choppers to serving spoons. Canteen employees are trained to understand that all items, however simple they might seem, are contraband if they are not issued to the inmate or obtained in an authorized manner.



Canteen Services, Inc. – Proposal Response



Broken or damaged tools are also an area of focus for Canteen employees. It is very important that all tools be continually surveyed for damage. The Food Service Supervisor is responsible for properly disposing of these items and arranging for replacement.

Missing kitchen utensils are a serious matter, and Canteen employees are trained to be vigilant and proactive. For any missing item, employees must promptly report it to the Food Service Supervisor or to the Ottawa County Administration. Protocol is then for an immediate search.

Security is not just an obligation, but a major responsibility for all Canteen associates. Canteen shares the security goals of an institution and aids in maintaining the overall security program which is designed to:

- Ensure the safety of staff and residents,
- Maintain order in the facility, and
- Help prevent escapes.

Complaints and Grievances

Canteen has established procedures for dealing with offender and staff complaints about food and minimizing the potential for offender litigation.

A safe work environment is of the highest importance to Canteen Services, and we address any issues that may arise in a timely and professional manner. Grievances shall be handled immediately by our staff according to Ottawa County's standards, and we are available 24/7.

Medical and religious diets will be offered to the County and will include the following types of special meals: Kosher, Halal, Carbohydrate Controlled (diabetic), Calorie Controlled, Cardiac/Heart Healthy Foods, Food Allergy, Pregnancy Meals, Mechanically Altered/Modified Consistency, Gluten Free and Renal Meals. Additionally, our entire food service operation is void of pork and pork derivatives.

Other Specifications, Processes and Procedures

Canteen Services staff and trustee worker training covers our Standard Operating Procedures, on Meal Delivery, Quality Control, Safety, Sanitation, and Security that will be adhered to for all food products and service including:

- Employee Illness
- Ware washing
- Purchasing Foods from Approved Sources
- Cooling Potential Hazardous Food
- Thawing Potentially Hazardous Food
- Reheating Potentially Hazardous Food
- Hot-Holding Potentially Hazardous Food
- Cold-Holding Potentially Hazardous Food
- Handwashing
- Cross Contamination
- Cleaning and Sanitizing Food Contact Surfaces
- Which Foods Would be Considered Potentially Hazardous
- Using Time Only as a Method to Control Bacterial Growth
- Preventing Bare Hand Contact with Ready-to-Eat Food
- Date-marking Ready-to-Eat, Potentially Hazardous Food



Canteen Services, Inc. – Proposal Response



Ongoing training

Canteen Services staff also receive initial and on-going training annually in various topics including:

- Prison Rape Elimination Act (PREA)
- Professional Ethics in Corrections
- Effective Communication
- Ethical Decision Making
- Fire Safety
- First Aid
- Cultural Awareness in Corrections
- Bloodborne Pathogens
- Controlling Contraband
- Infection Control
- Employee Wellness - Emotional Intelligence
- Sexual/Workplace Harassment

Emergency and Contingency Plan

Canteen's experience in county jails has taught us to prepare for a wide range of possible feeding problems associated with inmate disruptions. As part of Canteen's comprehensive emergency contingency plan, we have instructed our managers to keep staple items on hand and in the proper quantities. This will ensure that the feeding cycles do not fall excessively behind schedule.

It is Canteen Service's policy to be prepared to serve all meals as scheduled despite emergency situations, such as power loss, fire, inmate-lock-down or local disaster. Each unit is required to have a written plan which outlines its needs in the event of the above:

- A minimum supply of food and disposable service ware is always kept on hand. Additional supplies of those items which would be most needed in an emergency are also kept; the amount and scope vary with the size and complexity of the individual facility.
- Canteen will maintain stocks in addition to those required on a normal basis. These food items are in addition to whatever is normally available for the day's meal. The food stock is on-hand within the facility 24 hours a day, in enough quantities to construct at least 3 days if needed.
- Staff from units closest to that affected would be detailed to assist if required. Unit staff would be on 24-hour alert. If needed, a self-contained refrigerated vehicle will be requested from a vendor. It is the duty of the unit's Food Service Supervisor, in consultation with the client, to determine the steps to be taken.
- Canteen Services additionally provides inmate food services to several jail facilities within close proximity to Ottawa County. In the event of complete loss of use of the Ottawa County Jail kitchen, Canteen can utilize a neighboring county jail facility.

In the event of a major disaster, our key personnel have been trained and have experience in following a pre-designated call back telephone procedure and have been instructed to contact the jail should communications be interrupted. Canteen has many food service accounts located throughout the region to add personnel and production if needed, as well as a fleet of vehicles to be called upon in an emergency. Canteen will provide off-site support from the neighboring county facilities when necessary.



Canteen Services, Inc. – Proposal Response



Personnel

Canteen Services has become a leader in the county jail food and commissary service industry by focusing solely on correctional facilities like yours. We have uniquely experienced and qualified staff who have detailed knowledge in many areas of correctional food service. The following key personnel are assigned to the Ottawa County Jail account:

Customer Contact

Michael Stump, V.P. of Commissary and Business Development
Cell Phone #616-450-5495
Email address mstump@canteenservices.com

Responsibilities include:

- Building and maintaining business relationship between client and Canteen
- Oversees all aspects of commissary operations
- Customer Contract management
- Company representative answering questions & requests
- Customer satisfaction and retention
- New business acquisitions
- New product marketing, and launches

Michael attended Montcalm Community College for two (2) years prior to graduating from Northeastern Police Academy in 1990. Michael served as a certified Police Officer until 2009 with the cities of Greenville and Lowell, Michigan. Michael has received the following recognitions and awards:

- Bravery and Life Saving recognition during the line of duty.
- Greenville Public Safety Managers Innovation Award for the development of the Greenville Public Safety Bicycle Patrol Program.
- Three-time recipient for President Club – Securus Technologies.

Michael has over 32 years of experience in the correctional industry. After serving 19 years as a Police Officer, Michael changed careers, but remained in the correctional environment joining Securus Technologies for 5 years' then coming on board at Canteen Services in 2014.

Operations Manager

Patty King, Regional Director of Operations
Cell Phone #616-307-2874
Email address pping@canteenservices.com

Responsibilities include:

- Providing excellent service satisfaction overall to 19 county facility kitchens assigned
- Conduct monthly on-site inspections to ensure customer satisfaction and facility kitchen compliance of company policies and procedures
- Ensure menu consistency and provide all other dietary needs as requested
- Provide continuous training and positive motivation to District Managers, Kitchen Managers, Lead Cooks and facility provided inmate workers



Canteen Services, Inc. – Proposal Response



- On-site customer contact and collaboration with medical and jail staff to maintain positive working relationship and open communication for understanding
- Quickly address and resolve any customer concerns or issues

Patty is a mature professional with over 30 years of experience with a diverse operations management background. Her management experience in Building Maintenance, Inventory Control, and Correctional Food Service Operations, has allowed her a vast array of knowledge and experience to offer as credible insight for her current position. Patty joined Canteen Services in 2010 as a Part time Lead Cook, she has learned the operations of a correctional Kitchen from the ground up. Patty is a Certified ServSafe Manager/Serv Safe Proctor, a member of ACFSA and the National Registry of Food Safety Professionals.

District Manager

Teresa McGee, District Manager of Food Services

Cell Phone #517-317-4386

Email address: tmcgee@canteenservices.com

Responsibilities include:

- Overall customer satisfaction within the county kitchen locations assigned
- Training and mentoring of on-site kitchen staff
- Ensures company policies and procedures are adhered to
- Interview potential new hires as needed
- Address employee issues and/or concerns with applicable management and human resources
- Maintain positive working relationships with staff and customer
- Frequent direct interaction with customers on-site
- Supervision of billing process
- Responsible for ensuring coverage and services for weekends and/or holidays
- Responsible for ensuring stocking of supplies and inventory

Teresa's career with Canteen Services began in 2017. Teresa's first assignment with Canteen Services was Lead Cook at Saginaw County Jail. Teresa was promoted to Kitchen Manager at Saginaw County during her fourth year with Canteen Services. As a proven leader, Teresa was then promoted to District Manager of Food Services in 2022 and currently oversees 10 client food service accounts. Teresa is also a Certified Serv Safe Proctor.

Dietitian

Joelle DeNisi, Registered Dietitian #86056347

Responsibilities include:

- Quarterly menu review, analysis, certification, and submission of documented completion with results
- Create and maintain appropriate medical dietary and various religious menus
- Work with Regional Directors to create / update meal plan menus as applicable
- Provide guidance and direction to kitchen staff questions related to meals and/or nutrition
- Monitor, review, and respond to grievances related to our food service program



Canteen Services, Inc. – Proposal Response



Joelle attended the University of Pittsburg, in Pittsburg, PA, where she was on the Dean's List, and earned her Bachelor of Science in Nutrition and Dietetics degree in 2015. Joelle worked in a hospital setting as a Food and Nutrition Supervisor; and a long-term care facility as a Nutrition Care Manager prior to joining Canteen Services in December 2018, as our Registered Dietitian. Joelle is essential in the meal creation, review, and analysis of our meal plans. With the assistance of our Dietetic Technician, they work together in maintaining Canteen's compliance with the nutritional requirements for correctional facilities.

Dietetic Technician

Millie Smeltzer, Kitchen Manager and Registered Dietetic Technician

Responsibilities include:

- In conjunction with the Dietitian
 - Create meal plans, formulate recipes, and test menus
 - Provide guidance and direction to kitchen staff questions related to meals and/or nutrition
 - Monitor, review, and respond to grievances related to our food service program
- Maintain files for all kitchen facilities certified menus and document history
- Assist management with maintaining the software program utilized for menus

Millie received her Associates Degree in 1994 from Westmoreland County Community College, PA for Dietetic Technician, Registered; in 2003, Millie then received her Bachelor of Science Degree in Family and Consumer Sciences, Hospitality Management from Seton Hill University, PA. To maintain her status Millie annually attends various webinars, seminars, conferences, etc. to earn the required continuing education credits. Along with her duties as our Dietetic Technician, Millie has been a Kitchen Manager at the LaGrange County, IN kitchen facility, operated by Canteen Services, since 2013. During her career with Canteen Services, Millie has been awarded the Canteen Services 'Above and Beyond Award' for meeting and exceeding standards; as well as the Canteen Services 'Soaring Eagle Award' for Manager of the Year. Millie is a member of the American Correctional Food Service Affiliates (ACFSA) since 2013 and has served on their International Board.

Compliance Manager

Jim Miller, Director of Finance and Compliance

Cell Phone #616-307-9806

Email address jmiller@canteenservices.com

Responsibilities include:

- Conduct inspections of kitchen facilities managed by Canteen Services to confirm compliance of company standards for sanitation, housekeeping, safety, proper food handling and storage, and to ensure the facility is 'inspection ready' at all times for Health Department and/or DOC inspections
- Assist with investigating and/or coaching Canteen staff in the event of concerns or issues related to non-compliance of Canteen or customer policies and/or procedures
- Continuous research and review of the retail market and maintain vendor relationships to provide all customer locations with quality products and on-time delivery at a fair cost
- Works with Dietitian and Regional Directors to ensure menus are compliant with customer requirements, and nutritional standards, while also optimizing variety and flavor



Canteen Services, Inc. – Proposal Response



Along with the above management team responsibilities, the on-site Kitchen Manager, Assistant Kitchen Manager and Lead Cook are responsible for:

- The day-to-day supervision and completion of proper cleaning, sanitation, and maintenance of the kitchen facility and food service equipment
- Supervision of the food preparation and portioning
- Overseeing the delivery of food and supplies to the kitchen
- Ensuring proper stock handling and rotation is followed
- Ensuring proper items and quantities are on hand at all times

Canteen Services, Inc. – Proposal Response



Below is a list of client contracts for Canteen Services, Inc.

Canteen Services, Inc.

List of Client Contracts

<u>Location</u>	<u>State</u>	<u>Food Services</u>	<u>Commissary Services</u>
Allegan Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Alpena Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
Arenac Co. Sheriff's Office	MI		<input checked="" type="checkbox"/>
Bay Co. Sheriff's Office	MI		<input checked="" type="checkbox"/>
Benzie Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
Berrien Co. Sheriff's Office	MI		<input checked="" type="checkbox"/>
Blackford Co. Sheriff's Office	IN	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Branch Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Calhoun Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
Cass Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
Cheboygan Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
Chippewa Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
Clare Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Clark Co. Sheriff's Office	IL	<input checked="" type="checkbox"/>	
Clinton Co. Sheriff's Office	MI		<input checked="" type="checkbox"/>
Dekalb Co. Sheriff's Office	IN	<input checked="" type="checkbox"/>	
Delaware Co. Sheriff's Office	IN		<input checked="" type="checkbox"/>
Delta Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Eaton Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Edgar Co. Sheriff's Office	IL	<input checked="" type="checkbox"/>	
Emmet Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
Fulton Co. Sheriff's Office	IN	<input checked="" type="checkbox"/>	
Gladwin Co. Sheriff's Office	MI		<input checked="" type="checkbox"/>
Grand Traverse Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Gratiot Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Hillsdale Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ingham Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ionia Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
Iosco Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
Jackson Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Jasper Co. Sheriff's Office	IN	<input checked="" type="checkbox"/>	
Kalamazoo Co. Sheriff's Office	MI		<input checked="" type="checkbox"/>
Kalkaska Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
LaGrange Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

<u>Location</u>	<u>State</u>	<u>Food Services</u>	<u>Commissary Services</u>
Lake Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Lapeer Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Lapeer Co. Dept. Of Senior Activities	MI	<input checked="" type="checkbox"/>	
Leelanau Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
Livingston Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
Lorain Co. Sheriff's Office	OH	<input checked="" type="checkbox"/>	
Manistee Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
Mason Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
Mecosta Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	
Miami Co. Sheriff's Office	IN	<input checked="" type="checkbox"/>	
Midland Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Montcalm Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Muskegon Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Newaygo Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Oceana Co. Sheriff's Office	MI		<input checked="" type="checkbox"/>
Osceola Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ottawa Jail Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ottawa Co. Juvenile Detention Center	MI	<input checked="" type="checkbox"/>	
Porter Co. Sheriff's Office	IN	<input checked="" type="checkbox"/>	
Randolph Co. Sheriff's Office	IN	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Saginaw Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
SchoolCraft Co. Sheriff's Office	MI		<input checked="" type="checkbox"/>
Shiawassee Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
St. Joseph Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Steuben Co. Sheriff's Office	IN	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Tri-Cap Probation Residential Center	MI	<input checked="" type="checkbox"/>	
Tuscola Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
VanBuren Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Vigo Co. Sheriff's Office	IN	<input checked="" type="checkbox"/>	
Vigo Co. Community Corrections	IN	<input checked="" type="checkbox"/>	
Vigo Co. Juvenile Justice Center	IN	<input checked="" type="checkbox"/>	
Wells Co. Sheriff's Office	IN	<input checked="" type="checkbox"/>	
Wexford Co. Sheriff's Office	MI	<input checked="" type="checkbox"/>	



Canteen Services, Inc. – Proposal Response



Proposed Sample Menu – Week 1

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Breakfast	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton	
Lunch	Goulash 1 1/4 Cup Green Bean 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Stroganoff 1 1/4 Cup Mixed Vegetables 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Pizza Burger Pasta Salad Com 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Chicken Patty Rice Pilaf Carrots 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	BBO Meatballs Rice 3/4 Cup Com 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Turkey Ala King Carrots 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Turkey Ala King Carrots 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Pasta & Meat Sauce 1 1/4 Cup Corn 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup
Dinner	Tortilla Chips 1 Oz. Taco Mix w/Cheese 1/2 Cup Lettuce 1/2 Cup Rice 3/4 Cup Cake 1 Each Taco Packet 1 Each Beverage 1 Cup	Goulash 1 1/4 Cup Green Beans 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Turkey Rice & Cheese 1 1/4 Cup Mixed Vegetables 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Stroganoff 1 1/4 Cup Peas 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Spanish Rice w/Chicken 1 1/4 Cup Com 1/2 Cup Com Bread 1 Each Cake 1 Each Beverage 1 Cup	Mac & Cheese w/Meat 1 1/4 Cup Peas 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Mac & Cheese w/Meat 1 1/4 Cup Peas 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Hot Dogs 2 Each Bread 2 Slices BBO Beans 3/4 Cup Carrots 1/2 Cup Cake 1 Each Ketchup 1 Packet Mustard 1 Packet Beverage 1 Cup
					5/4/2023			
				Dietitian Review Date		Dietitian	RD# 86056347	

- 1) Servings shown in ounces (oz.) are by weight, cups are by volume.
- 2) Menu item weights are as served or as prepared.
- 3) All menu items are pork free.
- 4) Menu is based on an average of 2500+ Calories per day.
- 5) Biscuits, Pastry, Cake, & Corn Bread all are 1/60th cut.



Canteen Services, Inc. – Proposal Response



Proposed Sample Menu – Week 2

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Breakfast	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton
Lunch	1 Each Spicy Chicken Patty 3/4 Cup Oven Brown Potatoes 1/2 Cup Carrots 1 Each Biscuit 1 Each Cake 1 Each Beverage 1 Cup	1 1/4 Cup Chili w/Rice Corn 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Pasta & Sauce 1 Cup Meat Balls 6 Each Green Beans 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	BBQ Patty 1 Each Mac & Cheese 3/4 Cup Peas 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Cheesy Tky Potatoes 1 1/4 Cup Peas & Carrots 3/4 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Mac & Chs w/Chicken 1 1/4 Cup Green Beans 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Hamburger 1 Each Bread 2 Slices Oven Brown Potab 3/4 Cup Corn 1/2 Cup Cake 1 Each Beverage 1 Cup
Dinner	1 1/4 Cup Stroganoff w/Pasta 1/2 Cup Mixed Vegetables 1 Each Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Turkey & Gravy 3/4 Cup Mashed Potato 3/4 Cup Carrots 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Tortillas 2 Each Taco Mix w/Cheese 1/2 Cup Lettuce 1/2 Cup Rice 3/4 Cup Cake 1 Each Taco Sauce 1 Packet Beverage 1 Cup	Turkey Ala King w/Rice 1 1/4 Cup Carrots 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Chili Mac 1 1/4 Cup Mixed Vegetables 1/2 Cup Corn Bread 1 Each Cake 1 Each Beverage 1 Cup	Meatloaf Patty 1 Each Mashed Potato 3/4 Cup Gravy 1/4 Cup Peas 1/2 Cup Cake 1 Each Biscuit 1 Each Beverage 1 Cup	Hot Dogs 2 Each Bread 2 Slices BBQ Beans 3/4 Cup Carrots 1/2 Cup Cake 1 Each Ketchup 1 Packet Mustard 1 Packet Beverage 1 Cup
				5/4/2023			
				Dietitian Review Date			Dietitian RDNF# 86066347

- 1) Servings shown in ounces (oz.) are by weight, cups are by volume.
- 2) Menu item weights are as served or as prepared.
- 3) All menu items are pork free.
- 4) Menu is based on an average of 2500+ Calories per day.
- 5) Biscuits, Pastry, Cake, & Corn Bread all are 1/60th Cut.



Canteen Services, Inc. – Proposal Response



1 Week Sample Vegetarian Menu

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Breakfast	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Carton Milk	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Carton Milk	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Carton Milk	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Carton Milk	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Carton Milk	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Carton Milk	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Carton Milk	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Carton Milk
Lunch	Seasoned TVP 1/2 Cup Mashed Potatoes 3/4 Cup Gravy 1/4 Cup Biscuit 1 Each Carrots 1/2 Cup Cake 1 Each Beverage 1 Cup	Seasoned TVP 1/2 Cup Cheesy Rice 3/4 Cup Bread 2 Slices Carrots 1/2 Cup Cake 1 Each Beverage 1 Cup	Seasoned Beans 1 Cup Potatoes 1 Cup Gravy 1/4 Cup Green Beans 1/2 Cup Cake 1 Each Biscuit 1 Each Beverage 1 Cup	Seasoned TVP 1/2 Cup Rice Pilaf 1 Cup Biscuit 1/4 Cup Carrots 1/2 Cup Cake 1 Each Beverage 1 Cup	Seasoned TVP 1/2 Cup Mashed Potatoes 3/4 Cup Gravy 1/4 Cup Biscuit 1 Each Mixed Vegetables 1/2 Cup Cake 1 Each Beverage 1 Cup	Seasoned Beans 1 Cup Bread 2 slices Broccoli 1/2 Cup Oven Browmed Potatoes 3/4 Cup Carrots 1/2 Cup Cake 1 Each Beverage 1 Cup	Seasoned Beans 1 Cup Bread 2 slices Broccoli 1/2 Cup Oven Browmed Potatoes 3/4 Cup Carrots 1/2 Cup Cake 1 Each Beverage 1 Cup	Pasta & TVP Sauce 1 1/4 Cup Corn 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup
Dinner	Tortilla Chips 1 Oz. Taco Beans & Cheese 1/2 Cup Lettuce 1/2 Cup Rice 3/4 Cup Cake 1 Each Taco Sauce Packet 1 Each Beverage 1 Cup	Goulash w/TVP 1 1/4 Cup Biscuit 1 Each Green Beans 1/2 Cup Cake 1 Each Beverage 1 Cup	TVP/Rice/Cheese 1 1/4 Cup Biscuit 1 Each Mixed Vegetables 1/2 Cup Cake 1 Each Beverage 1 Cup	Stroganoff w/TVP 1 1/4 Cup Biscuit 1 Each Peas 1/2 Cup Cake 1 Each Beverage 1 Cup	Spanish Rice w/TVP 1 1/4 Cup Corn 1/2 Cup Cornbread 1 Each Cake 1 Each Beverage 1 Cup	Mac & Cheese w/TVP 1 1/4 Cup Green Beans 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	BBQ Beans 1 3/4 Cups Bread 2 Slices Ketchup 1 Packet Mustard 1 Packet Carrots 1/2 Cup Cake 1 Each Beverage 1 Cup	
				5/4/2023				
				Dietitian Review Date			Dietitian RDN# 86056347	

- 1) Servings shown in ounces (oz.) are by weight, cups are by volume.
- 2) Menu item weights are as served or as prepared.
- 3) All menu items are pork free.
- 4) Menu is based on an average of 2500+ Calories per day.
- 5) Biscuits, Pastry, Cake, & Corn Bread all are 1/60th Cut.



Canteen Services, Inc. – Proposal Response



1 Week Sample Prenatal Menu

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Breakfast	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton	2 Each Boiled Eggs 1 Cup Cold Cereal 1 Each Biscuit 1 Each Pastry 1 Each Milk 1 Carton
Lunch	1 1/2 Each Spicy Chicken Patty 3/4 Cup Oven Browned Potatoes 1/2 Cup Carnots 1 Each Biscuit 1 Each Cake 1 Each Milk 1 Cup	1 1/2 Cup Chili & Rice 1/2 Cup Corn 1 Each Combread 1 Each Cake 1 Each Milk 1 Cup	Pasta & Sauce 1 Cup Meatballs 9 Each Biscuit 1 Each Green Beans 1/2 Cup Cake 1 Each Milk 1 Cup	BBQ Patty 1 1/2 Each Mac & Cheese 3/4 Cup Peas 1/2 Cup Biscuit 1 Each Cake 1 Each Milk 1 Cup	Cheesy Tixy Potato 1 1/2 Cup Peas & Carnots 1/2 Cup Biscuit 1 Each Cake 1 Each Milk 1 Cup	Mac n Cheese w/Chicken 1 1/2 Cup Biscuit 1 Each Green Beans 1/2 Cup Cake 1 Each Milk 1 Cup	Mac n Cheese w/Chicken 1 1/2 Cup Biscuit 1 Each Green Beans 1/2 Cup Cake 1 Each Milk 1 Cup	Hamburger 1 1/2 Each Bread 2 Slices Ketchup 1 Packet Oven Brown Potatoes 3/4 Cup Corn 1/2 Cup Cake 1 Each Milk 1 Cup
Dinner	1 1/2 Cup Stroganoff 1/2 Cup Mixed Vegetables 1 Each Biscuit 1 Each Milk 1 Cup	Turkey & Gravy 1 1/2 Cup Mashed Potato 3/4 Cup Carnots 1 Each Biscuit 1 Each Cake 1 Each Milk 1 Cup	Tonillas 2 Each Taco Mix w/Cheese 3/4 Cup Lettuce 1/2 Cup Rice 3/4 Cup Taco Sauce Packet 1 Each Cake 1 Each Milk 1 Cup	Turkey Ala King & Rice 1 1/2 Cup Carnots 1/2 Cup Biscuit 1 Each Cake 1 Each Milk 1 Cup	Chili Mac 1 1/2 Cup Mixed Vegetables 1/2 Cup Combread 1 Each Cake 1 Each Milk 1 Cup	Pizza Burger 1.5 Each Pasta Salad 1 Cup Gravy 1/4 Cup Peas 1/2 Cup Cake 1 Each Beverage 1 Cup Milk 1 Cup	Pizza Burger 1.5 Each Pasta Salad 1 Cup Gravy 1/4 Cup Peas 1/2 Cup Cake 1 Each Beverage 1 Cup Milk 1 Cup	Hot Dog 3 Each Bread 2 Slices Ketchup 1 Packet Mustard 1 Packet BBQ Beans 3/4 Cup Carrots 1/2 Cup Cake 1 Each Milk 1 Cup
					5/4/2023			
					Dietitian Review Date		Dietitian RD# 86056347	

- 1) Servings shown in ounces (oz.) are by weight, cups are by volume.
- 2) Menu item weights are as served or as prepared.
- 3) All menu items are pork free.
- 4) Menu is based on an average of 2500+ Calories per day.
- 5) Biscuits, Pastry, Cake, & Corn Bread all are 1/60th Cup.



Canteen Services, Inc. – Proposal Response



1 Week Sample Bland Menu

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Breakfast	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton	Boiled Eggs 2 Each Cold Cereal 1 Cup Biscuit 1 Each Pastry 1 Each Milk 1 Carton
Lunch	Plain Chicken Patty 1 Each Oven Potato No Pepper 3/4 Cup Carrots 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Ground Chicken & Rice 1 1/4 Cup Corn 1/2 Cup Combread 1 Each Cake 1 Each Beverage 1 Cup	Buttered Pasta 1 Cup Meatballs 6 Each Green Beans 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Plain Meat Patty 1 Each Mac n Cheese 3/4 Cup Peas 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Cheesy Tffy Potatoes 1 1/4 Cup Peas & Carrots 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Mac & Cheese w/Chicken 1 1/4 Cup Green Beans 1/2 Cup Biscuit 1 Each Oven Potato No Pepper 3/4 Cup Corn 1 Each Cake 1 Each Beverage 1 Cup	Mac & Cheese w/Chicken 1 1/4 Cup Green Beans 1/2 Cup Biscuit 1 Each Oven Potato No Pepper 3/4 Cup Corn 1 Each Cake 1 Each Beverage 1 Cup	Hamburger 1 Each Bread 2 Slices Oven Potato No Pepper 3/4 Cup Corn 1/2 Cup Cake 1 Each Beverage 1 Cup
Dinner	Stroganoff 1 1/4 Cup Mixed Vegetables 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Turkey & Gravy 3/4 cup Mashed Potato 3/4 cup Carrots 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Tortillas 2 each Ground Meat & Cheese 1/2 Cup Lettuce 1/2 Cup Rice 1 Cup Cake 1 Each Beverage 1 Cup	Turkey Ala King/Rice 1 1/4 Cup Carrots 1/2 Cup Biscuit 1 Each Cake 1 Each Beverage 1 Cup	Ground Meat & Macaroni 1 1/4 Cup Mixed Vegetables 1/2 Cup Combread 1 Each Cake 1 Each Beverage 1 Cup	Meatloaf 1 Each Mashed Potatoes 3/4 Cup Gravy 1/4 Cup Peas 1/2 Cup Cake 1 Each Beverage 1 Cup Biscuit 1 Each	Meatloaf 1 Each Mashed Potatoes 3/4 Cup Gravy 1/4 Cup Peas 1/2 Cup Cake 1 Each Beverage 1 Cup Biscuit 1 Each	Hot Dog 2 Each Bread 2 Each Plain Beans 3/4 Cup Carrots 1/2 Cup Cake 1 Each Beverage 1 Cup
Avoiding pepper and tomato products								
1) Servings shown in ounces (oz.) are by weight, cups								
2) Menu item weights are as served or as prepared.								
3) All menu items are pork free.								
4) Menu is based on an average of 2500+ Calories per								
5) Biscuits, Pastry, Cake, & Corn Bread all are 1/60th Cut.								
Dietitian Review Date 5/4/2023								
Dietitian RDNF 86056347								



Canteen Services, Inc. – Proposal Response



1 Week Sample High Fiber Menu

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Breakfast	2 Each Boiled Eggs 1 Cup Bran Flakes 1 Each Pastry 1 Each Biscuit 1 Each Milk 1 Cup	2 Each Boiled Eggs 1 Cup Bran Flakes 1 Each Pastry 1 Each Biscuit 1 Each Milk 1 Cup	2 Each Boiled Eggs 1 Cup Bran Flakes 1 Each Pastry 1 Each Biscuit 1 Each Milk 1 Cup	2 Each Boiled Eggs 1 Cup Bran Flakes 1 Each Pastry 1 Each Biscuit 1 Each Milk 1 Cup	2 Each Boiled Eggs 1 Cup Bran Flakes 1 Each Pastry 1 Each Biscuit 1 Each Milk 1 Cup	2 Each Boiled Eggs 1 Cup Bran Flakes 1 Each Pastry 1 Each Biscuit 1 Each Milk 1 Cup	2 Each Boiled Eggs 1 Cup Bran Flakes 1 Each Pastry 1 Each Biscuit 1 Each Milk 1 Cup	2 Each Boiled Eggs 1 Cup Bran Flakes 1 Each Pastry 1 Each Biscuit 1 Each Milk 1 Cup
Lunch	1 Each Spicy Chicken Patty 3/4 Cup Oven Browned Potatoes 1/2 Cup Carrots 1/2 Cup Salad Mix 1/2 Cup Salad Dressing 1 Oz. Coke 1 Each Beverage 1 Cup	1 1/4 Cup Chili & Rice Salad Mix 1/2 Cup Salad Dressing 1 Oz. Combread 1 Each Coke 1 Each Beverage 1 Cup	Pasta & Sauce 1 1/4 Cup Meatballs 6 Each Green Beans 1/2 Cup Salad Mix 1/2 Cup Salad Dressing 1 Oz. WW Bread 1 Each Coke 1 Each Beverage 1 Cup	BBO Patty 1 Each Mac & Cheese 3/4 Cup Salad Mix 1/2 Cup Salad Dressing 1 Oz. WW Bread 1 Each Coke 1 Each Beverage 1 Cup	Cheesy Ttly Potato 1 1/4 Cup Peas & Carrots 1/2 Cup Salad Mix 1/2 Cup Salad Dressing 1 Oz. Biscuit 1 Each Coke 1 Each Beverage 1 Cup	Mac & Cheese w/Chicken 1 1/4 Cup WW Bread 2 Slices Green Beans 1/2 Cup Salad Mix 1/2 Cup Salad Dressing 1 Oz. Coke 1 Each Beverage 1 Cup	Mac & Cheese w/Chicken 1 1/4 Cup WW Bread 2 Slices Green Beans 1/2 Cup Salad Mix 1/2 Cup Salad Dressing 1 Oz. Coke 1 Each Beverage 1 Cup	Hamburger 1 Each WW Bread 2 Slices Ketchup 1 Packet Oven Brown Potatoes 3/4 Cup Salad Mix 1/2 Cup Salad Dressing 1 Oz. Coke 1 Each Beverage 1 Cup
Dinner	1 1/4 Cup Stroganoff 1/2 Cup Mixed Vegetables 1/2 Cup Salad Mix 1/2 Cup Carrots 1/2 Cup Salad Mix 1/2 Cup Salad Dressing 1 Oz. WW Bread 1 Each Coke 1 Each Beverage 1 Cup	Turkey & Gravy 3/4 Cup Mashed Potato 3/4 Cup Carrots 1/2 Cup Salad Mix 1/2 Cup Salad Dressing 1 Oz. WW Bread 1 Each Coke 1 Each Beverage 1 Cup	Tonillas 2 Each Taco Mix w/Cheese 1/2 Cup Lettuce 1 Cup Rice 3/4 Cup Taco Sauce Packet 1 Each Coke 1 Each Beverage 1 Cup	Turkey Ala King w/Rice 1 1/4 Cup Carrots 1/2 Cup Salad Mix 1/2 Cup Salad Dressing 1 Oz. Combread 1 Each Coke 1 Each Beverage 1 Cup	Chili Mac 1 1/4 Cup Salad Mix 1/2 Cup Salad Dressing 1 Oz. Combread 1 Each Coke 1 Each Beverage 1 Cup	Pizza Burger 1 Each Pasta Salad 3/4 Cup Gravy 1/4 Cup Salad Mix 1/2 Cup Salad Dressing 1 Oz. Coke 1 Each Biscuit 1 Each Beverage 1 Cup	Pizza Burger 1 Each Pasta Salad 3/4 Cup Gravy 1/4 Cup Salad Mix 1/2 Cup Salad Dressing 1 Oz. Coke 1 Each Biscuit 1 Each Beverage 1 Cup	Hot Dog 2 Each WW Bread 2 Slices Ketchup 1 Packet Mustard 1 Packet BBQ Beans 1 Cup Carrots 1/2 Cup Coke 1 Each Beverage 1 Cup
					5/4/2023			
					Dietitian Review Date			
							Dietitian RDN# 66056347	

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- 2) Menu item weights are as served or as prepared.
- 3) All menu items are pork free.
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- 5) Biscuits, Pastry, Cake, & Corn Bread all are 1/60th Cut.



Canteen Services, Inc. – Proposal Response



1 Week Sample Kosher Menu

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Breakfast	Cereal 2 Pouches 2 Slices IW Bread 2 Each Hard Boiled Eggs 2 Each 2 Packets Jelly 2 Each Prepackaged Fruit 1 Cup Milk 1 Carton	Cereal 2 Pouches 2 Slices IW Bread 2 Each Hard Boiled Eggs 2 Each 2 Packets Jelly 2 Each Prepackaged Fruit 1 Cup Milk 1 Carton	Cereal 2 Pouches 2 Slices IW Bread 2 Each Hard Boiled Eggs 2 Each 2 Packets Jelly 2 Each Prepackaged Fruit 1 Cup Milk 1 Carton	Cereal 2 Pouches 2 Slices IW Bread 2 Each Hard Boiled Eggs 2 Each 2 Packets Jelly 2 Each Prepackaged Fruit 1 Cup Milk 1 Carton	Cereal 2 Pouches 2 Slices IW Bread 2 Each Hard Boiled Eggs 2 Each 2 Packets Jelly 2 Each Prepackaged Fruit 1 Cup Milk 1 Carton	Cereal 2 Pouches 2 Slices IW Bread 2 Each Hard Boiled Eggs 2 Each 2 Packets Jelly 2 Each Prepackaged Fruit 1 Cup Milk 1 Carton	Cereal 2 Pouches 2 Slices IW Bread 2 Each Hard Boiled Eggs 2 Each 2 Packets Jelly 2 Each Prepackaged Fruit 1 Cup Milk 1 Carton	Cereal 2 Pouches 2 Slices IW Bread 2 Each Hard Boiled Eggs 2 Each 2 Packets Jelly 2 Each Prepackaged Fruit 1 Cup Milk 1 Carton
Lunch	Kosher Chili Pack 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Juice 1 Carton Individual Margarine 2 Pats	Kosher Country Breakfast 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Juice 1 Carton Individual Margarine 2 Pats	Kosher Brunswick Stew 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Juice 1 Carton Individual Margarine 2 Pats	Kosher Spaghetti 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Juice 1 Carton Individual Margarine 2 Pats	Kosher Chili 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Juice 1 Carton Individual Margarine 2 Pats	Kosher Country Breakfast 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Juice 1 Carton Individual Margarine 2 Pats	Kosher Brunswick Stew 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Juice 1 Carton Individual Margarine 2 Pats	Kosher Brunswick Stew 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Juice 1 Carton Individual Margarine 2 Pats
Dinner	Kosher Stroganoff Pack 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Individual Margarine 2 Pats	Kosher Cajun Chicken 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Individual Margarine 2 Pats	Kosher Chicken Ala King 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Individual Margarine 2 Pats	Kosher Chili 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Individual Margarine 2 Pats	Kosher Stroganoff 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Individual Margarine 2 Pats	Kosher Cajun Chicken 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Individual Margarine 2 Pats	Kosher Brunswick Stew 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Juice 1 Carton Individual Margarine 2 Pats	Kosher Chicken Ala King 1 Each IW Vegetables 1 Each 2 Slices IW Bread 2 Slices Prepackaged Fruit 1 Cup Milk 1 Carton Individual Margarine 2 Pats

- 1) Servings shown in ounces (oz.) are by weight, cups are by volume.
- 2) Menu item weights are as served or as prepared.
- 3) All menu items are pork free.
- 4) Menu is based on an average of 2500+ Calories per day.

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5/4/2023
Dietitian Review Date

Dietitian RD# 68056347





SAMPLE HOLIDAY MENU

All Special Holiday meals replace the lunch meal. All other meals served on a Holiday follow the scheduled menu. Any other changes must be approved by Administration.

New Years' Day

Cheeseburger & Bun
Ketchup/Mayo/Mustard
1 Cup Chips
1 Cup Mac and Cheese
1/2 Cup Corn
1-1/60th Cut Brownie w/Choc. Frosting
1 Mini-Hershey Bar
1 Cup Fortified Beverage

Easter

4 oz Sliced Turkey or Ham
1 Cup Mashed Potatoes
1/4 Cup Gravy
1/2 Cup Green Beans
1 Buttered Biscuit
1-1/60th Cut Jellybean Frosted Cake
1 Cup Fortified Beverage

Memorial Day / July 4th / Labor Day

1 Polish Dog on Bun
1 Cup Potato Chips
1 Cup Mac Salad
1/2 Cup Corn
1-1/60th Cut Frosted Cake
1 Cup Fortified Beverage

Thanksgiving

4 oz Sliced (Diced) Turkey
1 Cup Mashed Potatoes
1/4 Cup Gravy
1/2 Cup Green Beans
1 Buttered Biscuit
1-1/60th Cut Pumpkin Pie (Home Made Sheet Pan)
1/4 Cup Cranberry Sauce
1 Cup Fortified Beverage

Christmas

4 oz Turkey Ham
1 Cup Mashed Potatoes
1/4 Cup Gravy
1/2 Cup Green Beans
1 Buttered Biscuit
1-1/60th Cut Frosted Cake w/Candy Cane Sprinkles
1 Cup Fortified Beverage

Canteen Services, Inc. – Proposal Response



NUTRITIONAL ANALYSIS FOR SAMPLE MENUS

Ottawa Menu Breakdown								
Week 1	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Weekly Average for calories
Calories (kcal)	2620	2639	2708	2650	2570	2783	2649	2659.857
Protein (gm)	85	111.1	107.4	85.6	80.5	100.7	96.4	
Vitamin A (mcg)	929.6	1335	932.9	1419	895.5	972	1354	
Vitamin C (mg)	264.9	271.8	332.3	261.8	303.1	279.8	280.4	
Calcium (mg)	1175	1025	1246	1018	1086	1378	1289	
Iron (mg)	24.2	30	26.4	27.2	27.3	26.5	28.3	
Week 2								
Calories (kcal)	2806	2698	2655	3186	2950	2761	2730	2826.571
Protein (gm)	88.6	93.3	98.2	101.7	120.5	98.9	94.6	
Vitamin A (mcg)	1013	1332	812.7	2066	950.4	918.4	1367	
Vitamin C (mg)	285.7	269.4	276.5	258.7	315.6	267.5	291.8	
Calcium (mg)	1036	1045	1212	1218	1290	1363	1326	
Iron (mg)	27.1	31.5	29	27.4	27.9	25.5	16.9	
Week 3								
Calories (kcal)	2806	2698	2708	2650	2570	2761	2730	2703.286
Protein (gm)	88.6	93.3	107.4	85.6	80.5	98.9	94.6	
Vitamin A (mcg)	1013	1332	932.9	1419	895.5	918.4	1367	
Vitamin C (mg)	285.7	269.4	332.3	261.8	303.1	267.5	291.8	
Calcium (mg)	1036	1045	1246	1018	1086	1363	1326	
Iron (mg)	27.1	31.5	26.4	27.2	27.3	25.5	16.9	
Vegetarian								
Calories (kcal)	2636	2417	2596	2514	2493	2639	2758	
Protein (gm)	95.9	80.7	76.2	83.7	78.4	82.1	90.9	
Vitamin A (mcg)	929.6	1380	935.6	1392	891.2	738.1	1318	
Vitamin C (mg)	264.9	264.2	317.2	264.1	302.2	281.1	280	
Calcium (mg)	1193	1167	1297	1066	1133	1303	1392	
Iron (mg)	26.4	30.4	26.5	28.2	30.3	28.5	30	
Diabetic								
Calories (kcal)	2351	2215	2167	2761	2468	2306	2331	
Protein (gm)	78	82.7	87.6	91.1	109.8	88.2	94.2	
Vitamin A (mcg)	1011	1512	810.2	2063	947.9	915.9	1366	
Vitamin C (mg)	337.9	321	382.2	310.3	367.2	319.2	369.3	
Calcium (mg)	705.8	714.4	881.6	887.6	959.8	1032	1001	
Iron (mg)	23.5	28	25.4	23.8	24.3	21.9	23.6	
Prenatal								
Calories (kcal)	2976	2971	2801	3456	3288	2956	2944	
Protein (gm)	98.1	124.8	111	116.2	142.2	113.3	109.8	
Vitamin A (mcg)	1031	1339	826.7	2221	993.9	956.2	1367	
Vitamin C (mg)	285.9	270.1	280.9	260.3	326	268.4	291.8	
Calcium (mg)	1062	1091	1256	1268	1371	1451	1425	
Iron (mg)	28.1	35.4	30.8	29.3	30.8	26.7	28.5	
Bland								
Calories (kcal)	2759	2733	2759	3186	2788	2761	2730	
Protein (gm)	87.5	108.9	101.4	101.7	128.2	98.9	94.6	
Vitamin A (mcg)	1013	1364	752.4	2066	932.7	918.4	1367	
Vitamin C (mg)	285.7	263.5	254.5	258.7	312.9	267.5	291.8	
Calcium (mg)	1034	1036	1197	1218	1299	1363	1326	
Iron (mg)	26.8	27.4	28.3	27.4	28.2	25.5	26.9	
High Fiber								
Calories (kcal)	2806	2697	2655	3186	2971	2760	2764	
Protein (gm)	94.7	99.4	104.3	107.8	121.9	104.9	101.7	
Vitamin A (mcg)	876.1	1195	675.5	1928	813.2	781.2	1230	
Vitamin C (mg)	279.8	263.5	270.7	252.8	309.7	261.7	285.9	
Calcium (mg)	1133	1141	1308	1314	1310	1459	1385	
Iron (mg)	28.9	33.4	30.8	29.2	29.9	27.3	27.9	
High Fiber								
Calories (kcal)	2688	2579	2445	3068	2616	2562	2612	
Protein (gm)	86.4	91.1	90.5	99.5	94.8	99	92.4	
Vitamin A (mcg)	1053	1372	793.4	2106	808.1	735.5	1407	
Vitamin C (mg)	292.7	276.4	283.6	265.7	276.5	274.6	298.8	
Calcium (mg)	1209	1218	1232	1391	1166	1208	1499	
Iron (mg)	27.2	31.7	29.1	27.6	26.3	27.7	27	
Muslim/Islamic								
Calories (kcal)	2636	2417	2596	2514	2493	2639	2758	
Protein (gm)	95.9	80.7	76.2	83.7	78.4	82.1	90.9	
Vitamin A (mcg)	929.6	1380	935.6	1392	891.2	738.1	1318	
Vitamin C (mg)	264.9	264.2	317.2	264.1	302.2	281.1	280	
Calcium (mg)	1193	1167	1297	1066	1133	1303	1392	
Iron (mg)	26.4	30.4	26.5	28.2	30.3	28.5	30	
Kosher (Jewish)								
Calories (kcal)	2732	2516	2882	2800	2648	2516	2778	
Protein (gm)	112.3	106.4	118.7	109.4	107.3	106.4	115.3	
Vitamin A (mcg)	1642	1611	2575	1615	1625	1611	2354	
Vitamin C (mg)	653.9	648.6	664.7	659.8	653.7	648.6	657.3	
Calcium (mg)	1608	1452	1644	1617	1588	1452	1599	
Iron (mg)	32.5	22.6	25.2	33.3	31.8	22.6	24.1	

*Nutritional adequacy of menus compared to RDA, AI, and DRI has not been established for some nutrients due to limitations of content in nutrient databases and manufacturer data reported by food manufacturers. Also, nutrient analysis software utilized does not allow for "homemade" menu items therefore some items utilized in the analysis are prepackaged/processed items and are higher in fat and sodium content than actual items served.

Prepared by: *Joelle DeMisi*
 Joelle DeMisi, RD
 CDR # 86056347



Canteen Services, Inc. – Proposal Response



Additional Information:

Tigg's Officer Meals Program

Canteen Services has recently launched our new "Tigg's Officer Meals Program". Our program provides for Officers and staff members to purchase meals through our new online portal. Meals consist of hamburgers, cheeseburgers, pizza, hot dogs/chili dogs, chicken strips, along with side items such as fries, tater tots, chips, and cookies.

Our Officers meal program allows staff to purchase meals in advance of their shift, that are prepared in the Ottawa County Jail Kitchen by Canteen Staff, and available for pickup in the kitchen at mutually agreed times.

Sell-To-Cell Program

As Canteen Services is the inmate commissary provider for Ottawa County, we can leverage our public facing online portal to allow friends and family to order additional meals on behalf of their loved ones.

Canteen Services will work with Ottawa County to establish a menu which meets the needs of your facility. Each Sell-To-Cell meal is cooked fresh on the mutually established day and is served at a mutually agreed upon time. Some sample meal items on our current program consist of a burger, cheese pizza slice, or pepperoni pizza slice. All meals include chips and a beverage.

Our Sell-To-Cell program is a great way to encourage good inmate behavior with giving them the ability to order a special meal. Canteen's Sell-To-Cell program also offers a commission to Ottawa County Jail as an additional revenue source.

Affiliations

Your facility will appreciate and benefit from Canteen's experience and affiliations. We have served—and continue to build long-term relationships with—some of the most important organizations in corrections and food services.

Michigan Sheriff's Association (MSA)

Canteen has been a committed and loyal partner of the Michigan Sheriff's Association (MSA) for more than 18 years. MSA recently announced that out of 150 vendors currently providing services to Michigan County Jails, Canteen Services is one of only 11 that is classified as a "preferred" vendor. Terry Jungel, Retired, Executive Director for MSA personally endorsed Canteen Services as a Preferred Vendor for the Michigan Sheriff's Association. He had many positive things to say about Canteen's commitment to providing high quality food service and described our unwavering dedication to meeting the unique needs of inmates, sheriffs and the MSA.

Indiana Sheriffs' Association

Canteen donates time and support to the Indiana Sheriffs' Association. It is the mission of the Indiana Sheriffs' Association to help maintain the Office of the Sheriff. Canteen Services is a Preferred Vendor for the Indiana Sheriffs' Association.

Additional

Other affiliated organizations include the Association of Correctional Food Service Affiliates, American Jail Association, Buckeye Sheriff's Association, and other Charitable Contributions.



Canteen Services, Inc. – Proposal Response



EXHIBIT ONE

Canteen Services, Inc. proposes the following tiered meal pricing schedule as an alternate option to the flat per meal rate.

The following tiered pricing is based on quantity of meals served for each lunch and dinner meal service providing regular inmate trays, holiday meals, medical diet meals, and religious meals (excluding Kosher meals), and excluding Bag meals and Officer meals.

<u>Meal Quantity</u>	<u>Proposed Pricing</u>
0 – 225	\$1.80
226 – 280	\$1.755
281 – 330	\$1.715
331 – 380	\$1.68
381 and over	\$1.65

Bag meals no matter the quantity or whether breakfast bag, lunch bag, dinner bag, or court bag, and Officer meals will be at the price proposed on Attachment H – Proposal Pricing Form for Ottawa County's Sheriff's Office

Canteen Services, Inc. – Required Attachments



THE FOLLOWING PAGE(S) CONTAIN THE REQUIRED DOCUMENT ATTACHMENTS:

ATTACHMENT A: FIXED PRICE ATTESTATION SHEET

ATTACHMENT B: CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

ATTACHMENT C: SUSPENSION AND DEBARMENT CERTIFICATION

ATTACHMENT D: CLEAN AIR AND WATER CERTIFICATE

ATTACHMENT E: DISCLOSURE OF LOBBYING ACTIVITIES

ATTACHMENT F: CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517

ATTACHMENT G: AUTHORIZED REQUEST FOR REFERENCES

ATTACHMENT H: FOOD SERVICE MANAGEMENT PROPOSAL PRICING FORM

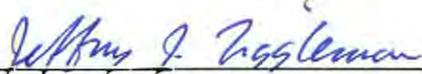
**ATTACHMENT A – ATTESTATION SHEET
FSMC FIXED PRICE RFP**

By submission of this bid, the Food Service Management Company (FSMC) acknowledges that it has carefully examined all terms and conditions set forth in the FSMC Fixed Price Request for Proposal/Contract Solicitation issued by the **Ottawa Juvenile Detention Center** (School Food Authority) on **Monday, April 17, 2023**. The FSMC acknowledges that it has made examinations and verifications and is fully conversant with all conditions under which services are to be performed for the School Food Authority. No claims for additional compensation will be considered and no contractual amendments will be executed due to the successful bidder's failure to be so informed.

The FSMC acknowledges that the School Food Authority reserves the right to reject any bid(s) when it is in the recipient's interest to do so. Awards will be made to the bidder whose bid or offer is responsive to the solicitation and is most advantageous to the recipient.

Negligence in the preparation or presentation of, errors in, or omissions from bids shall not relieve the FSMC from fulfillment of the obligations and requirements of the proposed contract. Once a contract is executed, the FSMC shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent, or employee of the School Food Authority, or any other person.

By submitting a bid, the FSMC agrees to execute a contract with the School Food Authority and to perform services in accordance with the finalized contract documents.



Signature of FSMC Representative

Jeffrey Tiggleman

Printed Name of FSMC Representative

Canteen Services, Inc.

Name of FSMC

5-4-2023

Date

ATTACHMENT B – CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the School Food Authority (SFA) and Food Service Management Company/Vendor (offeror) shall execute this Certificate of Independent Price Determination.

Ottawa County Juvenile Detention Center (SFA) and Food Service Management Company/Vendor (see below)

- A. By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting completion, as to any matter relating to such prices with any other offeror or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor.
 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the offeror certifies that:
1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A1 through A3 above; or
 2. He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to A1 through A3 above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A1 through A3 above.

To the best of my knowledge, this offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

Jeffrey J. Rademan - President 5-4-2023
Signature of Food Service Management Company/Title Date
Vendor's Authorized Representative

In accepting this offer, the SFA certifies that no representative of the SFA has taken any action which may have jeopardized the independence of the offer referred to above.

Signature of SFA's Authorized Representative/Title Date

ATTACHMENT C – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS:

1. By signing and submitting this form, the prospective lower tier participant is providing the certification in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check for Excluded Parties on the System for Award Management at <https://www.sam.gov/portal/public/SAM/>.

ATTACHMENT C – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (CONTINUED)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 7 CFR Part 3017, Subpart C, Responsibilities of Participants Regarding Transactions.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Canteen Services, Inc.

Name of Food Service Management Company/Vendor

Jeffrey Tiggelman / President

Name(s) and Title(s) of Authorized Representative(s)

Jeffrey J. Tiggelman - president *5-4-2023*

Signature(s) Date

ATTACHMENT D – CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. Both the School Food Authority (SFA) and Food Service Management Company/Vendor (offeror) shall execute this Certificate.

Ottawa County Juvenile Detention Center (SFA) and Food Service Management Company/Vendor (see below)

THE OFFEROR AGREES AS FOLLOWS:

To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c- 6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c- 7(d)).

ATTACHMENT E – NOTICE TO APPLICANTS - CERTIFICATION/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their sub-tier contractors and/or subgrantees) will be prohibited from using federal funds, other than profits from a federal contract, for lobbying Congress and any federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their sub-tier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their sub-tier contractors or subgrantees will pay with profits or non-appropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- You are prohibited from using appropriated funds (other than profits from federal contracts) on or after December 23, 1989, for lobbying Congress and any federal agency in connection with a particular contract, grant, cooperative agreement, or loan.
- You are required to execute the attached certification at the time of submission of an application or before any action more than \$100,000 is awarded.
- You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, Federal Register (pages 6736-6746).

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

**ATTACHMENT E – NOTICE TO APPLICANTS - CERTIFICATION/DISCLOSURE
REQUIREMENTS RELATED TO LOBBYING (CONTINUED)**

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Canteen Services, Inc.

Name of Food Service Management Company/Vendor

Jeffrey Tiggelman / President

Name(s) and Title(s) of Authorized Representative(s)

Jeffrey J. Tiggelman - president

Signature(s)

5-4-2023

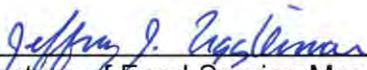
Date

**ATTACHMENT F – CERTIFICATE OF COMPLIANCE
MICHIGAN PUBLIC ACT NO. 517 OF 2012
IRAN ECONOMIC SANCTIONS ACT**

Ottawa County Juvenile Detention Center (SFA) and Food Service Management Company/Vendor (see below)

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), pursuant to the compliance certification requirement provided in the School Food Authority's (SFA) Request For Proposal (RFP), hereby certifies, represents, and warrants that the Company (which includes its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the SFA as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the SFA's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on an RFP for three (3) years from the date it is determined that the person has submitted the false certification.



Signature of Food Service Management Company/Vendor's Authorized Representative

President

Title

5-4-2023

Date

ATTACHMENT G – AUTHORIZED REQUEST FOR REFERENCES

Provide (3) three references from projects or services provided that are similar in size and/or scope, preferably from other governmental/municipal, and/or other community-based organizations. By providing the references below, Vendor authorizes any person contacted to give the County any and all information concerning work experience or performance and releases all parties from all liability for any damage that may result from furnishing the same to the County. Please do NOT include Ottawa County as a reference.

Reference 1			
Customer Name	Muskegon County Sheriff's Office	Contact Person	Lt. Matthew Smith
Contact Number	231-724-7177	Contact Email	Matthew.smith@muskegonsheriff.com
Project Description	Inmate Food Services Inmate Commissary Services		

Reference 2			
Customer Name	Saginaw County Sheriff's Office	Contact Person	Lt. Ebony Rasco
Contact Number	989-790-5409	Contact Email	erasco@saginawcounty.com
Project Description	Inmate Food Services Inmate Commissary Services		

Reference 3			
Customer Name	Newaygo County Sheriff's Office	Contact Person	Captain Jonathan Borgman
Contact Number	231-689-736	Contact Email	jona@newaygocountymi.gov
Project Description	Inmate Food Services Inmate Commissary Services		



**ATTACHMENT H – PROPOSAL PRICING FORM FOR OTTAWA COUNTY
SHERIFF'S OFFICE**

The Undersign hereby agrees to perform all work in accordance with the specifications, terms, and conditions for the costs as described. Please provide the following information for food service management services at the Ottawa County Jail:

1. Provide a description of the methodology of determining the meal count used to arrive at a number for accurate billing:

Communication between Ottawa County Jail Staff and Canteen on-site staff three (3) times per day relaying meal count needs for each meal service (Cold Breakfast, Hot Lunch, Hot Dinner), including quantity for each meal type (ie: regular tray, sack meal, medical diets, religious meals). Canteen staff records this information on our Weekly Operating Report (WOR) which is submitted weekly to the accounting office for billing purposes.

2. Confirm the following:

The "turn-key" operation proposal submitted includes all food items, food service items, janitorial/cleaning supplies and a staffing plan. Yes No

The contingency plan, in case of power outages or other disruptions has been provided in the proposal submitted. Yes No

The proposal submitted includes a twenty-one-day menu complete with nutritional analysis, proposal includes information on the nutritional and caloric recommendations that will be followed and "as served" portion sizes of each menu item. Yes No

The proposal submitted includes examples with pricing of an Inmate Religions Menu. Yes No

The proposal submitted includes examples with pricing of an Inmate Therapeutic / Special Diet Menu. Yes No



ATTACHMENT H – PROPOSAL PRICING FORM FOR OTTAWA COUNTY SHERIFF’S OFFICE (continued)

3. Proposed Pricing for the following meals:

(Note: pricing provided below is vendors’ proposed pricing for food service management at the Jail for the Sheriff’s Office. Vendors must also complete tabs 16, 17, 18 in the Information Section for proposed pricing for food service management at the Juvenile Detention Center.)

Inmate Breakfast (Grab and Go): 1.675

Inmate Lunch: 1.755

Inmate Dinner: 1.755

Inmate Snack: 1.30

Inmate Sack Lunch: 1.675

Inmate Sack Dinner: 1.675

Officer Breakfast: 2.55

Officer Lunch: 2.55

Office Dinner: 2.55

4. Provide information / policies for serving special meals on holidays for inmates. Proposed menus shall be identified. All such meals will be provided at contract rates. Four (4) holiday meals shall be provided annually, including July 4th, Thanksgiving, Christmas, and New Year holidays.

Canteen's standard Holiday menu covers seven (7) holidays: New Years Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. All Special Holiday meals replace the lunch meal. All other meals served on a Holiday follow the scheduled menu. Any other changes must be approved by Administration.

In additional to the above pricing, our proposal includes the following:

a) Kosher Meals shall be \$6.60/each (all other religious type meals included at the above 'Inmate' Breakfast, Lunch, and Dinner rate as well as all Medical and Holiday).

b) Protein Shakes shall be \$1.50/each

Canteen is also offering a Tiered pricing option - please refer to Exhibit One for details





ATTACHMENT H – PROPOSAL PRICING FORM FOR OTTAWA COUNTY SHERIFF'S OFFICE (continued)

- 5. Provide, based on your experience in food service, information and pricing on commonly requested meals/food that may be provided upon request. Provide information on the system used to communicate a request for said meals/foods.

Sell-To-Cell Program: As the inmate commissary provider for Ottawa County Jail, we can leverage our online portal to allow friends and family to order additional meals for their loved ones. Each meal is cooked fresh on the mutually established day and served at an agreed upon time. Sample meal items on our current program consist of a burger, cheese pizza slice, or pepperoni pizza slice. All meals include chips and a beverage. Current price is \$12.19 with a commission to Ottawa County Jail as an additional revenue source.

Officer Meals Program: Officers and staff members may purchase meals through our new online portal. Meals consist of hamburgers, cheeseburgers, pizza, hot dogs/chili dogs, chicken strips, along with side items such as fries, tater tots, chips, and cookies. Staff purchase meals in advance of their shift, they are prepared in the County Jail Kitchen by Canteen Staff, and available for pickup in the kitchen at agreed times. Current price averages between \$5.00 - \$6.00.

- 6. OTHER INFORMATION – Include any other information that would be helpful to the County. Our proposal is based on:

Menu with Cold Breakfast, Hot Lunch, Hot Dinner

Ottawa County providing and maintaining all kitchen equipment needed for administering this food service program as well as all expendable items/replacements as needed.

Ottawa County Jail providing a minimum of 14 inmate workers to assist in the kitchen with cooking, baking, food preparation, inventory stocking, inventory retrieval, and cleaning.

Canteen is also offering a Tiered pricing option - please refer to Exhibit One for details

BY: [Signature] (Signature of Authorized Representative)

5-4-2023 Date

Jeffrey Tiggelman / President

(Printed Name and Title of Authorized Representative)

Canteen Services, Inc.

Company Name (and Legal Name) for Business

Exhibit C

RE: Officer meals and Agreement

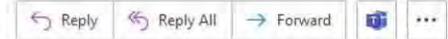


Michael Stump <mstump@canteenservices.com>

To Purchasing RFP

Retention Policy Default 7 year delete (7 years)

You forwarded this message on 7/7/2023 8:12 AM.



Expires 7/6/2030 Thu 7/6/2023 3:38 PM



Ottawa County Officer Meal Menu - Revised.docx
13 KB

Good afternoon Janice,

I hope this finds you well today!

I apologize for the delay as I've been on vacation this week, however, I wanted to get caught up on some outstanding items.

I've attached the revised officers menu with the sizes/weight of the items that we presented.

I've also sent the month-to-month agreement to our office for our signature and I anticipate that back either yet this afternoon or tomorrow and I will forward that over to you.

I will be back in the office for part of the day on Monday and then in the office the remainder of next week.

Please don't hesitate to contact me if I can provide any further assistance.

Thanks again Janice and have a wonderful day!

Michael Stump

Vice President of Commissary &

Business Development

Tigg's Canteen Services

616.450.5495

mstump@canteenservices.com



Ottawa County Officer Meal Menu

All meals come with a bag of chips (1.3 oz).

Chicken Sandwich – Chicken patty (3.2 oz), bun, cheese, and May

Pizza – 2 slices of pizza (Pepperoni or Cheese Pizza)

Hamburger or Cheeseburger – Hamburger patty (2.7 oz), bun, ketchup, mustard, and cheese (.4 oz).

Grilled Cheese Sandwich – 2 slices of toasted bread and cheese (.4oz)

Hot Dog – Hotdog (1.3 oz), bun, ketchup, mustard, and relish

Exhibit D

<u>RESPONSIBILITIES OF CANTEEN AND CLIENT (OTTAWA COUNTY JAIL)</u>	<u>CANTEEN</u>	<u>CLIENT</u>
Floor Cleaning - Daily spot mopping of floors in the storage and food service preparation areas	X	
Floor Cleaning--Daily spot mopping of floor in the dining areas and all necessary scrubbing, stripping, and polishing of floor in the storage, food service preparation area and the dining areas		X
Freezers and Refrigerators - Cleaning of shelving, walls, and floor	X	
Freezers and Refrigerator - Cleaning of fans, coils, and condensers		X
Cleaning of cooking utensils, and mixing equipment and utensils, hand utensils, containers, toasters, coffee makers, grills, steam kettles, steamers, can openers, work surfaces, mixers, slicers, grinders, saws, deep fat fryers and skillets, vegetable peelers, sinks, beverage dispensers, mops and buckets, cafeteria tables, eating utensils, trays, tumblers, cups, storeroom shelving, shelving in food preparation and serving areas, ice machine, utensil racks, and utility drawers	X	
Food Costs	X	
Labor Costs	X	
Inmate Labor		X
Paper Goods	X	
Cleaning Supplies	X	X
Uniforms	X	X
Telephone -- Local		X
Telephone - Long Distance		X
Expendable Replacements		X
Interest on Late Payments		X
Employee Insurance	X	
General Liability	X	
Facilities Liability		X
Maintenance Costs		X
Utilities		X
Dumpster Service		X
Pest Control		X
Food License	X	
Fire Systems		X
Sack Lunch Program	X	
Record Keeping	X	
Equipment Replacement		X

Exhibit E

EQUIPMENT INVENTORY LIST (to be completed by District/Sponsor)

List all food service equipment used in food service and identify if it belongs to the district/sponsor or if it is an FSMC-provided item.

Mark an "X" in the appropriate columns for each item.

Equipment List	Expendable (one time use)	Non-Expendable (reusable)	District/Sponsor Owns	FSMC Provides
Spray Arm Hoses (Qty 2)		X	X	
Garbage Disposal (Qty 2)		X	X	
Hand Sinks with Paper towel & Soap Dispensers (Qty 5)		X	X	
Sinks (Qty 3)		X	X	
3 Compartment Sink with Alco Chemical Dispenser (Qty 1)		X	X	
Hoods (Qty 3)		X	X	
Cold serving line with 3 Wells (Qty 1)		X	X	
Hot Serving Line with 3 Wells (Qty 1)		X	X	
Food Slicer (Qty 1)		X	X	
Food Carts (Qty 13)		X	X	
Food warmer (FEW) (Qty 1)		X	X	
Proofer/warmer (Cres Core) (Qty 1)		X	X	
Convection Ovens (Blodgett & Southbend) (Qty 5)		X	X	
6 Burner Gas Stove with Convection Oven (Qty 1)		X	X	
Ice Machine (Qty 1)		X	X	
Walk In Cooler (Kolpak) (Qty 1)		X	X	
Walk in Freezer (Qty 1)		X	X	
Reach In Cooler (Nor Lake) (Qty 1)		X	X	
Steam Kettle (Qty 1)		X	X	
Tilt Skillet (Qty 1)		X	X	
Microwave (Qty 1)		X	X	
Steamers (Steam & Hold) (Qty 2)		X	X	
Stand Mixer (Hobart) (Qty 1)		X	X	
Baking Table (Qty 1)		X	X	
Prep Table with shelves & 6 drawers (Qty 1)		X	X	
Counter with Shelves (Qty 1)		X	X	
Counter with Cupboards (Qty 1)		X	X	
Table (Qty 1)		X	X	
Chairs (Qty 14)		X	X	
Toilets (Qty 2)		X	X	
Rolling Dry Food Bins (Qty 3)		X	X	
Coolers (Qty 5)		X	X	
5 Gallon Drink Coolers (Qty 6)		X	X	
Drink Cambro 5 Gallon (Qty 6)		X	X	
Drink Cambro 8 Gallons (Qty 1)		X	X	
Baking Cool down racks (Qty 4)		X	X	
Dish machine (Hobart) with Alco chemical (Qty 1)		X	X	

Equipment listed has dual purpose use for both Adult Detention and Juvenile Detention Center

Replacement cost of equipment listed responsibility of Ottawa County (unless destroyed with intent).

Action Request



Committee: Finance and Administration Committee

Meeting Date: 09/05/2023

Requesting Department: Community Mental Health

Submitted By: Marcie Ver Beek

Agenda Item: Request to Increase Pay for Nurse Prescriber for Retention Purposes

Suggested Motion:

To approve and forward to the Board of Commissioners the request from Community Mental Health to increase the pay for a Nurse Prescriber from step 4 to step 6 on the Prescriber pay scale at the cost of for retention purposes.

Summary of Request:

This request to advance a currently employed Nurse Prescriber from step 4 to step 6 on the Prescriber pay scale is for retention purposes. Community Mental Health has increased turnover with staff that can prescribe such as the departure of the full-time staff psychiatrist and another nurse prescriber. This non-precedent setting pay increase will assist with the retention of the remaining two staff that can prescribe to ensure continuity of services and continuance of care. Contracting out the services, if there is additional turnover, will be very costly and impact the budget.

The cost of the increase is \$14,239.96 to be paid through existing CMH funding.

Financial Information:

Total Cost: \$14,239.96	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: 

Committee/Governing/Advisory Board Approval Date:

Action Request



Committee: Finance and Administration Committee

Meeting Date: 09/05/2023

Requesting Department: Human Resources

Submitted By: Marcie Ver Beek

Agenda Item: Fiscal Services Personnel Request

Suggested Motion:

To approve and forward to the Board of Commissioners a proposal to add one, 1.0 FTE full-time, benefited Budget Manager position at universal paygrade 15 for a total cost of \$131,738.00 paid for by the general fund.

Summary of Request:

Currently, the Fiscal Services Department has an Accounting Manager to manage the general ledger and audit process, whereas the budget process is a shared responsibility between the Director and Assistant Fiscal Services Director. The addition of this position will support management and provide capacity for the Assistant Director to focus more on the day to day departmental operations. Which, in turn, will allow the Director the opportunity to focus on countywide financial goals and initiatives.

The Budget Manager will manage the annual operating and capital budget process. Additionally, this position will have capacity to improve budgeting systems, processes, financial projections, and transparency for the county.

Financial Information:

Total Cost: \$131,738.00	General Fund Cost: \$131,738.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Approval of this motion authorizes funding in FY24.

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Goal 4: To Continually Improve the County's Organization and Services.

Objective: Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date:

Action Request

Electronic Submission – Contract # 2008



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 9/5/2023

Vendor/3rd Party: FIRE EQUIPMENT ASSOCIATES

Requesting Department: EMERGENCY SERVICES

Submitted By: LOUIS HUNT

Agenda Item: APPROVAL OF FOAM CONCENTRATE TOTE TRAILERS

Suggested Motion:

To approve the purchase of the foam concentrate tote trailers and foam

Summary of Request:

As per budget approved by the Board on Tuesday April 11th, this is a request to approve purchase of the firefighting foam trailers and foam.

Financial Information:

Total Cost: \$237,531.00

General Fund Cost: \$237,531.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: New Activity

Action is Related to Strategic Plan:

Administration:

Recommended by County Administrator:

9/1/2023 9:58:21 AM

Committee/Governing/Advisory Board Approval Date: 9/5/2023



Ottawa County

VENDOR PURCHASE AGREEMENT

County of Ottawa, 12220 Fillmore St, West Olive, MI 49460

This AGREEMENT is made and hereby effective when signed by both parties and is between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and Fire Equipment Associates (hereinafter, "Vendor"), with a principal place of business at PO Box 221, Flushing, Michigan, 48433.

Terms and Conditions

1. **Warranty:** Vendor warrants that it is fully qualified to provide the goods and/or services and that they will be of good workmanship, standard quality in the profession or industry, functional, free of defects, and if the intended use thereof is known, they are suitable for that use.
2. **Indemnity.** Vendor agrees to indemnify, defend and hold harmless Ottawa County, including its elected officials, officers, employees and volunteers from any claims, judgment, losses, damages, payments, costs arising out of or resulting from the vendor's performance or failure to perform the work described herein.
3. **Insurance.** Vendor shall provide proof of the following coverages: workers compensation, employer's liability, comprehensive general liability and if applicable, automobile and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages shall protect the vendor, and County and their employees, agents, representatives, invitees and subcontractors against claims arising out of the work performed or products provided. The County and its elected officials, officers, employees, agents and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.
4. **Adherence to Legal Requirements.** In conducting the work and in performing all services under this Agreement, the vendor expressly agrees to acquire all necessary permits and comply with all local, state and federal legal requirements, including but not limited to those for federally funded contracts and will also assure that any subcontractors retained by it to perform services under this Agreement will comply with such requirements.
5. **Goods.** Vendor agrees to provide the goods and services as detailed in Exhibit A – RFP 23-48 Foam Concentrate Tote Trailers. As necessary, it shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner. Process for order and delivery shall be as outlined in RFP.
6. **Term.** The County's obligations are limited to payment for the goods and/or services identified in Exhibit B – Vendor Response to RFP 23-48. All contracted pricing shall remain firm for the life of the project.
7. **Payment Terms.** Unless another term is specified in a written agreement fully approved and signed by the County, payment terms will be a net thirty (30) days of receipt of the finished product or final delivery of goods. The County is not liable for any cost exceeding the total cost as agreed to in subsequent documentation unless a signed written amendment is made to this Master Vendor Agreement.
8. **Merger and Modification.** This Agreement and any response to a request for proposal submitted by the vendor, represent the entire understanding between the parties and supersede all prior negotiations, representations or agreements, whether written or oral. This Agreement may be amended only by written instrument signed by the authorized representatives of the County and the vendor.
9. **Notices.** All certificates and notices must be sent to the County department at the address above.
10. **Execution.** The vendor representative attests they are an official authorized to bind their organization to the terms and conditions stated, by signature below.

Kevin Sprygada

Authorized Vendor Representative Name

Authorized Vendor Representative Signature

8/16/2023

Date

Joe Moss, Chairperson
Ottawa County Board of Commissioners

Date

Justin F. Roebuck
Ottawa County Clerk / Register Signature

Date

Exhibit A



Ottawa County

Request for Proposal 23-48 Foam Concentrate Tote Trailers

The County of Ottawa, on behalf of the Sheriff's Office, Emergency Management, is requesting proposals from experienced and qualified vendors for foam concentrate tote trailers and other equipment.

By responding to this RFP, the Proposer agrees to perform in accordance with the terms and conditions set forth herein.

RFP Issue Date:	Thursday, July 6, 2023
Questions Deadline:	Thursday, July 13, 2023
Addendum Issuance:	Tuesday, July 18, 2023
RFP Deadline:	By 2:00 PM (ET) Tuesday, July 25, 2023
Evaluation Timeline (Estimated):	Week of July 31 st , 2023
Intent to Award (Estimated):	Monday, August 7, 2023
Project Start (Estimated):	Monday, August 21, 2023

RFP Administrator: Janice McLaren, Procurement Specialist, 616-738-4670,
purchasing.rfp@miottawa.org

All requests for additional information or questions should be directed to the RFP Administrator.

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Section 1: Information Summary

General Information:

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County of Ottawa's website located at <http://www.miottawa.org/Departments/FiscalServices/bids.htm>. Copies of proposal documents obtained from any other sources are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

For purposes of this RFP, the term "Contractor," "Vendor," "Proposer," "Respondent," or "Bidder" are considered to have the same meaning, all referring to the person or company responding to this RFP. Additionally, the terms "County," "Client," or "Owner" refers to the County of Ottawa.

Proposal Submission:

Proposals must be received by **2:00 PM (ET) on Tuesday, July 25, 2023**. Proposals received after this time will not be considered. Proposals may be withdrawn at any time prior to the scheduled proposal deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP Deadline. Proposals should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Proposals will be reviewed to determine if submission requirements are met. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. Vendor assumes responsibility for meeting the submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

All proposals must include completed, signed copies of all required attachments. Vendor assumes all risks associated with electronic submission (including possible technical issues). Attachments must be filled out in full and signed by an authorized Company representative.

Proposal Response:

Proposal response must contain completed and signed (if applicable) copies of each of the following required attachments:

- ATTACHMENT A – COVER SHEET FOR PROPOSAL
- ATTACHMENT B – VENDOR REFERENCES
- ATTACHMENT C – PROPOSAL RESPONSE (INCLUDE QUOTE / PRICING)

Proposals will be accepted by e-mail submission only, as follows:

Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to: purchasing.rfp@miottawa.org with subject line of: "RFP 23-48 Foam Concentrate Tote Trailers." The County can receive email attachments up to 25 megabytes. Proposal documents larger than 20 megabytes should be sent in multiple emails with subject line of: "RFP 23-48 – 1 of 2", etcetera. It will be the Proposers' responsibility to ensure that their proposal have been appropriately delivered and received.

Modification:

Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer's authorized representative. After the submission deadline, responses may not be modified or withdrawn without written consent of the County. All pricing provided shall remain firm for the life of the project.

Pre-Proposal Conference:

No pre-proposal conference scheduled.

Questions:

Vendors may submit questions and requests for clarification relating to this RFP to the RFP Administrator by the stated deadline. Responses to all questions and inquiries received by the County will be issued in the form of an Addendum and posted on the MITN and the County's website, as needed. Only answers to questions submitted prior to the submission deadline and released in the form of an Addendum will be considered official and final. Any remarks or explanations made by phone, email, or in-person will be considered draft and will be non-binding.

Section 2: Background Information

County Information:

Beautiful Ottawa County is located in the southwestern section of Michigan's Lower Peninsula. Its western boundary is formed by Lake Michigan and its eastern boundary is approximately 30 miles inland. The County landmass consists of a total area of 565 square miles with over 300 miles of water frontage. The County is composed of 6 cities, 17 townships, and 1 village.

The current County's legislative body is an eleven-member Board of Commissioners which is elected from single-member districts, determined by population, on a partisan basis for two-year terms. The Board of Commissioners provides oversight, establishes policy, and builds the strategic plan for County operations.

Ottawa County has been named the fastest growing population in the state. Between 2010 and 2020 there was a 12.3% increase in population. The estimated population in the County in 2021 was 299,157. This significant population growth is expected to continue in the years ahead.

Emergency Management is responsible for the coordination of large-scale emergencies in Ottawa County. In addition to the writing and coordination of emergency operation plans, Emergency Management provides assistance to local jurisdictions and County agencies before, during, and after disasters strike. The Ottawa County EOC provides a single, recognizable focal point for emergency or disaster management. Requests for assistance can be made to a single location where key officials can meet, assess the situation, make decisions, coordinate activities, set priorities and manage resources.

The Ottawa County Hazardous Materials & Technical Rescue Team (OCHMTRT) consist of two teams of volunteers who are trained to respond to a variety of situations, from a hazardous Materials release to a building collapse. The Hazardous Materials Team members are trained to the advanced technician level and are prepared to respond to and mitigate incidents involving hazardous materials. The team trains monthly using practical training situations to simulate hazardous material releases at facilities within the County. The Tech Rescue team members are certified firefighters capable of responding to incidents involving confined spaces, trench and structural collapses, as well as vehicle and heavy equipment extrication. The team trains monthly as well on various scenarios ranging from high rise practical training to trench rescue training.

Section 3: Scope of Proposal

The County of Ottawa, on behalf of the Sheriff's Office, Emergency Management, is requesting proposals from experienced and qualified vendors for foam concentrate tote trailers and other equipment to be used by the Ottawa County Hazmat and Technical Rescue Team.

A. Chemguard Special Dual Tote Trailer

The Chemguard Defender series of mobile foam trailers are constructed from structural steel rated at a tensile strength of over 36,000 lbs. per square inch and finished off with high gloss polyurethane enamel, Defender Series trailers are economical, extremely durable, and corrosion resistant. Designed and developed for extreme incident flexibility, the Defender series of trailers are offered with a wide variety of options with the ability to custom design units to best fit the specific needs of departments.

Standard Features:

High-Capacity Foam Concentrate Storage: Each Dual Tote Trailer shall be built to carry the following concentrate: two (2) 265 Gallon Totes and twenty-eight (28) 5 Gallon Pails.

Fixed Master Stream Vertical Waterway: Pre-piped vertical waterway constructed from 4" Schedule 40 pipe running through a lever operated butterfly valve. The waterway is supplied by two Storz inlet connections on each side of the trailer.

Stabilizing Jacks: All trailers are equipped with one 7,000-pound capacity drop-foot front jack and dual 5,000-pound capacity swing-down rear jacks for stabilization.

Electric Braking System: Each trailer comes standard with 12" x 2" electric brakes on both axles. The complete system contains an emergency break-away with battery, an electric brake controller to mount in the towing vehicle, and a brake actuator. For added strength, the dual tote trailers are equipped with two heavy duty 6,000 lb. load rated axels with E-Z Lube Bearings

For this project, in addition to the standard features listed above, each Chemguard, Dual Tote trailer (074053) to come equipped with the following features:

Nozzle: 1000 GPM Self Educating Nozzle (TFT ZMF14 # 1%, 3%)

Water Inlets (Drivers Side): Single 5" Storz W/Cap (Max Pressure is 250 PSI)

Water Inlets (Passenger Side): Single 5" Storz W/Cap (Max Pressure is 250 PSI)

Hose Bin Storage/Eductor – Left (Drivers Side): Std. Hose Bin 125 GPM
Prepiped Eductor (TFT UE-125-NF-01)(Rated Pressure is 200 PSI)

Hose Bin Storage – Right (Passenger Side): Std. Aluminum Hose Bin (no
eductor)

Wheels / Tires / Brakes: Standard with heavy duty 5-Star Polished Aluminum
wheels with ST225-75-R15 tires and electric brakes.

Finish/Operator Deck: Corrosion Resistant Red Paint (RAL 3001 Color) with
Aluminum Diamond Tread Plate Decking

Front (Tongue Storage) : Two (2) Large Aluminum A-Frame Too Box with 6"
deep open storage

Trailer Coupler: 2-5/16" Ball Coupler

Breakaway Battery Maintenance Charger: 120 VAC Charger for Brake Battery

Additional standard items: 36" long safety cable with hook, 1/2" quick link, two
(2) cargo strap assemblies, 2" pressure vacuum vent

Complete technical drawing required for review and approval.

B. Chemguard Non-Fluorinated Foam Concentrate – Totes and Pails

CHEMGUARD® NFF 3x3 UL201 is defined as a non-fluorinated firefighting foam concentrate, produced in equipment free from the use of PFAS chemistry. Since this product is free from any intentionally added PFAS chemistry, and precautions have been used to avoid PFAS contamination, it inherently complies with Directives (EU) 2017/1000 on PFOA and 2019/1021 (EU POPs directive) as a non-fluorinated product. Vendor shall note in proposal, the born on and expiration dates of each tote and pail.

Each trailer dual tote trailer to come with the follow totes

Two (2) 265 Gallon Totes (project total of six (6) required)

In addition, there is a required project total of eighty-four (84) 5 Gallon Pails

C. Vendor Qualifications and Mandatory Requirements

To be considered responsive, vendors must meet the requirements of this RFP. Vendors shall submit proposals understanding that prior to the award of contract, the County will/may make investigations, contact client references provided, as deemed prudent to determine a vendor's qualifications and eligibility. Vendor shall a minimum of three (3) years' experience in the business of providing the product described within this RFP.

Vendors encourage to provide information on their support resources including customer service, support availability, type of support, support on issues, training, troubleshooting etc.

Vendor shall meet all insurance requirements outlined in the RFP.

D. Warranty

Vendor will provide information in proposal on all product warranties. Include details on the type of warranty available, the length and how warranty claims and necessary repairs are made. If vendor offers any additional length in warranty, information should be provided within proposal.

E. Order and Delivery

Vendor will provide delivery of one (1) Dual Tote Trailer with two (2) totes, as specified to each of the following locations: (a total of three (3) trailers and six (6) totes)

Holland Charter Township Fire Department, Station 1, 131 Riley St., Holland MI 49424. Primary Point of Contact for Delivery Coordination – Fire Chief Jim Kohsel

Ferrysburg Fire Department, 601 174th Ave., Ferrysburg, MI 49409. Primary Point of Contact for Delivery Coordination – Fire Chief Mike Olthof

Allendale Fire Department, 6660 Lake Michigan Drive, Allendale, MI 49401. Primary Point of Contact for Delivery Coordination – Fire Chief Mike Keefe

Vendor will provide delivery of eighty-four (84) 5 Gallon Pails to the following location:

Ottawa County, Emergency Management, Fire/Storage Barn, 12220 Fillmore St., West Olive, MI 49460. Primary Point of Contact for Delivery Coordination – Derek Schroeder

Vendor to provide the following order and delivery information as part of their proposal:

- Order process (is there review and signoff procedure)
- Estimated lead time once signoff completed (required information)
- Upon receipt of a County issued purchase order, vendor shall provide a confirmed delivery date
- Provide information on shipping (how will trailer and totes arrive to each of the listed locations) Note that ChemGuard® NFF 3x3 UL201 is considered a non-hazardous material, shipping costs should accurately reflect material type being shipped. Material Safety Data Sheets provided for information (Exhibit A)
- Vendor to note process if trailer/totes **not** received by confirmed delivery date (does the County have the option to cancel, receive a refund or entitled receive a discount for inconvenience).
- Vendor to provide information on delivery acceptance process:
 - Coordination with Primary Point of Contact
 - Checklist / Review of Order for accuracy of product received
 - Damage claims
 - Ability of County to withhold payment until delivery is accepted

Section 4: Proposal Selection and Award Process

An Evaluation Committee(s) will be established by the County to review the proposals and to make recommendation for contract award(s).

A Proposer may not contact any member of the Evaluation Committee except at the RFP Administrator's direction. Purchasing will notify vendors of relevant steps and status throughout the evaluation process.

Proposals will be evaluated based on the following criteria (of equal weight and in no particular order):

- Completeness of Proposal
- Vendor Qualifications / Customer References
- Customer Service, Support, Care and Maintenance / Training
- Costs and Pricing Proposed / Estimated Delivery Dates

As part of the proposal evaluation process, the finalist vendor(s) may be invited to attend an in-person or virtual interview. The County reserves the right to interview any number of qualifying vendor(s) as part of the evaluation and section process. The County reserves the right to award a contract without an interview, as determined in the best interest of the County.

The County of Ottawa reserves the right to select and subsequently recommend for award the proposal that best meets its required needs, quality levels, and budget constraints. The lowest priced response does not guarantee recommendation for contract award. The County reserves the right to award by item, group, or total proposal.

The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided to the representative(s) designated in the proposal response.

Section 5: Contract Terms, Period, Procedures and Use

The County of Ottawa's intent is to award a contract that will cover the period from project kick-off to project completion as determined by the successful delivery of all listed equipment. All contracted pricing shall remain firm for the life of the project.

This contract will not be enforced until both parties have agreed and signed as accepted. The Vendor must execute and perform said Agreement.

The proposal, or any part thereof, submitted by the awarded vendor may be attached to and become part of the contract. Proposal pricing reflects a commitment to the terms indicated. As part of the contract negotiation process, the County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the course of the contract. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County.

In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified vendors to provide service as referenced under negotiation process.

Contractors are not to start work until receipt of an Ottawa County Purchase Order, authorizing work to begin. The County's obligation will commence only following the parties' execution of the Contract and the County Board of Commissioners' approval. Upon written notice to the Contractor, the County may set a different starting date for the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even if such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County.

This contract is for use only by the County, including departments, agencies, or courts of the County of Ottawa.

Section 6: RFP Terms and Conditions

By submitting a response, vendors confirm that they have read and will comply with the solicitation and all specified RFP terms and conditions listed below.

Cancellation of RFP:

The County may, at its discretion and if in the best interest of the County, cancel any proposal or request for proposal or other solicitation in whole or in part. The RFP Administrator will notify vendors of any cancellation.

Confidentiality:

All responses in entirety, produced by the Proposer, that are submitted to the County will become property of the County and may be considered public information under applicable law. Michigan FOIA requires the disclosure, upon

request, of all public records; therefore, confidentiality of information submitted in response to this RFP is not assured.

Incurred Expenses:

The County will not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to the execution of an agreement. This includes any legal fees for work performed or representation by the proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

Independent Contractor:

The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant, or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

Laws:

This RFP and subsequent contract will be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein will so comply. All persons providing goods and/or services to Ottawa County will comply with all applicable local, State and Federal laws, rules and regulations specifically including, but not limited to, State of Michigan Executive Orders.

Ownership of Data:

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to any agreement resulting from this RFP, will become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data will be delivered to the County or its designee upon completion of any work performed or at such other times as the County or its designee may request.

Proposal Acceptance, Rejection, and Withdrawal:

The County also reserves the right to accept or reject any and all proposals submitted if in the best interest of the County.

The County reserves the right to negotiate with the Proposer(s) within the scope of the RFP. The County further reserves the right to award the contract to more than one Contractor, if in the best interest of the County to provide adequate delivery, services, and/or product availability. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation.

The County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Vendor an advantage or benefit not afforded to other Vendors. The County may waive any requirements that are not material.

The County reserves the right to reject any or all proposals, or any part thereof; and to waive any minor defects in the proposals if this is to the advantage of the County. The County's waiver of a minor defect will in no way modify the RFP document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

After the proposal deadline, proposals may not be withdrawn without the written consent of the County after submission deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP deadline. Any fees proposed are considered firm and cannot be altered.

Retained Rights:

The County reserves the right to use ideas presented in reply to this process notwithstanding selection and rejection of proposals and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

Subcontractors:

Since the contract is made pursuant to the proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor will not sublet or assign the contract, nor will any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

Section 7: General Terms and Conditions

By submitting a response, the Vendors confirm that they have read and will comply with all the general terms and conditions listed below.

Conflict of Interest:

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest."

Debarment and Suspension:

The Contractor certified to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Default

If Vendor defaults on the resulting contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend vendor from receiving future solicitations.

Equal Employment and Opportunity:

Every contract or purchase order issued by the County is entered into under provisions requiring the contract, subcontractor or vendor not to discriminate against any employee or applicant for employment because of his/her race, religion,

sex, color, national origin, height, weight, familial status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Contractors and their subcontractors, as required by law, will not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, familial status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Vendor will adhere to applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

Force Majeure:

Neither party to the resulting agreement will be held responsible for delay or default caused by fire, flood, civil disobedience, court order, labor dispute, acts of God and/or was which is beyond that party's reasonable control. If either party is unable wholly or in part to carry out its obligations under any resulting agreement, then such party will give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event. Such non-performance will not constitute grounds for default.

Insurance:

Vendor agrees to indemnify, defend, and hold harmless the County from any and all liability arising out of or in any way related to the Vendor's performance of services related any Contract agreed to as a result of the RFP, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Vendor. Vendor will provide proof of the following coverages: worker's compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages will protect the vendor, and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of work performed or products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.

Iran Linked Business:

Pursuant to State of Michigan, Iran Economic Sanctions Act, 2012 P.A. 517, MCL 129.311 seq., the Contractor certifies, under civil penalty or false certification, that it is fully eligible to do so under law and that it is not an “Iran linked business.”

Material Safety Data Sheets:

All County purchases require a Material Safety Data Sheet (MSDS) where applicable in compliance with MIOSHA “Right to Know” Law. Vendor will forward all relevant Material Safety Data Sheets to the designated County Representative upon request.

Payment Terms:

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties.

Right to Audit:

The Vendor will maintain such financial records and other records as may be prescribed by Ottawa County or by applicable federal and state laws, rules, and regulations. The Vendor will retain these records for a minimum period of three years after final payment, or until they are audited by the County of Ottawa, whichever event occurs first. These records will be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Ottawa County, its designees or other authorized bodies.

Safety:

All Contractors and Subcontractors performing services for the County are required to and will comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around work site area under this Contract.

Tax Exempt Entity:

The County is exempt from Federal Excise and State Sales Tax. Do not include such taxes in the proposal. The County will furnish the successful proposer with tax exemption certificate when requested.

Warranty:

Vendor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for the intended use. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County’s behalf.



ATTACHMENT A – COVER SHEET FOR PROPOSAL

Proposals must include this cover sheet (or this sheet reproduced on company letterhead) as PAGE 1 of the response. Vendors may complete all required attachments as a stand-alone response (fillable form .pdf document, written or typed).

an individual, a corporation (please mark appropriate box), duly organized under the laws of the State of _____.

The undersigned, having carefully read and considered the services as described within the RFP, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached proposal, including, by reference here, the County's RFP document.

NO CONFLICT(S) OF INTEREST: By submission of a proposal, vendor agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the vendor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including holding or retaining membership or employment on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County.

MICHIGAN ECONOMIC SANCTIONS ACT, 2012 ("IRAN-LINKED BUSINESS"): By submission of a proposal, vendor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

DEBARMENT AND SUSPENSION: By submission of a proposal, the undersigned certifies to the best of his/her knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

CERTIFICATION OF INSURANCE AND INDEMNITY REQUIREMENTS: By submission of a proposal, the undersigned certifies and represents an understanding of the County's Insurance and Indemnification requirements as defined within Ottawa County Terms and Conditions. Potential vendors must understand and agree that fiscal responsibility for claims or damages to any person or to companies and agents shall rest with the vendor.

ATTACHMENT A – COVER SHEET FOR PROPOSAL (CONTINUED)

The vendor must affect and maintain any and all insurance coverage, including, but not limited to, Worker's Compensation, Employer's Liability and General, Contractual and Professional Liability, to support such financial obligations. A certificate of insurance detailing insurance coverages may be requested. The certificate must indicate that insurers will provide to the County written notice thirty (30) days prior to terminating any insurance policy.

The undersigned affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the vendor has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Company Name: _____

Contact Name and Title: _____

Mailing Address: _____

Phone Number: _____ Email Address: _____

Website: _____

Federal Employer Identification Number: _____

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity, and quality of the work to be performed.

BY: _____
(Signature of Authorized Representative) _____
Date

(Printed Name and Title of Authorized Representative)



ATTACHMENT B – VENDOR REFERENCES

Provide (3) three references from projects or services provided that are similar in size and/or scope, preferably from other governmental/municipal, and/or other community-based organizations. By providing the references below, Vendor authorizes any person contacted to give the County any and all information concerning work experience or performance and releases all parties from all liability for any damage that may result from furnishing the same to the County. Please do NOT include Ottawa County as a reference.

Reference 1			
Customer Name		Contact Person	
Contact Number		Contact Email	
Project Description			

Reference 2			
Customer Name		Contact Person	
Contact Number		Contact Email	
Project Description			

Reference 3			
Customer Name		Contact Person	
Contact Number		Contact Email	
Project Description			

ATTACHMENT C - PROPOSAL RESPONSE (CONTINUED)

- 3) **WARRANTY:** Describe any additional warranty options besides the warranty requested within the RFP, if applicable. Provide fees associated with warranty options, if applicable.

- 4) **MANUFACTURER SPECIFICATIONS:** Attach manufacturer specifications. Provide additional information as needed

- 5) **PRODUCT PRICING / VENDOR QUOTE:** Vendor should attach their quote. This quote to provide an outline of all pricing, including product descriptions, manufacturer name, model numbers, unit costs, estimated delivery dates, delivery / shipping process, timeline / milestone dates. Identify or itemize any additional fees proposed (i.e. - necessary maintenance , training costs etc.).
It is required the vendor note that all pricing submitted shall remain firm for the life of this project (kick-off to completion / final invoice)

- 6) **OTHER INFORMATION:** Include any other information that would be helpful to the County. Clearly state any vendor assumptions.

BY: _____

(Signature of Authorized Representative)

Date

(Printed Name and Title of Authorized Representative)

Safety Data Sheet

This safety data sheet complies with the requirements of: 2012 OSHA Hazard Communication Standard (29CFR 1910.1200)

Product name CHEMGUARD NFF 3X3 UL201

1. Identification**1.1. Product Identifier**

Product name CHEMGUARD NFF 3X3 UL201

1.2. Other means of identification

Product code 453050
Synonyms None
Chemical Family No information available

1.3. Recommended use of the chemical and restrictions on use

Recommended use Fire extinguishing agent.
Uses advised against Consumer use.

1.4. Details of the Supplier of the Safety Data Sheet

Company Name Tyco Fire Protection Products
One Stanton Street
Marinette, WI 54143-2542
Telephone: 715-735-7411
Contact point Product Stewardship at 1-715-735-7411
E-mail address psra@tycofp.com

1.5. Emergency Telephone Number

Emergency telephone CHEMTREC 001-800-424-9300 or 001-703-527-3887

2. Hazards Identification**Classification**

This chemical is considered hazardous by the 2012 OSHA Hazard Communication Standard (29 CFR 1910.1200)

Serious eye damage/eye irritation - Category 2A

2.2. Label Elements

Signal Word
WARNING

Hazard Statements
Causes serious eye irritation

**Precautionary Statements**

Prevention

Wash face, hands and any exposed skin thoroughly after handling. Wear eye/face protection.

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: Get medical advice/attention.

2.3. Hazards Not Otherwise Classified (HNOC)

Not Applicable.

2.4. Other Information

May be harmful if swallowed. Harmful to aquatic life.

3. Composition/information on Ingredients

3.1. Mixture

The following component(s) in this product are considered hazardous under applicable OSHA(USA)

Chemical name	CAS No.	weight-%
Caprylcaprylyl glucoside	68515-73-1	5 - 10
2-(2-Butoxyethoxy)ethanol	112-34-5	1 - 5
Sodium Octyl Sulfate	142-31-4	1 - 5
proprietary ingredient	Proprietary	1 - 5

4. First aid measures

4.1. Description of first aid measures

Eye Contact	Rinse thoroughly with plenty of water for at least 15 minutes, lifting lower and upper eyelids. Consult a physician.
Skin contact	Wash skin with soap and water. Get medical attention if irritation develops and persists.
Inhalation	Remove to fresh air. If breathing is difficult, give oxygen. (Get medical attention immediately if symptoms occur.).
Ingestion	Rinse mouth. Do not induce vomiting without medical advice. If swallowed, call a poison control center or physician immediately.

4.2. Most Important Symptoms and Effects, Both Acute and Delayed

Symptoms No information available.

4.3. Indication of Any Immediate Medical Attention and Special Treatment Needed

Note to physicians Treat symptomatically.

5. Fire-fighting measures

5.1. Suitable Extinguishing Media

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

5.2. Unsuitable Extinguishing Media

None.

5.3. Specific Hazards Arising from the Chemical

No information available.

5.4. Explosion Data

Sensitivity to Mechanical Impact None.

Sensitivity to Static Discharge None.

5.5. Protective Equipment and Precautions for Firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. Accidental release measures**6.1. Personal precautions, protective equipment and emergency procedures****Personal Precautions** Ensure adequate ventilation, especially in confined areas.**For emergency responders** Use personal protection recommended in Section 8.**6.2. Environmental Precautions****Environmental Precautions** See Section 12 for additional Ecological Information.**6.3. Methods and material for containment and cleaning up****Methods for Containment** Prevent further leakage or spillage if safe to do so.**Methods for Cleaning Up** Pick up and transfer to properly labeled containers.**7. Handling and Storage****7.1. Precautions for Safe Handling****Advice on safe handling** Ensure adequate ventilation, especially in confined areas. Use personal protective equipment as required. Use with local exhaust ventilation. Do not breathe dust/fume/gas/mist/vapors/spray.**7.2. Conditions for safe storage, including any incompatibilities****Storage Conditions** Keep containers tightly closed in a dry, cool and well-ventilated place.**Incompatible Materials** Strong oxidizing agents. Strong acids. Strong bases.**8. Exposure Controls/Personal Protection****8.1. Control Parameters****Exposure guidelines**

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH	Mexico OEL
2-(2-Butoxyethoxy)ethanol 112-34-5	TWA: 10 ppm inhalable fraction and vapor	-	-	-

ACGIH (American Conference of Governmental Industrial Hygienists) OSHA (Occupational Safety and Health Administration of the US Department of Labor) NIOSH IDLH Immediately Dangerous to Life or Health

8.2. Appropriate Engineering Controls

Engineering controls Ensure adequate ventilation, especially in confined areas.

8.3. Individual protection measures, such as personal protective equipment

Eye/Face Protection Avoid contact with eyes. Tight sealing safety goggles.

Skin and Body Protection Wear protective gloves and protective clothing.

Respiratory Protection If exposure limits are exceeded or irritation is experienced, NIOSH/MSHA approved respiratory protection should be worn. Positive-pressure supplied air respirators may be required for high airborne contaminant concentrations. Respiratory protection must be provided in accordance with current local regulations.

Ventilation Use local exhaust or general dilution ventilation to control exposure with applicable limits

8.4. General hygiene considerations

Do not eat, drink or smoke when using this product. Handle in accordance with good industrial hygiene and safety practice.

9. Physical and Chemical Properties**9.1. Information on basic physical and chemical properties**

Physical State	Liquid	Color	No data available
Odor	No data available		
Odor Threshold	No data available		

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	No data available	
Melting point/freezing point	No data available	
Boiling point / boiling range	No data available	
Flash Point	No data available	
Evaporation Rate	No data available	
Flammability (solid, gas)	No data available	
Flammability limit in air		
Upper flammability limit:	No data available	
Lower flammability limit:	No data available	
Vapor Pressure	No data available	
Vapor Density	No data available	
Specific gravity	No data available	
Water Solubility	No data available	
Solubility in Other Solvents	No data available	
Partition coefficient	No data available	
Autoignition Temperature	No data available	
Decomposition Temperature	No data available	
Kinematic viscosity	No data available	
VOC content (%)	9.715	

10. Stability and Reactivity**10.1. Chemical Stability**

Stable under recommended storage conditions.

10.2. Reactivity

No data available

10.3. Possibility of hazardous reactions

None under normal processing.

Hazardous Polymerization Hazardous polymerization does not occur.**10.4. Conditions to Avoid**

Extremes of temperature and direct sunlight.

10.5. Incompatible Materials

Strong oxidizing agents. Strong acids. Strong bases.

10.6. Hazardous decomposition products

Carbon oxides. Nitrogen oxides (NOx).

SECTION 11: Toxicological information

Product information

Method	species	Exposure Route	Effective dose	Exposure time	Results
U.S. EPA Health Effects Test Guidelines, OPPTS 870.1100, Acute Oral Toxicity	Rat	oral	2000 mg/kg		LD50 > 2000 mg/kg
U.S. EPA Health Effects Test Guidelines, OPPTS 870.2500, Dermal Irritation	Rabbit	dermal		4 hours	Causes mild skin irritation

Product information

Method	species	Exposure Route	Effective dose	Exposure time	Results
U.S. EPA Health Effects Test Guidelines, OPPTS 870.2400, Ocular Irritation	Rabbit	eye			Causes moderate eye irritation

SECTION 12: Ecological information

Product information

Method	Species	Endpoint type	Effective dose	Exposure time	Results
OECD Test No. 203: Fish, Acute Toxicity Test	(Fat Head Minnow)	NOEC	LC50 32 mg/l	96 hours	NOEC: 10 mg/l
OECD Test No. 202: Daphnia sp., Acute Immobilization Test	Daphnia magna	EC50	> 100 mg/l	48 hours	EC50: > 100 mg/l
OECD Test No. 201: Freshwater Alga and Cyanobacteria, Growth Inhibition Test	Freshwater Alga (Raphidocelis subcapitata)	NOEC	EC50 (72hr) 19.8 mg/l	72 hours	NOEC (72 Hrs) < 6.3 mg/l
OECD Test No. 209: Activated Sludge, Respiration Inhibition Test (Carbon and Ammonium Oxidation)	Activated sludge microorganisms	EC15 and EC50			No inhibition of activated sludge respiration at 10, 100 and 1000 mg/L. The EC15 and EC50 could not be calculated.

Persistence and Degradability

Product information			
Method	Exposure time	VALUE	Results
OECD Test No. 301F: Ready Biodegradability: Manometric Respirometry Test (TG 301 F)	28 days	>20% - <60% (during the 10 days of achieving 10% ThOD)	Inherently biodegradable

Biodegradability (B.O.D./C.O.D.)

BOD/COD analysis

Concentrate:

BOD5: > 214110 mg/L

BOD20: 447667 mg/L

COD: 447100 mg/L

Diluted (97% water, 3% Concentrate)

BOD5: 8591 mg/L

BOD20: 15000 mg/L

COD: 21490 mg/L

Bioaccumulative Potential**Bioaccumulation**

This preparation contains no substance considered to be very persistent nor very bioaccumulating (vPvB).

Mobility**Mobility in Soil**

After release, adsorbs onto soil.

Mobility

After release, disperses through ground water. Keep out of waterways.

13. Disposal Considerations**13.1. Waste Treatment Methods****Disposal of wastes**

This material, as supplied, is not a hazardous waste according to Federal regulations (40 CFR 261). This material could become a hazardous waste if it is mixed with or otherwise comes in contact with a hazardous waste, if chemical additions are made to this material, or if the material is processed or otherwise altered. Consult 40 CFR 261 to determine whether the altered material is a hazardous waste. Consult the appropriate state, regional, or local regulations for additional requirements.

Contaminated Packaging

Do not reuse container.

14. Transport Information

DOT NOT REGULATED

TDG NOT REGULATED

MEX NOT REGULATED

ICAO (air) NOT REGULATED

IATA NOT REGULATED

IMDG NOT REGULATED

15. Regulatory Information**15.1. International Inventories**

TSCA	Complies
DSL/NDSL	Complies
ENCS	Does not comply
IECSC	Complies
KECL	Does not comply
PICCS	Does not comply
AICS	Complies

Legend:

TSCA - United States Toxic Substances Control Act Section 8(b) Inventory
 DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List
 ENCS - Japan Existing and New Chemical Substances
 IECSC - China Inventory of Existing Chemical Substances
 KECL - Korean Existing and Evaluated Chemical Substances
 PICCS - Philippines Inventory of Chemicals and Chemical Substances
 AICS - Australian Inventory of Chemical Substances

15.2. US Federal Regulations**SARA 313**

Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA). This product contains a chemical or chemicals which are subject to the reporting requirements of the Act and Title 40 of the Code of Federal Regulations, Part 372

Chemical name	SARA 313 - Threshold Values %
2-(2-Butoxyethoxy)ethanol - 112-34-5	1.0

SARA 311/312 Hazard Categories

Acute Health Hazard	yes
Chronic health hazard	No
Fire Hazard	No
Sudden Release of Pressure Hazard	No
Reactive Hazard	No

CWA (Clean Water Act)

This product does not contain any substances regulated as pollutants pursuant to the Clean Water Act (40 CFR 122.21 and 40 CFR 122.42)

CERCLA

This material, as supplied, does not contain any substances regulated as hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (40 CFR 302) or the Superfund Amendments and Reauthorization Act (SARA) (40 CFR 355). There may be specific reporting requirements at the local, regional, or state level pertaining to releases of this material

15.3. US State Regulations**U.S. State Right-to-Know Regulations**

Chemical name	New Jersey	Massachusetts	Pennsylvania
2-(2-Butoxyethoxy)ethanol 112-34-5	X	-	X
1,2-Propanediol 57-55-6	X	-	X
Sodium Hydroxide	X	X	X

1310-73-2

16. Other information, including date of preparation of the last revision

<u>NFPA</u>	Health Hazards 2	Flammability 0	Instability 0	Physical and chemical properties -
<u>HMS</u>	Health Hazards 2	Flammability 0	Physical Hazards 0	Personal Protection X

Revision date 26-Apr-2022

Revision note No information available.

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

Exhibit B



FIRE EQUIPMENT ASSOCIATES INC.

P.O. BOX 221 FLUSHING, MICHIGAN 48433

PHONE TOLL-FREE 1-866-659-2883, 1-810-659-2883

FAX 1-810-659-2226

E-MAIL fireassociates@yahoo.com

WEBSITE: fireequipmentassociates.com

July 25, 2023

Thank you for allowing us to quote your foam trailers.

Attached you will find the information requested for your RFP.

We have left out the born on and expiration dates for the as they are manufactured in batches and those dates shall be determined at the time of manufacture.

If you have any questions please feel to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Sprygada", written over a horizontal line.

Kevin Sprygada
President,
Fire Equipment Associates Inc.



RFP 23-48: FOAM CONCENTRATE TOTE TRAILERS

ATTACHMENT A – COVER SHEET FOR PROPOSAL

Proposals must include this cover sheet (or this sheet reproduced on company letterhead) as PAGE 1 of the response. Vendors may complete all required attachments as a stand-alone response (fillable form .pdf document, written or typed).

an individual, a corporation (please mark appropriate box), duly organized under the laws of the State of Michigan.

The undersigned, having carefully read and considered the services as described within the RFP, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached proposal, including, by reference here, the County's RFP document.

NO CONFLICT(S) OF INTEREST: By submission of a proposal, vendor agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the vendor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including holding or retaining membership or employment on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County.

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DEBARMENT AND SUSPENSION: By submission of a proposal, the undersigned certifies to the best of his/her knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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ATTACHMENT A – COVER SHEET FOR PROPOSAL (CONTINUED)

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The undersigned affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the vendor has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Company Name: Fire Equipment Associates Inc.

Contact Name and Title: Kevin Sprygada, President

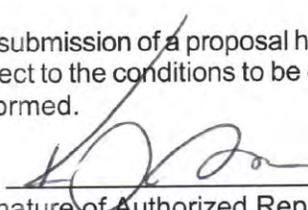
Mailing Address: P.O. Box 221

Phone Number: 810-659-2883 Email Address: fireassociates@yahoo.com

Website: fireequipmentassociates.com

Federal Employer Identification Number: 38-3698169

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity, and quality of the work to be performed.

BY: 
(Signature of Authorized Representative)

7/25/23
Date

Kevin Sprygada
(Printed Name and Title of Authorized Representative)



RFP 23-48: FOAM CONCENTRATE TOTE TRAILERS

ATTACHMENT B – VENDOR REFERENCES

Provide (3) three references from projects or services provided that are similar in size and/or scope, preferably from other governmental/municipal, and/or other community-based organizations. By providing the references below, Vendor authorizes any person contacted to give the County any and all information concerning work experience or performance and releases all parties from all liability for any damage that may result from furnishing the same to the County. Please do NOT include Ottawa County as a reference.

Reference 1			
Customer Name	Detroit Metro Airport	Contact Person	Glen O'Such
Contact Number	764-924-3602	Contact Email	
Project Description	AFFF Foam		

Reference 2			
Customer Name	Gerald Ford Int Airport	Contact Person	Tony Gutierrez
Contact Number	616-233-6079	Contact Email	agutierrez@grr.org
Project Description	AFFF foam and Purple K		

Reference 3			
Customer Name	Central Wisconsin Airport	Contact Person	Chris Swanson
Contact Number	715-581-5374 cell	Contact Email	cswanson@fly-cwa.org
Project Description	Purple K		



Ottawa County

RFP 23-48: FOAM CONCENTRATE TOTE TRAILERS

ATTACHMENT C - PROPOSAL RESPONSE

To be submitted as a stand-alone document, the proposal response should be clear and concise narrative, providing detailed information and responses to all questions listed below.

- 1) **VENDOR / COMPANY INFORMATION:** Provide the history of your company, years in business, number of active employees, location of corporate office, etc. Include information that the stated Vendor qualifications and requirements are being met.

Selling fire equipment since 1985.

Started own company 3/2004

3 full time / 4 part time employees

Corporate office: 9308 Potter Rd Flushing MI 48433

- 2) **CUSTOMER SUPPORT, CARE AND ASSISTANCE:** Describe support resources including customer service, support availability, type of support, support on issues etc. Identify and provide pricing for all types of support services, assistance, and maintenance for which charges may be imposed as applicable.

Customer support will come from not only our company but from Tyco/Chemguard for this purchase

ATTACHMENT C - PROPOSAL RESPONSE (CONTINUED)

3) **WARRANTY:** Describe any additional warranty options besides the warranty requested within the RFP, if applicable. Provide fees associated with warranty options, if applicable.

Manufacturers warranty shall apply to this purchase

4) **MANUFACTURER SPECIFICATIONS:** Attach manufacturer specifications. Provide additional information as needed

5) **PRODUCT PRICING / VENDOR QUOTE:** Vendor should attach their quote. This quote to provide an outline of all pricing, including product descriptions, manufacturer name, model numbers, unit costs, estimated delivery dates, delivery / shipping process, timeline / milestone dates. Identify or itemize any additional fees proposed (i.e. - necessary maintenance , training costs etc.).

It is required the vendor note that all pricing submitted shall remain firm for the life of this project (kick-off to completion / final invoice)

6) **OTHER INFORMATION:** Include any other information that would be helpful to the County. Clearly state any vendor assumptions.

"Sign-off" on drawing and specifications will be required at time of purchase order receipt.

BY:  _____

(Signature of Authorized Representative)

7/25/23

Date

Kevin Sprygada, President

(Printed Name and Title of Authorized Representative)



QUOTE

Ottawa County MI

Date
 25 Jul 2023
Expiry
 24 Aug 2023
Quote Number
 QU-23645
Reference
 Foam Trailers and Totes

Fire Equipment Associates
 Inc.
 P.O. Box 221
 FLUSHING MI 48433
 Phone:
 1-810-659-2883
 E-Mail:
 fireassociates@yahoo.com

Item	Description	Quantity	Unit Price	Amount USD
	074053, Chemguard Defender Dual Tote Trailer, Trailer to have the following options: Nozzle: 1000 GPM Self Educating Nozzle (TFT ZMF14 # 1%, 3%), Water Inlets (Driver) Side: Single 5" Storz W/Cap (Max Pressure is 250 PSI) Water Inlets (Passenger) Side: Single 5" Storz W/Cap (Max Pressure is 250 PSI), Hose Bin Storage/Eductors - Left (Driver) Side: Std. Hose Bin, 125 GPM Pre-piped Eductor (TFT UE-125-NF-01) (Rated Pressure is 200 PSI), Hose Bin Storage/Eductors - Right (Passenger) Side: Std. Hose Bin, No Eductor, Wheels/Brakes: Std. Trailer Wheels/Tires/Electric Brakes, Finish/Operator Deck: Corrosion Resistant Red Paint (RAL 3001 Color) with Aluminum Diamond Tread Plate Deck, Tongue Storage: 2 Aluminum A-Frame Tool Box, Trailer Coupler: 2-5/16" Ball Coupler, Breakaway Battery Maintenance Charger: 120 VAC Charger, 36" safety cable straps - 1/2 quick link, 2" pressure vacuum vent, including shipping, LEAD TIME APPROX 26 TO 30 WEEKS FROM ORDER	3.00	47,775.00	143,325.00
	453054, Chemguard NFF UL201 3x3 Totes, including shipping	6.00	12,271.00	73,626.00
	453050, Chemguard NFF UL201 3x3 Pails, including shipping	84.00	245.00	20,580.00
	Trailer to include only items noted in quote, no other items provided. Lead time estimated, lead time begins when drawing are approved and presented to assembly.			
	Warranty - Manufacturers			

Subtotal 237,531.00

TOTAL USD 237,531.00

Terms

Net 30 Days
Add 3% for credit/debit card payments
ACH payments accepted

Action Request

Electronic Submission – Contract # 2014



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 9/5/2023

Vendor/3rd Party: BRIGHTLY SOFTWARE INC.

Requesting Department: FACILITIES MAINTENANCE

Submitted By: ABBY RITTER

Agenda Item: FACILITIES WORK ORDER AND ROOM RESERVATION PLATFORM CONTRACT

Suggested Motion:

To approve and forward to the Board of Commissioners a contract with Brightly Software Inc. for a computerized maintenance management system (CMMS) and conference room reservation platform, for a 3-year contract equaling \$94,662.43.

Summary of Request:

This CMMS (Asset Essentials) and reservation platform (Event Manager) were implemented in October 2022. Asset Essentials is used to generate preventative maintenance work orders, allows employees to enter work orders, and holds all relevant information and maintenance history of County assets. Event Manager is used by County employees and State of Michigan employees to reserve conference rooms, request specific seating arrangements, and ensures that meeting spaces are not double booked. This is budgeted for in FY24. Year one total cost is \$29,734.40

Financial Information:

Total Cost: \$94,662.43

General Fund Cost: \$94,662.43

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Non-Mandated

Action is Related to Strategic Plan:

Goal 4: To Continually Improve the County's Organization and Services.

Administration:

Recommended by County Administrator:

8/31/2023 8:34:42 PM

Committee/Governing/Advisory Board Approval Date: 9/5/2023



PREPARED FOR

Ottawa County TIER 1 ("Subscriber")

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON



Ottawa County TIER 1

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Dude Solutions, Inc. is dedicated to providing best in class solutions, including the following for Ottawa County TIER 1.

Service Term: 36 months (10/01/2023 - 09/30/2026)

Item	Start Date	End Date	Investment
Event Manager Enterprise	10/1/2023	9/30/2024	\$4,891.25
Asset Essentials Core Plus	10/1/2023	9/30/2024	\$24,843.15
Facilities/Physical Plant Module	10/1/2023	9/30/2024	\$0.00
Asset Essentials Inventory	10/1/2023	9/30/2024	\$0.00
Annual Renewal:		\$29,734.40 USD	

*Your Sourcewell discount has been applied.



Subscription		
Item	Investment Year 2 Start Date: 10/01/2024	Investment Year 3 Start Date: 10/01/2025
Event Manager Enterprise	5,184.73 USD	5,495.81 USD
Asset Essentials Core Plus	26,333.73 USD	27,913.76 USD
- Facilities/Physical Plant Module	Included	Included
- Asset Essentials Inventory	Included	Included
Total:	31,518.46 USD	33,409.57 USD



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To"



location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (<mailto:accountsreceivable@brightlysoftware.com>).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-346428 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (<mailto:Purchaseorders@Brightlysoftware.com>)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.

COUNTY OF OTTAWA

By: _____
Joe Moss, Chairperson
Board of Commissioners

Date: _____

By: _____
Justin F. Roebuck,
County Clerk/Register

Date: _____

BRIGHTLY SOFTWARE INC

By: 
70B0F5B79ADC405...
(Signature)

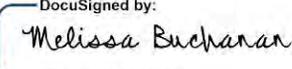
Date 15 August 2023

Sarah Swanson

Printed Name

VP Success

Title


C651E090F214492...

Melissa Buchanan

Legal Operations Manager

15 August 2023

Action Request

Electronic Submission – Contract # 2005



Committee: FINANCE AND ADMINISTRATION

Meeting Date: 9/5/2023

Vendor/3rd Party: VIQ SOLUTIONS

Requesting Department: SHERIFFS DEPARTMENT

Submitted By: KRISTI HANSON

Agenda Item: TRANSCRIPTION SERVICES AGREEMENT

Suggested Motion:

TO APPROVE AND FORWARD TO THE BOARD OF COMMISSIONERS THE VIQ SOLUTIONS CONTRACT IN THE AMOUNT OF \$154,800 OVER 5 YEARS.

Summary of Request:

SHERIFF'S OFFICE CURRENT TRANSCRIPTION SERVICE IS TERMINATING. THROUGH THE RFP PROCESS VIQ SOLUTIONS WAS CHOSEN TO REPLACE WINSCRIBE. THIS CONTRACT IS FOR 5 YEARS AT A TOTAL COST OF \$154,800.

Financial Information:

Total Cost: \$154,800.00

General Fund Cost: \$154,800.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

Goal 4: To Continually Improve the County's Organization and Services.

Administration:

Recommended by County Administrator:

8/31/2023 8:34:18 PM

Committee/Governing/Advisory Board Approval Date: 9/5/2023



Ottawa County

**OTTAWA COUNTY
CONTRACT FOR TRANSCRIPTION SOFTWARE AS A SERVICE FOR
LAW ENFORCEMENT**

This CONTRACT is made and hereby effective on the 1ST day of August, 2023 by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and VIQ Solutions, Inc (hereinafter, "Contractor"), with a principal place of business at 20 East Thomas Road, Suite 2200, Phoenix, AZ 85012.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Scope of Work:** Contractor agrees to provide the "Services" which as detailed in Exhibit A – RFP 23-23 Transcription Software as a Service for Law Enforcement. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
2. **Compensation:** In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit B – VIQ Solutions Inc response to RFP 23-23. Payment to the Contractor for services will be under the County's terms of Net 30.
3. **Contract Documents:** The following documents are the entire Contract between the Contractor and the County. The Contract includes the following documents listed below, which are incorporated herein by reference and are deemed to be part of this Contract as if set forth in full:
 - a) This Contract (including attached exhibits A, B, C and D)
 - b) Terms of Sale (as provided by VIQ)
 - c) All Provisions required by law to be inserted in this contract whether actually inserted or not.
4. **Performance**
 - a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in a project schedule to be agreed upon by all parties.
 - b) Failure to complete services as required shall constitute breach of this Contract.
 - c) Contractor shall have five (5) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.

5. Terms of Contract: The Contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this Contract, this Initial contract period will be for five (5) years with options to renew, if in the best interest of both parties.

This Contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party.

6. Expenses: Contractor shall be responsible for all the Contractor's expenses incurred while performing services under this Contract. This includes license fees, fuel and fleet maintenance, insurance premiums, telephone and all salary/payroll expenses, and other compensation paid to employees or contract personnel that the Contractor hires to complete the work under this Contract.
7. Employees: The Contractor and all Contractor' employees, while on County premises, shall carry proper identification. Examples of proper identification are State issued Driver's License or State issued Identification Card.

The Contractor shall employ only United States citizens, legal residents, or legal resident aliens. Upon request of the County, the Contractor shall provide copies of, or access to, work/payroll records and necessary documents to verify status of employees.

The Contractor will be supplied with a phone number to contact in case of an emergency. Access to designated restricted areas is forbidden to Contractor's employees. Restricted area will be designated by the authorized County representative. .

8. Materials: Contractor will furnish all materials, equipment and supplies used to provide the services required by this Contract.
9. Background Checks: (as required by the FBI CJIS Security Policy) Contractor employees are subject to background checks to ensure, at a minimum, that no employee has a felony or domestic violence or other bar-able conviction(s). The background checks for Contractor employees will be conducted by the County prior to the commencement of any access to County data, or servers holding County Data.
10. Access restrictions: The Ottawa County Sheriff's Office shall maintain "Management Control" to authorize access to Sheriff's Office data including report content. All persons with access to Sheriff's Office report content must be cleared via background checks and approved by the Ottawa County Sheriff's Office prior to access.

The FBI CJIS Security Policy, Security Addendum appended hereto as Exhibit C, which is incorporated by reference and made a part thereof as if fully appearing herein.

A background check, supported by name and fingerprints, must be completed prior to access due to FBI CJIS Policy requirements. In addition, all persons must also sign the FBI CJIS Security Addendum, which is included as a reference as part of this agreement. Changes in status for authorized staff shall be promptly provided to the Sheriff's Office when personnel leave, and when new personnel are added.

11. CJIS Security Addendum Documentation: The contractor will provide the Sheriff's Office fully signed copies of the Security Addendum for each person, including employees, staff, other contractors, and sub-contractors with access to Ottawa County data prior to access.
12. CJIS Security Awareness Training Documentation: Each person with authorized access will maintain annual CJIS Security Awareness Training commensurate with their level of access. The contractor agrees to provide documentation to the Sheriff's Office for each authorized user prior to access.
13. Ownership of Data: As per RFP 23-23, all information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to any agreement resulting from this RFP, will become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data will be delivered to the County or its designee upon completion of any work performed or at such other times as the County or its designee may request.

In addition, upon termination of the relationship between the parties, all files with Sheriff's Office report content must be returned to the Ottawa County Sheriff's Office, unless an agreeable destruction alternative is agreed upon by the parties. The contractor shall not retain any data associated with Sheriff's Office report content after the contractual relationship ends.

14. Compliance with Laws, Ordinances, and Regulations and Procurement of Permits:
 - a) This Contract is governed by the laws of the State of Michigan.
 - b) The Contractor shall at all times comply with all local, state, and federal laws, rules, and regulations applicable to this Contract and the work to be done herewith.
 - c) The Contractor shall obtain, and pay thereof, all permits required by any agency or authority having jurisdiction over the work. The Contractor shall provide a copy of any permit to the County within 3 business days of the County's request.
15. Exclusive Contract: This Contract, including exhibits attached hereto, a County Purchase Order, if applicable, is the entire Contract between Contractor and the County for the services as detailed in Exhibit A.
16. Modifying the Contract: This Contract may be modified only by a writing signed by both parties.

17. Record Keeping: The Contractor shall keep all records related to this Contract for the term of the Contract and 3 years thereafter.
18. Dispute: In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Contract, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Contract and its exhibits, attachments, and addendums, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided. Any contract or modification of this Contract shall be written and signed by both parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Contract, Contractor and County agree to act immediately to resolve any such disputes. Pending resolution of such dispute or difference and without prejudice to their rights, both the Contractor and the County shall continue to respect all their obligations and to perform all their duties under this Contract.

19. Jurisdiction and Venue: The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this Contract shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.
20. Liability and Insurance: Contractor agrees to indemnify, defend, and hold harmless the County from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Contract, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Contractor. Contractor shall provide proof of the following coverages: Workers' Compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These coverages shall protect the vendor and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of the work performed or products provided. Certificate of Insurance provided as Exhibit D.
21. Relationship of Parties: The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.

22. Subcontracts: Contractor may not assign or subcontract any rights or obligations under this contract without the County's prior written approval.
23. Governmental Immunity: The County does not waive its governmental immunity by entering into this Contract, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Contract.
24. Safety: The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules, and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall indemnify and hold the County harmless against any claim or liability arising from the violation of any such provisions.
25. Absence of Waiver: The failure of either party to insist on the performance of any of the terms and conditions of this Contract, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.
26. Notices:
 - a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor: VIQ Solutions, Inc.
20 East Thomas Road, Suite 2200
Phoenix, AZ 85012
Attn: Tony Incardona, Senior VP of Global Sales and
Business Development
Email: tincardona@viqsolutions.com

If to Ottawa County: Ottawa County Sheriff's Office
12220 Fillmore St., Rm 200
West Olive, MI 49460
Attn: Scott Brovont, Director of Records Management
and Technical Services
Email: sbrovont@miottawa.org
27. Partial Invalidity: The partial invalidity of any portion of this Contract shall not be deemed to affect the validity of any other provision. In the event that any provision of this Contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.
28. Attorney Review: The parties represent that they have carefully read this Contract and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Contract and sign it as their free act and deed.

29. No Third-Party Benefit: The provisions of this Contract are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
30. Availability of Funds: Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Contract at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds.
31. Miscellaneous:
 - a) Force Majeure: Either party shall be excused from performance under this Contract for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance shall not constitute grounds for default.
 - b) Title and Headings: Titles and headings to articles, sections or paragraphs in this Contract are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Contract.
 - c) Modification: Any modification of this Contract or additional obligation assumed by either party in connection with this Contract shall be binding only if evidenced in a writing signed by either party or its authorized representative.
 - d) Anticipatory Breach: If the Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Contract, Ottawa County shall have an immediate cause of action for breach of this Contract, and shall be entitled to all remedies available to it at law or in equity.

In witness whereof, each party to this Contract has caused it to be executed on the date(s) indicated below.

COUNTY OF OTTAWA

By: _____

Joe Moss, Chairperson
Board of Commissioners

Date

By: _____

Justin F. Roebuck,
County Clerk/Register

Date

The undersigned certifies, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

VIQ SOLUTIONS, INC

By: **Susan Sumner** _____

Printed Name of Individual Authorized
to bind Contractor to contract

August 11, 2023

Date

By:  _____

Signature of Authorized Individual

Exhibit A



Ottawa County
Where You Belong®

Request for Proposal 23-23 Transcription Software as a Service for Law Enforcement

The County of Ottawa, on behalf of the Sheriff's Office, is requesting proposals from experienced and qualified vendors for a call-in dictation transcription software solution and speech to text software solution.

By responding to this RFP, the Proposer agrees to perform in accordance with the terms and conditions set forth herein.

RFP Issue Date:	Thursday, March 9, 2023
Questions Deadline:	Tuesday, March 28, 2023
Addendum Issuance:	Thursday, March 30, 2023
RFP Deadline:	By 2:00 PM (ET) Tuesday, April 11, 2023
Evaluation Timeline (Estimated):	April 17th to April 28th
Post Proposal Interviews:	Week of May 1st
Intent to Award (Estimated):	2nd week of May
Contract Start (Estimated):	TBD

RFP Administrator: Janice McLaren, Procurement Specialist, 616-738-4670,
purchasing.rfp@miottawa.org

All requests for additional information or questions should be directed to the RFP Administrator.

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Section 1: Information Summary

General Information:

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County of Ottawa's website located at <http://www.mriottawa.org/Departments/FiscalServices/bids.htm>. Copies of proposal documents obtained from any other sources are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

For purposes of this RFP, the term "Contractor," "Vendor," "Proposer," "Respondent," or "Bidder" are considered to have the same meaning, all referring to the person or company responding to this RFP. Additionally, the terms "County," "Client," or "Owner" refers to the County of Ottawa.

Proposal Submission:

Proposals must be received by 2:00 PM (ET) on Tuesday, April 11, 2023. Proposals received after this time will not be considered. Proposals may be withdrawn at any time prior to the scheduled proposal deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP Deadline. Proposals should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work. Proposals will be reviewed to determine if submission requirements are met. Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive. Vendor assumes responsibility for meeting the submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

All proposals must include completed, signed copies of all required attachments. Vendor assumes all risks associated with electronic submission (including possible technical issues). Attachments must be filled out in full and signed by an authorized Company representative.

Proposal Response:

Proposal response must contain completed, signed copies of each of the following required attachments:

- ATTACHMENT A – COVER SHEET FOR PROPOSAL
- ATTACHMENT B – VENDOR REFERENCES
- ATTACHMENT C – PROPOSAL RESPONSE

Proposals will be accepted by e-mail submission only, as follows:

Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to: purchasing.rfp@miottawa.org with subject line of: "RFP 23-23 Transcription Software as a Service for Law Enforcement." The County can receive email attachments up to 25 megabytes. Proposal documents larger than 20 megabytes should be sent in multiple emails with subject line of: "RFP 23-23 – 1 of 2", etcetera. It will be the Proposers' responsibility to ensure that their proposal have been appropriately delivered and received.

Modification:

Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer's authorized representative. After the submission deadline, responses may not be modified or withdrawn without written consent of the County.

Pre-Proposal Conference:

No pre-proposal conference currently scheduled.

Questions:

Vendors may submit questions and requests for clarification relating to this RFP to the RFP Administrator by the stated deadline. Responses to all questions and inquiries received by the County will be issued in the form of an Addendum and posted on the MITN and the County's website, as needed. Only answers to questions submitted prior to the submission deadline and released in the form of an Addendum will be considered official and final. Any remarks or explanations made by phone, email, or in-person will be considered draft and will be non-binding.

Section 2: Background Information

County Information:

Beautiful Ottawa County is located in the southwestern section of Michigan's Lower Peninsula. Its western boundary is formed by Lake Michigan and its eastern boundary is approximately 30 miles inland. The County landmass consists of a total area of 565 square miles with over 300 miles of water frontage. The County is composed of 6 cities, 17 townships, and 1 village.

The current County's legislative body is an eleven-member Board of Commissioners which is elected from single-member districts, determined by population, on a partisan basis for two-year terms. The Board of Commissioners provides oversight, establishes policy, and builds the strategic plan for County operations.

Ottawa County has been named the fastest growing population in the state. Between 2010 and 2020 there was a 12.3% increase in population. The estimated population in the County in 2021 was 299,157. This significant population growth is expected to continue in the years ahead.

The Ottawa County Sheriff's Office envisions a safe, secure community where the rights, history and culture of each citizen is valued. We will achieve this vision by collaborating with our communities to identify and solve public safety problems and improve the quality of life in Ottawa County. We will be an organization in which each employee embraces integrity as the cornerstone upon which the public's trust is built. We will foster an environment of honesty, trust, and mutual respect in which the Sheriff's Office and the community work together.

The Ottawa County Sheriff's Office mission is to provide professional, ethical law enforcement and correctional services, focusing on customer service. To support the Constitution of the United States and to enforce all laws to preserve public order, reduce crime and provide safe and secure environments in our communities.

Section 3: Scope of Services

The County of Ottawa, on behalf of the Ottawa County Sheriff's Office, is requesting proposals from experienced and qualified vendors for call-in dictation transcription software and speech to text software solutions.

Organization –

The Ottawa County Sheriff's Office Administrative Division sets objectives for the department, provides staffing, equipment, and training, maintains good public and official relations, reports on departmental activities and accomplishments, and carries out disciplinary actions. The Records Unit maintains and centralizes records, provides timely, accurate, and complete information for administration and operations in the department, documents all civil processes and subpoenas and expedites them, and provides maintenance warrants. The Investigative Unit apprehends, interrogates, and prosecutes offenders, recovers stolen property, and supplies necessary information for inter-divisional operations and other police agencies.

The Ottawa County Sheriff's Office, Records Unit, since 1990 has used a transcription/dictation software to capture various criminal and non-criminal related report narratives. The Ottawa County Sheriff's Office, Records Unit staff of fifteen (15) and approximately 150 Road Patrol officers have been using call-in dictation transcription software to improve efficiency in the preparation of various reports related to law enforcement.

The Sheriff's Office current dictation / transcription software system, Wincibe Enterprise Typist with Dictation Telephony Port Licenses is aging and no longer able to be updated. The Sheriff's Office is also considering a speech to text software solution for a portion of their staff.

The Sheriff's Office has developed a list of general project deliverables for these two projects that would form the basis of a vendors proposal narrative / statement of understanding. A successful vendor will become a valued partner in the development of this project from conception to completion. Pricing, while an important element of a proposal, will not be the primary determining factor in choosing the best response.

A. Project Deliverables – Sheriff’s Office Transcription Software Project

The following general project deliverables provide an outline of expected features and benefits of vendor provided dictation / transcription software system and ancillary accessories (microphones, recorders, headset, etc.):

- For use by approximately one-hundred fifty (150) Road Patrol Officers (Authors) and fifteen (15) Records Unit staff (Typists) a dictation / transcription software system
- Software to allow for six (6) call-in dictation phone lines for simultaneous / concurrent use
- Software to provide access for up to fifteen transcriptionists to retrieve audio files, by job type, access level or department.
- Provide information and pricing of recommended products (headsets, foot controls) needed for software operation
- Software to provide manager access / administrative control for job review, assignments, job status etc. (see Exhibit A)
- Provide information on the reporting capabilities of proposed software
- Provide information on audio files
 - Type of file created (formatting types available?)
 - How / when / where are they saved to? As file is created is it periodically saved to a server (vendors or customers) or to a cloud-based site?
 - Proposals offering and/or recommending cloud-based solutions that will hold Sheriff’s Office data on vendor’s cloud services, should include a description on encryption methods and access to records by vendor support staff and County staff.
 - The Sheriff’s Office must comply with FBI Criminal Justice Information System (CJIS) Security policies for access, encryption, and personnel security.
 - These aspects are subject to audit by the FBI and the Michigan State Police CJIS Security section.
 - County data must remain within the continental United States per FBI CJIS Policy.
 - If only the voice files of authors are stored on the vendor’s cloud-based servers, the CJIS requirements will not apply.
- In addition, proposals to include the following:
 - Maintenance / Subscription fees – either by license / number of users or if a flat fee. Proposal to include forecasted pricing over a five (5) year period.
 - Any additional fees, such as support services or management software not part of maintenance / subscription fees. Include forecasted pricing over a five (5) year period

- Vendor to provide information on services that would be provided
 - Such as support information (time period coverage, after hours calls etc.)
 - Requests for service / trouble shooting process, coverage of any hardware that is part of proposal
- Vendor to outline project implementation, including any additional costs not already provided
 - Implementation timeframe (including installation, training, soft launch, and full roll out)
 - What needs to be provided by Sheriff's Office (customer responsibilities and system requirements) prior to implementation
 - If vendor proposing a server to be configured to host proposed software, details on requirements to be part of proposal.

B. Project Deliverables – Sheriff's Office Speech to Text Project

The following general project deliverables provide an outline of expected features and benefits of vendor provided Speech-to Text software and any suggested ancillary accessories (microphones, recorders, headset, etc.):

- For use by approx. forty (40) Detectives, Command Staff, Select Supervisors, a speech recognition software solution
- Preferred solution would have built-in data that would include words and phrases commonly used by Law Enforcement
- Software should offer high recognition accuracy (provide accuracy percentages)
- Provide information on how software deals with adverse conditions (environmental noise or acoustical distortions)
- Preferred solution would offer natural-language speech recognition with the ability to learn and adapt
- Voice command option or fixed set of commands to assist with task automation
- Provide information on visual experience of a Detective using the proposed software (i.e. – do they see the words as spoken or is a file created for later review and correction)
- Provide information and pricing of recommended microphone system or if a mobile based dictation solution is available. Detail pros and cons of each.
- Provide information on audio files
 - Type of file created (formatting types available?)
 - How / when / where are they saved to? As file is created is it periodically saver to a server (vendors or customers) or to a cloud-based site?

- In addition, proposals to include the following cost / pricing for:
 - Maintenance / Subscription fees – either by license / number of users or if a flat fee. Information on how licenses are managed (Proposal to include forecasted pricing over a five (5) year period.
 - Any additional fees, such as support services or management software not part of maintenance / subscription fees. Include forecasted pricing over a five (5) year period
- Vendor to provide information on services that would be provided
 - Such as support information (time period coverage, after hours calls etc.)
 - Requests for service / trouble shooting process, coverage of any hardware that is part of proposal
- Vendor to outline project implementation, including any costs if not part of software and maintenance
 - Implementation timeframe (include milestones such as installation, training, soft launch, full roll out etc.)
 - What needs to be provided by Sheriff's Office (customer responsibilities and system requirements) prior to implementation.

C. Vendor Qualifications and Mandatory Requirements

Respondents must demonstrate they have been in business providing similar services for at least three (3) years. Respondents must provide, at a minimum, three (3) references for which work was performed, preferably of similar scope. Respondents must be able to meet all insurance requirements in regard to Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Insurance.

Respondents and all employees and agents of same will fully comply with County, State, and Federal laws, and mandates applicable to services.

Background checks may be required. Background check minimum requirement must involve a security check and process that is approved by and deemed satisfactory to the County to ensure at minimum, that no support staff with access to Sheriff's Office data have a felony or other bar-able offence(s) convictions.

Since the contract will be made pursuant to the qualifications submitted by the awarded respondent and in reliance upon the respondent's qualifications and responsibility, the respondent shall not sublet or assign the contract, nor shall any subcontractor commence performance of any part of the work included in the contract without the written consent by the County.

D. Pricing and Invoicing

Provide line-item costs for all elements of project listed above in Scope of Services / Project Deliverables. Vendors are encouraged to provide a spreadsheet of cost breakdown listing tasks and proposed fees for the entire scope of the work.

If Vendors invoice based on milestone completion during project implementation, this should be defined in pricing provided.

Section 4: Proposal Selection and Award Process

An Evaluation Committee(s) will be established by the County to review the proposals and to make recommendation for contract award(s).

A Proposer may not contact any member of the Evaluation Committee except at the RFP Administrator's direction. Purchasing will notify vendors of relevant steps and status throughout the evaluation process.

Proposals will be evaluated based on the following criteria (of equal weight and in no particular order):

Proposals will be evaluated based on the following criteria (of equal weight and in no particular order):

- Proposal Response/Statement of Understanding
- Experience and Qualifications,
- Project Pricing
- Customer References

As part of the proposal evaluation process, the finalist vendor(s) may be invited to attend an in-person or virtual interview. The County reserves the right to interview any number of qualifying vendor(s) as part of the evaluation and selection process. The County reserves the right to award a contract without an interview, as determined in the best interest of the County.

The County of Ottawa reserves the right to select and subsequently recommend for award the proposal that best meets its required needs, quality levels, and budget constraints. The lowest priced response does not guarantee recommendation for contract award. The County reserves the right to award by item, group, or total proposal.

The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided to the representative(s) designated in the proposal response.

Section 5: Contract Terms, Period, Procedures and Use

The County of Ottawa's intent is to award a contract that will cover an initial period of five (5) years with renewal options, if in the best interest of both parties.

This contract will not be enforced until both parties have agreed and signed as accepted. The Vendor must execute and perform said Agreement.

The proposal, or any part thereof, submitted by the awarded vendor may be attached to and become part of the contract. Proposal pricing reflects a commitment to the terms indicated. As part of the contract negotiation process, the County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the course of the contract. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County.

In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified vendors to provide service as referenced under negotiation process.

Contractors are not to start work until receipt of an Ottawa County Purchase Order, authorizing work to begin. The County's obligation will commence only following the parties' execution of the Contract and the County Board of Commissioners' approval. Upon written notice to the Contractor, the County may set a different starting date for the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even if such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County.

This contract is for use only by the County, including departments, agencies, or courts of the County of Ottawa.

Section 6: RFP Terms and Conditions

By submitting a response, vendors confirm that they have read and will comply with the solicitation and all specified RFP terms and conditions listed below.

Cancellation of RFP:

The County may, at its discretion and if in the best interest of the County, cancel any proposal or request for proposal or other solicitation in whole or in part. The RFP Administrator will notify vendors of any cancellation.

Confidentiality:

All responses in entirety, produced by the Proposer, that are submitted to the County will become property of the County and may be considered public information under applicable law. Michigan FOIA requires the disclosure, upon request, of all public records; therefore, confidentiality of information submitted in response to this RFP is not assured.

Incurred Expenses:

The County will not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to the execution of an agreement. This includes any legal fees for work performed or representation by the proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

Independent Contractor:

The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant, or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

Laws:

This RFP and subsequent contract will be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein will so comply. All persons providing goods and/or services to Ottawa County will comply with all applicable local, State and Federal laws, rules and regulations specifically including, but not limited to, State of Michigan Executive Orders.

Ownership of Data:

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to any agreement resulting from this RFP, will become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data will be delivered to the County or its designee upon completion of any work performed or at such other times as the County or its designee may request.

Proposal Acceptance, Rejection, and Withdrawal:

The County also reserves the right to accept or reject any and all proposals submitted if in the best interest of the County.

The County reserves the right to negotiate with the Proposer(s) within the scope of the RFP. The County further reserves the right to award the contract to more than one Contractor, if in the best interest of the County to provide adequate delivery, services, and/or product availability. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation.

The County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Vendor an advantage or benefit not afforded to other Vendors. The County may waive any requirements that are not material.

The County reserves the right to reject any or all proposals, or any part thereof; and to waive any minor defects in the proposals if this is to the advantage of the County. The County's waiver of a minor defect will in no way modify the RFP document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

After the proposal deadline, proposals may not be withdrawn without the written consent of the County after submission deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP deadline. Any fees proposed are considered firm and cannot be altered.

Retained Rights:

The County reserves the right to use ideas presented in reply to this process notwithstanding selection and rejection of proposals and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

Subcontractors:

Since the contract is made pursuant to the proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor will not sublet or assign the contract, nor will any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

Section 7: General Terms and Conditions

By submitting a response, the Vendors confirm that they have read and will comply with all the general terms and conditions listed below.

Conflict of Interest:

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest."

Debarment and Suspension:

The Contractor certified to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4)

have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Default

If Vendor defaults on the resulting contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend vendor from receiving future solicitations.

Equal Employment and Opportunity:

Every contract or purchase order issued by the County is entered into under provisions requiring the contract, subcontractor, or vendor not to discriminate against any employee or applicant for employment because of his/her race, religion, sex, color, national origin, height, weight, familial status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Contractors and their subcontractors, as required by law, will not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, familial status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Vendor will adhere to applicable Federal, State, and local laws, ordinances, rules, and regulations prohibiting discrimination.

Force Majeure:

Neither party to the resulting agreement will be held responsible for delay or default caused by fire, flood, civil disobedience, court order, labor dispute, acts of God and/or was which is beyond that party's reasonable control. If either party is unable wholly or in part to carry out its obligations under any resulting agreement, then such party will give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event. Such non-performance will not constitute grounds for default.

Insurance:

Vendor will provide proof of the following coverages: worker's compensation, employer's liability, comprehensive general liability and if applicable, automobile,

and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages will protect the vendor, and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of work performed or products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.

Iran Linked Business:

Pursuant to State of Michigan, Iran Economic Sanctions Act, 2012 P.A. 517, MCL 129.311 seq., the Contractor certifies, under civil penalty or false certification, that it is fully eligible to do so under law and that it is not an “Iran linked business.”

Material Safety Data Sheets:

All County purchases require a Material Safety Data Sheet (MSDS) where applicable in compliance with MIOSHA “Right to Know” Law. Vendor will forward all relevant Material Safety Data Sheets to the designated County Representative upon request.

Payment Terms:

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties.

Right to Audit:

The Vendor will maintain such financial records and other records as may be prescribed by Ottawa County or by applicable federal and state laws, rules, and regulations. The Vendor will retain these records for a minimum period of three years after final payment, or until they are audited by the County of Ottawa, whichever event occurs first. These records will be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Ottawa County, its designees, or other authorized bodies.

Safety:

All Contractors and Subcontractors performing services for the County are required to and will comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around work site area under this Contract.

Tax Exempt Entity:

The County is exempt from Federal Excise and State Sales Tax. Do not include such taxes in the proposal. The County will furnish the successful proposer with tax exemption certificate when requested.

Warranty:

Vendor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for the intended use. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.

Exhibit A

Example of current Manager Site

Facility: WinScribe | Group: Manager | User: 675

winscribe DICTABOX

WinScribe Web Manager 4.2

Home Users Groups **Jobs** Alarms Reports Settings

Browse by: Add Search Report

Selection: Author Typist Department Job Type Typist Group Job Status

Printer-friendly forms

Filter: Active Jobs

<input type="checkbox"/>	Id	Job Status	Total Jobs (1200)	
<input type="checkbox"/>	1	Dictating Now	0	
<input type="checkbox"/>	2	Left Open	6	00:20:46
<input type="checkbox"/>	3	Wait Review Pre-type	0	00:00:00
<input type="checkbox"/>	4	Review Pre-type	0	00:00:00
<input type="checkbox"/>	5	Wait For Typist	0	00:00:00
<input type="checkbox"/>	7	In Typist Queue	5	00:22:07
<input type="checkbox"/>	8	Being Typed Now	0	00:00:00
<input type="checkbox"/>	9	Wait Review Post-type	0	00:00:00
<input type="checkbox"/>	10	Review Post-type	0	00:00:00
<input type="checkbox"/>	11	Completed	1189	116:18:23
<input type="checkbox"/>	12	Backlog Jobs	5	00:22:07

List Jobs for Selected Job Status Cancel

Example of Job Type Categories

<input type="checkbox"/>	Id	Name	Backlog Jobs	Backlog Job Length	Total Jobs	Total Job Length
<input type="checkbox"/>	1	Arrest Lodged Cited	1	00:02:38	281	36:42:54
<input type="checkbox"/>	2	Prosecutor Rev	1	00:08:05	198	25:12:14
<input type="checkbox"/>	3	General	2	00:09:25	494	46:13:52
<input type="checkbox"/>	4	Case Status	1	00:01:59	223	08:35:23
<input type="checkbox"/>	5	Confidential	0	00:00:00	4	00:16:53

Exhibit A – continued

Example of New Author

Personal		Update	Cancel
Author Id	1124	Author User Name	
Domain Account	<input type="text"/>  	Change security code	
First Name	Dan	Last Name	Fetkenhour
Salutation	Mr	Title	

Contact	
Phone	<input type="text"/>
Fax	<input type="text"/>
Mailbox	<input type="text"/>
Mobile	<input type="text"/>
Pager	<input type="text"/>
Email	<input type="text"/>

Miscellaneous	
Department	01 - Deputies
Job Type	1 - Arrest Lodged Cited
Difficulty	1.0
Preferred Typist	<input type="text"/>
Alternate Typist	<input type="text"/>
Audio Format	Default
Notes	<input type="text"/>
Language	English
Access Level	5
Telephone Key Template	OTT SHE

Properties	
Playback	
Volume	5
Normal Rewind	2
Speed	5
Fast Rewind	10

Allowed To			
Role	<input type="text"/>		
<input checked="" type="checkbox"/> Dictate	<input checked="" type="checkbox"/> Review others work	<input type="checkbox"/> Edit others work	<input type="checkbox"/> Set job priority
<input type="checkbox"/> Change department	<input checked="" type="checkbox"/> Change job type	<input type="checkbox"/> Change security code	<input type="checkbox"/> Change prompt set
<input type="checkbox"/> Pre-type review	<input type="checkbox"/> Change pre-type review	<input type="checkbox"/> Post-type review	<input type="checkbox"/> Change post-type review
<input type="checkbox"/> Job status enquiry	<input checked="" type="checkbox"/> Change job routing	<input checked="" type="checkbox"/> View others work	<input checked="" type="checkbox"/> Confirm data entry
<input type="checkbox"/> Import Jobs	<input type="checkbox"/> Advanced routing		



RFP 23-23 Transcription Software as a Service for Law Enforcement

ATTACHMENT A – COVER SHEET FOR PROPOSAL

Proposals must include this cover sheet (or this sheet reproduced on company letterhead) as PAGE 1 of the response. Vendors may complete all required attachments as a stand-alone response (fillable form .pdf document, written or typed).

an individual, a corporation (please mark appropriate box), duly organized under the laws of the State of _____.

The undersigned, having carefully read and considered the services as described within the RFP, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached proposal, including, by reference here, the County's RFP document.

NO CONFLICT(S) OF INTEREST: By submission of a proposal, vendor agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the vendor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including holding or retaining membership or employment on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County.

MICHIGAN ECONOMIC SANCTIONS ACT, 2012 ("IRAN-LINKED BUSINESS"): By submission of a proposal, vendor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

DEBARMENT AND SUSPENSION: By submission of a proposal, the undersigned certifies to the best of his/her knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

CERTIFICATION OF INSURANCE AND INDEMNITY REQUIREMENTS: By submission of a proposal, the undersigned certifies and represents an understanding of the County's Insurance and Indemnification requirements as defined in Ottawa County Terms and Conditions . Potential vendors must understand and agree that fiscal responsibility for claims or damages to any person or to companies and agents shall rest with the vendor.



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The vendor must affect and maintain any and all insurance coverage, including, but not limited to, Worker's Compensation, Employer's Liability and General, Contractual and Professional Liability, to support such financial obligations. A certificate of insurance detailing insurance coverages may be requested. The certificate must indicate that insurers will provide to the County written notice thirty (30) days prior to terminating any insurance policy.

The undersigned affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the vendor has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Company Name: _____

Contact Name and Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Website: _____

Federal Employer Identification Number: _____

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity, and quality of the work to be performed.

BY: _____ Date _____
(Signature of Authorized Representative)

(Printed Name and Title of Authorized Representative)



RFP 23-23 Transcription Software as a Service for Law Enforcement

ATTACHMENT B – VENDOR REFERENCES

Provide (3) three references from projects or services provided that are similar in size and/or scope, preferably from other governmental/municipal, and/or other community-based organizations. By providing the references below, Vendor authorizes any person contacted to give the County any and all information concerning work experience or performance and releases all parties from all liability for any damage that may result from furnishing the same to the County. Please do NOT include Ottawa County as a reference.

Reference 1			
Customer Name		Contact Person	
Contact Number		Contact Email	
Project Description			

Reference 2			
Customer Name		Contact Person	
Contact Number		Contact Email	
Project Description			

Reference 3			
Customer Name		Contact Person	
Contact Number		Contact Email	
Project Description			

ATTACHMENT C - PROPOSAL RESPONSE

To be submitted as a stand-alone document, the proposal response should be clear and concise narrative, providing detailed information and responses to information requested below.

A. Statement of Understanding / Proposal Work Plan:

Using the information provided in the RFP Scope of Services, provide a statement that defines the approach which the deliverables of the outlined project will be met. Statement should include a timeline for project implementation, information on the required hardware, software, or platform requirements. Statement should include Vendor's understanding of the work to be done, commitment to perform work in the specified time by meeting milestone dates, and a statement that their proposal is a firm commitment to begin services on or before a certain date. Statement should outline parts of the project would be customer responsibilities – i.e. cabling, network, network service providers, data files and back up, servers etc.

B. Company Experience and Qualifications

Provide a description of the history and background of your company, corporate/main office location, include the length of time your company has been providing this type of service. Vendors should provide information on the services that would be provided as part of their proposal including support, service, training, length of coverage and any additional services offered.

C. Project Pricing for Implementation of both turnkey projects (Transcription Software and Speech to Text Software)

Provide an outline of pricing / cost for completing the work, as described. Vendor should provide details on how services are priced, how invoices are billed (based on project milestones or monthly based on work done during the period), pricing for any additional services (such as training) and specific pricing on additional items that are likely to be needed for this project (software licenses, ancillary equipment or servers needed for software proposed).

Price for software (include software name, description/use, initial cost, initial support, any reoccurring annual fees/licenses/annual percentage increases)

Price for implementation providing details on proposed solutions with a breakout of operational costs that includes initial costs, future support, and any proposed service level agreements for items such as telecommunications, security, ongoing operational support (remote or in person), Details on such things as: set-up, training, troubleshooting/help tickets, patching, upgrades, response time, online support options, hosting solutions, hosting environments, security provisions etc. should be part of information provided.

Price for hardware / equipment (include information on make, models proposed, required configurations as well as expected useful life)

D. Additional Information

Vendors may provide any additional information on why your firm is best qualified to provide these services. Include any pertinent information, not already provided, that would assist Ottawa County in the evaluation of your proposal.



**ADDENDUM 1 - RFP 23-23 TRANSCRIPTION SOFTWARE AS A SERVICE
FOR LAW ENFORCEMENT**

MARCH 30, 2023

All Vendors:

The purpose of this addendum is to modify and/or clarify the above project. Information published here becomes part of the solicitation and is official and final. Vendors are to acknowledge the receipt of all addenda in their submission.

ITEM 1: VENDOR QUESTIONS RECEIVED AND ANSWERED:

Q1. Regarding access, how many concurrent transcriptionists? How many concurrent managers?

A1. Current software allows for six (6) concurrent transcriptionist and two (2) concurrent managers. However, this shall be reviewed and either confirmed or modified to be lower, prior to award.

Q2. What is the average length of your audio files? Approximately, how many hours of audio are you anticipating to transcribe per Officer, per month? What is the volume of Ottawa County (minutes per month)?

A2. The available information relating these questions is as noted below. Vendors are advised that this information is from a time that would be considered a “slower” time of year for the Sheriffs Office. Volume for peak periods of time (i.e. higher amount of traffic during summer, holidays etc..) is not available.

December 12, 2022 to March 30, 2023; 1,426 Jobs, Totaling 126 hours, 45 min, 50 sec.

Q3. What type of phone lines does the County use? Analog or VoiP

A3. VoiP

Q4. How long will the dictation files need to be kept?

A4. Files will need to be available on the software system for three (3) months. After that, the files would then be housed by the Sheriff’s Office in their records system.

Q5. Would the Sheriff’s Office consider working with a United States based company that is outside of the State of Michigan?

A5. Yes.

Q6. How many vendors would be awarded from this RFP?

A6. One (1)

Q7. What software is currently being used for dictation / transcription?

A7. Winscribe Enterprise Typist with Dictation Telephony Port Licenses.

Q8. Currently, how is audio being captured for dictation / transcription? Can you provide information on the physical hardware components currently being used?

A8. This project is for an entirely new software solution and vendors are encouraged to use their expertise in proposing a solution that would include the hardware, software, and equipment necessary for a turnkey solution.

Q9. Is there more information available on how the current dial in transcription system works?

A9. This project is for an entirely new software solution and vendors are encouraged to use their expertise in proposing a solution that would include the hardware, software, and equipment necessary for a turnkey solution.

Q10. Would your current workflow allow for Zoom integration?

A10. Without a better understanding of this question, would say no.

Q11. In what format are audio files recorded and saved?

A11. Current software being used is Winscribe Enterprise Typist with Dictation Telephony Port Licenses.

Q12. On average, how would you describe the quality of the audio files that are captured?

A12. Without knowing how rate the quality of an audio file, quality would be good or fair.

Q13. Can samples of audio be provided? Can samples of document formatting be provided? On average, how would you describe the quality of the audio files that are captured?

A13. It would not be possible for us to provide actual samples of recordings done by the Sheriff Office or sample documents.



**RFP 23-23 Transcription Software as a
Service for Law Enforcement**

ATTACHMENT A – COVER SHEET FOR PROPOSAL

Proposals must include this cover sheet (or this sheet reproduced on company letterhead) as PAGE 1 of the response. Vendors may complete all required attachments as a stand-alone response (fillable form .pdf document, written or typed).

an individual, a corporation (please mark appropriate box), duly organized under the laws of the State of Delaware

The undersigned, having carefully read and considered the services as described within the RFP, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached proposal, including, by reference here, the County's RFP document.

NO CONFLICT(S) OF INTEREST: By submission of a proposal, vendor agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of the vendor's services, or (2) benefit from an award resulting in a "Conflict of Interest," including holding or retaining membership or employment on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the County.

MICHIGAN ECONOMIC SANCTIONS ACT, 2012 ("IRAN-LINKED BUSINESS"): By submission of a proposal, vendor certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an "Iran linked business," as defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

DEBARMENT AND SUSPENSION: By submission of a proposal, the undersigned certifies to the best of his/her knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

CERTIFICATION OF INSURANCE AND INDEMNITY REQUIREMENTS: By submission of a proposal, the undersigned certifies and represents an understanding of the County's Insurance and Indemnification requirements as defined in Ottawa County Terms and Conditions . . . Potential vendors must understand and agree that fiscal responsibility for claims or damages to any person or to companies and agents shall rest with the vendor.



Ottawa County

RFP 23-23 Transcription Software as a Service for Law Enforcement

The vendor must affect and maintain any and all insurance coverage, including, but not limited to, Worker's Compensation, Employer's Liability and General, Contractual and Professional Liability, to support such financial obligations. A certificate of insurance detailing insurance coverages may be requested. The certificate must indicate that insurers will provide to the County written notice thirty (30) days prior to terminating any insurance policy.

The undersigned affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the vendor has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

Company Name: VIQ Solutions, Inc.

Contact Name and Title: Tony Incardona (Senior VP of Global Sales & Business Dev)

Mailing Address: 20 East Thomas Road, Suite 2200

City, State and Zip Code: Phoenix, AZ 85012

Phone Number: 941 685 1724 Fax Number: _____

Email Address: tincardona@viqsolutions.com

Website: www.viqsolutions.com

Federal Employer Identification Number: 86-1142392

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity, and quality of the work to be performed.

BY: _____
(Signature of Authorized Representative)

04/10/2023
Date

Susan Sumner
(Printed Name and Title of Authorized Representative)



VIQ Solutions, Inc.

Proposal Response to RFP 23-23

Ottawa County

The Ottawa County Sheriff's Office

**Call-in Dictation Transcription Software and
Speech-to-text Software Solutions**

ORIGINAL

RFP# 23-23

Closing Date: April 11th, 2023

Prepared by: Tony Incardona (Senior VP of Global Sales & Business Dev)

tincardona@viqsolutions.com

VIQ Solutions, Inc.

20 East Thomas Road Suite 2200

Phoenix, AZ 85012

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Executive Summary

Janice McLaren, Procurement Specialist

Ottawa County

RFP# 23-23 – Call-in Dictation Transcription Software and Speech-to-text Software Solutions

Dear Janice McLaren,

Thank you for allowing VIQ Solutions, Inc. the opportunity to respond to Ottawa County's current RFP for Call-in Dictation Transcription Software and Speech-to-text Software Solutions. We are pleased to be part of your selection process. With more than 4200 clients across the globe, including tens of thousands of active users, and operating in 25 countries, you can trust VIQ's proven technology solutions to streamline your transcription workflows and ensure the security of the large volumes of evidentiary content generated by the Ottawa County Sheriff's Office.

VIQ understands the Ottawa County Sheriff's Office team of typists are users of Nuance Winscribe, which is now approaching the end of life. VIQ would like to propose a more modern, alternative solution that bundles NetScribe™, VIQ's proprietary, cloud-based, all-in-one transcription platform, FirstDraft™, which automatically converts speech to text in minutes, and Mobile Mic™ Pro smartphone dictation app to streamline the secure capture of single and multi-speaker recordings and simplify the creation of high-quality transcripts.

Our clients are choosing this innovative approach to realize the following benefits:

Digital Dictation Secure, cloud-based solutions that are industry tested and supported	Mobile Recording User-friendly app simplifies recording and playback of speech	Automation AI-generated transcription of recordings for fast review
Collaboration Completed transcripts can be easily viewed and shared via online portal	Transcript Creation Automate work pools to save time allocating jobs and manage teams with reporting	Professional Editing Simple ordering of verbatim transcription at cost-efficient rates, when needed

In this response, we've addressed the RFP's outlined requirements and explained the key areas of our service offering, security practices, support channels, and pricing.

Our experience, coupled with our size and technological advances, makes us a premier provider of transcription platform technology that can serve the requirements for this Ottawa County Sheriff's Office's request for proposal.

By selecting VIQ, you will be partnering with a solutions and services provider that puts the needs of our clients first. We look forward to discussing your goals and working together to deliver a service offering that meets and hopefully exceeds your organizational requirements.

A handwritten signature in black ink, appearing to read "Susan Sumner". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kind regards,
Susan Sumner
President

Project One – Sheriff’s Office Transcription Software Project

VIQ understands the Ottawa County Sheriff’s Office, Records Unit is seeking a digital dictation and transcription software solution to replace Nuance Winscribe now that it’s approaching the end of life. VIQ would like to propose an alternative, more modern, CJIS-compliant solution to help you securely manage documentation with efficiency and flexibility.

With advanced functionality and industry-leading speech recognition, VIQ helps companies around the world improve their dictation workflows. With over 25+ years in dictation technology and services, VIQ provides a future-proof solution for voice-based document creation.

MobileMic Pro Record dictations and request documentation from anywhere.	FirstDraft Automatically convert speech to highly accurate, searchable text in minutes.	NetScribe Accelerate your productivity with an all-in-one transcription platform.
--	---	---

The integrated solution suite not only provides the ability to create and send high-quality recordings anywhere and at any time, but it also enables transcriptionists to work smarter, faster, and with greater precision.

Modern Technology to Enhance Your Documentation Efficiency

NetScribe

We believe VIQ’s proprietary cloud-based all-in-one transcription platform is the ideal technology solution to fully support the Ottawa County Sheriff’s Office, Records Unit’s typists. This platform would enable the staff, all fifteen typists, to retrieve dictated audio files, depending on the job type or the individual’s access level, to create high quality transcripts in less time.

NetScribe, powered by Artificial Intelligence, enables the Records Unit typist to start with a machine-generated transcript that boasts a word accuracy of up to 95% (depending on audio quality). Rather than beginning with a blank document and typing every word, the typist will simply listen to the audio and read through the transcript, making edits where necessary. This approach can improve the typist’s efficiency resulting in turnaround times of up to 40% for multi-speaker audio files (case studies available on request). With the increase in productivity, the typist can take on more projects, go live with them faster and finish them in a fraction of the time compared to their previous transcription workflow.

VIQ would like to help Ottawa County Sheriff's Office achieve its business goals by optimizing the onerous administration of content and resources with industry-focused templates, automated work pools, job cost/billing, and other advanced features explicitly built for transcription companies and in-house transcription teams.

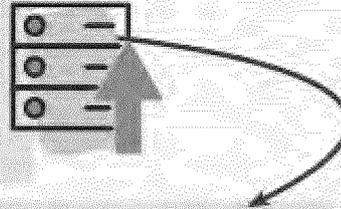
The infographic below provides an overview to gain a quick understanding of the NetScribe workflow and how the platform works.

NetScribe™

NetScribe is the only all-in-one transcription platform that is industry-tested to meet the needs of police departments and other large entities with internal transcription teams. NetScribe's automated workflows and artificial intelligence will help streamline the creation and distribution of documents for the Ottawa County Sheriff's Office.

One Easy-to-use Portal

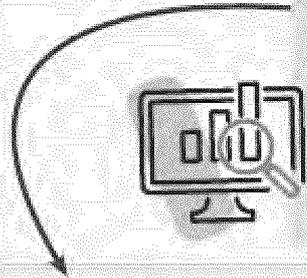
Securely upload multiple audio files of any format to be combined into one document for transcription. Once uploaded, the original author of the audio can view transcription status, get update alerts, and download the final transcript.



All-in-One Transcription Management Suite

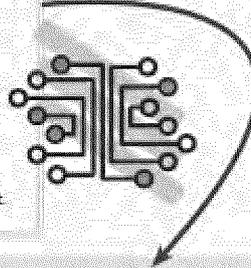
The audio is automatically transferred to NetScribe for transcript creation. The Administrator can manage job assignments and view typist and job data to streamline workflow.

- Set up billing profiles, pay profiles and job types to simplify billing for each transcriptionist and job.
- Run and export typist and job costing reports to easily upload to the Ottawa County Sheriff's Office accounting system.



Optional AI-generated Draft Transcripts

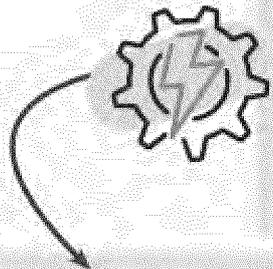
With aiAssist (optional), Editors receive an AI-generated draft transcript that is up to 95% accurate, dependent upon audio quality, to speed turnaround by enabling review versus typing. If needed, accuracy scores can be enhanced with custom language models, post-processing and custom dictionaries tailored to the vertical or client.



Why Choose NetScribe

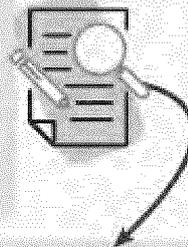
Transcribe or edit audio files and QA transcripts using innovative features:

- Supports all aspects of transcription workflow and administration.
- Protects data at rest and in transit using the latest Microsoft Azure data security and protocols.
- Provides flexible, customizable priority routing rules, load balancers, content and delivery templates, billing profiles, and document formatting features to meet your customers' specific needs.



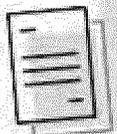
Innovative Features

- Job Queue streamlines access and management of incoming files to ensure timely completion.
- File segmentation and parallel processing (rip and stitch) allows multiple typists to work on larger jobs speeding job completion.
- Audio channel isolation assists with accuracy of multi-speaker events.
- Quality assurance tiers ensure proper certification levels for final transcripts.



View or Download Final Transcript

Completed transcripts are available in NetScribe Connect for viewing or download, as needed.



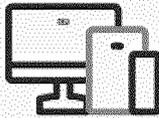
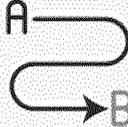
As a sheriff's office with an internal team of typists, you need the ability to transcribe, secure, and manage vast amounts of evidentiary data captured in a variety of audio and video formats from single and multi-speaker events all within one platform. NetScribe can help the Ottawa County Sheriff's Office, Records Unit significantly improve the execution and management of your transcription workflow by 30% - 50% compared to traditional transcription methods.

NetScribe is a comprehensive transcription platform that delivers cost-effective, high-quality documents while improving efficiencies through automated workflows and artificial intelligence to streamline the creation and distribution of documents.

As a web-based solution, there is no requirement for Ottawa County Sheriff's Office to host or set up any servers. Once an audio recording has been captured, the resulting file is sent directly to VIQ's CJIS secure cloud-based hosting.

NetScribe delivers the tools needed to achieve a highly accurate transcript, whether powered by human transcription or with the speed of VIQ's speech-to-text technology, FirstDraft.

NetScribe also provides secure access to upload any single or multi-channel audio recordings that are quickly transcribed into comprehensive, formatted documents. Each is then delivered to the appropriate resource using proven, industry-standard secure data transfer protocols.

				
Secure	Efficient	Agnostic	Intuitive	Comprehensive
Latest Microsoft Azure data security and protocols that support regional and industry requirements protect data at rest and in transit.	Streamline transcription workflow – manage coverage from increased demand, set up automated workflows that save time, and monitor productivity to maintain quality.	Import multiple audio files of any format into one document for transcription.	Speech formatting and user-friendly features based on industry feedback, latest speech engines and security.	All-in one transcription platform with in-depth reporting simplifies management of transcription staff, document turnaround and billing.

NetScribe at a Glance

Consolidate

- Manage all your transcription workflows from a single platform and interface
- Enhance and accelerate your workflows with customizable processes and rules for work pools

Automate

- Speed workload assignment based on author, job type, priority, and turnaround time expectations

Improve

- Upload any multiple mixed media audio files directly to NetScribe and merge them into one document to speed production.
- Job cost management features
- Jump points, hotkeys, programmable formatting, industry-specific spellchecks, and auto-population of interfaced metadata enable greater document accuracy and faster completion
- aiAssist features enable fast, easy distribution of document segments to multiple typists and reintegration into single documents for QA review

Features and Benefits In Detail

Web-browser and data sync provide instant access to transcription editors and collaborators, ensuring quality and accuracy	Monitor efficiency, highlight concerns, and identify trends to meet expectations with QA checkpoints and real-time dashboard
Automated, progressive parallel typing features (aka "rip and stitch") split lengthy, multi-channel audio files and annotation data into segments for concurrent document creation by multiple typists	Help with staff shortage - coverage assistance, manage demand and quality assurance with workload assignments and routing
Import audio and annotations from any digital source, then apply priority routing rules, load balancers, content and delivery templates, and billing profiles tailored to meet transcription needs	Support the unique needs of law enforcement professionals with specialized formatting, including variable page, header, and footer, and more
Simultaneous voice and text playback, customization tools, and flexible templates automate key documentation steps from capture to distribution, reducing overall costs	Secure access to content based on security settings, audit logs, and record user activities, including confidential data access attempts, modifications, and transactions
Quickly search, discover, analyze, select, translate and explore large amounts of Electronically Stored Information	Fast, consistent execution of transcript creation and editing with secure content storage and distribution

The typists can access numerous formatting options via the comprehensive formatting editing tool built into the editor:

The screenshot displays the FirstDraft transcription editor interface. At the top, there are buttons for 'Preview', 'Exit Without Saving', 'Save Draft', 'Save and Exit', and 'Submit'. The main editing area shows a document with a 'Formatting Tools' toolbar. The document text includes a witness statement and a list of speakers. On the right, a sidebar contains a 'Job' information panel with fields for Job Number, Author Name, Needs, Certification, Language, Interviewee/Matter, #/Author, Judge, Input Field 0, and Input Field #. Below this is a 'Remove Diarization Labels' section with a 'Remove' button and a search field. At the bottom of the sidebar is a 'Job Type (Templates)' section with a dropdown menu and an 'Update' button.

FirstDraft Automated Transcription

Once the typist has finished the document review, the content is merged with a previously configured document template. This template can be custom formatted to the specific requirements of the Ottawa County Sheriff's Office.

Below is an example of a FirstDraft machine-generated transcription template which can be outputted to either a Word Document or Adobe PDF.

✓ Original Report

Narrative

Original Report

Time, Date, Reporting Officer Name (Badge & Shift):
1653 HOURS, 040223, OFFICER MILLER (GP0526 FTO)

List miscellaneous documents included with this original report:
COPY OF SUMMONS - S164173

Evidence (Yes or No):
YES

Connecting Case Number(s):
NONE

Narrative:

ON 040223 AT 1136 HOURS, MYSELF AND MY FIELD TRAINING OFFICER (FTO) WERE PATROLLING ON 23RD AVENUE, JUST NORTH OF 32ND STREET. WHILE PATROLLING, THERE WAS A VEHICLE THAT PASSED US WITH A CRACKED WINDSHIELD. I PERFORMED A TRAFFIC STOP, WHERE WE ENDED UP AT THE LOAF N JUG, OFF OF 23RD AVENUE AND 32ND STREET. UPON CONTACT WITH THE DRIVER, WHO WAS POSITIVELY IDENTIFIED AS RAYMOND MAKINSTER, I EXPLAINED TO MAKINSTER THE REASON FOR THE TRAFFIC STOP WAS HIS WINDSHIELD WAS CRACKED. MAKINSTER STATED THAT HE HAS A DRIVER'S LICENSE. JUST NOT ON HIM. MAKINSTER WAS ABLE TO PROVIDE AN INSURANCE CARD. THAT

WHILE SPEAKING TO MAKINSTER, I WAS ABLE TO IDENTIFY THE OTHER FOUR INDIVIDUALS IN THE VEHICLE. THE FRONT PASSENGER IN THE VEHICLE WAS IDENTIFIED AS KENNETH LUJAN. AFTER RUNNING LUJAN'S NAME AND DATE OF BIRTH, IT CAME BACK THAT HE HAD AN ACTIVE WARRANT OUT FOR HIS ARREST. LUJAN WAS DETAINED UNTIL CONFIRMATION OF HIS WARRANT CAME BACK. AFTER CONFIRMATION OF HIS WARRANT CAME BACK, LUJAN WAS THEN ARRESTED AND TAKEN DOWN TO THE NORTH JAIL COMPLEX AT WELD COUNTY. WHILE AT THE NORTH JAIL COMPLEX IN WELD COUNTY, DEPUTIES DID A PAT DOWN SEARCH ON LUJAN'S PERSON. UPON THE PAT DOWN SEARCH, WELD COUNTY DEPUTIES CAME ACROSS A CLEAR BAGGIE WITH A WHITE POWDERY SUBSTANCE IN IT.

WHILE AT THE WELD COUNTY JAIL, I RECOVERED THE BAGGIE, THAT CONTAINED THE WHITE POWDERY SUBSTANCE, FROM THE DEPUTIES. I WROTE A STATE CITATION TO LUJAN FOR THE POSSESSION OF, WHAT APPEARED TO BE, NARCOTICS. THE STATE CITATION NUMBER IS S164173, WITH A CHARGE OF UNLAWFUL POSSESSION. I THEN SERVED LUJAN WITH THE SUMMONS AND EXPLAINED THE SUMMONS TO HIM, FOR WHICH HE WAS ABLE TO PROVIDE A SIGNATURE FOR THE SUMMONS.

I LATER RETURNED TO EVIDENCE WITH THE BAG OF WHITE POWDERY SUBSTANCE. I FIELD TESTED THE WHITE POWDERY SUBSTANCE, WHICH CAME BACK A PRESUMPTIVE POSITIVE FOR COCAINE. I THEN PACKAGED THE BAG AND PLACED IT INTO EVIDENCE UNDER THE SAME CASE NUMBER OF 23G004912.

PLEASE REFER TO BODY WORN CAMERA FOR ADDITIONAL DETAILS OF THE TRAFFIC STOP, AS WELL AS THE ARREST. NO FURTHER ACTION WAS TAKEN BY THIS OFFICER.

* Example of a FirstDraft™ speech recognition machine-generated transcription.

Transcription Platform Management

Below is an example of the NetScribe Jobs Queue view.

Job ID	Job Number	Job Type	Job State	Worker Name	QA Level	Priority	Current Step	Audio Length	Author	Last Played	Entered On	Expiry Date	QA Due
208464	208464	MS Test	160 - Ready For Editing	Court	Not in QA	Normal	Cl	00:46:19	Caroline Brown	30-Mar-2023 18:27	30-Mar-2023 17:51	01-Apr-2023 17:51	02-Apr-2023 17:51
208463	208463	MS Test	120 - Being Typed	Court	Not in QA	Normal	Manasa C.	00:06:48	Caroline Brown	31-Mar-2023 01:03	30-Mar-2023 17:51	01-Apr-2023 17:51	02-Apr-2023 17:51
208462	208462	MS Test	150 - Draft Typed	Court	Not in QA	Normal	CarolineA Brown	00:05:41	Caroline Brown	31-Mar-2023 17:57	30-Mar-2023 17:51	01-Apr-2023 17:51	02-Apr-2023 17:51
208461	208461	MS Test	150 - Draft Typed	Court	Not in QA	Normal	CarolineA Brown	00:04:14	Caroline Brown	31-Mar-2023 17:56	30-Mar-2023 17:51	01-Apr-2023 17:51	02-Apr-2023 17:51
208723	208723	Full SR	120 - Being Typed	Default	Not in QA	Normal	Rafael Manzo	00:09:58	Rafael Manzo	03-Apr-2023 21:29	03-Apr-2023 19:30	03-Apr-2023 23:30	04-Apr-2023 23:30
208722	208722	Full SR	120 - Being Typed	Default	Not in QA	Normal	Rafael Manzo	00:09:58	Rafael Manzo Ramirez	03-Apr-2023 19:32	03-Apr-2023 19:24	03-Apr-2023 23:24	04-Apr-2023 23:24
208718	208718	Full SR	150 - Draft Typed	Default	Not in QA	Normal	Rafael Manzo	00:09:58	Rafael Manzo	05-Apr-2023 23:24	03-Apr-2023 12:54	03-Apr-2023 16:54	03-Apr-2023 16:54
208460	208460	Court speech	160 - Ready For Editing	Court	Not in QA	High	Cl	00:06:28	Caroline Brown	30-Mar-2023 18:06	30-Mar-2023 17:46	01-Apr-2023 15:16	01-Apr-2023 15:16
208459	208459	Court speech	150 - Draft Typed	Court	Not in QA	High	CarolineA Brown	00:46:19	Caroline Brown	30-Mar-2023 18:07	30-Mar-2023 17:46	01-Apr-2023 15:16	01-Apr-2023 15:16
208458	208458	Court speech	160 - Ready For Editing	Court	Not in QA	High	Cl	00:05:41	Caroline Brown	30-Mar-2023 18:15	30-Mar-2023 17:46	01-Apr-2023 15:16	01-Apr-2023 15:16
208457	208457	Court speech	150 - Draft Typed	Court	Not in QA	High	CarolineA Brown	00:04:14	Caroline Brown	30-Mar-2023 17:54	30-Mar-2023 17:46	01-Apr-2023 15:16	01-Apr-2023 15:16
208456	208456	Court speech	150 - Draft Typed	Court	Not in QA	High	CarolineA Brown	00:06:28	Caroline Brown	30-Mar-2023 17:45	30-Mar-2023 17:36	01-Apr-2023 15:06	01-Apr-2023 15:06

*NetScribe Jobs Queue view

The above NetScribe Jobs Queue view provides a holistic view of all audio files waiting to be processed or currently in the process of transcription.

Transcription Platform Reporting

Netscribe supports up to three tiers of user/administrator access: Typist, QA, and Administrator (Authors can access their recordings on NetScribe Connect if required). There is no limit to the number of users or divisions that can be created. Users can be reassigned to a different division, should they move to work under a different division. User accounts are configured under a master/parent/child configuration and are associated to the user's email address; providing user-centric account management.

Agency and Division Administrators can monitor subordinate account activity and activate and deactivate users.

Administrators can also query the Job queue and define reporting parameters, including date range, division and/or individual user. There are also 12 most commonly used reports that can be run by the admins.

Optionally, VIQ's management team can query and/or schedule SQL reports containing data that is otherwise not included within the reporting module. This is scoped and priced on an as-needed basis. Sample reports can be provided upon request.

Modern Technology to Streamline Audio Capture

MobileMic Pro

MobileMic Pro enables the capture of high-quality, digital audio recordings quickly and easily using a smartphone app. This solution will streamline the capture of high-quality recordings in the office or offsite. MobileMic Pro can record dictation and multi-speaker events, whether online or offline. Once the recording is captured, it is automatically sent for transcript creation via NetScribe. This secure process ensures that your evidentiary content is fully protected by our enhanced security protocols, reinforcing confidentiality standards, including the secure management of data via a secure government cloud such as Azure or Amazon Web Services.

MobileMic Pro at a Glance

- Secure – Employs government compliant data transfer encryption, device authentication and chain of custody tracking
- Mobile – Audio capture that supports your documentation workflows, in the office and on the go
- Ease of Use – Supports “one-tap” recording and multiple turnaround options to get you up and running quickly
- Reliable – Capture high-quality recordings online or offline, and if needed, review and append your recording within the app

Call-in Lines

VIQ can provide the Ottawa County Sheriff's Office access to our Dial-in Dictation Line and/or MobileMic Pro mobile smartphone application to support the submission of recordings from the field.

All recordings submitted are sent to and stored on our CJIS-certified NetScribe platform for transcript creation, where the audios are accessible for download, and the transcription status can be fully tracked.

VIQ can allocate six telephone call-in dictation lines per the Ottawa County Sheriff's Office requirement, allowing for simultaneous/concurrent dictation into our secure NetScribe solution.

Call-in dictation comes with a cost-per-minute phone service.

Encryption / Security

Security is what truly separates VIQ from the rest. VIQ has received the CJIS ACE Readiness Seal. Our NetScribe platform used for the transcription is CJIS-ready. In addition, every employee and contractor are contractually obligated to confidentiality obligations and required to undergo a background check.



VIQ's proprietary database and servers are hosted in a Tier 4 state-of-the-art data storage facility which provides multiple levels of data communications (ISP) and power redundancy as well as 24/7 physical security to monitor access. All data remains securely within the continental United States per FBI CJIS Policy.

Project Two – Sheriff’s Office Speech-to-Text Project

VIQ understands the second project requirement of the Ottawa County Sheriff’s Office is for a speech-to-text solution to be used by approximately forty users, including detectives, command staff, and select supervisors.

FirstDraft, AI powered speech-to-text, is a key VIQ service offering. To capture single or multi-speaker audio recording on the go, MobileMic Pro application works on Android and Apple mobile devices. The author can easily record dictations or interviews, which are then securely sent to our transcription platform NetScribe. The author will then receive an AI-generated audio transcript, which can be self-edited. Alternatively, the author can send it back to the Records Unit’s typists to edit this AI-generated draft transcription.

Artificial intelligence (AI) makes transcribing audio and video files as fast and secure as possible, with no complicated workflows and no human assistance, unless required. AI-generated transcription is a cost-effective solution to optimize operations and make better-informed decisions within a quick turnaround time. Incorporating intelligent speech-to-text automation with our end-to-end documentation solutions provides the Ottawa County Sheriff’s Office with a powerful solution for secure scalability, enhanced accuracy, and expedited results for transcription.

FirstDraft uses the latest speech engines and security technologies to analyze audio and audio/video content and create a high-quality transcript. Post-processing, client-specific language models/dictionaries, and industry-related templates help you create up to 95% accurate draft documents within minutes and would assist in streamlining the Records Unit’s transcription workflow.

Through FirstDraft, our clients can leverage industry-proven, best-of-breed AI-powered capabilities to help gain insights and efficiencies into audio and video recordings with less time and cost than human intervention alone. Our innovative speech recognition solution will assist with single and multi-speaker voice recordings for review and editing and automated meta-tagging of related data.

Unique proper names and other frequently used terms can be improved by using custom language models and customer-specific dictionaries, which can be added during the implementation process.

Users may also list the names of the speakers in the metadata depending on how those fields are configured at the organization level.



Convert audio to text in near real-time

FirstDraft, powered by aiAssist, transforms recordings to a draft transcript that is up to 95% accurate within minutes, not days. Accuracy can be increased with custom language models and dictionaries if needed.

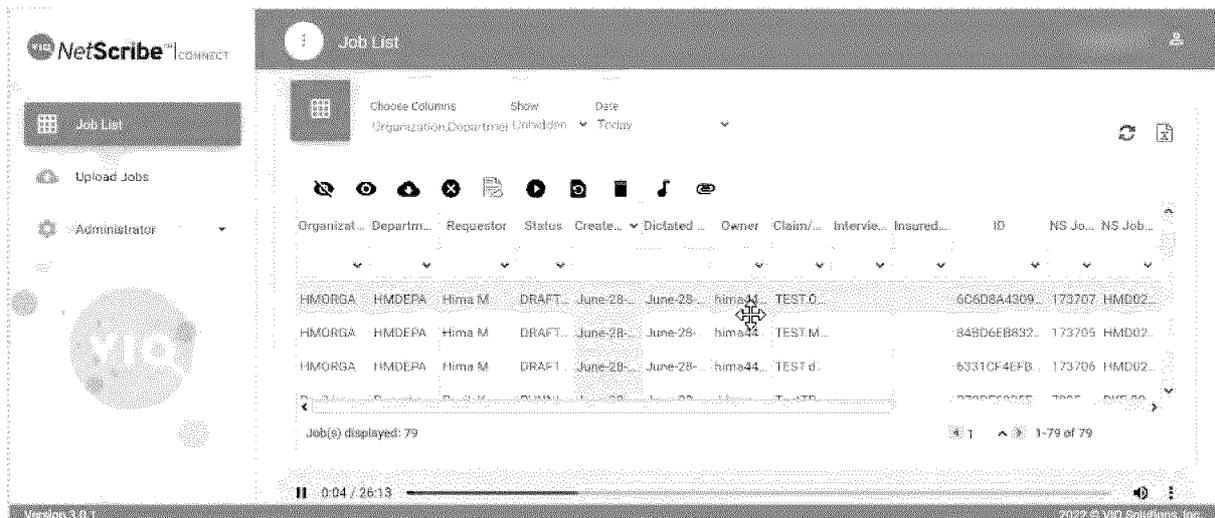
NetScribe Connect

NetScribe Connect portal delivers an easy-to-use and efficient end-to-end workflow for single and multi-speaker environments.

VIQ's encrypted online platform is where the audio author can:

- Retrieve/listen to/download their submitted audio recording.
- View/edit/download their machine-generated transcription (if requested)
- Submit, view and be alerted of the completed transcripts
- See the status of a human transcription (if requested from the Records Unit typists)

Audio recordings taken elsewhere can be uploaded and securely transferred via NetScribe Connect.



*NetScribe™ Connect job screen

The author can view the transcription status of all their submitted recordings from within NetScribe Connect. Once the file is available from FirstDraft or if Records Unit typist has completed the author's transcript, it can be retrieved and viewed by the author electronically via NetScribe Connect.

The author automatically gets notified via email when a completed transcript is posted to their account. Authorized users can then log in and securely download completed transcripts or choose to have it emailed to them if required. If the Ottawa County Sheriff's department would like the file sent directly to their own network, this can be facilitated via SFTP or to a document management system if it has API capabilities.

Similar to our NetScribe there is no additional hardware/software required to utilize NetScribe Connect. All that is required is a computer and an internet connection. All files transferred electronically via NetScribe Connect are encrypted with 256-bit SSL/TLS and meet CJIS and FIPS data security requirements.

Upon contract award, VIQ shall create user accounts as needed for the Ottawa County Sheriff's Office's personnel.

Hardware/Ancillary Accessories

Because VIQ's technology solutions are cloud-based, very few hardware or ancillary accessories are required to utilize our technology.

The Records Unit typist's existing foot pedal and headset will most likely work fine with the NetScribe transcription platform.

We recommend the Infinity foot pedal and high-quality noise-canceling headphones for optimum transcription performance while editing within NetScribe.

To run the NetScribe transcription platform, we recommend that the typist's workstation run a Windows 10 x64, Intel Core i5 Sky Lake or above, have 8 GB of RAM, and a 500GB SSD or higher. A fast internet connection speed of 100MBps and a Google Chrome web browser is also recommended to access the NetScribe web portal.

Background Checks

VIQ contracts with only the most highly qualified candidates, placing a premium on previous law enforcement and/or legal experience. All VIQ employees undergo a national-level criminal background check. Criminal checks include a nationwide search for public records of felonies and misdemeanor offenses, where each individual is also checked against the national Sexual Offenders Registry. No person with felony arrests or involvement with misdemeanors of moral turpitude, perjury or false statement issues shall be permitted to be involved in any manner.

All VIQ employees and contractors have passed our national-level criminal background check.

Implementation & Training

VIQ shall provide training and support documentation as required to ensure the successful utilization of services. Training materials include a visual Reference Guide, instructional videos, and demonstrations.

VIQ's Professional Services organization will install and configure the solution for the Ottawa County Sheriff's Office. The professional services referenced below are assumed to be core functionality implemented through configuration changes only. Any other modifications will require a Change Order and will require cost/pricing approval before proceeding.

Category	Feature
Account Creation	<ul style="list-style-type: none"> • Standard timeline 3-5 business days <ul style="list-style-type: none"> ○ Expedited account creation 1-3 business days available upon special request
User Creation	<ul style="list-style-type: none"> • Create user in VIQ web portal <ul style="list-style-type: none"> ○ Upload audio ○ Download completed transcripts
User Training	<ul style="list-style-type: none"> • Provide links to online videos <ul style="list-style-type: none"> ○ Provide links to user documentation ○ Personalized training (as needed)
Template Creation	<ul style="list-style-type: none"> • Single speaker template • Multi-speaker template

Support

VIQ's services are intuitive and straightforward to use. If technical support is needed, VIQ employs various levels of Customer Support. VIQ has a world-class support team ready to assist with any issues. The support team is available Monday through Friday, 8:00 AM to 5:00 PM Eastern time, excluding United States public holidays. The Ottawa County Sheriff's Office can report issues to VIQ via email, and telephone.

VIQ will provide the Ottawa County Sheriff's Office support for VIQ software, including the deployment of updates and bug fixes. Maintenance Services are performed by VIQ's support personnel, who act as a primary interface for technical support issues, issue management, and escalation.

Pricing and Invoicing

Please see below, which details our services' full cost breakdown and a five-year forecast total.

Description	Cost Per User		# Users	Total Cost	
Unlimited dictation of audio (voice only) including audio file storage and access. Yearly subscription per user. (patrol officers)	\$115.00	Per User/Per Year	150 users	\$17,250.00	
FirstDraft with aiAssist voice-to-text speech rec (including 4,000 minutes a month per user). Yearly subscription per user. (detectives division)	\$210.00	Per User/Per Year	40 users	\$8,400.00	
Additional charge over 4,000 ai-Assist speech rec minutes.	\$0.20	Per minute			
MobileMic Pro - unlimited software provided	\$0.00	Unlimited			
NetScribe transcription platform yearly license per user	\$210.00		15 users	\$3,150.00	
Telephony based dictation per minute (if needed)	\$0.20				
Implementation & Set Up	\$1,500.00			\$1,500.00	
Training of NetScribe/NetScribe Connect & MobileMic Pro	\$3,000.00			\$3,000.00	
Support costs	\$0.00				
Maintenance	\$0.00				
Management fees	\$0.00				
First year forecast		Cost over first year		\$33,300	*This first year price does not include any price for overcharge usage.
Five year period forecast		Cost over five years		\$148,500	*This 5 year price does not include any price for overcharge usage.

Company Experience and Qualifications

VIQ Solutions is a premium provider of transcription & translation services throughout North America and globally. From this perspective, we truly understand the importance of a reliable transcription services provider. On this basis, we feel confident that our solutions will meet and even exceed your requirements.

VIQ specializes in the transcription of investigative and narrative audio recordings from law enforcement, courts, and other government agencies. As such, our typists are experienced and skilled in the specific nuances, terminology, and procedures associated with this challenging type of transcription.

VIQ is one of the few providers in the industry that offers a complete, end-to-end solution for capturing, digitizing, and storing audio and video files.

VIQ has more than 30 years of experience serving the transcription needs of clients across many sectors. This experience, coupled with our size and technological advances, makes us the premier provider of transcription services globally and more than capable of managing the transcription needs of the Ottawa County Sheriff's Office.

Exceptions to RFP

Section 6: RFP Terms and Conditions – Subcontractors

Any independent contractors involved in running this account would not require the Ottawa County Sheriff's Office's prior approval.

All subcontractors undergo a national-level criminal background check. Criminal checks include a nationwide search for public records of felonies and misdemeanor offenses, where each individual is also checked against the National Sexual Offenders Registry. No person with felony arrests or involvement with misdemeanors of moral turpitude, perjury or false statement issues shall be permitted to be involved in any manner.

Vendor References



RFP 23-23 Transcription Software as a Service for Law Enforcement

ATTACHMENT B – VENDOR REFERENCES

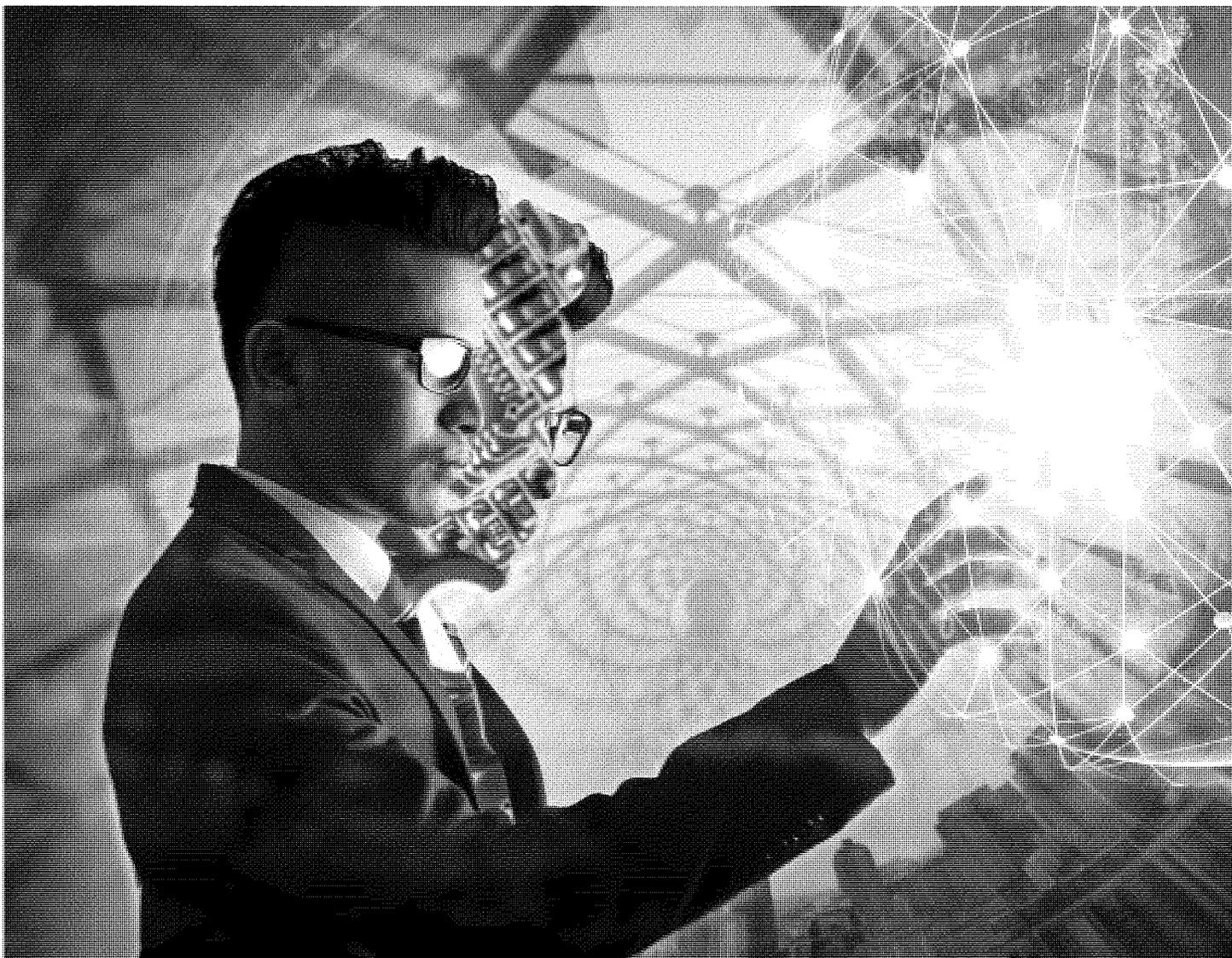
Provide (3) three references from projects or services provided that are similar in size and/or scope, preferably from other governmental/municipal, and/or other community-based organizations. By providing the references below, Vendor authorizes any person contacted to give the County any and all information concerning work experience or performance and releases all parties from all liability for any damage that may result from furnishing the same to the County. Please do NOT include Ottawa County as a reference.

Reference 1			
Customer Name	Maricopa County Sheriff's Office	Contact Person	Capt. Fred Aldorasi
Contact Number	(602) 876 4814	Contact Email	F_aldrasi@maricopa.gov
Project Description	Maricopa County Sheriff's Office are utilizing MobileMic Pro for dictation and VIQ's professional transcriptionists for their transcription needs.		

Reference 2			
Customer Name	Nampa Police Dept.	Contact Person	Lt. Don Peck
Contact Number	(208) 250-7183	Contact Email	peckd@cityofnampa.us
Project Description	Nampa Police Department are using MobileMic Pro for the department's dictation needs.		

Reference 3			
Customer Name	Greeley Police Dept.	Contact Person	Chief Adam Turk
Contact Number	(970) 371 7499	Contact Email	adam.turk@greeleypd.com
Project Description	Greeley Police Department are using VIQ's NetScribe and MobileMic Pro solutions for their transcription and dictation needs.		

Exhibit B



VIQ Solutions

**NetScribe AI
Technology
For
Ottawa County
Law Enforcement**

VIQ Solutions

Preserve the unique value of the spoken word and video image, and deliver meaningful data our security focused customers can utilize



Preferred By Many

Our clients have relied on our sophisticated technology and quality services to manage and protect their evidentiary content around the world



Security conscious

Employing the best available defenses against evolving cyber threats to protect client data

CJIS



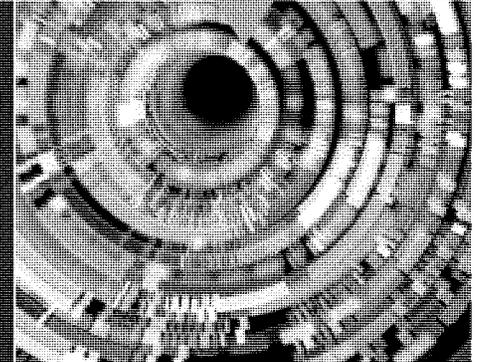
Unique Position

AI powered end to end solution paired with vertical-specific expertise set a new standard in the marketplace



Target Segments

Focused presence in the most rigid security environments including governments, courts, insurance, law enforcement and media



VIQ Difference



Offer a seamless **end to end solution**, that combines both technology and services, to create a best-in-class client experience that supports modernized workflows



Focus on agile **technology innovation** that enables us to quickly respond to changing market conditions with a team of more than 40 global developers



Leverage the **most advanced security protocols** to securely capture and manage **confidential information**



Utilize our revolutionary technology to accurately document **complex, multi-speaker** discussions to achieve measurable improvements in time and quality



30+ Years

25 Countries

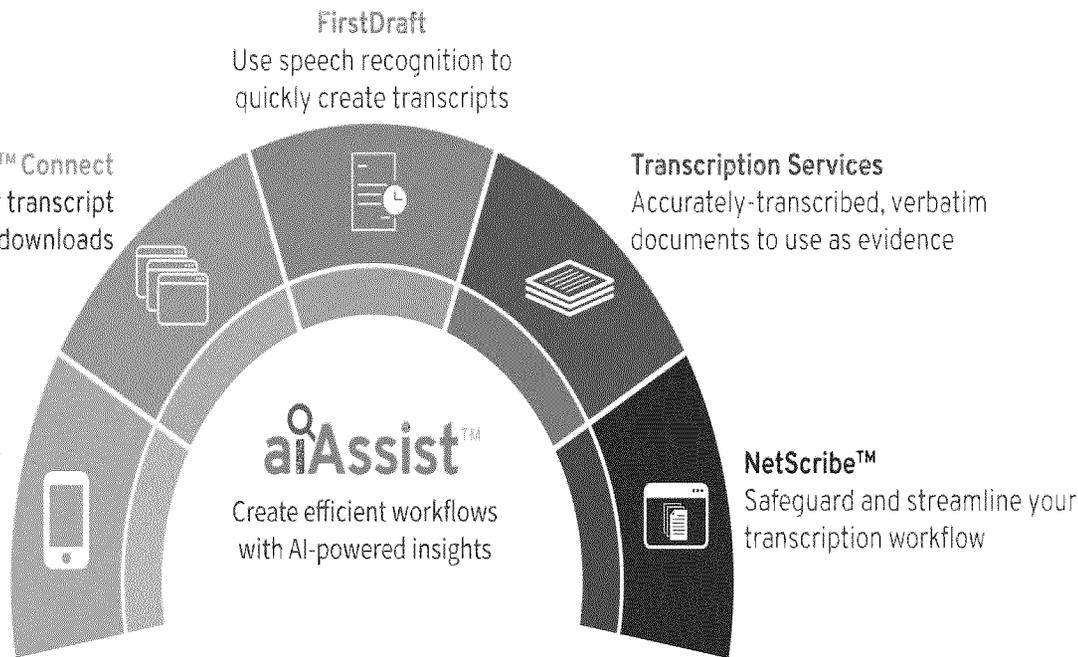
2200+ Clients

60K Rooms

42M+ Pages

20M+ Minutes

AI powered solutions accelerate workflow



- Singular focus on highly secured evidence related organizations
- Unique portfolio of technology and services
- Proprietary technology that leverages AI
- Cloud strategy to support exponential growth
- Exceptional industry knowledge
- Client first approach to service



Capture documentation whenever, wherever

Mobile **Mic Pro**



Secure – employs encryption, device authentication, and other data and user protection techniques

Fast – mobility combined with AI-powered speech recognition delivers the fastest documentation solution for busy professionals

Efficient – accurate, and portable cloud-based speech recognition creates documentation in near real-time and delivers it to your device, so you can focus on higher-value tasks

Accurate – aiAssist™ delivers increased accuracy over time and optimizations for specific departments or individuals

Easy to Use – an app that supports “one-tap” recording gets you up and running quickly



AI powered, transcription workflows solution

Editor

- Integrated Word-like functionality
- Supports transcription and/or editor workflows
- AI, speech-to-text speeds document creation
- Automatic formatting to include cover pages, indents, and spacing

Automated workflow

- Customized work pools and routing
- Priority management with set work hours to manage TAT
- Administrative access for outliers

Quality Assurance

- Fully automated with 3 levels
- Easily set/adjust QA percentage
- Utilize adhoc or manual method



Audio file management

- Online order entry
- Secure, cloud-based file upload
- Multiple audio formats supported

Reporting

- Canned reports for TAT, exceptions, and reconciliation
- Billing reports with staff activity
- Customized reporting available with added cost

Distribution

- Web portal access for download
- Export of documents through an API
- Customizable distribution profiles: email, fax, etc

NetScribe



Easy to use distribution portal

NetScribe™ | CONNECT

The screenshot displays the NetScribe Connect web application. The main interface features a table with columns for various data points. A sidebar on the left provides navigation options including 'Home', 'Upload Jobs', 'Job List', and 'Admin Tools'. An 'Upload Jobs' modal window is open on the right, showing a form for 'Multi-Speaker (VQ Sales)'. The form includes fields for 'Job Title', 'Interviewer', 'Language', 'Start Date', and 'End Date'. Below the form is a 'Drag or Browse Audio File' section with a list of audio files.



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AI-powered multi-tenant workflow and analysis



Fast – automated analysis and speech-to text conversion and support for client-specific workflows speed transcription dramatically

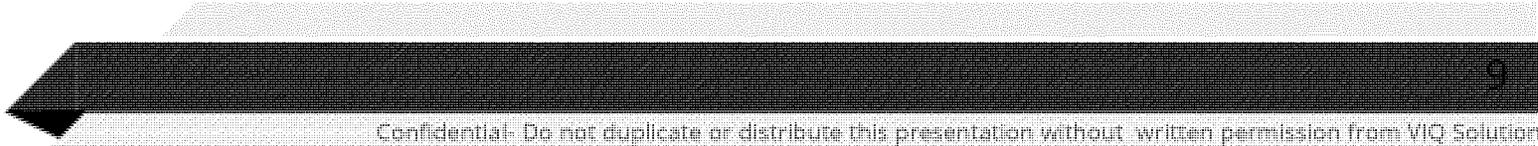
Flexible – supports multiple languages, dialects, AI-enabled speech recognition and analytics, tools and customizable specialized vocabularies

Accurate – aiAssist can generate transcriptions of live, multi-channel audio in near-real time, while its ML features continuously improve accuracy

Powerful – transcriptions enable rapid search and indexing of audio content, easy identification of multiple speakers, recognition of non-speech noise and silence, and disambiguation of unclear audio



DEMO



AI-powered NetScribe Solution Pricing

Pricing

Description	Cost Per User		# Users	Total Cost
Unlimited dictation of audio (voice only) including audio file storage and access. Yearly subscription per user. (patrol officers)		Per User/Per Year	0	\$
FirstDraft with aiAssist voice-to-text speech rec (including 15,000 minutes a month per user). Or 180,000 per year	\$180.00	Per User/Per Year	150 users	\$27,000
Additional charge over 180,000 ai-Assist speech rec minutes.	\$0.20	Per minute		
MobileMic Pro - unlimited software provided	\$0.00	Unlimited		
NetScribe transcription platform yearly license per user	\$180.00		15 users	\$2,700
Telephony based dictation per minute (if needed)	\$0.20			
Implementation & Set Up	\$1,500.00			\$1,500.00
Training of NetScribe/NetScribe Connect & MobileMic Pro	\$3,000.00			\$3,000.00
Support costs	\$0.00			
Maintenance	\$0.00			
Managment fees	\$0.00			
First year forecast		Cost over first year		\$34,200

Going to AI for everyone based on your number of users only increased your cost by based on the lower Transcriptions cost \$900.00 more per year.

*This first year price does not include any price for overcharge usage.

VIQ uses artificial intelligence and digital workflow solutions to address our clients' data capture, transcription outsource, and technology modernization challenges

Let us help you!



Questions?

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Janice McLaren

Exhibit B - - continued

From: Tony Incardona <tincardona@viqsolutions.com>
Sent: Monday, July 17, 2023 12:37 PM
To: Purchasing RFP
Subject: Update Pricing quote
Attachments: Pricing for Ottawa 7-17-23.pdf

Categories: Misc - confirmed read

Thank you for setting up the meeting today. I have attached the quote for 130 patrol officers, 30 detectives and 7 transcriptionist. Please let me know if you need anything else.

Thank You

Tony Incardona
SVP of Global Sales and Business Development

VIQ Solutions Inc.
C 941-685-1724
O 941-756-5251
E tincardona@viqsolutions.com

www.viqsolutions.com



Ottawa County Law Enforcement

Description	Cost Per User	# Users	Total Cost
FirstDraft with aiAssist voice-to-text speech rec. Yearly subscription per user. (patrol division)	\$180	Per User/Per Year 130 users	\$23,400
FirstDraft with aiAssist voice-to-text speech rec. Yearly subscription per user. (detectives division)	\$180	Per User/Per Year 30 users	\$5,400
Total ai-Assist Speech rec minutes included each month	N/C	16,000 Minutes Per Month	
Additional charge over 16,000 ai-Assist speech rec minutes.	\$0.20	Per minute	
MobileMic Pro - unlimited software provided	N/C	Unlimited	
NetScribe transcription platform yearly license per user	\$180	7 users	\$1,260
Telephony based dictation per minute (if needed)	\$0.20		
Implementation & Set Up	\$1,500		\$1,500
Training of NetScribe/NetScribe Connect & MobileMic Pro	\$3,000		\$3,000
Support costs	\$0.00		
Maintenance	\$0.00		
Managment fees	\$0.00		
First year forecast		Cost over first year	\$34,560
Five year period forecast		Cost over five years	\$154,800

*This first year price does not include any price for overcharge usage.

*This 5 year price does not include any price for overcharge usage.

*This year price does not include any price for overcharge usage.

Year Two- Five cost per year

\$30,060

Final Number of Licenses to be determined during implementation & set up

Ottawa County to be invoiced based on number of licenses.

Licenses may be reassigned and additional licenses added will be prorated to anniversary date.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

Exhibit C

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
- a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

Action Request

	Committee: Finance and Administration Committee
	Meeting Date: 09/05/2023
	Requesting Department: Fiscal Services
	Submitted By: Karen Karasinski
Agenda Item: FY23 Budget Adjustments	

Suggested Motion:

To approve and forward to the Board of Commissioners 2023 budget adjustments per the attached schedule.

Summary of Request:

Approve budget adjustments processed during the month for appropriation changes and line item adjustments.

Mandated action required by PA 621 of 1978, the Uniform Budget and Accounting Act.

Compliance with the Ottawa County Operating Budget Policy.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
--------------------	---------------------------	---------------------	------------------------------	--	------------------------------

If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal: Goal 1: To Maintain and Improve the Strong Financial Position of the County.

Objective:

Goal 1, Objective 1: Maintain and improve current processes and implement new strategies to retain a balanced budget.

Goal 1, Objective 2: Maintain and improve the financial position of the County through legislative advocacy.

Goal 1, Objective 3: Maintain or improve bond credit ratings.

Administration: Recommended Not Recommended Without Recommendation

County Administrator:

Committee/Governing/Advisory Board Approval Date:

	Fund	Department	Explanation	Revenue	Expense
10-1643	Community Mental Health Fund	Transfers In	Reduce transfers from CMH Millage Fund to Mental Health Fund. Transfers will not be needed for FY23.	\$ (300,000)	
	Community Mental Health Fund	Transfers In		\$ (88,209)	
	Mental Health Millage Fund	Transfers Out			\$ (88,209)
11-192	General Fund	Non-Departmental; Substance Abuse	To recognize revenue and appropriate expense to match actual amount allocated from State for Convention Facility Tax distribution.	\$ 600,000	\$ 300,000
11-588	General Fund	Sheriff	Use of donation reserves to appropriate expense to repair Monument out front of County Administration Building.		\$ 790
11-600	General Fund	Treasurer	Reallocate funding from Contingency to Treasurer for increase in Tax Bond payment. Annual Tax Bond invoice was higher than anticipated for FY23.		\$ 9,683
	General Fund	Contingency			\$ (9,683)
11-951	Sheriff's Contracts	Sheriff	To recognize revenue and appropriate expense for start-up costs related to additional Road Deputy Patrol position in Allendale Charter Township and Hudsonville.	\$ 75,556	\$ 75,556
11-1105	Other Governmental Grants	Community Action Agency	To recognize revenue and appropriate expense for additional Federal grant award for Emergency Food Assistance Program. Funds are used to cover payroll and other administrative costs of providing food to low income families.	\$ 21,057	\$ 21,057



County of Ottawa

Office of the Treasurer

Amanda Price
County Treasurer
Cheryl A. Clark
Chief Deputy Treasurer
Mollie L. Bonter
Deputy Treasurer

12220 Fillmore Street Room 155 West Olive, MI 49460
treasurer@miottawa.org

Phone 616-994-4501
Fax 616-994-4509

Report to: Ottawa County Finance and Administration Committee

From: Amanda Price, Treasurer

Date: August 24, 2023

RE: Financial Update for July, 2023 Month End

General Fund

Attached are multiple reports (some of which include graphs) which represent the status of the General Fund portfolio for Ottawa County as of July 31, 2023.

As depicted in the graphs and verified by the report, the asset distribution of the General Pooled Funds by type and percentages meet the requirements of the County's Investment Policy.

Other post Employee Benefits (OPEB) Trust

The July Statement from Schwab (current custodial firm) along with an Asset Allocation of the Investments in our OPEB Trust account are attached as well.

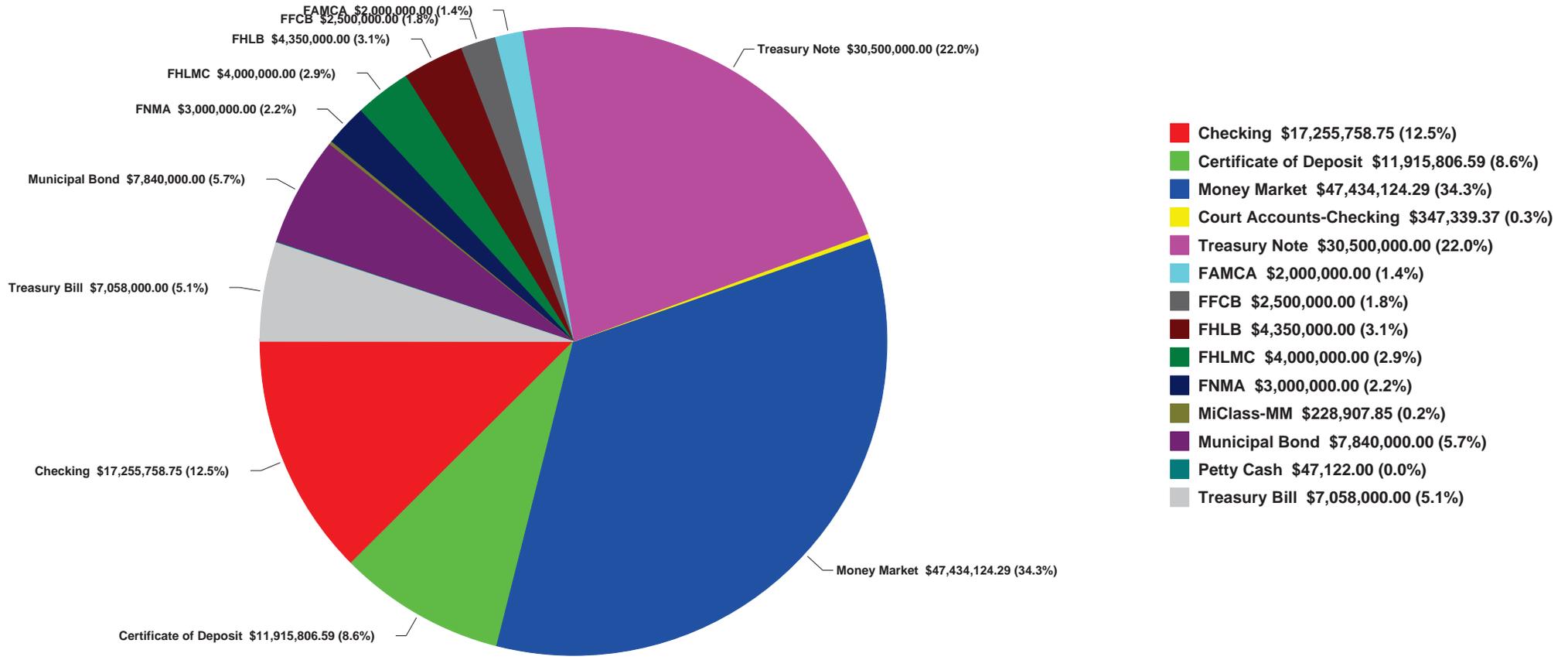
I will be at the September Finance Committee meeting.

Please contact me at aprice@miottawa.org or 616-994-4505 if you have any questions related to the reports or the Treasurer's office.

Open Investments Ottawa County Treasurer

Effective Interest - Actual Life
Receipts for Period
07/31/2023

Showing Ending Par Val/Shares: \$138,477,058.85

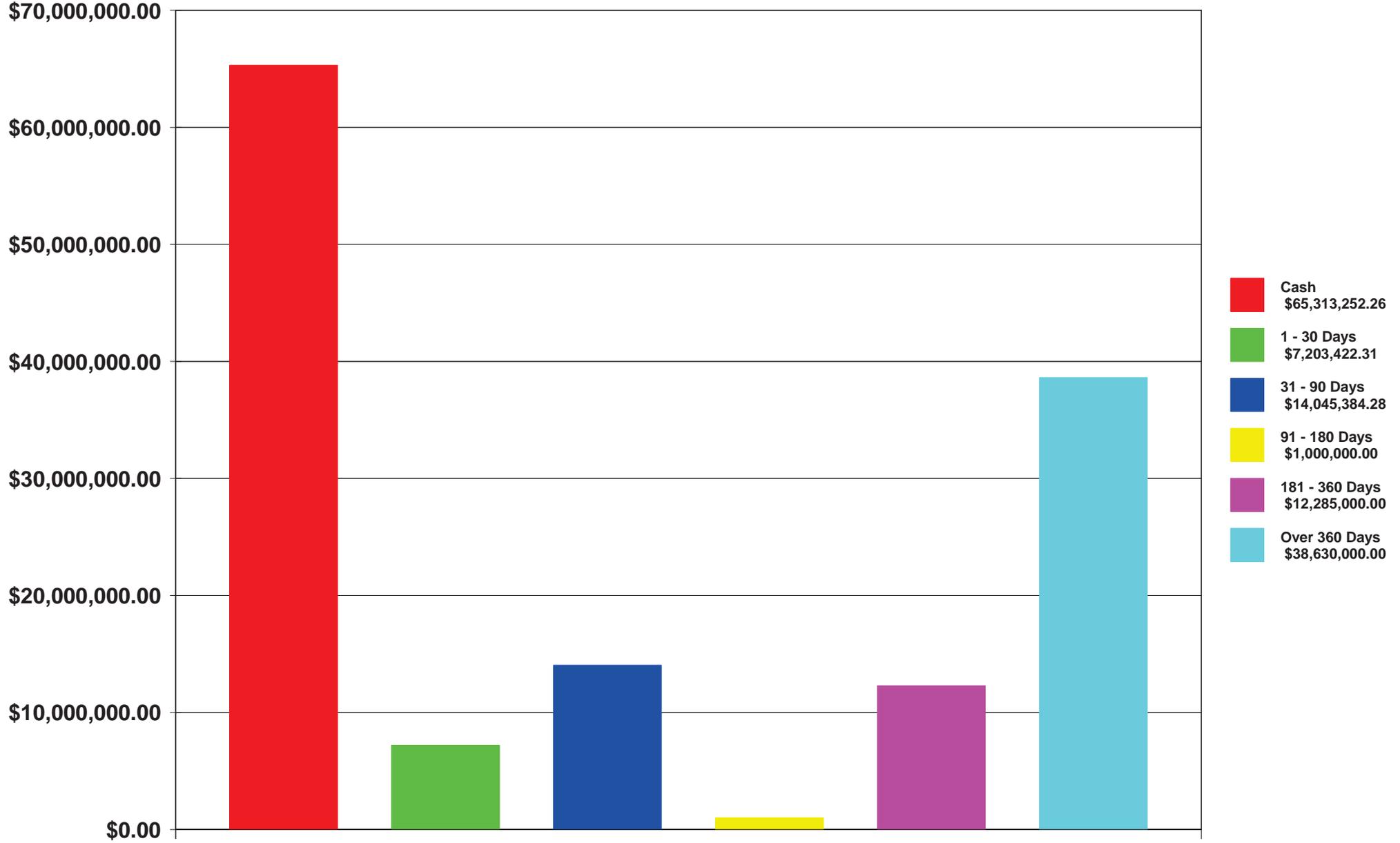


Inv. Distribution by Maturity

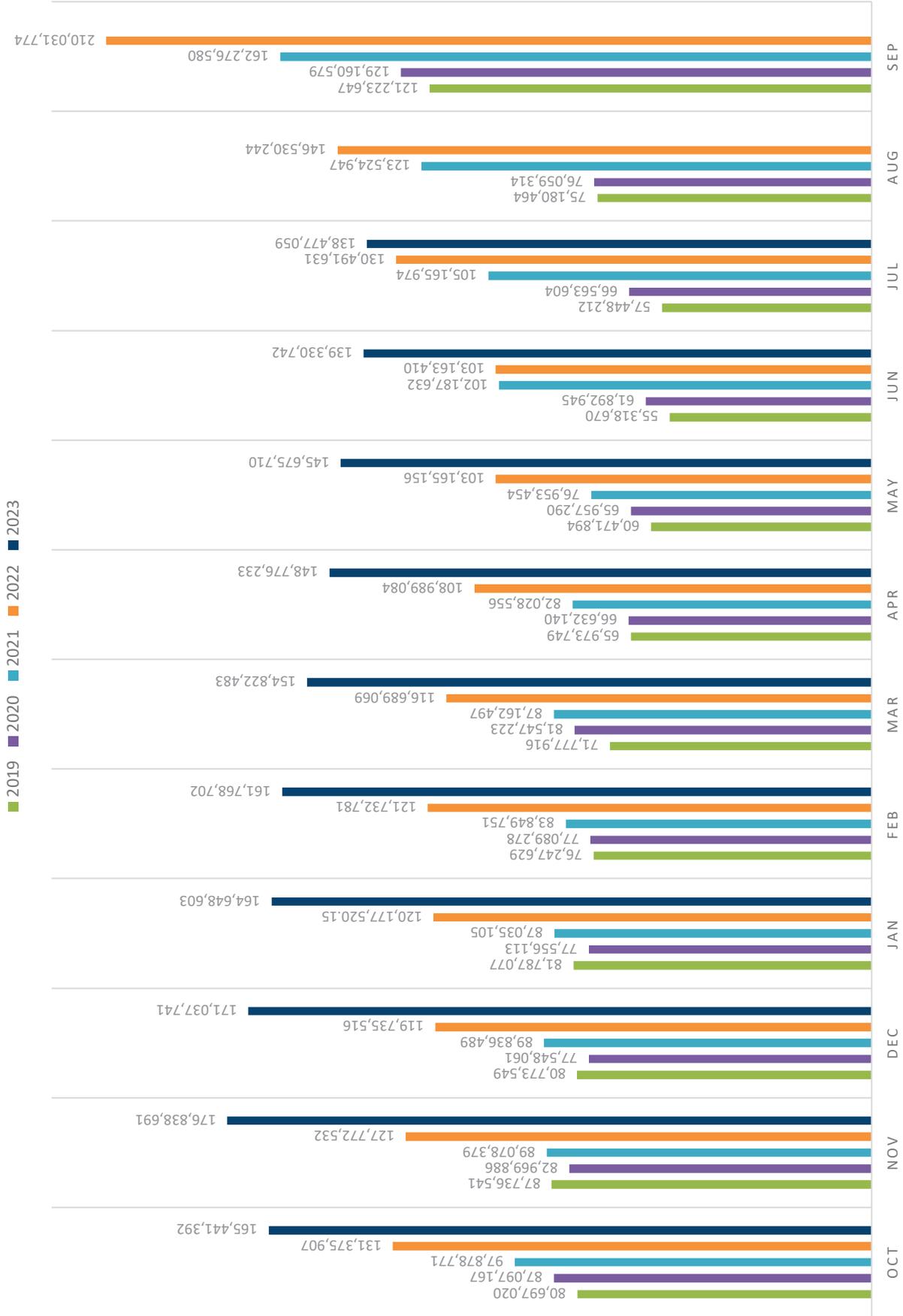
Ottawa County Treasurer

Effective Interest - Actual Life
Receipts for Period
07/31/2023

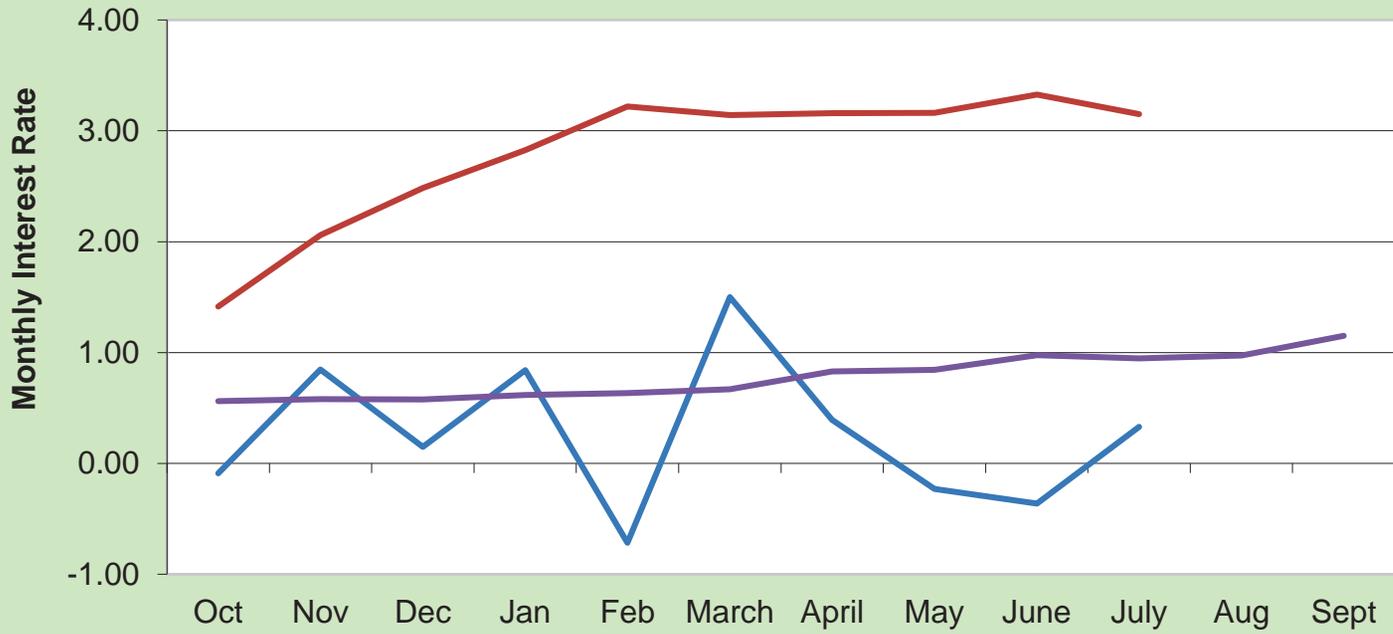
Showing Ending Par Val/Shares: \$138,477,058.85



HISTORICAL COMPARISON BY MONTH



General Fund Monthly Interest Yield (before Unrealized Capital Gain/Loss)



- Benchmark 2023
- Actual 2022
- Actual 2023

GASB 31 Compliance Ottawa County Treasurer

Effective Interest - Actual Life Receipts for Period 10/01/2022 - 07/31/2023

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source 10/01/2022	Original Princ/Cost	Beginning Unit Price	Par Value On 10/01/2022	Reported Value 10/01/2022	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 07/31/2023	Price Source 07/31/2023	Reported Value 07/31/2023	Change in Fair Value	Interest	Net Investment Income
Certificate of Deposit																				
	22-0117-01	C.D. 365 0.75 10/06/2022	05/05/2022	10/06/2022	Amort Value	0.7521	Manual	875,000.00	1.000000	875,000.00	875,000.00	0.00	875,000.00	0.000000	0.00		0.00	0.00	90.15	90.15
	22-0119-01	C.D. 1.35 10/06/2022	05/05/2022	10/06/2022	Amort Value	1.3500	Manual	1,000,000.00	1.000000	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.000000	0.00		0.00	0.00	187.50	187.50
	22-0120-01	C.D. 365 0.75 10/06/2022	05/05/2022	10/06/2022	Amort Value	0.7509	Manual	875,000.00	1.000000	875,000.00	875,000.00	0.00	875,000.00	0.000000	0.00		0.00	0.00	90.01	90.01
	22-0121-01	C.D. 365 0.74 10/06/2022	05/05/2022	10/06/2022	Amort Value	0.7400	Manual	875,000.00	1.000000	875,000.00	875,000.00	0.00	875,000.00	0.000000	0.00		0.00	0.00	88.70	88.70
	22-0118-01	C.D. 0.95 10/06/2022	05/05/2022	10/06/2022	Amort Value	0.9500	Manual	875,000.00	1.000000	875,000.00	875,000.00	0.00	875,000.00	0.000000	0.00		0.00	0.00	115.45	115.45
	22-0132-01	C.D. 365 1.50 10/20/2022	06/16/2022	10/20/2022	Amort Value	1.5063	Manual	500,383.68	1.000000	500,383.68	500,383.68	0.00	500,383.68	0.000000	0.00		0.00	0.00	392.35	392.35
	22-0133-01	C.D. 365 1.50 10/20/2022	06/16/2022	10/20/2022	Amort Value	1.5063	Manual	500,383.68	1.000000	500,383.68	500,383.68	0.00	500,383.68	0.000000	0.00		0.00	0.00	392.35	392.35
	22-0134-01	C.D. 365 1.40 10/20/2022	06/16/2022	10/20/2022	Amort Value	1.3925	Manual	626,728.14	1.000000	626,728.14	626,728.14	0.00	626,728.14	0.000000	0.00		0.00	0.00	454.31	454.31
	22-0135-01	C.D. 365 1.40 10/20/2022	06/16/2022	10/20/2022	Amort Value	1.3925	Manual	626,728.14	1.000000	626,728.14	626,728.14	0.00	626,728.14	0.000000	0.00		0.00	0.00	454.31	454.31
	22-0136-01	C.D. 365 1.40 10/20/2022	06/16/2022	10/20/2022	Amort Value	1.3925	Manual	626,728.14	1.000000	626,728.14	626,728.14	0.00	626,728.14	0.000000	0.00		0.00	0.00	454.31	454.31
	22-0137-01	C.D. 365 1.40 10/20/2022	06/16/2022	10/20/2022	Amort Value	1.3925	Manual	626,728.14	1.000000	626,728.14	626,728.14	0.00	626,728.14	0.000000	0.00		0.00	0.00	454.31	454.31
	22-0131-01	C.D. 1.60 10/31/2022	06/30/2022	10/31/2022	Amort Value	1.6000	Manual	3,504,287.50	1.000000	3,504,287.50	3,504,287.50	0.00	3,504,287.50	0.000000	0.00		0.00	0.00	4,672.38	4,672.38
	22-0143-01	C.D. 365 2.50 10/31/2022	08/11/2022	10/31/2022	Amort Value	2.4764	Manual	1,500,000.00	1.000000	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.000000	0.00		0.00	0.00	3,053.15	3,053.15
	22-0140-01	C.D. 365 2.00 11/03/2022	07/28/2022	11/03/2022	Amort Value	1.9833	Manual	2,360,657.56	1.000000	2,360,657.56	2,360,657.56	0.00	2,360,657.56	0.000000	0.00		0.00	0.00	4,232.86	4,232.86
	22-0141-01	C.D. 365 2.01 11/03/2022	07/28/2022	11/03/2022	Amort Value	2.0138	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	455.18	455.18
	22-0139-01	C.D. 2.25 11/03/2022	07/28/2022	11/03/2022	Amort Value	2.2500	Manual	1,002,073.31	1.000000	1,002,073.31	1,002,073.31	0.00	1,002,073.31	0.000000	0.00		0.00	0.00	2,066.78	2,066.78
	22-0142-01	C.D. 365 2.50 11/17/2022	08/11/2022	11/17/2022	Amort Value	2.4754	Manual	3,505,372.92	1.000000	3,505,372.92	3,505,372.92	0.00	3,505,372.92	0.000000	0.00		0.00	0.00	11,173.56	11,173.56
	22-0146-01	C.D. 2.10 12/01/2022	08/25/2022	12/01/2022	Amort Value	2.1000	Manual	1,003,111.11	1.000000	1,003,111.11	1,003,111.11	0.00	1,003,111.11	0.000000	0.00		0.00	0.00	3,569.40	3,569.40
	22-0144-01	C.D. 365 2.25 12/01/2022	08/25/2022	12/01/2022	Amort Value	2.2548	Manual	1,255,621.10	1.000000	1,255,621.10	1,255,621.10	0.00	1,255,621.10	0.000000	0.00		0.00	0.00	4,731.58	4,731.58
	22-0147-01	C.D. 365 2.50 12/01/2022	08/25/2022	12/01/2022	Amort Value	2.4754	Manual	400,921.32	1.000000	400,921.32	400,921.32	0.00	400,921.32	0.000000	0.00		0.00	0.00	1,658.63	1,658.63
	22-0148-01	C.D. 365 2.46 12/01/2022	08/25/2022	12/01/2022	Amort Value	2.4600	Manual	400,908.28	1.000000	400,908.28	400,908.28	0.00	400,908.28	0.000000	0.00		0.00	0.00	1,648.23	1,648.23
	22-0145-01	C.D. 2.55 12/01/2022	08/25/2022	12/01/2022	Amort Value	2.5500	Manual	451,120.00	1.000000	451,120.00	451,120.00	0.00	451,120.00	0.000000	0.00		0.00	0.00	1,949.21	1,949.21
	22-0152-01	C.D. 2.50 12/15/2022	09/08/2022	12/15/2022	Amort Value	2.5000	Manual	501,361.11	1.000000	501,361.11	501,361.11	0.00	501,361.11	0.000000	0.00		0.00	0.00	2,611.26	2,611.26
	22-0149-01	C.D. 365 2.50 12/15/2022	09/08/2022	12/15/2022	Amort Value	2.5060	Manual	704,439.94	1.000000	704,439.94	704,439.94	0.00	704,439.94	0.000000	0.00		0.00	0.00	3,627.36	3,627.36
	22-0151-01	C.D. 365 2.75 12/15/2022	09/08/2022	12/15/2022	Amort Value	2.7270	Manual	706,406.96	1.000000	706,406.96	706,406.96	0.00	706,406.96	0.000000	0.00		0.00	0.00	3,958.34	3,958.34
	22-0153-01	C.D. 365 2.50 12/15/2022	09/08/2022	12/15/2022	Amort Value	2.4754	Manual	704,051.41	1.000000	704,051.41	704,051.41	0.00	704,051.41	0.000000	0.00		0.00	0.00	3,581.17	3,581.17
	22-0150-01	C.D. 2.55 12/15/2022	09/08/2022	12/15/2022	Amort Value	2.5500	Manual	1,404,439.34	1.000000	1,404,439.34	1,404,439.34	0.00	1,404,439.34	0.000000	0.00		0.00	0.00	7,461.08	7,461.08
	22-0154-01	C.D. 2.55 12/27/2022	09/08/2022	12/27/2022	Amort Value	2.5500	Manual	500,000.00	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	3,081.25	3,081.25
	22-0155-01	C.D. 365 2.75 12/27/2022	09/08/2022	12/27/2022	Amort Value	2.7283	Manual	500,000.00	1.000000	500,000.00	500,000.00	0.00	500,000.00	0.000000	0.00		0.00	0.00	3,251.51	3,251.51
	22-0159-01	C.D. 365 2.50 12/29/2022	09/08/2022	12/29/2022	Amort Value	2.5072	Manual	1,500,000.00	1.000000	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.000000	0.00		0.00	0.00	9,170.04	9,170.04
	22-0160-01	C.D. 365 2.50 12/29/2022	09/08/2022	12/29/2022	Amort Value	2.4770	Manual	1,000,000.00	1.000000	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.000000	0.00		0.00	0.00	6,039.77	6,039.77
	22-0161-01	C.D. 365 2.68 12/29/2022	09/08/2022	12/29/2022	Amort Value	2.6800	Manual	1,000,000.00	1.000000	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.000000	0.00		0.00	0.00	6,534.80	6,534.80
	22-0163-01	C.D. 365 2.68 01/12/2023	09/08/2022	01/12/2023	Amort Value	2.6800	Manual	2,500,000.00	1.000000	2,500,000.00	2,500,000.00	0.00	2,500,000.00	0.000000	0.00		0.00	0.00	18,906.86	18,906.86
	22-0162-01	C.D. 365 2.75 01/12/2023	09/08/2022	01/12/2023	Amort Value	2.7503	Manual	1,000,000.00	1.000000	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.000000	0.00		0.00	0.00	7,761.16	7,761.16
	22-0174-01	C.D. 365 2.75 01/26/2023	09/22/2022	01/26/2023	Amort Value	2.7601	Manual	626,800.00	1.000000	626,800.00	626,800.00	0.00	626,800.00	0.000000	0.00		0.00	0.00	5,545.54	5,545.54
	22-0175-01	C.D. 2.85 01/26/2023	09/22/2022	01/26/2023	Amort Value	2.8500	Manual	627,065.97	1.000000	627,065.97	627,065.97	0.00	627,065.97	0.000000	0.00		0.00	0.00	5,808.21	5,808.21
	22-0176-01	C.D. 2.95 01/26/2023	09/22/2022	01/26/2023	Amort Value	2.9500	Manual	1,004,666.67	1.000000	1,004,666.67	1,004,666.67	0.00	1,004,666.67	0.000000	0.00		0.00	0.00	9,632.24	9,632.24
	22-0177-01	C.D. 365 2.50 01/26/2023	09/22/2022	01/26/2023	Amort Value	2.4779	Manual	626,800.00	1.000000	626,800.00	626,800.00	0.00	626,800.00	0.000000	0.00		0.00	0.00	4,978.58	4,978.58
	22-0178-01	C.D. 365 3.05 01/26/2023	09/22/2022	01/26/2023	Amort Value	3.0500	Manual	626,773.98	1.000000	626,773.98	626,773.98	0.00	626,773.98	0.000000	0.00		0.00	0.00	6,127.78	6,127.78
	22-0181-01	C.D. 2.95 02/09/2023	09/22/2022	02/09/2023	Amort Value	2.9500	Manual	250,000.00	1.000000	250,000.00	250,000.00	0.00	250,000.00	0.000000	0.00		0.00	0.00	2,683.68	2,683.68
	22-0179-01	C.D. 365 2.75 02/09/2023	09/22/2022	02/09/2023	Amort Value	2.7616	Manual	750,000.00	1.000000	750,000.00	750,000.00	0.00	750,000.00	0.000000	0.00		0.00	0.00	7,433.54	7,433.54
	22-0180-01	C.D. 365 3.15 02/09/2023	09/22/2022	02/09/2023	Amort Value	3.1690	Manual	1,000,000.00	1.000000	1,000,000.00	1,000,000.00	0.00	1,000,000.00	0.000000	0.00		0.00	0.00	11,373.56	11,373.56
	22-018																			

GASB 31 Compliance Ottawa County Treasurer

Effective Interest - Actual Life Receipts for Period 10/01/2022 - 07/31/2023

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source 10/01/2022	Original Princ/Cost	Beginning Unit Price	Par Value On 10/01/2022	Reported Value 10/01/2022	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 07/31/2023	Price Source 07/31/2023	Reported Value 07/31/2023	Change in Fair Value	Interest	Net Investment Income	
	23-0041-01	C.D. 365 4.15 06/01/2023	12/15/2022	06/01/2023	Amort Value	4.1017		708,730.80	0.000000	0.00	0.00	708,730.80	708,730.80	0.000000	0.00		0.00	0.00	13,380.16	13,380.16	
	23-0042-01	C.D. 365 4.51 06/15/2023	01/12/2023	06/15/2023	Amort Value	4.5444		523,128.78	0.000000	0.00	0.00	523,128.78	523,128.78	0.000000	0.00		0.00	0.00	10,030.36	10,030.36	
	23-0043-01	C.D. 365 4.61 06/15/2023	01/12/2023	06/15/2023	Amort Value	4.5509		1,009,494.23	0.000000	0.00	0.00	1,009,494.23	1,009,494.23	0.000000	0.00		0.00	0.00	19,383.17	19,383.17	
	23-0044-01	C.D. 365 4.61 06/15/2023	01/12/2023	06/15/2023	Amort Value	4.5210		1,000,000.00	0.000000	0.00	0.00	1,000,000.00	1,000,000.00	0.000000	0.00		0.00	0.00	19,074.82	19,074.82	
	23-0045-01	C.D. 4.61 06/15/2023	01/12/2023	06/15/2023	Amort Value	4.6100		1,000,000.00	0.000000	0.00	0.00	1,000,000.00	1,000,000.00	0.000000	0.00		0.00	0.00	19,720.56	19,720.56	
	23-0046-01	C.D. 365 4.56 06/29/2023	02/09/2023	06/29/2023	Amort Value	4.5918		757,944.24	0.000000	0.00	0.00	757,944.24	757,944.24	0.000000	0.00		0.00	0.00	13,349.35	13,349.35	
	23-0047-01	C.D. 365 4.60 06/29/2023	02/09/2023	06/29/2023	Amort Value	4.6324		1,012,154.95	0.000000	0.00	0.00	1,012,154.95	1,012,154.95	0.000000	0.00		0.00	0.00	17,984.08	17,984.08	
	23-0048-01	C.D. 4.64 06/29/2023	02/09/2023	06/29/2023	Amort Value	4.6400		252,868.06	0.000000	0.00	0.00	252,868.06	252,868.06	0.000000	0.00		0.00	0.00	4,562.86	4,562.86	
	23-0050-01	C.D. 365 4.95 06/29/2023	02/09/2023	06/29/2023	Amort Value	4.9500		758,773.97	0.000000	0.00	0.00	758,773.97	758,773.97	0.000000	0.00		0.00	0.00	14,406.31	14,406.31	
	23-0049-01	C.D. 365 4.65 06/29/2023	02/09/2023	06/29/2023	Amort Value	4.6102		757,132.23	0.000000	0.00	0.00	757,132.23	757,132.23	0.000000	0.00		0.00	0.00	13,388.40	13,388.40	
	23-0051-01	C.D. 365 4.56 07/13/2023	02/23/2023	07/13/2023	Amort Value	4.5918		505,828.34	0.000000	0.00	0.00	505,828.34	505,828.34	0.000000	0.00		0.00	0.00	8,908.93	8,908.93	
	23-0052-01	C.D. 4.80 07/13/2023	02/23/2023	07/13/2023	Amort Value	4.8000		759,464.58	0.000000	0.00	0.00	759,464.58	759,464.58	0.000000	0.00		0.00	0.00	14,176.67	14,176.67	
	23-0053-01	C.D. 4.60 07/13/2023	02/23/2023	07/13/2023	Amort Value	4.5505		1,014,233.93	0.000000	0.00	0.00	1,014,233.93	1,014,233.93	0.000000	0.00		0.00	0.00	17,948.39	17,948.39	
	23-0054-01	C.D. 4.73 07/13/2023	02/23/2023	07/13/2023	Amort Value	4.7300		506,737.50	0.000000	0.00	0.00	506,737.50	506,737.50	0.000000	0.00		0.00	0.00	9,321.15	9,321.15	
	23-0055-01	C.D. 365 4.85 07/13/2023	02/24/2023	07/13/2023	Amort Value	4.8500		759,651.36	0.000000	0.00	0.00	759,651.36	759,651.36	0.000000	0.00		0.00	0.00	14,030.66	14,030.66	
	23-0056-01	C.D. 365 4.71 07/27/2023	03/09/2023	07/27/2023	Amort Value	4.7400		889,874.80	0.000000	0.00	0.00	889,874.80	889,874.80	0.000000	0.00		0.00	0.00	16,192.25	16,192.25	
	23-0057-01	C.D. 4.85 07/27/2023	03/09/2023	07/27/2023	Amort Value	4.8500		890,582.36	0.000000	0.00	0.00	890,582.36	890,582.36	0.000000	0.00		0.00	0.00	16,797.37	16,797.37	
	23-0058-01	C.D. 365 4.85 07/27/2023	03/09/2023	07/27/2023	Amort Value	4.7794		888,789.54	0.000000	0.00	0.00	888,789.54	888,789.54	0.000000	0.00		0.00	0.00	16,293.20	16,293.20	
	23-0059-01	C.D. 365 4.99 07/27/2023	03/09/2023	07/27/2023	Amort Value	4.9900		890,063.94	0.000000	0.00	0.00	890,063.94	890,063.94	0.000000	0.00		0.00	0.00	17,035.58	17,035.58	
	23-0074	C.D. 5.05 09/21/2023	05/18/2023		Open	Amort Value	5.0500	255,436.67	0.000000	0.00	0.00	255,436.67	0.00	1.000000	255,436.67	Manual	255,436.67	0.00	2,687.41	2,687.41	
	23-0091	C.D. 5.00 10/05/2023	07/13/2023		Open	Amort Value	5.0000	516,058.65	0.000000	0.00	0.00	516,058.65	0.00	1.000000	516,058.65	Manual	516,058.65	0.00	1,361.82	1,361.82	
	23-0092	C.D. 365 5.11 10/05/2023	07/13/2023		Open	Amort Value	5.1100	773,682.02	0.000000	0.00	0.00	773,682.02	0.00	1.000000	773,682.02	Manual	773,682.02	0.00	2,057.99	2,057.99	
	23-0093	C.D. 365 5.19 10/19/2023	07/13/2023		Open	Amort Value	5.1900	250,000.00	0.000000	0.00	0.00	250,000.00	0.00	1.000000	250,000.00	Manual	250,000.00	0.00	675.41	675.41	
	23-0094	C.D. 5.15 10/19/2023	07/13/2023		Open	Amort Value	5.1500	250,000.00	0.000000	0.00	0.00	250,000.00	0.00	1.000000	250,000.00	Manual	250,000.00	0.00	679.51	679.51	
	23-0095	C.D. 365 5.20 10/19/2023	07/13/2023		Open	Amort Value	5.2000	250,000.00	0.000000	0.00	0.00	250,000.00	0.00	1.000000	250,000.00	Manual	250,000.00	0.00	676.71	676.71	
	23-0096	C.D. 365 5.15 10/19/2023	07/13/2023		Open	Amort Value	5.1500	250,000.00	0.000000	0.00	0.00	250,000.00	0.00	1.000000	250,000.00	Manual	250,000.00	0.00	670.21	670.21	
	23-0088	C.D. 365 5.19 10/05/2023	07/13/2023		Open	Amort Value	5.1858	514,737.27	0.000000	0.00	0.00	514,737.27	0.00	1.000000	514,737.27	Manual	514,737.27	0.00	1,389.51	1,389.51	
	23-0089	C.D. 5.15 10/05/2023	07/13/2023		Open	Amort Value	5.1500	773,641.25	0.000000	0.00	0.00	773,641.25	0.00	1.000000	773,641.25	Manual	773,641.25	0.00	2,102.80	2,102.80	
	23-0090	C.D. 365 5.20 10/05/2023	07/13/2023		Open	Amort Value	5.2000	1,032,182.32	0.000000	0.00	0.00	1,032,182.32	0.00	1.000000	1,032,182.32	Manual	1,032,182.32	0.00	2,793.96	2,793.96	
	23-0075	C.D. 365 5.00 09/21/2023	05/18/2023		Open	Amort Value	4.9945	411,205.31	0.000000	0.00	0.00	411,205.31	0.00	1.000000	411,205.31	Manual	411,205.31	0.00	4,220.03	4,220.03	
	23-0076	C.D. 365 5.02 09/21/2023	05/18/2023		Open	Amort Value	5.0200	411,097.56	0.000000	0.00	0.00	411,097.56	0.00	1.000000	411,097.56	Manual	411,097.56	0.00	4,240.50	4,240.50	
	23-0077	C.D. 365 5.05 09/21/2023	05/18/2023		Open	Amort Value	5.0500	1,121,692.81	0.000000	0.00	0.00	1,121,692.81	0.00	1.000000	1,121,692.81	Manual	1,121,692.81	0.00	11,639.48	11,639.48	
	23-0078	C.D. 365 4.937 09/21/2023	05/18/2023		Open	Amort Value	4.9370	684,765.62	0.000000	0.00	0.00	684,765.62	0.00	1.000000	684,765.62	Manual	684,765.62	0.00	6,946.62	6,946.62	
	23-0072	C.D. 365 5.00 09/21/2023	05/18/2023		Open	Amort Value	5.0153	254,941.93	0.000000	0.00	0.00	254,941.93	0.00	1.000000	254,941.93	Manual	254,941.93	0.00	2,627.27	2,627.27	
	23-0073	C.D. 5.05 09/21/2023	05/18/2023		Open	Amort Value	5.0500	462,942.87	0.000000	0.00	0.00	462,942.87	0.00	1.000000	462,942.87	Manual	462,942.87	0.00	4,870.54	4,870.54	
	23-0068	C.D. 4.97 08/24/2023	04/20/2023		Open	Amort Value	4.9700	1,028,207.20	0.000000	0.00	0.00	1,028,207.20	0.00	1.000000	1,028,207.20	Manual	1,028,207.20	0.00	14,620.82	14,620.82	
	23-0069	C.D. 365 4.97 08/24/2023	04/20/2023		Open	Amort Value	4.9700	2,418,906.45	0.000000	0.00	0.00	2,418,906.45	0.00	1.000000	2,418,906.45	Manual	2,418,906.45	0.00	33,925.00	33,925.00	
	23-0070	C.D. 365 4.97 08/24/2023	04/20/2023		Open	Amort Value	4.9651	256,308.66	0.000000	0.00	0.00	256,308.66	0.00	1.000000	256,308.66	Manual	256,308.66	0.00	3,612.90	3,612.90	
							3,7677	103,528,070.23	1,000000	46,174,558.40	46,174,558.40	57,353,511.83	91,612,263.64	1,000000	11,915,806.59		11,915,806.59	(0.00)	1,137,019.74	1,137,019.74	
Certificate of Deposit Total																					
Checking																					
0000-001053 Am Rescue Plan Act	AR-0224	Am Rescue Plan HNB 01153557373	06/01/2021	02/28/2023	Fair Value	1.5738	Manual	28,342,278.00	1.000000	41,738,178.15	41,738,178.15	0.00	41,738,178.15	0.000000	0.00	Manual	0.00	0.00	178,629.50	178,629.50	
000-001010 Hybrid-MS-AP-PR	AR-0123	Hybrid,MS,AP HNB 01153523705	12/18/2019		Open	Fair Value	0.3862	Manual	1,000,000.00	1.000000	60,258,886.80	60,258,886.80	0.00	44,103,916.66	1.000000	16,154,970.14	Manual	16,154,970.14	0.00	57,639.54	57,639.54
100-001015 Infinsource Flex	AR-0207	InfinsourceFlexHNB 01153546669	06/19/2020		Open	Fair Value	0.0000	Manual	5,321.21	1.000000	66,770.58	66,770.58	0.00	(8,361.47)	1.000000	75,132.05	Manual	75,132.05	0.00	0.00	0.00
701-001052 IOLTA	AR-0222	IOLTA HNB 01153582995	10/08/2021		Open	Fair Value	0.0000	Manual	75.08	0.000000	0.00	0.00	(1,700.00)	1.000000	1,700.00	Manual	1,700.00	0.00	0.00	0.00	
701-001018 Inmate Trust	AR-0227	Inmate Trust HNB 01153580285	10/29/2021		Open	Fair Value	0.0000	Manual	30,000.00	1.000000	29,256.03	29,256.03	0.00	(1,894.86)	1.000000	31,150.89	Manual	31,150.89	0.00	0.00	0.00
701-001019 Inmate Release	AR-0228	Inmate Rel DC Rapid 3001049460	10/28/2021		Open	Fair Value	0.0000	Manual	25,000.00	1.000000	29,464.70	29,464.70	0.00	(411.20)	1.000000	29,875.90	Manual	29,875.90	0.00	0.00	0.00
469-001054 Family Justice Cent	AR-0229	FJC HNB 01153598125	05/03/2022		Open	Fair Value	1.5938	Manual	600,000.00	1.000000	26,978,687.99	26,978,687.99	0.00	26,015,758.22	1.000000	962,929.77	Manual	962,929.77	0.00	82,707.71	82,707.71
							1,0098	30,002,674.29	1,000000	129,101,244.25	129,101,244.25	0.00	111,845,485.50	1,000000	17,255,758.75		17,255				

GASB 31 Compliance Ottawa County Treasurer

Effective Interest - Actual Life Receipts for Period 10/01/2022 - 07/31/2023

CUSIP	Invest Number	Security Description	Purchase Date	Sale Date	Valuation Method	Yield Earned	Price Source 10/01/2022	Original Princ/Cost	Beginning Unit Price	Par Value On 10/01/2022	Reported Value 10/01/2022	Purchase Cost	Sales Proceeds	Ending Unit Price	Par Value On 07/31/2023	Price Source 07/31/2023	Reported Value 07/31/2023	Change in Fair Value	Interest	Net Investment Income	
721-008041	AR-0004	Library MI-01-0046-0002	08/04/2000		Open	Fair Value	4.8178	Manual	79,800.00	1.000000	167,062.45	167,062.45	0.00	164,592.03	1.000000	2,470.42	Manual	2,470.42	0.00	20,972.44	20,972.44
872-008065	AR-0184	SLSA C&O MI-01-0046-0004	03/28/2018		Open	Fair Value	4.6147	Manual	227,718.23	1.000000	8,436.33	8,436.33	0.00	8,436.33	1.000000	8,765.75	Manual	8,765.75	0.00	329.42	329.42
872-008066	AR-0185	Lloyds Bayou MM	03/28/2018		Open	Fair Value	4.6138	Manual	25,322.79	1.000000	17,569.81	17,569.81	0.00	(685.93)	1.000000	18,255.74	Manual	18,255.74	0.00	685.93	685.93
851-008067	AR-0186	Nunica MI-01-0046-0006	03/28/2018		Open	Fair Value	35.9131	Manual	10,534.67	1.000000	301.49	301.49	0.00	(11.62)	1.000000	313.11	Manual	313.11	0.00	91.62	91.62
851-008068	AR-0187	Munn MI-01-0046-0007	03/23/2018		Open	Fair Value	4.3698	Manual	152,124.52	1.000000	12,399.47	12,399.47	0.00	11,008.26	1.000000	1,391.21	Manual	1,391.21	0.00	304.24	304.24
851-008069	AR-0188	Park West MI-01-0046-0008	03/28/2018		Open	Fair Value	<u>4.7785</u>	Manual	<u>193,127.12</u>	<u>1.000000</u>	<u>4,300.79</u>	<u>4,300.79</u>	<u>0.00</u>	<u>(1,938.46)</u>	<u>1.000000</u>	<u>6,239.25</u>	Manual	<u>6,239.25</u>	<u>0.00</u>	<u>563.46</u>	<u>563.46</u>
MI Class-MM Total							4.3698		23,707,839.65	1.000000	5,294,091.40	5,294,091.40	22,000,000.00	27,065,183.55	1.000000	228,907.85		228,907.85	0.00	314,664.66	314,664.66
Money Market																					
000-008015	AR-0230	HNB ARPA MM 01153624879	01/20/2023		Open	Fair Value	4.1823	Manual	30,276,437.41	0.000000	0.00	0.00	30,276,437.41	3,752,019.17	1.000000	26,524,418.24	Manual	26,524,418.24	(0.00)	607,574.56	607,574.56
469-008006	AR-0231	HNB FJC MM 01153624895	02/07/2023		Open	Fair Value	4.2497	Manual	22,184,266.24	0.000000	0.00	0.00	22,184,266.24	8,063,401.94	1.000000	14,120,864.30	Manual	14,120,864.30	(0.00)	353,060.81	353,060.81
000-008016	AR-0232	HNB PC Settle MM 01153625140	05/05/2023		Open	Fair Value	<u>4.2500</u>	Manual	<u>6,719,792.00</u>	<u>0.000000</u>	<u>0.00</u>	<u>0.00</u>	<u>6,719,792.00</u>	<u>(69,049.75)</u>	<u>1.000000</u>	<u>6,788,841.75</u>	Manual	<u>6,788,841.75</u>	<u>0.00</u>	<u>69,089.75</u>	<u>69,089.75</u>
Money Market Total							4.2097		59,180,495.65	0.000000	0.00	0.00	59,180,495.65	11,746,371.36	1.000000	47,434,124.29		47,434,124.29	0.00	1,029,725.12	1,029,725.12
Municipal Bond																					
594477A52	21-0002-01	Muni-MI St Fin Auth Revenue 0.379 10/01/2022	10/15/2020	10/01/2022	Fair Value	0.0000	ICE	1,290,000.00	1.000000	1,290,000.00	1,290,000.00	1,290,000.00	0.00	1,290,000.00	0.000000	0.00	0.00	0.00	0.00	0.00	0.00
790450GT1	20-0052-01	Muni-St Johns MI Public Schs 0.55 05/01/2023	07/08/2020	05/01/2023	Fair Value	4.1445	ICE	185,000.00	0.979032	185,000.00	181,120.92	181,120.92	0.00	185,000.00	0.000000	0.00	0.00	3,879.08	593.54	4,472.62	4,472.62
955023V05	23-0084	Muni-W Ottawa Schools 1.305 05/01/2026	05/24/2023		Open	Fair Value	(4.5604)	Manual	1,012,627.00	0.000000	0.00	0.00	1,012,627.00	0.00	1,100,000.00	ICE	1,001,360.80	(11,266.20)	2,671.63	(8,594.57)	(8,594.57)
849765F00	20-0051	Muni-Spring Lake Schls 1.968 11/01/2024	05/11/2020		Open	Fair Value	2.8100	ICE	739,983.30	0.950105	710,000.00	674,574.55	0.00	0.00	0.957547	710,000.00	ICE	679,858.37	5,283.82	11,644.00	16,927.82
594477A60	21-0003	Muni-MI St Fin Auth Revenue 0.487 10/01/2023	10/15/2020		Open	Fair Value	3.4880	ICE	275,000.00	0.965558	275,000.00	265,528.45	0.00	0.00	0.990566	275,000.00	ICE	272,405.65	6,877.20	1,116.05	9,993.25
849765GP1	21-0107	Muni-Spring Lake Schs 0.60 11/01/2024	06/23/2021		Open	Fair Value	2.8091	ICE	501,750.00	0.922845	500,000.00	461,422.50	0.00	0.00	0.941301	500,000.00	ICE	470,650.50	9,228.00	2,500.00	11,728.00
790450GV6	20-0054	Muni-St Johns MI Public Schs 0.70 05/01/2025	07/08/2020		Open	Fair Value	2.8398	ICE	290,000.00	0.905995	290,000.00	282,738.55	0.00	0.00	0.923827	290,000.00	ICE	267,909.83	5,171.28	1,691.67	6,862.95
59465MW68	23-0081	Muni-MI ST HSG DEV 3.116 10/01/2027	05/23/2023		Open	Fair Value	(13.4489)	Manual	972,256.30	0.000000	0.00	0.00	972,256.30	0.00	0.932290	1,010,000.00	ICE	941,612.90	(30,643.40)	5,944.64	(24,698.76)
272497RH3	23-0082	Muni-E GR Schools 2.431 05/01/2028	05/24/2023		Open	Fair Value	(11.3743)	Manual	212,060.00	0.000000	0.00	0.00	212,060.00	0.00	0.897958	230,000.00	ICE	206,630.34	(5,259.66)	1,040.60	(4,489.06)
790450GU8	20-0053	Muni-St Johns MI Public Schs 0.65 05/01/2024	07/08/2020		Open	Fair Value	3.1930	ICE	285,000.00	0.943434	285,000.00	268,878.69	0.00	0.00	0.964266	285,000.00	ICE	274,918.41	6,039.72	1,543.76	7,583.48
900764SN2	21-0128	Muni-Tuscola Cnty 0.73 09/01/2024	07/14/2021		Open	Fair Value	3.0003	ICE	135,000.00	0.931004	135,000.00	125,685.54	0.00	0.00	0.949923	135,000.00	ICE	128,239.61	2,554.07	821.26	3,375.33
900764SP7	21-0129	Muni-Tuscola Cnty 1.10 09/01/2025	07/14/2021		Open	Fair Value	2.9892	ICE	65,000.00	0.903839	65,000.00	58,749.54	0.00	0.00	0.919582	65,000.00	ICE	59,772.83	1,023.29	595.84	1,619.13
416848WX3	20-0041	Muni-Hartland Schls 2.053 05/01/2025	05/07/2020		Open	Fair Value	2.9761	ICE	1,219,062.50	0.937790	1,175,000.00	1,101,903.25	0.00	0.00	0.945938	1,175,000.00	ICE	1,111,477.15	9,573.00	20,102.30	29,676.20
594615HR0	20-0096	Muni-MI State Bldg Auth 0.816 11/01/2024	09/17/2020		Open	Fair Value	3.4421	ICE	1,000,000.00	0.924426	1,000,000.00	924,426.00	0.00	0.00	0.946310	1,000,000.00	ICE	946,310.00	21,884.00	6,800.00	28,684.00
272497RF7	23-0083	Muni-E GR Schools 2.284 05/01/2026	05/24/2023		Open	Fair Value	(7.9900)	Manual	671,660.00	0.000000	0.00	0.00	671,660.00	0.00	0.927682	710,000.00	ICE	658,854.22	(13,005.78)	3,018.05	(9,987.73)
128644B33	21-0122	Muni-Calhoun Cnty 0.759 10/01/2024	07/08/2021		Open	Fair Value	<u>3.5084</u>	ICE	<u>355,000.00</u>	<u>0.921423</u>	<u>355,000.00</u>	<u>327,105.17</u>	<u>0.00</u>	<u>0.00</u>	<u>0.944335</u>	<u>355,000.00</u>	ICE	<u>335,238.93</u>	<u>8,133.76</u>	<u>2,245.38</u>	<u>10,379.14</u>
Municipal Bond Total							1.7461		9,209,399.10	0.948465	6,265,000.00	5,942,133.16	2,868,603.30	1,475,000.00	0.938130	7,840,000.00		7,354,939.54	19,203.08	62,328.72	81,531.80
Petty Cash																					
101-004000	AR-0101	Petty Cash - Multiple Depts	08/01/2010		Open	Fair Value	0.0000	Manual	2,000.00	1.000000	12,972.00	12,972.00	0.00	(1,200.00)	1.000000	14,172.00	Manual	14,172.00	0.00	0.00	0.00
208-004000	AR-0103	Petty Cash - Parks & Rec	08/01/2010		Open	Fair Value	0.0000	Manual	1,075.00	1.000000	955.00	955.00	0.00	(395.00)	1.000000	1,350.00	Manual	1,350.00	0.00	0.00	0.00
215-004000	AR-0104	Petty Cash - FOC	08/01/2010		Open	Fair Value	0.0000	Manual	250.00	1.000000	250.00	250.00	0.00	0.00	1.000000	250.00	Manual	250.00	0.00	0.00	0.00
221-004000	AR-0105	Petty Cash - Health	08/01/2010		Open	Fair Value	0.0000	Manual	1,462.00	1.000000	1,050.00	1,050.00	0.00	0.00	1.000000	1,050.00	Manual	1,050.00	0.00	0.00	0.00
222-004000	AR-0106	Petty Cash - CMH	08/01/2010		Open	Fair Value	0.0000	Manual	640.00	1.000000	100.00	100.00	0.00	0.00	1.000000	100.00	Manual	100.00	0.00	0.00	0.00
228-004000	AR-0107	Petty Cash - Env Health	08/01/2010		Open	Fair Value	0.0000	Manual	200.00	1.000000	200.00	200.00	0.00	0.00	1.000000	200.00	Manual	200.00	0.00	0.00	0.00
265-004000	AR-0108	Petty Cash - WEMET	08/01/2010		Open	Fair Value	<u>0.0000</u>	Manual	<u>30,000.00</u>	<u>1.000000</u>	<u>30,000.00</u>	<u>30,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1.000000</u>	<u>30,000.00</u>	Manual	<u>30,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Petty Cash Total							0.0000		35,627.00	1.000000	45,527.00	45,527.00	0.00	(1,595.00)	1.000000	47,122.00		47,122.00	0.00	0.00	0.00
Treasury Bill																					
912796R27	22-0091-01	Treasury Bill 0.00 12/29/2022	03/28/2022	12/29/2022	Amort Value	1.1701	ICE	4,956,070.00	0.997164	5,000,000.00	4,985,818.01	0.00	5,000,000.00	0.000000	0.00	0.00	0.00	14,181.99	0.00	14,181.99	
912797GR2	23-0071	Treasury Bill 0.00 09/05/2023	05/09/2023		Open	Amort Value	5.0541	Manual	3,499,735.18	0.000000	0.00	0.00	3,499,735.18	0.00	0.995065	3,558,000.00	ICE	3,540,442.20	40,707.02	0.00	40,707.02
912796XY0	23-0067	Treasury Bill 0.00 08/10/2023	03/24/2023		Open	Amort Value	<u>4.6693</u>	Manual	<u>3,438,782.08</u>	<u>0.000000</u>	<u>0.00</u>	<u>0.00</u>	<u>3,438,782.08</u>	<u>0.00</u>	<u>0.998849</u>	<u>3,500,000.00</u>	ICE	<u>3,495,970.33</u>	<u>57,188.25</u>	<u>0.00</u>	<u>57,188.25</u>
Treasury Bill Total							3.4568		11,894,587.26	0.997164	5,000,000.00	4,985,818.01	6,938,517.26	5,000,000.00	0.996941	7,058,000.00		7,036,412.53	112,077.26	0.00	112,077.26
Treasury Note																					
912828UN8	13-0098-01	Treasury Note 2.																			

Ottawa County, Michigan - OPEB Section 115 Trust
CAP TRUST (CHARLES SCHWAB)

**Portfolio Asset Allocation
From Monthly Statement**

Asset	Market Value at 6/30/2023		Market Values at 7/31/2023	
	Dollar Amount	Percentage	Dollar Amount	Percentage
Fixed Income (Bonds)	\$3,323,315.30	49.54%	\$3,322,174.64	48.81%
Equity Funds	\$3,368,742.50	50.22%	\$3,474,143.73	51.04%
Sweep Account-Cash	\$16,057.80	0.24%	\$10,084.33	0.15%
TOTAL PORTFOLIO	\$6,708,115.60	100.00%	\$6,806,402.70	100.00%

PORTFOLIO ASSET ALLOCATION PARAMETERS

	Current		Target
Fixed Income (Bonds)	48.81%	Fixed Income (Bonds)	50.00%
Equity Funds	51.04%	Equity Funds	49.50%
Sweep Account-Cash	0.15%	Sweep Account-Cash	0.50%
	100.00%		100.00%

July 31, 2023

TRANSACTIONS IMPACTING MARKET VALUE	MONTH TO DATE IMPACT
RECEIPTS	
Earnings from Investments	\$12,946.89
Other Cash Receipts	\$10,538.02
TOTAL RECEIPTS	\$23,484.91
Annual Contribution	\$0.00
TOTAL RECEIPTS INCL ANNUAL	\$23,484.91
DISBURSEMENTS	
Administrative Expenses	(\$7,500.00)
Other Disbursements	(\$9,019.01)
TOTAL DISBURSEMENTS	(\$16,519.01)
Annual Withdrawal/Distribution	\$0.00
TOTAL DISBURSEMENTS INCL ANNUAL	(\$16,519.01)
Change in Net Assets (+/-)	\$91,321.20
MTD fee or income increase/decrease	\$98,287.10
Beginning Balance at 7/1/2023	\$6,708,115.60
Receipts	\$23,484.91
Disbursements	(\$16,519.01)
Investment Change	\$91,321.20
Ending Balance at 7/30/2023	<u>\$6,806,402.70</u>



TRUST BANK

COUNTY OF OTTAWA SECTION 115 TRUST
CAPACITY : CUSTODIAN
ACCOUNT NUMBER: 112495
REPORTING PERIOD: 6/30/23 TO 7/31/23
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YOUR TRUST ADMINISTRATOR IS:
RBS ADVISOR TEAM
877-319-2782



TRUST BANK

COUNTY OF OTTAWA SECTION 115 TRUST
ACCOUNT NUMBER: 112495
REPORTING PERIOD: 6/30/23 TO 7/31/23
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FDIC Insurance: Bank Sweep for Benefit Plans (BSBP), Schwab Bank Savings (SBS), and Schwab Bank Sweep for Employee Benefit Plans (SBSEBP) deposits, as applicable, held by Charles Schwab Trust Bank or another affiliated bank are insured by the Federal Deposit Insurance Corporation (FDIC). The maximum applicable insurance limit per depositor is \$250,000 for all insurable capacities at each bank. The maximum applicable insurance limit for a retirement or other employee benefit plan will vary depending on the type of plan or arrangement. Please refer to the Charles Schwab Cash Features Disclosure Statement, Charles Schwab Trust Bank MMDA Terms and Conditions, or Charles Schwab Trust Bank's Disclosure Statement for Bank Sweep Program for Trust and Custody Accounts, as applicable.

FDIC insurance rules are complex. Neither Charles Schwab Trust Bank nor any other affiliated bank is responsible for monitoring any insured or uninsured portion of any deposit in BSBP, SBS, or SBSEBP. You should consult with your tax or legal advisor to determine applicable recordkeeping requirements and your available deposit insurance coverage or visit the FDIC website at www.fdic.gov.

Please note that cash positions at Charles Schwab & Co., Inc. in your plan's related Personal Choice Retirement Accounts (PCRAs) or Schwab Retirement Advisor Portfolio (SRAP) accounts which have been swept into BSBP are included on this statement. Cash balances in these accounts are deposited through BSBP in one or more of our affiliated banks. In very limited cases during extreme market conditions, some or all of the cash position in your plan's PCRAs or your plan's SRAP accounts may be temporarily swept into a money market mutual fund, which is not FDIC insured, but may be covered by SIPC insurance. Again, please review the applicable brokerage account agreements and Charles Schwab current Cash Features Disclosure Statement for more information. The total cash on this statement swept to BSBP has been allocated to the affiliated banks in the amounts listed below:

Table with 2 columns: Total BSBP Deposits in Affiliated Banks, As of (end of reporting period). Row 1: CHARLES SCHWAB BANK, \$10,084.33

(1221-1LMN)



TRUST BANK

COUNTY OF OTTAWA SECTION 115 TRUST
ACCOUNT NUMBER: 112495
REPORTING PERIOD: 6/30/23 TO 7/31/23
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STATEMENT OF ACCOUNT

SCHEDULES

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TRANSACTION DETAIL	5
ASSET SUMMARY	9
ASSET DETAIL	10



TRUST BANK

COUNTY OF OTTAWA SECTION 115 TRUST
ACCOUNT NUMBER: 112495
REPORTING PERIOD: 06/30/23 TO 07/31/23
PAGE : 4

ACCOUNT SUMMARY

RECEIPTS
=====

Table with columns for description, amount, and total. Includes Earnings from Investments (Interest, Dividends and Capital Gains) and Other Cash Receipts (Transfer of Cash, TRF from Schwab Brokerage Acct, Miscellaneous Receipt).

DISBURSEMENTS
=====

Table with columns for description, amount, and total. Includes Administrative Expenses (Fees and Commissions) and Other Disbursements (Transfer of Cash, TRF to Schwab Brokerage Acct).



TRUST BANK

COUNTY OF OTTAWA SECTION 115 TRUST
ACCOUNT NUMBER: 112495
REPORTING PERIOD: 06/30/23 TO 07/31/23
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TRANSACTION DETAIL

Table with columns: DATE, DESCRIPTION, UNITS, CASH, INVESTMENTS, GAIN/LOSS. Rows include BALANCES CARRIED FORWARD, INTEREST (CASH RECEIPT, TOTAL), DIVIDENDS AND CAPITAL GAINS (ALLSPRING CORE, FIDELITY US BOND INDEX, FIDELITY 500 INDEX).



TRUST BANK

COUNTY OF OTTAWA SECTION 115 TRUST
ACCOUNT NUMBER: 112495
REPORTING PERIOD: 06/30/23 TO 07/31/23
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TRANSACTION DETAIL

Table with columns: DATE, DESCRIPTION, UNITS, CASH, INVESTMENTS, GAIN/LOSS. Rows include: OTHER CASH RECEIPTS, TRANSFER OF CASH, TRF FROM SCHWAB BROKERAGE ACCT, MISCELLANEOUS RECEIPT, FEES AND COMMISSIONS.



TRUST BANK

COUNTY OF OTTAWA SECTION 115 TRUST
ACCOUNT NUMBER: 112495
REPORTING PERIOD: 06/30/23 TO 07/31/23
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TRANSACTION DETAIL

Table with columns: DATE, DESCRIPTION, UNITS, CASH, INVESTMENTS, GAIN/LOSS. Includes sections for OTHER DISBURSEMENTS (TRANSFER OF CASH, TRF TO SCHWAB BROKERAGE ACCT) and PURCHASES AND REINVESTMENTS (ALLSPRING CORE BD FD INSTL, FIDELITY US BOND INDEX FD).



TRUST BANK

COUNTY OF OTTAWA SECTION 115 TRUST
ACCOUNT NUMBER: 112495
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TRANSACTION DETAIL

Table with columns: DATE, DESCRIPTION, UNITS, CASH, INVESTMENTS, GAIN/LOSS. Rows include: TOTAL FIDELITY US BOND INDEX FD, FIDELITY 500 INDEX FD, 07/07/23 PURCHASED 21.001 UNITS, TOTAL FIDELITY 500 INDEX FD, TOTAL PURCHASES AND REINVESTMENTS, 07/31/23 BALANCES CARRIED FORWARD.



TRUST BANK

COUNTY OF OTTAWA SECTION 115 TRUST
ACCOUNT NUMBER: 112495
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ASSET SUMMARY

Table with 5 columns: DESCRIPTION, BEGINNING MARKET, ENDING MARKET, ADJUSTED COST, UNREALIZED GAIN / LOSS. Rows include MUTUAL FUNDS, CASH, and TOTAL INVESTMENTS.

ASSET DETAIL

SHARES/ UNITS	DESCRIPTION	BEGINNING MARKET	ENDING MARKET	ADJUSTED COST	UNREALIZED GAIN / LOSS
-----	-----	-----	-----	----	-----
	MUTUAL FUNDS				
150,859.537	ALLSPRING CORE BD FD INSTL TICKER: MBFIX MONTH END PRICE 11.0100	1,661,398.95	1,660,963.50	1,669,988.50	9,025.00-
10,430.873	AMERICAN FD EUROPACIFIC GTH FD CL F3 TICKER: FEUPX MONTH END PRICE 56.4900	572,446.31	589,240.02	566,836.55	22,403.47
12,405.316	FIDELITY INTL INDEX FD TICKER: FSPSX MONTH END PRICE 47.4300	572,629.39	588,384.14	564,700.00	23,684.14
162,386.231	FIDELITY US BOND INDEX FD TICKER: FXNAX MONTH END PRICE 10.2300	1,661,916.35	1,661,211.14	1,667,697.87	6,486.73-
5,347.406	FIDELITY 500 INDEX FD TICKER: FXAIX MONTH END PRICE 159.3600	825,646.04	852,162.62	800,206.50	51,956.12
5,670.207	JPMORGAN LARGE CAP GWTH CL I TICKER: SEEGX MONTH END PRICE 57.0800	312,655.21	323,655.42	299,000.00	24,655.42
9,977.094	MFS MID CAP GROWTH CL R6 TICKER: OTCKX MONTH END PRICE 27.6500	271,476.73	275,866.65	265,700.00	10,166.65
9,092.745	MFS MID CAP VALUE FD CL R6 TICKER: MVCKX MONTH END PRICE 30.7800	271,418.44	279,874.69	265,700.00	14,174.69
6,389.098	MFS VALUE FUND CL R6 TICKER: MEIKX MONTH END PRICE 49.2800	306,804.49	314,854.75	300,366.73	14,488.02
7,721.687	SCHWAB SMALL CAP INDEX SELECT TICKER: SWSSX MONTH END PRICE 32.3900	235,665.89	250,105.44	232,500.00	17,605.44
		-----	-----	-----	-----
		6,692,057.80	6,796,318.37	6,632,696.15	163,622.22
		-----	-----	-----	-----
	TOTAL	6,692,057.80	6,796,318.37	6,632,696.15	163,622.22
	CASH	16,057.80	10,084.33		
		-----	-----	-----	-----
	NET ASSETS	6,708,115.60	6,806,402.70		
		=====	=====		

Action Request



Committee: Finance and Administration Committee

Meeting Date: 09/05/2023

Requesting Department: Administration

Submitted By: John Gibbs

Agenda Item: Appointment of New Vice Chairperson

Suggested Motion:

To remove Commissioner Bonnema as Vice Chairperson of the Finance & Administration Committee and appoint Commissioner Belknap as Vice Chairperson for the remainder of 2023.

Summary of Request:

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Action is Related to an Activity Which Is: Mandated Non-Mandated New Activity

Action is Related to Strategic Plan:

Goal:

Objective:

Administration: Recommended Not Recommended Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date: