



## Ottawa County

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Fiscal Services Department – Purchasing  
12220 Fillmore Street - Room 331 - West Olive, Michigan 49460

Phone 616-738-4855  
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### **ITB 20-16 COURTHOUSE EMERGENCY LOCKDOWN PROTOCOL**

**To: All Vendors,**

The County of Ottawa, on the behalf of Facilities Maintenance department, is requesting bids from experienced and qualified Contractors for provide a system whereby DSX Card Access System will go into “lockdown” via a card swipe or a panic button activation at Ottawa County Court Buildings.

Bids are to be submitted no later than **2:00 PM ET on Wednesday, September 23, 2020**. Bids received after this time will not be considered. All requests for additional information or questions should be directed to Sandra Coles, buyer, at [purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org). Detailed instructions for the completion of the bids are contained in this Invitation to Bid (ITB).

The County of Ottawa officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN), website <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County’s website <http://www.miottawa.org/Departments/FiscalServices/bids.htm>. Copies of bid documents obtained from any other sources are not considered official copies.

The County of Ottawa reserves the right to award the contract to the most responsive and responsible bidder. Both entities further reserve the right to consider matters such as, but not limited to quality offered, delivery terms, budget requirements, location, and service reputation of the bidder, in determining the most advantageous bid. Ottawa County reserves the right to reject any and all bids.

## INFORMATION SUMMARY

Bids received after ITB Deadline Date will not be considered.

ITB Release Date:	Thursday, September 3, 2020
RSVP for Pre-Bid Walkthrough	Wednesday, September 9, 2020 by 5:00 PM ET
Mandatory Pre-Bid Walkthrough	Thursday, September 10, 2020 at 9:00 AM ET
Receipt of Questions:	Tuesday, September 15, 2020 by 5:00 PM ET
Addendum Issue Date:	Thursday, September 17, 2020 by 5:00 PM ET
<b><u>ITB Deadline Date:</u></b>	<b><u>Wednesday, September 23, 2020 at 2:00 PM ET</u></b>
Intent to Award (Estimated):	October 9, 2020

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## VENDOR BID CHECKLIST

Failure to submit the following items may result in the bid being declared non-responsive. Bid documents should be submitted in the following order:

- ATTACHMENT A – PROPOSAL FORM
- ATTACHMENT B – PRICING FORM
- ATTACHMENT C – CONTRACTOR CONDITIONS

## EXHIBITS

- EXHIBIT A: Security Clearance Form

## 1. BID SUBMISSION

Bids must be received **Wednesday, September 23, 2020 at 2:00 PM ET**. Bids received after this time will not be considered. All bids must include completed, signed copies of all required attachments (See Vendor Bid Checklist for full details). Attachments must be filled out in full and signed by an authorized Company representative.

**Bid Response:** Bid response must contain completed, signed copies of each of the following:

- ATTACHMENT A – PROPOSAL FORM
- ATTACHMENT B – PRICING FORM
- ATTACHMENT C – CONTRACTOR CONDITIONS

Bid will be accepted by e-mail submission, as follows:

**E-mail Bid Submission:** Respondents may submit an electronic response (preferably single-file PDF format) by e-mail to: [purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org) with the subject line of: “**ITB 20-16 Courthouse Emergency Lockdown Protocol.**” The County can receive email attachments up to 30 MB. Bid documents larger than 25 MB should be sent in multiple emails with the subject line of: “**ITB 20-16 Courthouse Emergency Lockdown Protocol – 1 of 2.**”

**Rejection or Withdrawal:** The Owner reserves the right to reject any bids, waive any defects in bids, and accept any bid deemed to be in their best interest. Bids may be withdrawn at any time prior to the scheduled time of the bid opening. Bids may not be withdrawn within 75 days after opening date without forfeiting bid security.

## 2. PUBLIC BID OPENING

All bids received on or before 2 PM ET on Thursday, September 23, 2020, will be opened and recorded. No immediate decisions are rendered. All bids will be read aloud starting at 2:00 PM ET. Meeting will be held online via WebEx. Individuals wishing to view the opening may email [purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org) for the link. Alternatively, individuals may request a copy of the public opening tabulation via email, available no later than 5:00 PM ET, depending on number of bidders.

## 3. QUESTIONS

Vendors may submit questions and requests for clarification regarding this ITB until **Tuesday, September 15, 2020 by 5:00 PM ET**. Contractors are encouraged to initiate preparation of bids immediately upon receipt of this ITB so that all relevant questions and information needs can be identified and answered in a manner that provides adequate time to prepare a comprehensive and complete bid.

Responses to all questions and inquiries received by the County will be issued **Thursday, September 17, 2020 by 5:00 PM ET**, in the form of an Addendum and posted on the MITN and on the County's website. All requests for additional information or questions should be directed to Sandra Coles, Buyer, Ottawa County Fiscal Services Department, [purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org).

#### 4. MANDATORY PRE-BID WALKTHROUGH

Douglas Maas, Custodian Supervisor, is the Project Manager and will host a mandatory pre-bid walkthrough at the date/time and location below:

**9:00 AM ET ON THURSDAY, SEPTEMBER 10, 2020**

Attendees will visit each site, one right after the other, starting at the Grand Haven Courthouse at 9:00 AM ET and in the following order:

- Grand Haven Courthouse – 414 Washington, Grand Haven, MI
- Probate Court – 12120 Fillmore, West Olive, MI
- Holland District Court – 85 W. 8<sup>th</sup> Street, Holland, MI
- Hudsonville District Court – 3100 Port Sheldon, Hudsonville, MI

During this pre-bid walkthrough meeting, attendees may request clarification of any section of the bid and ask any other relevant questions relating to the bid. Any responses provided to questions during the pre-bid walkthrough and site inspection will be considered drafts, and will be non-binding. Final answers to written questions submitted prior to the "Receipt of Questions" deadline (date and time provided in information summary sheet) and released by Addendum will be considered official and final. Remarks and explanations at the conference shall not qualify the terms of the bid; and the terms of the bid and specifications remain unchanged unless amended in writing.

Representatives attending the pre-bid walkthrough must confirm attendance by emailing individual name, company name, and cell phone number to Sandra Coles as [purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org) by **Wednesday, September 9, 2020 by 5:00 PM ET**. Person(s) attending the walkthrough should bring **State/Government issued ID** at the time of the tour. The County reserves the right to limit the number of participants from each proposing.

Due to COVID19, vendors attending the site visit are required to wear masks inside and outside the facility at all times while maintaining social distancing. Vendors should self-monitor for COVID19 symptoms. If the vendor representative has experienced, is experiencing, or has been recently around someone that experienced symptoms of COVID19, they should notify the County as soon as possible and send another company representative in his or her place.

## 5. SCOPE OF WORK

Contractor shall provide a system whereby the DSX Card Access System will go into “LOCKDOWN” via a card swipe or a panic button activation at Deputy Stations located at each Court building.

### Locations:

- Grand Haven Courthouse – 414 Washington, Grand Haven
- Probate Court – 12120 Fillmore, West Olive
- Holland District Court – 85 W. 8th St, Holland
- Hudsonville District Court – 3100 Port Sheldon, Hudsonville

### Scope of Work:

Contractor will install door locking hardware and required programming as needed at each of the sites to allow for front entrance doors to secure during lockdown. Contractor will install a latching panic button at deputy stations to allow for lockdown to be initiated. Once lockdown is initiated, all other exterior card access doors/locations will secure and prohibit access from the exterior of the building, except for those with a higher security clearance. DSX system will remain in lockdown until latching panic button has returned to normal state. Contractor shall provide a secure process or protocol to restore the system to its normal state.

Contractor will program a customer provided proxy card to lock down the entire system once the card is swiped at any card access location in the building. Once this special card has been utilized the main entrance will secure. Once lockdown is initiated, all other exterior card access doors/locations will secure and prohibit access from the exterior of the building, except for those with a higher security clearance. Contractor shall provide a secure process or protocol to restore the system to its normal state.

Contractor will be responsible to determine all needed supplies and components and consider this a turnkey project.

### Quality Assurance:

The quality of service and material shall be subject to inspection by the designated County representative at any time. Should it be found that the quality of the service being performed or the materials being used is not satisfactory, and the specifications are not being met, it may be considered as ground for termination of contract. All work shall be done in a workman like manner. Contractor shall not employ individuals or means which may cause stoppage or delay in the work under this contract. All work performed will comply with the State of Michigan Fire Prevention and Building Codes. Contractor shall be legally responsible for compliance with all Federal, State, County or local laws, regulation or ordinance relating to this job. The Contractor will repair any damage done to County property during the project, including but not limited to roofs, walls and landscaping. The Contractor has the responsibility is to protect County property at all times. Contractor must warrant all products, parts, work, labor, and services provided for a minimum period of twelve (12) months after project completion date.

Contractor Personnel:

Contractor shall provide adequate personnel supervision to his/her employees. All work shall be at direction and supervision of the County's project manager. Contractor shall supply the Ottawa County Facilities Maintenance Department a list of all personnel that will perform work at the County facilities. The list shall be kept current of all assigned personnel that will be performing work the County facilities and provided to Ottawa County at any changes. Each of these personnel shall be adequately trained.

Contractor shall require that its personnel adhere to County security, fire, and safety policies and procedures, as well as all Ottawa County properties being tobacco free as Contractor shall require that its personnel do not smoke and/or vape on any of the sites.

All of the Contractor's personnel providing services under this contract will be required to be cleared through the performance of a criminal background check by the Ottawa County Sheriff's Office prior to any work being done. Contractor agrees that because of the nature of the business conducted in the County Buildings, the County has the right to insist that any particular personnel, officer, or agent of the Contractor not be assigned to work in any said Site. County reserves the right to reject personnel placed on the premises by the Contractor.

## **6. QUALIFICATIONS OF CONTRACTORS**

Contractors shall submit bids with the understanding that prior to the award of contract, the County may make investigations as deemed prudent to determine contractor's qualification and eligibility.

Contractor shall have a minimum of five (5) years of experience in programming DSX / HID security systems for a "lockdown" protocol. Contractor shall be able to meet all insurance requirements outlined in the ITB. To be considered responsive, contractor must meet the requirements of this ITB.

## **7. SECURITY CLEARANCE & BACKGROUND CHECKS**

Background checks (as required by the Facility) are mandatory for all Contractor employees at Contractor's cost. Background check minimum requirement must involve a security check and process that is approved by and deemed satisfactory to the County to ensure, at a minimum, that no staff has felony or domestic violence or other bar-able offence(s) convictions. The Contractor must also agree that all employees, officers or agents of the Contractor who shall provide services on site at the County must successfully pass fingerprinting searches. Security background checks shall be conducted for all employees prior to starting work.

## 8. BID SELECTION & AWARD PROCESS

Upon public bid opening, a bid tabulation will be prepared by the County to summarize each Contractor's offer. All offers will be required to be submitted under a condition of irrevocability for a period of thirty (30) days after submission. Bids will be reviewed to determine if submission requirements are met. Failure to meet submission requirements will result in rejection of the offer. Bids that do not comply with submittal instructions established in this document and/or that do not include the required information will be rejected as non-responsive. Contractor assumes responsibility for meeting submission requirements and addressing all necessary technical and operational issues to meet the project objectives. **A bidder may not contact any member of an evaluation committee except at the ITB Administrator's direction.**

The County will coordinate a post-bid interview with the apparent low bidder to validate pricing and project understanding before issuing an intent to award. The County reserves the right to interview any number of qualifying bidders as part of the evaluation and selection process. The County further reserves the right to award a contract without an interview, if determined to be in the best interest of the County.

The lowest priced response may not have a direct bearing on final selection. The County reserves the right to select and subsequently recommend for award, the offer which best meets its required needs, quality levels and budgetary considerations. An intent to award will be issued to the successful Contractor and all bidders will be notified. In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the next lowest bidder.

Form of agreement will be by standard Purchase Order issued by Ottawa County, which incorporates by reference this Invitation to Bid document, the Project Manual and Drawings as prepared by Progressive AE and all terms and conditions therein, as well as the Bid Pricing Form as offered by the Contractor. No work is to commence prior to receipt of P.O. by awarded Contractor.

## 9. CONTRACT TERMS, PERIOD, PROCEDURES & USE

The County of Ottawa's intent is to award a contract that shall cover the period from project kick-off to project completion as determined by the successful completion of the stated objective within this bid. This contract will not be enforced until both parties have agreed and receipt of purchase order. The County reserves the right to award contracts to more than one Contractor, if in the best interest of the County to provide adequate delivery, service and product availability. The Owner reserves the right to reject any and all bids.

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. Pricing reflects a commitment of the term indicated. Contractors are to not start work until receipt of an Ottawa County Purchase Order, authorizing work to begin.

## **10. GENERAL TERMS & CONDITIONS**

### CERTIFICATES

Please forward all Certificates of Material Data sheets, to the following office:

Ottawa County – Fiscal Services Department, 12220 Fillmore St., Room 331, West Olive, MI 49460

### CONFLICT OF INTEREST

By submission of a response, the Proposer 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 Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest."

### DEBARMENT AND SUSPENSION

The Contractor certifies 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 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; 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 bid had one or more public transactions (Federal, State or local) terminated for cause or default.

### INDEMNITY

The Vendor shall indemnify and hold harmless Ottawa County, its employees, agents, and volunteers against and from all claims, judgements, losses, damages, payments, costs and expenses of every nature and description, including attorney's fees, arising out of or resulting from the vendor's performance of or failure to perform the work described herein.

### 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 shall 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.



INCURRED EXPENSES / CONFIDENTIALITY

The County is not responsible for any cost or expense incurred by the contractor by preparing and submitting a bid or any costs associated with meetings and evaluations of bids prior to execution of an agreement. All bids, (including attachments, supporting documentation, supplementary materials, addenda, and other) shall become the property of the County and will not be returned to the contractor.

INSURANCE

The vendor shall provide the following coverages:

Worker’s Compensation and Employers Liability:

Workers Compensation	Michigan Statutory
Employers Liability Limits	\$500,000 Each Accident
	\$500,000 Each Employee
	\$500,000 Aggregate Injury by Disease

Commercial General Liability:

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

There shall be no Products/Completed Operations or Contractual Liability Exclusion. The General Aggregate Limit shall apply per location or project.

These coverages shall protect the vendor, 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 County of Ottawa and Ottawa County Central Dispatch and its officers, officials, employees, volunteers and agents are to be additional insureds as respects to the service provided under this agreement. This additional insured status shall not terminate after completion of the services. A certificate of insurance shall be provided and show the required limits, and the above-mentioned shall be listed as additional insureds. A 30-day notice is required in the event of coverage termination for any reason.

IRAN LINKED BUSINESS

By submission of this form, the Contractor 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 that term is defined in the Michigan Economic Sanctions Act, 2012 P.A. 517.

LAWS

This contract shall be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein shall so comply.

MINOR IRREGULARITIES AND RETAINED RIGHTS

The County reserves the right to waive minor irregularities in bids and/or bids. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving

a Contractor an advantage or benefit not afforded to other Contractors. The County may waive any requirements that are not material. The County may make an award under the contract in whole or in part and change any scheduled dates. The County reserves the right to use ideas presented in reply to this process notwithstanding selection or rejection of bids and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

#### MODIFICATION

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party, or an authorized representative by each party.

#### 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 this agreement, shall become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data shall be delivered to the County or its designee upon completion of the agreement or at such other times as the County or its designee may request.

#### BID ACCEPTANCE, REJECTION, CANCELLATION AND WITHDRAWAL

The County reserves the right to negotiate with the Bidder(s) within the scope of the ITB in the best interests of the County. 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 bid and/or to determine a bidder's compliance with the requirements of the solicitation.

The County reserves the right to reject any or all bids, or any part thereof; and to waive any minor defects in the bids if this is to the advantage of the County. The County's waiver of a minor defect shall in no way modify the ITB 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.

The County also reserves the right to accept or reject any and all bids submitted or cancel this ITB in whole or in part if such cancellation is in the best interest of the County. Prior to the date and time set forth as the Bid Receipt Deadline, bids may be modified or withdrawn by the Bidder's authorized representative. After the bid deadline, bids may not be modified or withdrawn without the written consent of the County.

#### RESERVATION OF RIGHTS

The County reserves the right to reject any and all bids, to award the agreement to other than the low bid, to award separate agreements for separate parts of the services required, to negotiate the terms and conditions of all and any part of the bids, to waive irregularities and/or formalities, and in general to make an award in the manner as determined to be in the County's best interest. The County may, at its discretion, cancel any bid or request for bid or other solicitation and/or reject all bids in whole or in part.

#### SUBCONTRACTORS

Since the contract is made pursuant to the bid submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor 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 previous written consent by the County.

#### PAYMENT TERMS

In the absence of any prior arrangement, payment terms will be Net 30.

#### SAFETY

All Contractors and subcontractors performing services for the County are required to and shall 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 shall 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 the work site area under this Contract.

#### TERMINATION

The County and/or Ottawa County Dispatch may terminate an award/contract for the failure to perform a term of the specifications to the satisfaction of the County, and/or when the approved progress schedule or any other requirement of this Contract is not met. The County shall provide ten (10) days advance written notice to the Contractor for the failure to perform services or for the violation of any other term of the solicitation specifications. In the event of such termination, the County may complete the contracted work and the Contractor will be liable for any excess cost occasioned by the County thereby and in such case the County may take possession of and utilize in completing the work such materials and equipment as may be on the site and necessary therefore.

An award/contract may be terminated at will by the County upon a minimum of thirty (30) days prior written notice to the other party. In the event of termination as provided in this subsection, the Contractor will be compensated for all services performed and approvable reimbursable expenses from the inception date to the termination date provided the services performed and the expenses were provided in accordance with the solicitation specifications. Payment shall be made upon the Contractor delivering to the County all information and materials retained by the Contractor in performing the services described in the specifications, whether completed or in progress.

#### WARRANTY

Vendor warrants that the goods and/or services supplied will be of good workmanship and material, free from defects, and if the intended use thereof is known to the seller, that they are suitable for that intended use. The awarded vendor will warrant that all equipment is free of material defects both in materials and in workmanship for a minimum of 12 months (unless otherwise state in the solicitation document) from delivery date. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.

## Security Clearance Request

It is the policy of the Ottawa County Sheriff's Office to screen all applicants that enter into the secured area of the jail. This screening process begins with the completion of this form and must be filled out completely. If you receive approval, policy requires that you submit to a pat search and/or PBT breath test upon request.

Name: \_\_\_\_\_  
(full legal name)

Previous Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Street Address: \_\_\_\_\_  
(if different)

Home Telephone: \_\_\_\_\_ Cell/Work Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

The following information is needed for a search of any criminal history.

Soc. Security No., \_\_\_\_\_ Race: \_\_\_\_\_ Gender: \_\_\_\_\_

Driver License No., \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Have you ever been arrested, charged, or convicted of any crime? Y/N if so explain:

\_\_\_\_\_

My signature below indicates that the information provided on this form to the **Ottawa County Sheriff's Office** is true and accurate. I understand that failure to provide true and accurate information can result in disqualification. In addition, you are required to notify the jail captain of any updates or changes to the information listed above. Attach a **clear photo copy of my driver license (front/back) or state ID.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

I am applying for security clearance for the following reason.

- |   |   |
|---|---|
| <input type="checkbox"/> faith based volunteer                  | <input type="checkbox"/> counseling (non-contact professional visitation) |
| <input type="checkbox"/> substance abuse facilitator (AA or NA) | <input type="checkbox"/> contract vendor (food service, medical service)  |
| <input type="checkbox"/> internship                             | <input type="checkbox"/> facilities/maintenance                           |
| <input type="checkbox"/> program provider                       |   |

\_\_\_\_\_  
(List the name of the organization you are affiliated with)

**\*\*Jail Administration Use Only \*\***

L.E.I.N.     C.H.R.     Sheriff's Records

Approved: \_\_\_\_\_

Denied: \_\_\_\_\_