



Wexford County

BOARD OF COMMISSIONERS

Gary Taylor, Chair

NOTICE OF MEETING

The Wexford County Board of Commissioners will hold a regular meeting on Wednesday, May 18, 2022, beginning at 4:00 p.m. in the Commissioners Room of the Historic Courthouse in Cadillac, Michigan

PUBLIC PARTICIPATION

The meeting can be attended in person or by any one of the following three ways:

- **By Telephone:** Dial toll free 1-646-876-9923, enter Webinar ID 749 610 4141#
- **By Computer:** At the Zoom website (zoom.us) click on “Join a Meeting” using ID 749 610 4141
- **By Smartphone:** Install the Zoom application prior to the call. Launch the Zoom app at the time of the call and join using Meeting ID 749 610 4141

TENTATIVE AGENDA

- A. CALL TO ORDER
- B. ROLL CALL
- C. PLEDGE OF ALLIEGIANCE
- D. ADDITIONS/DELETIONS TO THE AGENDA
- E. APPROVAL OF THE AGENDA
- F. EMPLOYEE RECOGNITION
- G. PRESENTATION AND REPORTS
- H. PUBLIC COMMENTS
The Board welcomes all public input.
- I. CONSENT AGENDA
The purpose of the consent agenda is to expedite business by grouping non-controversial items together to be dealt with by one Commission motion without discussion. Any member of the Commission may ask that any item on the consent agenda be removed therefrom and placed elsewhere for full discussion. Such requests will be automatically respected. If any item is not removed from the consent agenda, the action noted on the agenda is approved by motion of the Commission to adopt the consent agenda.
 - 1. Approval of the May 4, 2022 Regular Meeting Minutes.....1
- J. AGENDA ITEMS
 - 1. Resolution 22-13 Marine Safety Program Grant Agreement (*Finance 05/12/2022*)5
 - 2. Janitorial Services Contract (*Executive 05/10/2022 & Finance 05/12/2022*)12
 - 3. Stellar Services Inmate Broadcast Agreement (*Finance 05/12/2022*)29
- K. ADMINISTRATOR’S REPORT
- L. CORRESPONDENCE
- M. PUBLIC COMMENT
- N. LIAISON REPORT
- O. BOARD COMMENTS
- P. CHAIR COMMENTS
- Q. ADJORN

WEXFORD COUNTY BOARD OF COMMISSIONERS

Regular Meeting * Wednesday, May 4, 2022

Meeting called to order at 4:00 p.m by Chairman Taylor.

Roll Call: Present- Commissioners Joe Hurlburt, Mike Musta, Ben Townsend, Michael Bengelink, Michael Bush, Julie Theobald, Brian Potter and Gary Taylor

Pledge of Allegiance.

Additions/Deletions to the Agenda-

Add J5-Resolution 22-12 Supporting the P.A. 511 Wexford Community Corrections Plan and Grant Application

Commissioner Potter requested that J4-Commissioner Judy Nichols Resignation be moved to J1.

Approval of the Agenda

MOTION by Comm Theobald, seconded by Comm Bengelink to approve the agenda, as amended.

All in Favor.

Employee Recognition- None.

Presentation and Reports-None.

Public Comment-

John Fuscone, Haring Township, has submitted his name for the ballot for the upcoming Commissioner term. He is a former commissioner and has sat on several committees including the District 10 Health Department and Housing Council. He is available to fill the current vacancy.

Jason Baughan, Haring Township, also has submitted his name for the ballot in the upcoming term. He provided the Board with a letter about himself. He is young, energetic, and well known in the County.

Consent Agenda

1. Approval of the April 20, 2022 Regular Meeting Minutes

MOTION by Comm Musta, seconded by Comm Bengelink to approve the Consent Agenda.

All in favor.

Agenda Items

1. Commissioner Judy Nichols Resignation

MOTION by Comm Potter, seconded by Comm Theobald to accept the resignation of Judy Nichols as Commissioner of District 8 and to thank her for her long-time service on this Board.

Roll Call: Motion approved 8-0.

MOTION by Comm Potter, seconded by Comm Musta to appoint Jason Baughan to District 8 position.

Roll Call: Motion passed 7-1 with Comm Taylor voting against the motion.

Jason Baughan was sworn in by the Clerk and joined the meeting.

2. Network Northwest Recreation Plan Agreement

MOTION by Comm Theobald, seconded by Comm Bush to approve the agreement between Wexford County and Networks Northwest for their services in formulating an updated Recreation Plan in the amount of \$24,100, to be paid out of ARPA funds, and authorize the Chairman to sign the agreement, as presented.

Roll Call: Motion passed unanimously.

3. Deputy County Administrator Position

MOTION by Comm Musta, seconded by Comm Potter to approve adding the Deputy County Administrator position to the employee roster with a weekly compensation rate of \$450 per week through December 31, 2022.

Roll Call: Motion passed 9-0.

a. County Administrator Position

MOTION by Comm Hurlburt, seconded by Comm Bush to approve and appoint Mr. Joe Porterfield as County Administrator with a compensation rate of \$600 per week effective May 9, 2022 through December 31, 2022.

Roll Call: Motion approved 9-0.

4. Police Academy Deputy Sponsorship

MOTION by Comm Bengelink, seconded by Comm Bush to approve the sponsorship of up to three additional candidates to the Police Academy.

Roll Call: Motion passed 9-0.

5. Resolution 22-12 Supporting Community Corrections FY 2023 Plan and Application

MOTION by Comm Theobald, seconded by Comm Musta to approve Resolution 22-12 Supporting the Community Corrections fiscal year 2023 plan and grant application to the State of Michigan.

One Commissioner questioned the application that was being presented. It appeared to be different than the application that was going to be presented at the Human Resources Committee. Ms. Stark explained the one presented to the Board was correct.

It was also questioned why the Board was no longer receiving minutes from the Community Corrections Advisory Committee. It was requested that those be provided.

Roll Call: Motion passed 9-0.

Administrator's Report-

Joe Porterfield informed the Board that he has been busy working on some contracts. There will be items going to the Executive and Building and Recreational Committees. He also stated it has been a pleasure working with Jami.

Correspondence- *None.*

Public Comments- *None.*

Liaison Reports-

Comm Theobald attended the DHHS meeting. They have camp openings for qualified children. They also still need employees.

Comm Hurlburt wished Judy the best of luck and welcomed Jason.

Comm Musta attended an AES Meeting.

Comm Taylor attended the Conservation District meeting where they just wrapped up their tree sale. He announced that Comm Townsend would be taking on the MSU Extension Committee for Comm Nichols. Comm Theobald will be taking on the Area Agency on Aging, District 10 Health Department, and Northwest Michigan Community Action Agency.

Board Comments-

Comm Potter welcomed Comm Baughan.

Comm Musta wished Judy the best and welcomed Comm Baughan.

Comm Townsend wished Judy the very best and continued prayers. He also welcome Comm Baughan.

Comm Bengelink welcomed Comm Baughan and read a quote from Paul Begala.

Comm Theobald asked everyone to wish her luck with her extra meetings. She will do her very best. She also welcomed Comm Baughan, and thanked Joe, Jami, and Mistine for their work.

Chairman's Comments-

Comm Taylor welcomed Comm Baughan, and thanked everyone for attending.

Adjourn

MOTION by Comm Theobald seconded by Comm Potter to adjourn at 4:17 p.m.

All in favor.

Gary Taylor, Chairperson

Alaina Nyman, County Clerk

DRAFT

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: May 18, 2022
SUBJECT: Resolution 22-12 Supporting the Marine Safety Program Grant Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Resolution 22-12, supports the 2022 Marine Safety Program Grant Agreement which is attached for consideration along with the grant agreement. This federal grant will cover 100% of total eligible costs toward completing the work listed, not to exceed \$8,200, which is \$2,000 less than last year’s grant. A local match is NOT required.

RECOMMENDATION:

The Finance Committee suggests the full board approve the resolution, as presented.

Minutes of a regular meeting of the Wexford County Board of Commissioners, held at the Wexford County Courthouse, 437 E. Division St., Cadillac, Michigan on the eighteenth day of May 2022 at 4:00 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and supported by Commissioner _____.

**RESOLUTION NO. 22-13
SUPPORTING WEXFORD COUNTY 2022 MARINE SAFETY PROGRAM (FEDERAL FUNDING)
GRANT AGREEMENT**

BE IT RESOLVED, that the Wexford County Board of Commissioners supports the Marine Safety Program Grant Agreement for the period January 1, 2022 through September 30, 2022 in the amount of \$8,900 on this date of May 18, 2022.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Gary Taylor, Chairman, Wexford County Board of Commissioners

Alaina M. Nyman, County Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF WEXFORD)

I hereby certify that the foregoing is a true and complete copy of Resolution 22-13 adopted by the County Board of Commissioners of Wexford County at a regular meeting held on May 18, 2022, and I further certify that public notice of such meeting was given as provided by law.

Alaina M. Nyman, County Clerk



Michigan Department of Natural Resources - Grants Management
2022 MARINE SAFETY PROGRAM (FEDERAL FUNDING)
GRANT AGREEMENT

Required by authority of 1994 PA 451, as amended, and 1972 PA 227.

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and Wexford County Sheriff's Department ("GRANTEE").

1. The GRANTEE has been approved by the DEPARTMENT to receive Marine Safety program funding for the purposes of marine safety law enforcement related activities. The total amount obligated with this award is:

	Federal Funds (100%)	State Funds (75%)
Operating	\$8,900.00	\$0.00
Equipment	\$0.00	\$0.00

Salaries, Wages and Benefits for:

- ❖ Marine Safety Law Enforcement and Related Activities;
- ❖ Instruction of Boating Safety Courses;
- ❖ Inspection of Boat Liveries;
- ❖ Attendance at Authorized Marine Safety Training (attendance at the Department's Annual Administrators' Workshop and the Michigan Sheriffs' Association's New Marine Officers Training are pre-authorized).

Operating Expenses for the Scope Items Listed Above, including:

- ❖ Purchase of fuel, oil, and parts for patrol vehicles, watercraft, and trailers;
- ❖ Travel expenses;
- ❖ Uniforms, personal flotation devices, boat shoes, etc.;
- ❖ Leasing of vehicles, dockage, storage, eligible office space;
- ❖ Boat repair, replacement and/or servicing of boat outfitting equipment.

2. Salary and Wages are reimbursable to the GRANTEE at the employees' hourly rate. Overtime is only eligible if the employee worked in excess of 80 hours for full time employees and 40 hours for part time employees in a pay period on Marine Safety duties.
3. The percentage of the GRANTEE'S total budget devoted to operating expenses shall not exceed Forty percent (40%), unless prior approval has been obtained from the DEPARTMENT.
4. Federal funding from the award Recreational Boating Safety 16.01.26 is provided to state agencies under the authority of 46 U.S.C. 13103(a)(2) and (3). The Federal Award Date for these funds are February 2, 2022 and the Federal Award ID Number for these funds is 70Z02322MO0000978. The State of Michigan has received a federal funding apportionment for fiscal year 2022 through the United States Coast Guard, Department of Homeland Security. From this federal funding the amount shown below is provided to the GRANTEE by the DEPARTMENT for the purpose of supporting the GRANTEE'S Marine Safety program. Reference the "Department of Homeland Security, United States Coast Guard, Boating Safety Financial Assistance CFDA 97.012, and passed through by Department of Natural Resources" on your single audit reports and other financial statements as required.

The DEPARTMENT agrees to reimburse the GRANTEE a sum of money equal to 100% of the total eligible costs toward completing the scope of work listed above, but not to exceed Eight Thousand Nine Hundred Dollars and Zero Cents (\$8,900.00), which is the total amount awarded under this agreement.

There is no local match required for this reimbursement.

The Subaward Budget Period and Period of Performance for federal funding is **January 1, 2022** through **September 30, 2022**.

Completed reimbursement request and documentation of operating expenditures are due no later than **October 31, 2022**.

5. This Agreement shall be administered on behalf of the DEPARTMENT through the Finance and Operations Division. All reports, documents, or actions required of the GRANTEE shall be submitted through MiGrants website unless otherwise instructed by the DEPARTMENT.
6. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website. The indirect rate for this award is zero because it has been waived by the GRANTEE.
7. The GRANTEE may not assign or transfer any interest in this Agreement to any other agency, group or individual.
8. The GRANTEE shall display valid and proper state of Michigan registration on all vessels and comply with the state of Michigan life jacket regulations.
9. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
10. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
11. The GRANTEE agrees to follow the DEPARTMENT procedure policy:
 - a. The GRANTEE will openly advertise and seek written bids for contracts for purchase or services with a value equal to or greater than \$50,000.00 and accept the lowest qualified bid.
 - b. The GRANTEE will solicit three (3) written quotes for contracts with purchases or services between \$5,000.00 and \$50,000.00.
12. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed it and returned it, and
 - b. The DEPARTMENT has signed it.
13. The award is not for Research and Development

The individuals signing for the parties indicated below certify by their signatures that they have the authority to do so and will ensure that the terms of the Agreement are fulfilled.

GRANTEE

SIGNED:

By: _____

Printed Name: _____

Title: _____

Date: _____

SIGMA Vendor ID: _____

SIGMA Address ID: _____

Unique Entity Identifier: _____

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

By: _____
Section Manager

Title: _____

Date: _____

Phone: 517-284-7268

Email: dnr-grants@michigan.gov

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION	DATE SUBMITTED May 4, 2022	

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Executive Committee and Finance Committee
FOR MEETING DATE: May 18, 2022
SUBJECT: Cadillac Janitorial Services Agreement

SUMMARY OF ITEM TO BE PRESENTED:

The Administration Office advertised for bid requests for Janitorial Services at the Historic Courthouse/Annex, District Health Department #10, Lake Street General Offices (Excluding Invasive Species). One vendor attended the mandatory walk through and submitted a bid, which was our current vendor, Cadillac Janitorial Services. The bid that was submitted was for an annual cost of services and supplies, which was a significantly larger than previous years.

A meeting was held with the vendor to discuss the increased pricing and the vendor’s ability to meet the County’s expectations. A six-month agreement was negotiated. The agreement starts June 1, 2022, through December 1, 2022. Following is the Janitorial Services Agreement with attachments.

RECOMMENDATION:

The Executive Committee, along with the Finance and Appropriations Committee recommends the full board approve the conditional Janitorial Services Agreement as it is presented.

Wexford County
JANITORIAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this **1st day of June, 2022**, by and between the **COUNTY OF WEXFORD**, a municipal corporation and political subdivision of the State of Michigan, of 437 E. Division Street, Cadillac, MI. 49601 (hereinafter referred to as the "County"), and **CADILLAC JANITORIAL, INC.**, a Michigan corporation, P.O. Box 622, Cadillac, Michigan 49601 (hereinafter referred to as the "Contractor").

WHEREAS, the County desires janitorial services including seasonal exterior snow removal and grounds keeping at the following County buildings:

- A. Courthouse and Annex, 437 E. Division Street;
- B. Lake Street Building, 401 Lake Street;
- C. District Health No. 10, 521 Cobb Street;

WHEREAS, the Contractor is a janitorial company with an established and active business record in the State of Michigan; and

WHEREAS, the Contractor has submitted proposals pursuant to the RFP to the County to provide the services which the County requires; and

WHEREAS, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

- I. **Services to be Provided by the Contractor:** The Contractor shall provide the County with the janitorial pursuant to the RFP. The responsibilities of the Contractor with regard to such services are more fully set forth in the attached Exhibits A through E - Specifications and Bid Responses, which Exhibits A-E are incorporated by reference into this Agreement.
- II. **Manner in Which Services Shall be Provided:** The Contractor agrees that all services conducted pursuant to this Agreement will comply with the specifications in Exhibit A-E with oversight by the Contract Compliance Inspector (hereinafter referred to as the "CCI").
- III. **Agreement Term:** This Agreement shall continue for a term of six (6) months, from **June 1, 2022 through December 1st, 2022**, inclusive. The Contractor shall commence performance **June 1st, 2022**, time being of the essence.
- IV. **Compensation:**
Janitorial: The Contractor's compensation for janitorial services under this Agreement for the six month period of this Agreement shall not exceed the following sums: \$99,502.00 (Ninety Nine Thousand two hundred Fifty Two Dollars.) The County shall pay to the Contractor the compensation stated in Section IV(A) on or about the first day of each month for all janitorial services completed during the previous month, by electronic transfer check made payable to the Contractor.
- V. **Contractor Performance Review:**
The CCI shall continually monitor the performance of the contractor and convey discrepancies or progress as indicated:
 - 1. It shall be the responsibility of the CCI to bring to the attention of the contractor the next working day any discrepancies identified as being not in compliance

with the specifications set forth in the applicable RFP or other agreed upon documentation.

2. Minor contractual infractions may be reviewed between the CCI and the contractor verbally.
3. The CCI shall reduce identified persistent minor contractual infractions or major discrepancies to a written "Contract Discrepancy Report," as identified in the RFP.
4. The contractor shall respond to verbal or written infractions in the manner in which they were presented by the CCI in a timely manner not to exceed five (5) workdays.
5. The CCI shall provide the contractor with a monthly written evaluation indicating in detail the quality of service provided the County during the preceding thirty (30) days.

VI. Conflict Resolution:

If contractual or other issues were to arise between the CCI and the contractor which were not able to be resolved between the parties the following conflict resolution shall be invoked:

1. The issue/issues of the conflict shall be reduced to writing and forwarded to the Office of the Wexford County Administrator, hereinafter referred to as "Administrator".
2. The Administrator shall investigate the facts of the case and make a presentation to the Executive Committee.
3. The presentation shall consist of reviewing written proofs and verbal testimony from the principals involved.
4. If resolution offered by this panel is mutually acceptable to parties' corrections will be affected upon the panel's recommendation.
5. If mutually acceptable solutions are not available the matter will be brought through the Executive Committee and forwarded to the appropriate committee for Board of Commissioner Action.

By engaging in this conflict resolution procedure, the Parties do not waive their respective rights to any other contractual or legal remedy.

VII. Contractor Personnel Screening:

Per the RFP all contractor personnel who work inside County facilities are required to have a fingerprint supported background check and a completed "Security Awareness Acknowledgment for Personnel with only Physical Access to Physically Secure Locations" form (Exhibit F) presented to the CCI prior to working within the facilities.

1. The CCI shall review the responses to the background checks and clear each individual in writing with a copy of this clearance to be filed with both the CCI and the Administrator. Copies of responses to the background checks shall be provided to the Contractor by the CCI.
2. If the background check indicates an arrest and conviction for a misdemeanor the CCI shall inform the Administrator who shall take the response to the Executive Council to determine whether the arrest and conviction is serious enough to deny access to the facilities. If access is granted, the clearance will be filed with both the CCI and the Administrator. If access is denied, the CCI shall provide written notice to the Contractor.
3. If the background check indicates an arrest and conviction for a Felony or a Circuit Court Misdemeanor, the CCI shall inform the Administrator that the individual access is denied to work within county facilities. If access is denied,

the denied clearance will be filed with both the CCI and the Administrator. The CCI shall provide written notice to the Contractor that access is denied.

4. If the CCI becomes aware from any source that an individual seeking access to work for the Contractor within County facilities lacks the moral turpitude compatible with this employment, the CCI shall inform the Administrator who shall take the proofs to the Executive Council to determine whether the character flaw is serious enough to deny access to the facilities. If access is granted, the clearance will be filed with both the CCI and the Administrator. If access is denied, the CCI shall provide written notice to the Contractor.
5. A trial judge or the prosecuting attorney may deny access by any employee of the contractor to court offices of that judge without cause. If a trial judge denies access, the CCI shall provide written notice to the Contractor.

VIII. Termination:

A. For-Cause: The County may, at any time, upon five (5) days' written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include; gross negligence by the Contractor or the Contractor's employees, willful misconduct by the Contractor or the Contractor's employees, violations by the Contractor or the Contractor's employees of laws, ordinances or County policies while on County property or performing services for the County. It is expressly understood and agreed that by exercising such right of termination the County does not waive any other legal or equitable remedies it may have against the Contractor.

B. At-Will: Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County at any time upon delivery of sixty (60) days prior written notice to the Contractor.

IX. Nondiscrimination:

The Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this section shall be regarded as a material breach of this Agreement.

X. Compliance with the Law, Applicable Law, and Venue:

The Contractor, while engaged in any activity pursuant to this Agreement, shall comply with all applicable Federal, State or local laws, ordinances, rules and regulations. Breach of this covenant shall be regarded as a material breach of this Agreement.

This Agreement shall be construed according to the laws of the State of Michigan. The venue for the bringing of any legal or equitable action under this Agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, and Northern Division.

XI. Contractor:

It is expressly understood and agreed that the Contractor is a contractor. The Contractor and the employees and agents of the Contractor shall in no way be deemed to be and shall not hold themselves out as the employees or agents of the County. The Contractor and its employees and agents shall not be entitled to any fringe benefits which the County affords its employees, such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. The Contractor shall be responsible for the payment of salaries, wages and other compensation due its staff for

services they perform under this Agreement and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Contractor, as required by law, shall carry workers' compensation insurance coverage for any and all employees it may have, and shall provide the County with proof of said coverage.

XII. Indemnification and Hold Harmless:

The Contractor shall, at its own expense, indemnify, save and hold harmless the County, and its elected and appointed officials/officers, employees and agents from all claims, damages, costs, lawsuits and expenses, including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that they may incur as a result of any acts, omissions or negligence of the Contractor or any of its employees or agents which may arise out of this Agreement.

The Contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officials/officers, employees and agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

XIII. Liability Insurance:

During the term of this Agreement the Contractor shall maintain the following insurances:

- A. Workers' Compensation Insurance, including Employers' Liability Coverage, covering its employees, in accordance with all applicable statutes of the State of Michigan.
- B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (a) Contractual Liability; (b) Products and Completed Operations; (c) Broad Form General Liability Endorsement or Equivalent.
- C. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The County of Wexford.
- D. Cancellation Notice - All insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material changes shall be sent to: County Administrator, 437 E. Division Street, Cadillac, MI. 49601. "
- E. Proof of Insurance - The Contractor shall provide to the County, at the time the Agreement copies are returned for execution, certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished to the Clerk's Office.

All insurance coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, who are acceptable to the County, and who have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

If any of the insurance coverage required by this section expires during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to the County at least ten (10) days prior to the expiration date.

XIV. Waivers:

No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by County of any breach of a provision of this Agreement, or any default which may then exist on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

XV. Modification of Agreement:

Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.

XVI. Assignment or Subcontracting:

The Contractor shall not assign or subcontract any of its duties and obligations under this Agreement without obtaining the prior written consent of the County.

XVII. Section Titles:

The titles of the sections set forth in this Agreement are inserted for the convenience of reference only, and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

XVIII. Complete Agreement:

This Agreement and the attached Exhibits A-F, contains all of the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XIX. Invalid Provisions:

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, it shall be considered to be deleted, and the remainder of this Agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

XX. Certification of Authority to Sign Agreement:

The persons signing on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of the parties, and that this Agreement has been authorized by the parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

WITNESSED BY:

COUNTY OF WEXFORD

**Gary Taylor: Chairman
Wexford County Board of Commissioners**

CADILLAC JANITORIAL INC.

**Carl Owinga
Vice President Cadillac Janitorial Inc.**



Wexford County Board of Commissioners
REQUEST FOR PROPOSALS
Janitorial Services
for Specified County Facilities
April 5, 2022

Exhibit A

Project Representatives: Jami Bigger and Joe Porterfield
County Interim Co-Administrators
437 E. Division St.
Cadillac, MI 49706
P: 231-779-9453
F: 231-779-9745

WEXFORD COUNTY NOTICE OF RECEIVING PROPOSALS

Wexford County seeks bids from qualified firms, on a competitive basis for the purpose of entering into a three-year agreement to provide Janitorial services for the following specified County facilities:

- 1. Historic Courthouse and Annex**
- 2. District Health Department #10**
- 3. Lake Street General Offices – Excluding Invasive Species Office**

Detailed bid specifications are attached. Firms must submit complete bids on all five (5) facilities to be considered qualified. Qualified firms may secure a copy of the bid specifications from:

Wexford County Administration
Megan Kujawa, Sr. Executive Assistant
Historic Courthouse
437 E. Division St.
Cadillac, MI 49601
mkujawa@wexfordcounty.org
or online at www.wexfordcounty.org

Mandatory Walk-through:

A mandatory pre-proposal walk-through will be held **Thursday, April 14, 2022, at 1:00 p.m.** Contact Megan Kujawa, Senior Executive Assistant, to schedule at 231-779-9453.

Bid Deadline:

Only bid proposals received by the County Administrator's Office, 437 E. Division St. Cadillac, MI 49601, on or before **Tuesday, April 26, 2022, at 9:00 a.m.** will be considered.

Wexford County Reserves the right to reject any or all proposals submitted.

WEXFORD COUNTY REQUEST FOR PROPOSALS JANITORIAL SERVICES

- I. **Introduction:** Wexford County seeks bids from qualified firms, on a competitive basis, for providing Janitorial Services for all specified facilities. Bid will be awarded only in the event of a cost benefit analysis showing it is in the County's best interest to contract out this service.

For a bidder to qualify it must participate in a facility walk-thru of all specified buildings.

A walk-thru is scheduled for **Thursday, April 14, 2022, at 1:00 p.m.** Bidders must schedule this mandatory walk-thru by contacting Megan Kujawa, Administration, at (231) 779-9453.

A. Bid Submittal and Project Representatives

To be considered, firms must submit a complete, sealed bid submission form and any associated documents to this Request for Proposals (RFP), to the County Administration Office (address). In order to be considered, proposals must be received at the designated location no later than **9:00 am, Tuesday, April 26, 2022.** Bids will be publicly opened and read aloud at 9:00 am, Tuesday, April 26, 2022.

Requests for information or interpretation of the intent of the RFP and any/all other inquiries must be addressed to either of the following:

Jami Bigger and Joe Porterfield
County Interim Co-Administrators
Wexford County Administration
437 E. Division St.
Cadillac, MI 49601
(231) 779-9453
administration@wexfordcounty.org

Adam Kerr
Maintenance Director/Contract Compliance Inspector
Wexford County
437 E. Division St.
Cadillac, MI 49601
(231)779-9469
maintenance@wexfordcounty.org

Contact with personnel of Wexford County other than the above stated persons regarding this RFP will be considered grounds for elimination from the selection process.

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued to all vendors known to have received a proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a proposer shall be binding

II. **GENERAL INFORMATION**

A. Proposal Preparation and Submission

All proposals must be made on the required forms prepared and executed fully and properly. Proposed prices shall be based on the selected proposer furnishing all labor, supervision, administration, incidentals, bonds, insurance, and any other services required to complete the work in strict accordance with this RFP. All fees and costs must be disclosed in the proposal. Proposers must submit a listing of any and all exceptions to this RFP. Suggested substitutions, printed forms, sample contracts etc. may be provided with the listed exceptions

Each proposal must be plainly marked on the exterior, "Janitorial Services for all Specified Wexford County Facilities." An official authorized to bind the firm to its provisions must sign all proposals and bid submission forms. To be considered a valid response to this RFP, the proposal must remain valid, and the price must be firm for at least one-hundred and twenty (120) days from the proposal opening date. Wexford County is not liable for any cost incurred by the firm prior to the issuance of a contract.

B. Right of Refusal

Wexford County reserves to its sole discretion the right to reject any or all proposals, to negotiate separately with any source whatsoever in any manner necessary to attend to the best interests of the County, to waive informalities or irregularities in any proposal and to accept a proposal which best meets the needs of the County, irrespective of the bid price.

C. Disclosure of Proposals

Proposals are subject to disclosure under the Michigan Freedom of Information Act (Act 442, P.A. 1976, as amended, being MCL 15.231 through 15.246). After a contract award, a summary of total price information for all proposals will be furnished upon request.

D. Independent Price Determination

By submitting a proposal, you certify, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal:

- i. The prices in its proposal have been determined independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposing party or with any other competitor;
- ii. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposing party and will not be knowingly disclosed to any competitor; and
- iii. No attempt has been made or will be made by the proposing party to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- iv. The price quoted is not higher than that given to the general public for the same service

E. Conflict of Interest

By submitting a proposal, you certify, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal that he/she has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under any subsequent agreement with respect to this RFP. If at any time during the bidding process or subsequent contractual period, an actual or potential conflict of interest arises, the Proposer shall immediately disclose in writing the conflict of interest to the County.

The County reserves the right to immediately terminate in writing to the Contractor any subsequent agreement where, in the reasonable judgment of the County, such conflict poses a material conflict to the performance of the Contractor's obligations under the agreement; such termination of the agreement shall be effective upon the receipt of such notice by the Contractor

III. CONTRACT REQUIREMENTS

A proposal in response to an RFP is an offer to contract with the County based upon the terms, conditions, scope of work and specifications contained in this RFP. The County reserves the right to negotiate further with one or more responsible and responsive proposers. The content of the RFP and the successful proposer's proposal will become an integral part of the contract but may be modified by the provisions of the contract. The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the county be utilized. The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County. A valid and

enforceable contract exists when an agreement is fully executed between the parties.

However, by submission of proposals pursuant to this RFP, proposers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP, including those set forth in this Article, or subsequently during the selection process.

A. Nondiscrimination Clause

The Proposer who is selected as the Contractor, as required by law shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.) The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated there under.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

B. Compliance with the Law

The Proposer who is selected as the Contractor shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

C. Independent Contractor

The Proposer who is selected as the Contractor shall be an independent contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments

D. Choice of Law and Venue

Any agreement resulting from this RFP shall be construed according to the laws of the State of Michigan. The County and Contractor agree that the venue for any legal action under this agreement shall be the County of Wexford, State of Michigan. In the event that any action is Ingham County Request for Proposals for Janitorial Services in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District – Southern Division.

E. Insurance Requirements

The Proposer who is selected as the Contractor be required to provide a at its own expense and maintain public and professional liability, property damage, and worker's compensation insurance protecting, as they may appear, the interests of all parties to any agreement that may result from this RFP. The firm is responsible for insuring the protection of all persons and property at all times. The successful bidder prior to contract

execution must provide documentation of the above insurance. Wexford County must be included as a separate named insured. The vendor will be required to furnish the County with appropriate certificates of insurance prior to commencement of any work associated with any contract.

The effective dates and expiration dates of all policies should coincide with the term of the contract. If any of the insurance expires during the contract period, it will be necessary for a current certificate of insurance to be issued and filed with the County. Wexford County's minimum insurance requirements are as follows:

Commercial general liability insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$1,000,000 aggregate for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate. The limit may be higher depending upon the hazard involved, subject to review and recommendation of the County's licensed insurance counselor. Coverage is to include, but is not limited to premises, operations, products and/or completed operations, personal injury and contract liability.

- i. Automobile liability including statutory no-fault coverage, including all owned, non-owned, and hired autos within limits of a minimum of \$1,000,000. The limit may be higher depending upon the hazard involved, subject to review and recommendation of the County's insurance counselor.
- ii. Worker's Compensation and Employers' Liability if the selected firm hires one or more persons or currently has employees. If the selected firm does not have any employees, an affidavit must be filed with the County stating that the firm has no employees and will not hire any while working for Wexford County as a vendor or a subcontractor, etc. In addition, a Certificate of Assumed Name must be filed with the County.

All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to the Wexford County Administrator's Office, 437 E. Division St. Cadillac, MI 49706. Failure to comply with these insurance requirements may result in contract termination or delay in receipt of funds. The vendor will be required to secure any/all necessary certificates and permits from municipal or other public authorities and comply with all licensing requirements and all federal, state and municipal laws, ordinances and regulations as may be required.

F. County Liability

Officers, agents and employees of Wexford County will not, in any manner, be liable for any loss or damage to any person or property connected to or resulting from any work done on this project. In addition, the selected firm agrees to indemnify, defend and save harmless, the County, its officers, agents and employees from any and all claims and losses accruing or resulting from the negligent performance of work as described in any agreement that results from this RFP. These same standards will apply to subcontractors of the selected firm. The County will be relieved from all risks of loss or to equipment or personnel, except when such loss or damage is due to the fault or negligence of the County.

G. PA 517 of 2012 Certification.

The Proposer who is selected as the Contractor certify that neither the Company, nor any of its successors, parent companies, subsidiaries, or companies under common control, is an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an “Iran linked business” during the course of performing the work under the Contract

IV. SPECIFICATION AND SCOPE OF SERVICES

Wexford County is seeking an individual(s) to furnish and maintain an adequate number of properly trained personnel to provide Janitorial Services for all Specified Facilities. This person or persons will be responsible for hiring their own team to run the facilities, and will be responsible for managing, and operating the service in an efficient and effective manner. The County will provide maintenance support and direction to the successful bidder through the Contract Compliance Inspector (CCI).

These services will be provided to Wexford County by a privately owned contractor who will accept all responsibility specified by contracts for providing the services specified for each identified facility. All interested parties to be considered qualified shall submit their proposal and bid submission form to **Wexford County Administration office on or before 9:00 a.m. no later than April 26, 2022.**

All personnel working within county facilities will be subject to county approval for security clearances. The County reserves the right to dismiss from the premises covered by this contract any Contractor’s employee whose conduct is improper, inappropriate, or offensive as determined solely by the County. Any employee so dismissed from working on this contract shall not be allowed to return to the premises without written consent from the County. Personnel not employed by the Contractor (including minors not employed by the Contractor) shall not be permitted on the work premises. All of Contractor’s employees must be fingerprinted and pass a background check; any Contractor employee with an active court case will not be permitted to work in any of the court facilities.

Contract term to be for 36 months with an option to renew for an additional 36-month period.

A. Scope of Work

The Scope of Work is expected to include, but not be limited to, the tasks identified in Exhibit A to this RFP. Exhibit A is a detailed list of the mandatory janitorial tasks, the frequency of each task, and the facility where the tasks shall be provided. It is the purpose of these specifications to ensure that all services and materials necessary to clean and keep clean all portions of the buildings are provided. It is understood that the highest possible standards of cleanliness are to be maintained.

While Exhibit A sets forth the Scope of Work anticipated by the County at this time, there is no guarantee by the County that this shall continue over the duration of the contract. The County reserves the right to add, modify, or delete tasks and facilities as necessary; any such action shall be formalized by a written amendment to the contract.

Addenda and Acknowledgement of Addenda

All substantive questions and answers resulting from the pre-submittal briefing and tour session shall be formalized and issued as a written addendum to this RFP. Only written addenda should be utilized by Vendors when preparing a response to this RFP. Vendors submitting proposals shall acknowledge

receipt of any addendum to this RFP by identifying such in the **Original Response Checklist**.

Basic Requirements

Equipment, Supplies, and Materials

The Vendor shall furnish all necessary equipment, materials, and supplies required in performing the janitorial tasks, including specialty cleaning and consumable supplies. The equipment must be of industrial type and supplies all of which must be approved in writing by the County.

Security

- a) The Contractor shall be responsible for all keys issued to all individuals. Keys shall not be left in doors, and employees are not under any circumstances to admit anyone to offices where they are working. Doors are not to be propped open at any time. All doors shall be closed, locked, and checked upon leaving offices that have been cleaned. The Contractor shall be responsible for setting all alarms and shall be responsible for any call-backs for not setting alarms properly.
- b) Employees of the Contractor shall not disturb papers on desks, open drawers or cabinets, use telephones or tamper with personal property.
- c) Employees of the Contractor shall report to the County Administrator anything out of the ordinary, such as doors unlocked, stopped toilets or drains, broken fixtures, lights out of order, etc.

Safety & Training

- a) Safety is the responsibility of the Contractor. All equipment and materials will be handled and operated safely per manufacturer recommendations and in accordance with all applicable codes, laws ordinances and regulations.
- b) Contractor is responsible for the training of all employees both initially and on-going as deemed critical to the effective operation of this contract.
- c) Contractor shall be responsible for the training of employees to be in compliance with OSHA regulations pertaining to blood borne pathogens, specifically as that standard relates to equipment, cleanup procedures and disposal.
- d) All containers must be labeled, and Material Safety Data Sheet (MSDS) must be maintained on site by the Contractor in compliance with Occupational Safety and Health Administration's (OSHA) Hazardous Communication Program

V. BID AWARD

It is the intention of the County to award a contract to the lowest responsive and most responsible proposer provided that the proposal has been submitted in accordance with the terms and conditions of the RFP and does not exceed the budgeted funds available. **It is currently anticipated that a decision will be made on or before Wednesday, May 4, 2022. The Wexford County Board of Commissioners and other boards and committees must approve the contract resulting from this solicitation. This process typically takes 3-4 weeks from the date the successful Contractor is identified**

Pre-Proposal Briefing Session and Tour

To assist those Vendors interested in submitting proposals for this RFP, the County Representative will be conducting a mandatory pre-proposal tour and review of the facilities on April 14, 2022, at 1:00 p.m.

To sign up for the mandatory Pre-Proposal Briefing and Tour Contact:

Megan Kujawa, Senior Executive Assistant

E-Mail: mkujawa@wexfordcounty.org

Phone: 231-779-9453



**WEXFORD COUNTY BID SUBMISSION FORM
JANITORIAL SERVICES FOR SPECIFIED COUNTY FACILITIES**

Firm Name Cadillac Janitorial Inc.

Address PO Box 622, 1351 Plett Rd. Cadillac, MI 49601 Phone (231) 468-9137

1. Pricing Sheet: Daily/Weekly All Facilities:

<u>Facility</u>	<u>Frequency</u>	<u>Est. Monthly Hours</u>	<u>Price Per Month</u>	<u>Annual Amount</u>
Wexford County Courthouse 437 E. Division St. Cadillac, MI 49601	Daily/Weekly Mon. - Fri.	318	\$ 7,770.00	\$ 93,324.00
Lake Street Facilities 401 North Lake St. Cadillac, MI 49601	Daily/Weekly Mon. - Fri.	191	\$ 4,662.00	\$ 55,944.00
District Health Department #10 521 Cobb St. A, Cadillac, MI 49601	Daily/Weekly Mon. - Fri.	127	\$ 3110.00	\$ 37,320.00
Annual Total			\$ 15,542.00	\$ 186,588.00

2. Pricing Sheet: Consumable Products & Supplies

<u>Facility</u>	<u>Annual Amount</u>
All Facilities – Consumable Products and Supplies	\$ 11,916.00

3. Pricing Sheet: Annual Grant Total

<u>Pricing Sheet</u>	<u>Annual Amount</u>
Total Pricing Sheet 1: Daily/Weekly All Facilities	\$ 186,588.00
Total Pricing Sheet 2: Consumable Products and Supplies	\$ 11,916.00
<u>Grand Total</u>	\$ 198,504.00

Signature of official authorized to bind the firm to the provisions of the RFP:

Carl Ouwinga

Carl Ouwinga Vice President Cadillac Janitorial Inc

Typed and printed name and title:

APRIL 22, 2022

April 22, 2022

Date

Please Note: The pricing is reflective of one extra VCT flooring strip and wax, one extra carpet cleaning,

Failure to complete this form may be considered grounds for elimination from the selection process.

adding in suites/offices, increase cost of consumables and the almost doubling of the labor costs.

**Security Awareness Acknowledgment for Personnel with only Physical Access to
Physically Secure Locations**

I, _____ have read the following, or have had it read and explained to me, and understand and agree that:

My duties require me to work or be present in areas where Criminal Justice Information (CJI) may be seen. I realize that this information is sensitive in nature and will not discuss or reveal any CJI to anyone.

CJI refers to state and federal criminal justice data, which may include case/incident information, identity information (including fingerprints and other forms of biometric data), and property (such as vehicle or firearm) data.

Access to or use of CJI (such as viewing, reading, copying, sharing) is strictly limited to official purposes, specifically the *administration of criminal justice*.

The term "administration of criminal justice" is defined in the CJIS Security Policy as:

"Administration of criminal justice" means the detection, apprehension, detention, pretrial release, post-trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. It also includes criminal identification activities; the collection, storage, and dissemination of criminal history record information; and criminal justice employment. In addition, administration of criminal justice includes "crime preventions programs" to the extent access to criminal history record information is limited to law enforcement agencies for law enforcement programs (e.g. record checks of individuals who participate in Neighborhood Watch or "safe house" programs) and results of such checks will not be disseminated outside the law enforcement agency.

My work-related duties, as defined by my employer and understood by me, do not in any way involve the administration of criminal justice, as defined above.

In the course of my work-related duties, I may see or learn of (as by hearing mention of) CJI.

Because I have no responsibility or authority for handling CJI, I will not access, use, view, copy, disseminate, or disclose (in writing or in conversation) CJI, nor will I take part in the physical destruction of CJI. I am aware that doing so would be considered misuse of CJI.

I further understand that misuse of CJI is not limited to situations in which the CJI is used by me or others for purposes or in a manner that could be punished under the criminal laws of the state or of the United States.

I acknowledge that misuse of CJI may subject me to administrative action (such as termination of employment or contract), civil penalties and/or criminal penalties.

I agree and commit that if I hear, see, or otherwise become aware of actual or potential misuse of CJJ, or of a situation that may cause or contribute to the misuse of CJJ, I will promptly report same to _____ (*insert agency designee.*)

I agree and commit that I will not allow, by action or inaction, the unescorted entry into any secure (protected) area by anyone who is not known to me to be authorized to enter such area.

I have read and understand the information above regarding the importance of protecting CJJ, and have asked and received a satisfactory answer to any questions I had concerning the duties and restrictions imposed on me with respect to CJJ.

Signature of Individual

Date

Company Employing the Individual

I hereby confirm that the above signed individual has read the above document (or had it read to him or her), and been given the opportunity to ask questions. I have answered any questions and/or clarified any issues he or she posed regarding information security requirements.

Signature of Criminal Justice Agency Representative

Date

Criminal Justice Agency

ORI

BOARD OF COMMISSIONERS AGENDA ITEM

FROM: Finance Committee
FOR MEETING DATE: May 18, 2022
SUBJECT: Stellar Services Inmate Broadcast Agreement

SUMMARY OF ITEM TO BE PRESENTED:

Back in March, the Board approved an agreement with Stellar Service for Inmate phones. The agreement is slated to start on May 28, 2022. It was discovered that the previously approved agreement did not include an inmate broadcast system for information to be disseminated to inmates in the jail. The purchase of this broadcast system will allow administrative staff to provide inmates and visitors of the front office lobby to receive important information regarding visitation, policy updates, deposit information, etc.

The broadcast system will provide ten, 40-inch-colored televisions, ten broadcast devices, one-year annual license, and campaign design services. The annual license renewal fee will cost \$2,000. Attached is the quote from Stellar Services, LLC for your review along with the program brief provided for the features and benefits for the program.

The funds for this purchase will be procured from the inmate commissary fund.

RECOMMENDATION:

The Finance and Appropriations Committee forwards a recommendation to the full board to approve the proposal from Stellar Services Agreement for the CIDNET broadcasting system, and to authorize the Chairman to sign on behalf of the County.



Proposal for cidnet
Broadcasting
Wexford County
Sheriff's Office



May 2, 2022



STELLAR Services, LLC

May 2, 2022

Wexford County Sheriff's Office
Sheriff Trent Taylor
1015 Lincoln Street,
Cadillac, MI 49601

Dear Sheriff Taylor,

It is with great pleasure that we are providing the enclosed proposal for your consideration for the Wexford County Sheriff's Office cidnet Content Broadcasting. It is the intention of Stellar Services, LLC to demonstrate to you that we are the company that can supply you with a seamless system.

There are many items that will make this a great experience for the Wexford County Sheriff's Office cidnet Content Broadcasting on many levels. Our experience and knowledge in this industry allow us the ability to provide the type of service expected as a valued client of Stellar Services, LLC. We are committed to service excellence everyday, and we provide our customers with solutions through integrity, trust and innovation. We believe and understand that communication, solid technology, stable pricing and overall ease of operation of this system are the key components to success.

As part of our proposal we are proud to offer:

- Affordable, reliable, secure inmate communications.
- Competitive commission structures.
- Trained professional staff and leadership.
- Seamless integration with your other technology vendors.

We appreciate the opportunity to present this proposal to the Wexford County Sheriff's Office, and if you should have any questions, please feel free to contact me directly. This proposal will be honored for 120 days.

Sincerely,

Levell Coppage,
Regional Account Manager

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About Stellar Services, LLC

Stellar Services, LLC is a full service provider of Inmate Banking Software, Commissary Services, CIDNET Inmate Voice Phones and Pod Kiosks, offering CIDNET video visitation and email.

Stellar Services, LLC is not your typical inmate commissary and communications company. ***We're about service.*** Each of our customers receives the kind of service that is the cornerstone of the American business philosophy.

Stellar Services, LLC started in February 2001, and has achieved remarkable success, growing to be one of the largest commissary and communication companies in the area. Integrity, honesty and commitment are held to the highest standard, creating a mix of successful ingredients for our customers.

The team at Stellar Services, LLC will tailor our services to meet the specific needs and objectives of each customer.

As a company, Stellar Services, LLC has taken great pride in our outstanding customer service record and is committed to continuing this in our everyday business practice. Our customers have expressed their satisfaction regarding our service and are more than willing to share their experience with you.

CIDNET CONTENT BROADCASTING

Digital Bulletin Boards for Jails

Every facility has the same problem: How do you make people read the cluttered bulletin boards that line the walls of your hallways? The truth is you can't. Paper is just boring.

And what happens when the rules change, and the paper postings become out-of-date? Then you have to send a staff member all throughout your facility, collecting these sheets and hanging up the revised versions. Ever wish you could just click a button to do all that work for you?

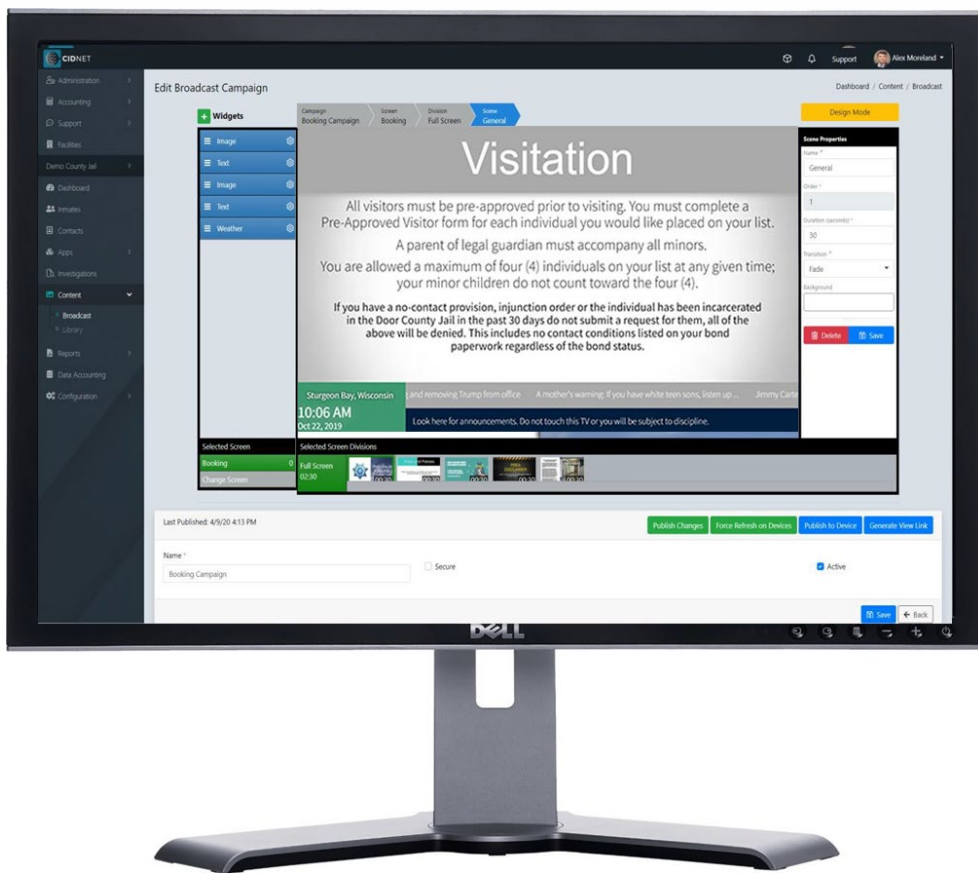
CIDNET Broadcast helps facilities wake up from this compliance communications nightmare. Let our graphics team manage the content being displayed in your facility. Your handbooks, schedules, reminders and resources belong on beautiful 50-inch LCD TVs, not pinned to a corkboard.

Web-Based Content Management

As soon as information changes, it can be updated on CIDNET Broadcast. The web-based design studio allows personnel to create and modify content quickly, ensuring that everyone stays on the same page. You can create as many different display campaigns as you like, and access them all within the same software you use to monitor video visitations and process inmate forms. No fussy editors or specialized programs required.



Manage campaigns with easy-to-use software.



A-Pod



B-Pod



C-Pod



Max Unit



Work Release



Each TV needs a Broadcast Device

Connects via HDMI

Requires DC Power

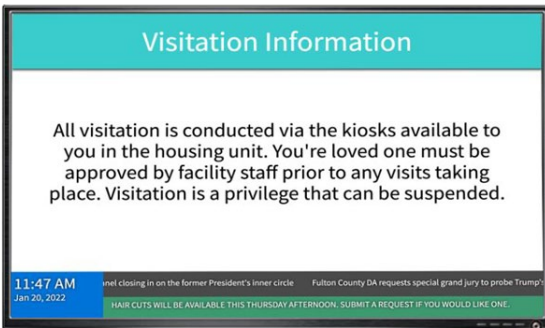
Wi-Fi or ethernet

USB Keyboard to Connect

Stores the Last Campaign



Why Content Broadcasting?



Eliminate Paper Clutter Limit Liability by Publishing Policies 24/7



Easily Disseminate Information

Monetize with Ads

Implementation Process



Pricing

Broadcast Device: \$100 (required for each TV)

32" Display: \$200

40" Display: \$300

50" Display: \$400

Display Includes was mount, HDMI cable, Power Cable

Campaign Set Up Services: \$500

Annual License: \$200 per Broadcast Device per Year



Content Broadcasting Quote

Thank you for your interest in the CIDNET Content Broadcasting system!

To proceed with the purchase please provide a signature and return a copy via email to the Stellar Services, LLC contact email listed below. Once signed, an invoice will be emailed to you for the Subtotal listed below. On the Anniversary of Effective Date, an invoice will be submitted to you for the Annual License Payment. Please review the Terms of Service on the following page prior to acceptance.

Submitted To:

Wexford County Sheriff’s Office
1015 Lincoln Street, Cadillac, MI 49601
Sheriff Trent Taylor

Submitted By:

Stellar Services, LLC.
301 Business Park Circle, Stoughton, WI 53589
Levell Coppage

Name	Unit price	Quantity	Description	Amount
40" Broadcasting Package	\$300.00	10	Includes 40" TV. Tilting Wall Mount, Broadcast Device, HDMI Cable, and DC Power Cable	\$3000.00
Broadcast Device	\$100.00	10	Plug-and-play device, HDMI Cable, DC Power Cable	\$1000.00
Year 1 - Annual Device License	\$200.00	10	Year 1 annual license payment for access to the CIDNET Platform.	\$2000.00
Campaign Design Services	\$500.00	1	Service of collecting content from the facility and creating campaigns to be displayed on Content Broadcasting TVs.	\$500.00

Subtotal Due Upon Signature (Net 30): \$6,500
Annual License Payment: \$2,000

Terms of Service

SCOPE OF SERVICES: The Wexford County Sheriff's Office, hereafter referred to as "PARTICIPANT", desires to obtain STELLAR SERVICES, LLC CIDNET Content Broadcasting System. This agreement will become effective when an authorized representative from both parties have signed it.

HARDWARE WARRANTY: PARTICIPANT gains full ownership of all hardware, purchased from STELLAR SERVICES, LLC upon delivery FOB Destination. STELLAR SERVICES, LLC shall warrant and if necessary replace hardware purchased from STELLAR SERVICES, LLC in the event of malfunction for a period of one year. PARTICIPANT absolves STELLAR SERVICES, LLC of any responsibility for personal injury or death due to the installation of the Content Broadcasting Equipment.

ANNUAL DEVICE LICENSE: PARTICIPANT will annually purchase a Device License from STELLAR SERVICES, LLC for the operation of the CIDNET Content Broadcasting System and Software, The Annual Device License will include web-based software used to manage the information displayed on each Content Broadcasting TV, unlimited content storage, unlimited software users, remote support in the event of software related issues, or if training is required for new employees. The terms of this agreement will be extended by a period of one (1) year each time the Annual Device License Payment has been received from PARTICIPANT to STELLAR SERVICES, LLC.

CAMPAIGN DESIGN SERVICE: A, "Campaign" is defined as a collection of information, created and designed in the CIDNET Software, and displayed on a Content Broadcasting TV. Upon execution of this agreement, PARTICIPANT will gather and submit to STELLAR SERVICES, LLC, any documents and/or information that is to be included in a campaign. STELLAR SERVICES, LLC will then provide Campaign Design Services creating and designing campaigns in the CIDNET Software. Once the campaigns have been created, PARTICIPANT will receive training to learn how to navigate the software and make changes to campaigns. STELLAR SERVICES, LLC reserves the right to charge PARTICIPANT additional fees for Campaign Design Services, should the required time spent by STELLAR SERVICES, LLC exceed ten (10) hours of labor for the purpose of creating campaigns, STELLAR SERVICES, LLC will notify the PARTICIPANT of any additional cost that may be incurred prior to services being performed. As long as this agreement remains in effect, STELLAR SERVICES, LLC will complete any edits, revisions, or changes to campaigns as directed by and on behalf of the PARTICIPANT, within a reasonable amount of time agreed upon by both parties. STELLAR SERVICES, LLC will request written or verbal notice of approval from PARTICIPANT, prior to the publication of any new campaign updates.

Terms of Service Continued

INSTALLATION DETAILS: The PARTICIPANT is responsible for the following:

- The electrical outlet availability at the location of each Content Broadcasting TV
- The internet connection to support the operation of the Content Broadcasting System
- A wired or wireless network to support the operation of the Content Broadcasting System
- The submission of the content and information needed by STELLAR SERVICES, LLC to complete the Campaign Design Service.

Stellar Services will be responsible for the following:

- The physical installation of the Content Broadcasting Equipment purchased from STELLAR SERVICES, LLC, to be installed in the facility

ACCEPTANCE: Both parties agree to the terms of this agreement.

WEXFORD COUNTY SHERIFF'S OFFICE

STELLAR SERVICES, LLC

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

MISSION STATEMENT

“Establish a credible dialogue with our clients to provide solutions for their complete satisfaction.”

The Stellar Services Philosophy:

Every staff member of the Stellar Services, LLC team is dedicated to achieving and exceeding our client's operational goals through our unique approach. Through our commitment to serve, we will go above and beyond our client's expectations for their complete satisfaction.

Stellar Services, LLC success in the correctional industry and the success of the facilities we serve reflects the vision and values that support our professional practice. These values underlie all of our operations, services, and programs.

Stellar People

People are Stellar Service's, LLC greatest asset. Their expertise, understanding and commitment enable us to anticipate and exceed our clients' expectations. We invest in their training. We teach them how to respond in proactive, creative and cost effective ways.

Stellar Service

We build our success on lasting relationships with each of our customers by anticipating and meeting the needs of their population quickly, efficiently and consistently. As your needs change, we evolve with you. Whether it is quality standards or enhancing safety, we constantly measure and assess our policies and procedures, so that we keep your operation running at high performance.

Stellar Results

Our high quality standards and professional integrity have enabled Stellar Services, LLC to emerge as a leader in essential support services for correctional facilities. Every Stellar Service customer benefits from the market leadership we have established over the past years.

From the owners of Stellar Services, Thank You for taking the time to review what we feel are the best service and product packages available in the industry.