



Joe Moss
Chairperson

Sylvia Rhodea
Vice-Chairperson

To All Ottawa County Commissioners:

The Ottawa County Board of Commissioners will meet on **Tuesday, June 13, 2023 at 9:00 AM** for the regular June meeting of the Board at the Ottawa County Fillmore Street Complex in West Olive, Michigan and via Zoom and YouTube.

The Agenda is as follows:

1. Call to Order by the Chairperson
2. Prayer and Pledge of Allegiance
3. Roll Call
4. Correspondence
 - A. GCSI Update, Bob DeVries
5. Public Comment
6. Approval of Agenda
7. Consent Resolutions:

From the County Clerk/Register

- A. Board of Commissioners Meeting Minutes
Suggested Motion:
To approve the minutes of the [May 23, 2023](#) Board of Commissioners meeting.
- B. [Correspondence Log 499](#)
Suggested Motion:
To receive for information the Correspondence Log.

From the Planning and Policy Committee

I. Ottawa Sands Phase One Change Order #1

Suggested Motion:

To approve Change Order #1 for the Ottawa Sands Phase One construction contract.

From the Finance and Administration Committee

J. Accounts Payable for April 24, 2023 through May 26, 2023

Suggested Motion:

To approve the general claims in the amount of \$16,190,480.85 as presented by the summary report for April 24, 2023 through May 26, 2023.

K. Flooring at the Fillmore Administration Building

Suggested Motion:

To approve a contract with River City Flooring, Inc. for flooring installation at the Fillmore Administration Building in the amount of \$142,495.89.

L. Virtual Chief Information Security Officer

Suggested Motion:

To approve a 3-year agreement with Naya Group LLC. The total 3-year cost is \$122,900.

M. FY2024 Michigan Department of Corrections Plan and Application

Suggested Motion:

To approve the FY2024 Michigan Department of Corrections Plan and Application.

N. Grant from the Michigan Department of Environment, Great Lakes, and Energy (EGLE)

Suggested Motion:

To approve a \$1 million grant from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

O. St. Francis Contract

Suggested Motion:

To approve a contract with St. Francis to conduct a food choice survey related to their food pantry redesign, in the amount of \$5,000.

P. Administrator's Office Personnel Request

Suggested Motion:

To approve a proposal to change one, 1.0 FTE full-time, benefited Communications Manager position at universal paygrade 12 to a Communications Director at universal paygrade 15 for a total cost of \$20,353.

Q. [Community Action Agency Personnel Request](#)

Suggested Motion:

To approve a proposal to change one Assessment & Eligibility Specialist at .75 FTE and universal paygrade 5 to a Grant & Development Coordinator at 1.0 FTE at a universal pay scale 10 for a total cost of \$34,809.

R. [Clerk/Register of Deeds Personnel Request](#)

Suggested Motion:

To approve a proposal to change one, 1.0 FTE full-time, benefited Elections Coordinator position at universal paygrade 10 to an Elections Supervisor at universal paygrade 12 for a total cost of \$11,555.

S. [Clerk/Register of Deeds Personnel Request](#)

Suggested Motion:

To approve a proposal to upgrade the one, 1.0 FTE Full-time, benefited Chief Deputy Register of Deeds (Unclassified) position from a universal paygrade 13 to a universal paygrade 14 for a total cost of \$3,838.

T. [Facilities Department Reorganization](#)

Suggested Motion:

To approve the request to reorganize the Facilities Department at a cost of \$83,339 for Fiscal Year 2023.

U. [Community Mental Health Personnel Request Correction](#)

Suggested Motion:

To approve the correction of the Mental Health Prescriber position, at a total cost of \$5,327 paid for with CCBHC grant funds and Medicaid.

V. [Parks and Recreation Pay Increase Request for Stewardship Crew](#)

Suggested Motion:

To approve a request to increase the pay of the seasonal Stewardship Crew to a starting rate of \$16.8795 to attract talent at no additional cost for Fiscal Year 2023.

W. [FY23 Budget Adjustments](#)

Suggested Motion:

To approve the 2023 budget adjustments per the attached schedule.

8. Public Hearings: None

9. Agenda and Action Requests: None

10. Public Comment

11. Additional Business

A. Report from County Administrator

12. Adjournment at Call of the Chairperson

**PROPOSED
PROCEEDINGS OF THE OTTAWA COUNTY
BOARD OF COMMISSIONERS
MAY SESSION – SECOND DAY**

The Ottawa County Board of Commissioners met on Tuesday, May 23, 2023, at 6:32 p.m. and was called to order by the Chairperson.

The prayer was pronounced by Jim Jeffrey.

Sergeant John Knott led in the Pledge of Allegiance to the Flag of the United States of America.

Present at roll call: Gretchen Cosby, Lucy Ebel, Douglas Zylstra, Jacob Bonnema, Joe Moss, Kyle Terpstra, Rebekah Curran, Sylvia Rhodea, Roger Belknap, Allison Miedema.
(10)

Absent: Roger Bergman (1)

Correspondence

None.

Public Comments

Public comments were made by the following:

1. Milton Niewisma-Park Township
2. Laura Potgeter-Allendale Township
3. Timberlyn Mazeikis-Holland
4. John North-Spring Lake Township
5. Elizabeth Brubaker-Holland Township
6. Dena Arner-Holland Township
7. Susan Klooster-Spring Lake Township
8. Cindy Spielmaker-Grand Haven City
9. Seth Getz-Holland
10. Becky Steele-Georgetown Township
11. Joe Spaulding-Holland Township
12. Kate Leighton-Colburn-Holland
13. Susan Niemi-Filmore Township
14. Michael Baribeau-Grand Haven
15. Judy Bergman-Hudsonville City
16. Sally Lamer-Holland Township
17. Kaye Sumners-Crockery Township
18. Ken Schwallier-Wright Township
19. Joe Johnson-Zeeland Township
20. Valerie Martin-Grand Haven City

21. Joel Buck-Georgetown Township
22. Christina Strait-Grand Haven
23. Monique Hanson-Spring Lake Village
24. Dan Zimmer-Port Sheldon Township
25. Aden Scripsema-Georgetown Township
26. Dr. Brian Stork-Spring Lake Township
27. Jacob Welch-Grand Haven
28. Aaron Compagner-Jamestown Township
29. Julia Davey-Robinson Township
30. Mary Moore-Holland Township
31. Kendra Wenzel-City of Hudsonville
32. Joel Studebaker-Jamestown Township
33. Brenda VanderMeulen-Holland Township
34. Cindy Kornoelje-Tallmadge Township

Chairperson Moss declared a recess at 8:05 p.m.

Chairperson Moss called the meeting back to order at 8:17 p.m.

35. Stephen Rockman-Grand Haven Township
36. Darlene Dykstra-Georgetown Township
37. Donna Mooney-Georgetown Township
38. Joe Murray-Holland City
39. Deb Cizek-Port Sheldon Township
40. Katie Staroba-Park Township
41. Rebecca Patrick-Allendale Township
42. Thom Parker-City of Zeeland
43. Jeff Westendorp-Holland
44. Michael Kuras-Spring Lake Township
45. Barbara Rowe-Grand Haven
46. Louann Werksma-City of Grand Haven
47. Harvey Nikkel-Georgetown Township
48. Janet Joiner-City of Ferrysburg
49. Don Sheill-Port Sheldon Township
50. Jessica Sifnotis-Georgetown Township
51. Kim Nagy-Georgetown Township
52. Donovan Monte Gomez-Holland Township
53. Sheila Dettloff-Holland Township
54. Melanie Scholten-Park Township
55. Don Dykstra-Georgetown Township
56. Mark Hills-City of Grand Haven
57. Scott Tiedgen-Grand Rapids
58. Jackie Laughlin-Grand Haven Township
59. Karin Grotenhuis-City of Zeeland
60. Roger Williams-City of Grand Haven

61. John DeBlaay-Georgetown Township
62. Ryan Cotton-City of Grand Haven
63. Lynn Kobes-Holland
64. Greg Todd-Crockery Township
65. Kristen Hintz-Park Township

Chairperson Moss declared a recess at 9:44 p.m.

Chairperson Moss called the meeting back to order at 10:02 p.m.

66. Laurie Vanthof- City of Holland
67. Ryan Anderson-Chester Township
68. Kim Zeitter-Tallmadge Township
69. Gail Berner-Holland Township
70. Bob Monetza-City of Grand Haven
71. Charity McMaster-Spring Lake Village
72. Robert Hamilton-City of Holland
73. Cheryl Marie-New Buffalo Township
74. Barbara Lee VanHorsen-City of Grand Haven
75. John Scheid-Allendale Township
76. Karen Obits-Spring Lake Township
77. Joseph Parnell McCarter-Georgetown Township
78. Sara Westhuis-Georgetown Township
79. Jim Kuiper-Holland Township
80. Cindy Mushroe-Spring Lake Township
81. Minister Bendr Bones-Holland
82. Steve Steffes-Polkton Township
83. Edna Montelongo-Holland
84. Virginia Greenlee-Laketown Township
85. Rachael Heemstra-Holland
86. Derek Owens-City of Holland
87. Michelle LeTarte-Park Township
88. David Morren-Allendale Township
89. Jillayne Wallaker-Park Township
90. Rich Dausman-Wright Township
91. Cathy Seaver-Allendale Township
92. Justine Robinson-Holland
93. Kathryn Curry-Port Sheldon Township
94. Mariann McNally-Grand Haven
95. Alpha Mansaray-Holland Township
96. Rick Ruprecht-Park Township
97. Malinda Pego-Muskegon County
98. Noel Watts-Zeeland
99. Kaylyn Milton-Park Township
100. Sidney Vasques-Grand Haven Township

101. Michael Emerick
102. Kristi Meppelink-Zeeland Township

Approval of Agenda

B/C 23-109 Rebekah Curran moved to approve the agenda of today.

The motion passed.

Consent Resolutions

B/C 23-110 Rebekah Curran moved to approve the following Consent Resolutions.

- A. To approve the minutes of the May 9, 2023, Board of Commissioners meeting
- B. To ratify all contracts for the period of February 1, 2023 to April 30, 2023 currently pending on the post-execution ratification list as authorized under Section IV(D)(2) of the Ottawa County Contracting Authorization and Form Policy.
- C. To receive for information the Ottawa County Sheriff's Office 2022 Annual Report.
- D. To receive for information the Ottawa County Department of Veteran Affairs 2022 Annual Report.

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

Public Hearings

None.

Agenda and Action Requests

B/C 23-111 Sylvia Rhodea moved to approve a resolution affirming Ottawa County's commitment to protecting Constitutional freedoms.

The motion passed by the following votes: Yeas: Gretchen Cosby, Jacob Bonnema, Kyle Terpstra, Allison Miedema, Rebekah Curran, Lucy Ebel, Roger Belknap, Sylvia Rhodea, Joe Moss. (9)

Nays: Douglas Zylstra (1)

B/C 23-112 Doug Zylstra moved to amend the resolution and strike paragraphs 1-14 and replace with the following: Whereas, the Ottawa County Board of Commissioners swore an oath to uphold the Constitutions of the United States and the State of Michigan at their January 3rd Organizational Meeting. Therefore, let it be resolved that Ottawa County and the Ottawa County Board of Commissioners pledge to continue their commitment to support and uphold both the US and Michigan Constitutions in their entirety, as

interpreted by their respective judiciary and thus ensure that Ottawa County is a place where all our constitutional freedoms are both honored and respected.

Motion fails for lack of a second.

B/C 23-113 Allison Miedema moved to approve a resolution honoring the role of the fallen, veterans, and those in active military service in preserving our freedom.

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

Committee Reports

A. Ottawa County Sheriff's Office 2022 Annual Report-Sheriff, Steve Kempker presented the 2022 Ottawa County Sheriff's Office Annual Report.

B. Ottawa County Department of Veterans Affairs 2022 Annual Report-Loren Snippe presented the 2022 Ottawa County Department of Veterans Affairs Annual Report.

Public Comment

1. David Barnosky-Port Sheldon Township
2. David Morren-Allendale Township
3. Mary Bockheim-Tallmadge Township
4. Virginia Greenlee-Park Township
5. Aaron Compagner-Jamestown Township
6. Kristen Hintz-Park Township

Online Public Comment

1. Joe Spaulding-Holland Township

Additional Business

A. Report from County Administrator-The County Administrator's report was presented.

Adjournment at Call of the Chairperson

The Chairperson adjourned the meeting on Wednesday, May 24, 2023, at 2:06 a.m.

JUSTIN F. ROEBUCK, Clerk/Register
Of the Board of Commissioners

JOE MOSS, Chairperson
Of the Board of Commissioners

Action Request



Committee: Board of Commissioners

Meeting Date: 06/13/2023

Requesting Department: County Clerk/Register of Deeds

Submitted By: Renee Kuiper

Agenda Item: Correspondence Log 499

Suggested Motion:

To receive for information the Correspondence Log.

Summary of Request:

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal: Goal 3: To Maintain and Enhance Communication with Citizens, Employees, and Other Stakeholders.

Objective: Goal 3, Objective 4: Evaluate communication with other key stakeholders.

Administration:  Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date:

Search Results Title:

-
- Correspondence From: JOHN ROACH - MAY 25, 2023 - 5/26/2023
 - Correspondence From: INGHAM COUNTY BOC - MAY 23, 2023 - 5/25/2023
 - Correspondence From: LENAWEE COUNTY BOC - MAY 10, 2023 - 5/19/2023
 - Correspondence From: ALGER COUNTY BOC - APRIL 10, 2023 (2) - 5/4/2023
 - Correspondence From: ALGER COUNTY - APRIL 10, 2023 (4) - 5/4/2023
 - Correspondence From: ALGER COUNTY BOC - APRIL 10, 2023 - 5/4/2023
 - Correspondence From: ALGER COUNTY BOC - APRIL 10, 2023 (3) - 5/4/2023
 - Correspondence From: LIVINGSTON COUNTY BOC - APRIL 26, 2023 - 5/2/2023
-

Total Documents : 8

Total Processing Time : 0 Hours, 0 Minutes, 1 Seconds

Action Request

Electronic Submission – Contract # 1951



Committee: BOARD OF COMMISSIONERS

Meeting Date: 6/13/2023

Vendor/3rd Party: APEX CONTRACTORS, INC.

Requesting Department: PARKS AND RECREATION

Submitted By: CURT TERHAAR

Agenda Item: OTTAWA SANDS PHASE ONE CHANGE ORDER NO. 1

Suggested Motion:

To approve Change Order No. 1 for the Ottawa Sands Phase One construction contract.

Summary of Request:

Ottawa County entered into a contract for construction of the first phase of improvements at Ottawa Sands County Park in November of 2022. Since that time, parks staff have worked with our consultant and local jurisdictions and recommend several revisions to the plans and specifications that impact the final cost of the project as detailed in this change order. These changes have already been accounted for in the project budget. The main changes are as follows:

1. Construction of a barrier-free kayak launch and renovation of an existing building into an office and welcome center including utilities, parking, and various amenities were added back into the project. These items had been included in the original project bid but were excluded due to budget constraints. Additional grant funding secured since that time now allows these key components of the phase one plan to be implemented. This amounts to \$308,000 of the total change order amount.
2. During final permitting and plan approval by the City of Ferrysburg, it was determined that new water main, fire hydrants, road improvements, and other changes would be required to provide adequate first responder and fire access in order to ensure a prompt response in the case of an emergency. This replaces the original plan of a less expensive system of wells to provide water to the park facilities. Although more expensive initially, the water main will reduce operational costs as well as provide a future cost savings for construction projects which will now have access to public water. These costs totaled \$242,500.
3. Several other changes were made to offset these additions without impacting the overall quality of the final project.

Financial Information:

Total Cost: \$528,758.42

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Administration:

Recommended by County Administrator:

5/30/2023 10:43:53 AM

Committee/Governing/Advisory Board Approval Date: 6/6/2023



Contract Administration

G701 Change Order

Distribution List:

Owner X
 Architect X
 Contractor X
 Field
 Other

PROJECT (Name and address):
 Ottawa Sands County Park - Phase 1, Bid Package #1
 18153 North Shore Road, Ferrysburg, Michigan 49456

CHANGE ORDER NUMBER: 1

DATE: 17 April 2023

TO CONTRACTOR (Name and address):
 APEX Contractors, Inc.
 54101 27th Street
 Dorr, Michigan 49323

ARCHITECT'S PROJECT NUMBER: 2201

CONTRACT DATE: 22 November 2022

CONTRACT FOR: General Construction Services

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

1. Per PR #1 Write-up, attached

\$528,758.42
 TOTAL ADD \$528,758.42

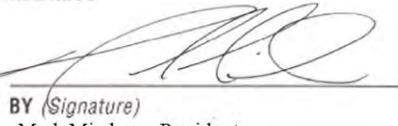
The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 3,539,000.00
The net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 3,539,000.00
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 528,758.42
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$ 4,067,758.42
The Contract Time will be (increased) (decreased) (unchanged) by <u>zero</u> (0) days.	
The date of Substantial Completion as of the date of this Change Order therefore is <u>October 1, 2023</u>	

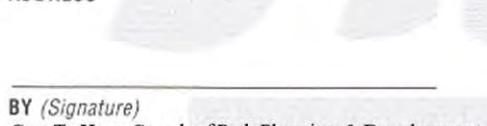
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

VIRIDIS Design Group
ARCHITECT (Firm name)
1430 Monroe Ave NW, Grand Rapids, MI 49505
ADDRESS

 BY (Signature)
Trevor Bosworth, Principal
 (Typed name)
4/17/2023
DATE

APEX Contractors, Inc
CONTRACTOR (Firm name)
4101 27th Street, Dorr, MI 49323
ADDRESS

 BY (Signature)
Mark Miedema, President
 (Typed name)
4/21/23
DATE

Ottawa County Parks & Recreation Commission
OWNER (Firm name)
12220 Fillmore Street, West Olive, MI 49460
ADDRESS

 BY (Signature)
Curt TerHaar, Coord. of Park Planning & Development
 (Typed name)
DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures changes will not be obscured.

3/10/2023

Ottawa Sands County Park

Phase 1 - Bid Package #1

PROPOSAL REQUEST #1

#	Add Item	Quantity	Unit	Unit Price	Total
1	All scope items originally removed from base bid	1	LS	\$ 308,000.00	\$ 308,000.00
2	Asphalt Paving Type 2 Welcome Center (161 sy) Fire Hydrants (143 sy)	304	SY	\$36.57	\$ 11,117.28
3	Net Add for revised water system per plans including 8" water main, fire hydrants, bends, air release valve, 2" & 1 1/4" service lines, (1) 1 1/2" & (1) 3/4" meters, backflow preventers, and all required valves, earthwork, and testing	1	LS	\$ 175,312.00	\$ 175,312.00
4	6" Reinforced Concrete	1910	SF	\$ 8.77	\$ 16,750.70
5	Gravel Fire Access Drive	13509	SF	\$ 2.86	\$ 38,635.74
6	Duplex Pump Lift Station for Grand Treehouse	1	EA	\$ 24,480.00	\$ 24,480.00
7	Bike Loop Discontinuation and Upcharge	1	LS	\$ 1,448.00	\$ 1,448.00
8	Ferrysburg Plan Review Fee	1	LS	\$ 3,795.00	\$ 3,795.00
9	Yurt Beam Change to 4x8 from 4x6	1	LS	\$ 1,650.00	\$ 1,650.00
10	Water Harvesting System + Infiltration Basin	0	LS	\$ -	\$ -
11	Treehouse Clearing	1	LS	\$ 2,900.00	\$ 2,900.00
12	Electrical Price Increases	1	LS	\$ 92,284.00	\$ 92,284.00
13	Door frame and hardware changes due to Knight Watch supply and install	1	LS	\$ 5,325.00	\$ 5,325.00
Add Subtotal					\$ 681,697.72

#	Deduct Item	Quantity	Unit	Unit Price	Total
1	Chips & Fines Surfacing	-7,804	SF	\$2.85	\$ (22,241.40)
2	Asphalt Paving Type 1	-161	SY	\$17.00	\$ (2,737.00)
3	4" Concrete	-1,271	SF	\$6.50	\$ (8,261.50)
4	Omit concrete add wood post foundations for yurt yillage boardwalks and decks	-1	LS	\$ 18,400.00	\$ (18,400.00)
5	Deduct 278.6 lf of guardrail and add 278.6 lf of tent pad 6x6 timber edging	-1	LS	\$ 6,077.00	\$ (6,077.00)
6	Yurt HVAC switch to Bryant	-1	LS	\$ 4,000.00	\$ (4,000.00)
7	Omit Blow Down Pit Per sheet C5.7 and C7.1/Detail 6	-1	LS	\$ 4,233.00	\$ (4,233.00)
8	Electrical Cost Savings	-1	LS	\$ 77,318.00	\$ (77,318.00)
9	Changes to Toilets/Carriers	-1	LS	\$ 4,100.00	\$ (4,100.00)
10	Omit 2" chips & fines from gravel fire access drive at parking lot turn around	-6260	SF	\$ 0.89	\$ (5,571.40)
Deduct Subtotal					\$ (152,939.30)

Total Add - Total Deduct = Net Project Cost Change \$ 528,758.42

* Watermain price inc. EJIW Fire Hydrants, EBAA Series 1600 Bell Restraint Harness

** City of Ferrysburg extending 8" C900 watermain to ROW, cost not included.

COUNTY OF OTTAWA

By: _____
Joe Moss, Chairperson
Board of Commissioners

Date: _____

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

Date: _____

APEX Contractors, Inc

By: See above

(Signature)

Date _____

Printed Name

Title

Action Request



Committee: Board of Commissioners

Meeting Date: 06/13/2023

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: Accounts Payable for April 24, 2023 through May 26, 2023.

Suggested Motion:

To approve the general claims in the amount of \$16,190,480.85 as presented by the summary report for April 24, 2023 through May 26, 2023.

Summary of Request:

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

Financial Information:

Total Cost: \$16,190,480.85	General Fund Cost: \$1,562,792.89	Included in Budget:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

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

Administration: Recommended Not Recommended Without Recommendation
County Administrator: 

Committee/Governing/Advisory Board Approval Date:

Finance - 06-06-2023

Total CHECKS EFTs WIRES	
 Ottawa County <small>Where Freedom Rings</small>	Dates: April 24, 2023
	to May 26, 2023
	Total of all funds: \$16,190,480.85

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

\$16,190,480.85

3,303 INVOICES	16,190,480.85
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 Karen Karasinski
 Fiscal Services Director

5/31/23

 Date

 We hereby certify that the Board of Commissioners has approved
 the claims on Tuesday, June 20, 2023

 Joe Moss, Chairperson
 Board of Commissioners

 Justin Roebuck
 Clerk/Register of Deeds

Total CHECKS | EFTs | WIRES



Dates: April 24, 2023

to May 26, 2023

Total of all funds: \$16,190,480.85

2220	MENTAL HEALTH	\$4,627,843.23
1010	GENERAL FUND	\$1,562,792.89
6810	RETIRMENT BENEFITS	\$1,531,681.92
7010	TRUST & AGENCY	\$1,407,190.13
3690	OCBA-DEBT SERVICE FUND	\$1,297,550.00
6771	EMPLOYEE BENEFITS	\$1,124,271.46
2210	HEALTH FUND	\$887,809.94
3010	DEBT SERVICE	\$798,544.75
4020	CAPITAL IMPROVEMENT	\$716,289.55
2225	SUBSTANCE USE DISORDER	\$313,265.05
2221	COMMUNITY MENTAL HEALTH MILLAGE	\$255,700.05
6641	EQUIPMENT POOL	\$247,826.02
7040	IMPREST PAYROLL	\$226,076.24
1070	GENERAL FUND BOARD INITIATIVES	\$204,585.50
8010	DRAINS (Component Unit)	\$161,702.50
2180	OTHER GOVERNMENTAL GRANTS	\$138,417.03
2081	PARKS & RECREATION	\$122,160.70
6360	INNOVATION & TECHNOLOGY	\$77,000.21
2600	OFFICE OF PUBLIC DEFENDER	\$66,482.29
2272	LANDFILL TIPPING FEES	\$66,338.57
2920	CHILD CARE FUND	\$64,807.62
5160	DELINQUENT TAX FUND	\$55,197.67
7360	OPEB TRUST	\$45,149.77
2630	SHERIFF GRANTS & CONTRACTS	\$42,339.23
6550	TELECOMMUNICATIONS	\$24,098.27
2602	WEMET (SEPARATE ENTITY)	\$23,653.94
6770	PROTECTED SELF-FUNDED INSURANCE	\$23,145.92
2160	FRIEND OF THE COURT	\$16,904.27

Total CHECKS | EFTs | WIRES



Dates: April 24, 2023

to May 26, 2023

Total of all funds: \$16,190,480.85

0000	TREASURY FUND	\$14,457.89
6775	LONG-TERM DISABILITY INSURANCE	\$9,255.96
7015	JUVENILE COURT	\$8,378.25
6772	PROTECTED SELF-FUNDED UNEMPL INS.	\$7,331.75
6450	DUPLICATING	\$6,350.85
2901	DEPT OF HEALTH & HUMAN SERVICES	\$5,732.85
2340	FARMLAND PRESERVATION	\$4,375.00
2560	REGISTER OF DEEDS TECHNOLOGY	\$2,947.34
4690	BUILDING AUTHORITY CAPITAL IMPROVEMENT	\$2,826.24
8725	INLAND LAKE IMPROVEMENT	\$0.00
2550	HOMESTEAD PROPERTY TAX	\$0.00
8800	BROWNFIELD REDEVELOPMENT AUTHORITY (Component Unit)	\$0.00
1060	GENERAL FUND CELL TOWERS	\$0.00
5360	LAND BANK AUTHORITY	\$0.00
2271	GENERAL SOLID WASTE CLEAN-UP	\$0.00
2444	GENERAL FUND INFRASTRUCTURE	\$0.00
2570	GENERAL FUND STABILIZATION	\$0.00
2620	FEDERAL FOREITURE	\$0.00
2631	CONCEALED PISTOL LICENSING	\$0.00
2860	AMERICAN RESCUE PLAN ACT	\$0.00
2970	GENERAL FUND DB/DC CONVERSION	\$0.00
7210	LIBRARY PENAL FINE	\$0.00
8011	DRAINS-CAPITAL (Component Unit)	\$0.00
8020	DRAINS-REVOLVING (Component Unit)	\$0.00
8510	DRAINS-DEBT SERVICE (Component Unit)	\$0.00

Accounts Payable Disbursements
April 24 - May 26, 2023

VENDOR:	NET AMOUNT:
STATE OF MICHIGAN	\$ 2,008,710.55
MUNICIPAL EMPLOYEES RETIREMENT SYSTEM OF MICHIGAN	\$ 1,531,681.92
US BANK TRUST COMPANY NATIONAL ASSOCIATION	\$ 1,297,550.00
PRIORITY HEALTH	\$ 1,007,910.92
THE BANK OF NEW YORK MELLON	\$ 756,631.25
HERITAGE H.O.M.E. INC.	\$ 583,259.49
APEX CONTRACTORS INC	\$ 477,918.00
LAKESHORE REGIONAL ENTITY	\$ 355,492.50
PINE REST CHRISTIAN MENTAL HEALTH SERVICES	\$ 354,214.56
HARBOR HOUSE MINISTRIES	\$ 327,948.76
MOKA CORPORATION	\$ 327,706.60
ENTERPRISE FM TRUST	\$ 284,466.29
BEACON SPECIALIZED LIVING SERVICES INC	\$ 261,316.99
COMMUNITY LIVING NETWORK	\$ 242,555.44
OTTAWA COUNTY MICHIGAN INSURANCE AUTHORITY	\$ 218,849.50
GOOD SAMARITAN MINISTRIES	\$ 215,023.00
HOPE NETWORK BEHAVIORAL HEALTH SERVICES	\$ 205,385.86
FOREST VIEW HOSPITAL	\$ 172,043.03
REFUNDS	\$ 164,817.69
DELTA DENTAL PLAN OF MICHIGAN	\$ 149,713.27
REACH FOR RECOVERY INC	\$ 149,384.69
JP MORGAN CHASE	\$ 136,162.91
HOPE DISCOVERY ABA SERVICES LLC	\$ 136,160.37
SAMARITAS	\$ 105,307.97
GUARDIANTRAC LLC	\$ 101,410.53
PREFERRED EMPLOYMENT & LIVING SUPPORTS	\$ 96,552.15
TURNING LEAF RESIDENTIAL REHABILITATION SVCS INC	\$ 93,665.82
DENNY'S EXCAVATING INC	\$ 92,747.00
HOLLAND COMMUNITY HOSPITAL	\$ 83,064.49
FLATROCK MANORS INC	\$ 81,455.60
PRO CARE UNLIMITED INC	\$ 81,101.39
DEVELOPMENTAL ENHANCEMENT PLC	\$ 76,196.69
VITALCORE HEALTH STRATEGIES LLC	\$ 72,838.92
BERGMARK CONSULTING LLC	\$ 70,804.37
BOARD OF COUNTY ROAD COMMISSION	\$ 70,668.73
INTERPHASE OFFICE INTERIORS INC	\$ 70,591.77
POSITIVE BEHAVIOR SUPPORTS CORPORATION	\$ 69,900.75
ARBOR CIRCLE CORP	\$ 67,444.78
WALLOON LAKE RECOVERY LODGE LLC	\$ 58,640.34
EMPLOYEE REIMBURSEMENTS	\$ 54,641.50
PARK TOWNSHIP	\$ 53,018.72
WEB TECS INC	\$ 51,922.00
ZAWADI USA LLC	\$ 51,878.64
BUILD UP LLC	\$ 50,800.00
PENDOGANI GL LLC	\$ 50,758.11
TRAFFIC & SAFETY CONTROL SYSTEMS INC	\$ 50,596.25
EXTENDED GRACE	\$ 48,466.66

VENDOR:	NET AMOUNT:
WEX BANK	\$ 47,976.21
INDIAN TRAILS CAMP INC	\$ 47,407.32
INTERACTYX AMERICAS INC	\$ 46,503.82
CONSUMERS ENERGY COMPANY	\$ 45,966.80
EQUITABLE LEARNING SOLUTIONS	\$ 45,142.80
RANDALL G MEYER	\$ 45,048.79
COMMUNITY SPOKE	\$ 45,000.00
CHOICE ONE BANK	\$ 41,913.50
SAINT MARY'S HEALTH SERVICES	\$ 40,998.00
BETHANY CHRISTIAN SERVICES OF MICHIGAN	\$ 39,951.29
GRANICUS LLC	\$ 39,130.79
TED DESIGN LLC	\$ 38,137.29
CANTEEN SERVICES INC	\$ 36,917.16
RESTITUTION	\$ 36,117.13
ENVIRO CLEAN SERVICES INC	\$ 35,427.91
KALLMAN LEGAL GROUP PLLC	\$ 33,457.50
DR MATTHEW D CARR	\$ 32,250.00
INTEGRAL PARTNERS LLC	\$ 31,452.50
THE SALVATION ARMY TURNING POINT PROGRAMS	\$ 29,371.65
DEWPOINT INC	\$ 29,140.00
MARTIN R HILL	\$ 29,000.00
HAVENWYCK HOSPITAL	\$ 28,007.74
ADIA LLC	\$ 27,820.00
EBRIMA DRAMMEH	\$ 27,755.00
METROPOLITAN LIFE INSURANCE COMPANY	\$ 27,556.84
LA BENEDICTION CO LLC	\$ 26,913.20
ST JOHN'S HEALTH CARE PC	\$ 26,631.39
OTTAWA AREA INTERMEDIATE SCHOOL DISTRICT	\$ 26,400.00
CENTRIA HEALTHCARE LLC	\$ 26,317.71
TRELLIS PARTNERS, LLC	\$ 26,018.24
CORNERSTONE AFC LLC	\$ 25,707.30
BCA OF DETROIT LLC	\$ 25,485.00
PITNEY BOWES INC	\$ 24,300.00
ACCESSIBLE HOME DESIGN	\$ 24,200.00
HOLLAND BOARD OF PUBLIC WORKS	\$ 23,745.95
GOODWILL INDUSTRIES OF WEST MICHIGAN INC	\$ 23,503.59
CSM SERENITY	\$ 22,734.53
FULL CIRCLE CARE LLC	\$ 22,680.16
LARRY W AND JANET L DEAN	\$ 22,623.79
OTTAWA COUNTY CENTRAL DISPATCH	\$ 22,408.96
POLLY KAY STILLSON	\$ 21,752.60
SPICER GROUP INC	\$ 21,015.75
LAW OFFICE OF JULIE A. PAQUETTE, PLC	\$ 20,744.48
NETSMART TECHNOLOGIES INC	\$ 20,477.65
ROBERT VONK II	\$ 19,818.19
PROFESSIONAL REHABILITATION SERVICES INC	\$ 19,521.75
CITY OF GRAND HAVEN	\$ 19,116.88
BRAIN TREE MANAGEMENT INC	\$ 18,429.32
PHC OF MICHIGAN	\$ 18,200.00
THERAPY RESEARCH AUTISM CENTER, LLC	\$ 17,735.07
MERCY HEALTH PARTNERS	\$ 17,604.00
FAHEY SCHULTZ BURZYCH RHODES PLC	\$ 17,601.77
SEMCO ENERGY INC	\$ 17,327.30
HARBOR HUMANE SOCIETY	\$ 16,680.04
STEPHANIE HANSMA	\$ 16,666.76

VENDOR:	NET AMOUNT:
STUART T WILSON	\$ 16,592.33
BUILDING MEN FOR LIFE	\$ 16,506.22
LOCUMTENENS HOLDINGS LLC	\$ 16,095.22
CHERI LYNN WYNSMA	\$ 15,947.23
BELLEFEUIL, SZUR & ASSOCIATES	\$ 15,937.00
HERNANDEZ HOME LLC	\$ 15,744.10
VAV OPERATIONS MI LLC	\$ 15,652.50
ACORN HEALTH LLC	\$ 15,116.22
CRC RECOVERY INC	\$ 14,953.50
ALERA GROUP	\$ 14,868.00
CELLCO PARTNERSHIP	\$ 14,699.05
HP INC	\$ 14,692.89
LANDSCAPE DESIGN SERVICES INC	\$ 14,605.00
PT SOLUTIONS INC	\$ 14,519.00
OTTAWA COUNTY FSA ACCOUNT	\$ 14,457.89
PEOPLE DRIVEN TECHNOLOGY, INC.	\$ 14,364.00
CHILDREN'S ASSESSMENT CENTER	\$ 14,166.67
LAURA M. ESESE	\$ 13,860.50
ANGELA KAY HELMER	\$ 13,484.66
NICHOLS	\$ 13,099.09
COMMUNITY ACTION HOUSE	\$ 12,939.00
JONATHAN A MACHIELA	\$ 12,788.50
ENRICHED LIVING	\$ 12,750.22
APPLIED BEHAVIORAL SCIENCE INSTITUTION LLC	\$ 12,683.31
CITY ON A HILL	\$ 12,530.00
SUCCESS CARE LLC	\$ 12,500.00
DENISE KINGDOM GRIER	\$ 12,500.00
WEST PUBLISHING CORPORATION	\$ 12,495.24
CITY OF ZEELAND	\$ 12,307.99
WEST MICHIGAN CRIMINAL JUSTICE TRAINING	\$ 12,230.15
MATTHEW BENDER & COMPANY INC	\$ 12,224.45
SITE DESIGNS SOLUTIONS LLC	\$ 12,068.00
PASSPORT LABS INC	\$ 11,661.42
ON DUTY GEAR LLC	\$ 11,480.11
FIDELITY SECURITY LIFE INSURANCE COMPANY	\$ 11,429.42
KERRY GRAYSON	\$ 11,349.66
CRISTINA R BASMAYOR	\$ 11,349.66
CITY OF HOLLAND	\$ 11,153.02
LINK LABS INC.	\$ 11,030.58
MICROGENICS CORPORATION	\$ 11,004.96
CORE TECHNOLOGY CORPORATION	\$ 10,911.00
RELIANCE COMMUNITY CARE PARTNERS	\$ 10,626.80
PIONEER RESOURCES INC	\$ 10,470.35
ENG. INC	\$ 10,469.55
LYDIA I HODGES	\$ 10,381.80
DAVID'S HOUSE MINISTRIES	\$ 10,024.13
STACIE STRONG	\$ 9,947.70
NORTH KENT GUIDANCE SERVICES LLC	\$ 9,905.93
JURORS	\$ 9,873.83
PROSECUTING ATTORNEYS ASSOCIATION OF MICHIGAN	\$ 9,600.00
CADRE COMPUTER RESOURCES CO	\$ 9,434.84
WINDSCAPE LDHA LP	\$ 9,268.00
MICHIGAN HEALTH INFORMATION NETWORK SHARED SERVICE	\$ 9,250.00
LANDTECHWMI LLC	\$ 9,220.00
QONVERGE LLC	\$ 9,166.67

VENDOR:	NET AMOUNT:
PROTOCOL SERVICES INC	\$ 9,152.16
FRITS HARTGERS	\$ 8,897.70
REPUBLIC SERVICES INC	\$ 8,860.87
PREIN & NEWHOF	\$ 8,791.20
SECOND STORY COUNSELING LLC	\$ 8,768.76
BARBARA E HAPKE	\$ 8,610.42
KENTON KALSBECK	\$ 8,575.00
SALE'S HEATING COOLING & REFRIGERATION INC	\$ 8,558.00
HOPE NETWORK REHABILITATION SERVICES	\$ 8,554.20
HVG MILL PINE ASSOCIATES LLC	\$ 8,345.00
SEDGWICK CLAIMS MANAGEMENT SERVICES INC	\$ 8,268.55
ST PATRICK ST ANTHONY PARISHNESS	\$ 8,250.00
ALLIANCE FOR INNOVATION INC	\$ 8,250.00
RTH SERVICES LLC	\$ 8,246.00
AMANI LLC	\$ 8,166.02
LAKERSHORE CARE CORP	\$ 8,131.80
CUNNINGHAM DALMAN PC	\$ 8,022.07
OUT ON THE LAKESHORE	\$ 8,000.00
HOLLAND CHARTER TOWNSHIP	\$ 7,562.87
DALE A. & PAMELA M. BENTON	\$ 7,500.00
DORIS MARGARET DEPREE	\$ 7,382.00
CONTINENTAL AMERICAN INSURANCE COMPANY	\$ 7,328.51
MISDU	\$ 7,313.76
SOCIAL SERVICE RESOURCES LLC	\$ 7,074.48
COPY-TECH INC	\$ 6,905.80
AT&T CORP	\$ 6,734.11
AMY JO BRECKON	\$ 6,700.50
PERFECTMIND INC	\$ 6,500.00
MANDI MARTINI	\$ 6,485.88
COLBERT WILLIAMS	\$ 6,480.00
WEST MICHIGAN PROPERTY MANAGEMENT	\$ 6,478.00
BELINDA BARBIER	\$ 6,460.00
MIKA MEYERS BECKETT & JONES PLC	\$ 6,403.00
NANCI LYNNE LUBINSKI	\$ 6,268.99
THE GRAND RAPIDS RED PROJECT	\$ 6,190.00
SCHEUERLE & ZITTA LLP	\$ 6,129.02
RIVERSIDE INTEGRATED SYSTEMS INC	\$ 5,975.00
HOLLAND LITHO SERVICE INC	\$ 5,790.86
KEVIN B MEGLEY	\$ 5,573.57
GOPHER EXPRESS COURIER SERVICE INC	\$ 5,571.00
BRG MANAGEMENT LLC	\$ 5,565.00
FISHBECK, THOMPSON, CARR & HUBER, INC	\$ 5,517.00
LESLIE ROBERTS	\$ 5,484.72
ACTION INDUSTRIAL SUPPLY COMPANY	\$ 5,484.00
MICHIGAN PATHOLOGY SPECIALISTS PC	\$ 5,473.05
OTTAWA COUNTY DEPUTIES ASSOCIATION	\$ 5,463.63
NATIONAL ASSOCIATION OF DRUG COURT PROFESSIONALS	\$ 5,370.00
APPLEWOOD LAW WINS PLLC	\$ 5,359.00
INTEGRITY BUSINESS SOLUTIONS	\$ 5,194.15
MGT OF AMERICA LLC	\$ 5,045.60
CHERRY STREET SERVICES INC	\$ 5,000.00
TELE-RAD INC	\$ 4,768.50
MICHIGAN GAS UTILITIES CORPORATION	\$ 4,753.31
PREVENTIVE MAINTENANCE TECHNOLOGIES LLC	\$ 4,654.52
SOUTHWEST AFC LLC	\$ 4,607.33

VENDOR:	NET AMOUNT:
GUIDEHOUSE INC	\$ 4,585.50
MICHAEL A SPOELMAN	\$ 4,575.00
BRADLEY R JOHNSON	\$ 4,525.96
EQ THE ENVIRONMENTAL QUALITY COMPANY	\$ 4,506.48
VANDENBERG EXCAVATING INC	\$ 4,500.00
WILSON & WYNN INTERVENTIONS, PLC	\$ 4,440.00
GEORGETOWN TOWNSHIP	\$ 4,404.81
PEOPLES COMPANY OF INDIANOLA	\$ 4,375.00
RELIABLE ROAD SERVICE INC	\$ 4,328.00
WEDGWOOD CHRISTIAN SERVICES	\$ 4,327.02
RANDALL SCHOLMA	\$ 4,309.70
WATKINS PHARMACY & SURGICAL SUPPLY CO	\$ 4,301.09
TOW ACQUISITION	\$ 4,269.00
GRAND RAPIDS THERAPY GROUP	\$ 4,254.22
THE HERALD PUBLISHING COMPANY LLC	\$ 4,217.99
VICKI M. VARGO	\$ 4,209.00
FIDLAR AQUISITION	\$ 4,152.40
THERACOM INC	\$ 4,105.71
GOVERNMENTAL CONSULTANT SERVICES INC	\$ 4,000.00
DAVID B KORTERING	\$ 4,000.00
HI-TONE CLEANERS INC	\$ 3,986.12
OUR HOPE ASSOCIATION	\$ 3,950.73
MICRGRAPHICS PRINTING INC	\$ 3,923.02
BJ TRANSPORT LLC	\$ 3,900.00
SENTINEL TECHNOLOGIES INC	\$ 3,874.00
LANGUAGE LINE SERVICES INC	\$ 3,848.15
ROBERTA J POLEY	\$ 3,847.50
COMMUNITY LIVING SERVICES INC	\$ 3,630.00
SOUTHWEST MICHIGAN COMMUNITY ACTION AGENCY	\$ 3,589.65
MI REAL ESTATE MANAGEMENT LLC	\$ 3,536.00
ODP BUSINESS SOLUTIONS LLC	\$ 3,496.49
KENYATTA KATEKE COLEMAN	\$ 3,458.91
ACTION CHEMICAL INC	\$ 3,452.81
US CORRECTIONS LLC	\$ 3,445.00
OTTAWA COUNTY DEPUTY SHERIFF ASSOCIATION	\$ 3,444.17
MARK VANVOLKINBURG	\$ 3,387.90
HOPE NETWORK RECOVERY	\$ 3,316.00
FOX COUNSELING SERVICES LLC	\$ 3,313.96
MRG-TRANSLATIONS	\$ 3,282.50
VALLEY CITY ELECTRONIC RECYCLING INC	\$ 3,265.05
SHI INTERNATIONAL CORP	\$ 3,254.04
LINDA S KRAMER	\$ 3,247.79
FALCON WOODS OF HOLLAND LDHA	\$ 3,192.00
FALCON WOODS LIMITED DIVIDEND HOUSING ASSOC LP	\$ 3,192.00
THOMAS SMITH	\$ 3,143.09
CHARTER COMMUNICATIONS HOLDING COMPANY LLC	\$ 3,107.60
SMART SOURCE LLC	\$ 3,107.31
TBD SOLUTIONS LLC	\$ 3,105.00
GATEHOUSE MEDIA MICHIGAN HOLDINGS, INC.	\$ 3,019.88
CRAIG ALAN JENISON	\$ 3,017.26
COMMUNITY LIVING OPTIONS	\$ 2,974.40
IN-SITU INC	\$ 2,974.00
NATIONAL ECO RESOURCES LLC	\$ 2,913.40
KAJOVID PROPERTIES LLC	\$ 2,900.00
ACCELA INC	\$ 2,890.30

VENDOR:	NET AMOUNT:
KONE INC	\$ 2,864.00
CUSTOM SERVICE PRINTERS INC	\$ 2,863.00
GRAND VALLEY STATE UNIVERSITY	\$ 2,800.82
PEAK PERFORMERS INC	\$ 2,743.65
JOHN VEGA	\$ 2,720.00
THE LIGHT BULB CO	\$ 2,713.50
LIFE EMS INC	\$ 2,706.09
TAYLOR OFFICE FURNITURE	\$ 2,706.00
HACKLEY LIFE COUNSELING	\$ 2,699.43
INTERACTIVE COMMUNICATIONS SOLUTIONS GROUP INC	\$ 2,678.18
SANOFI PASTEUR INC	\$ 2,612.58
TITLE-CHECK LLC	\$ 2,570.00
GRAND TRAVERSE REELS INC	\$ 2,568.09
SUNSHINE PROPERTIES	\$ 2,546.00
AMERISOURCE RECEIVABLE FINANCIAL CORPORATION	\$ 2,486.40
CHARM-TEX INC	\$ 2,480.26
AMAZON CAPITAL SERVICES INC	\$ 2,453.15
BIZSTREAM	\$ 2,450.00
ALTOGAS INC	\$ 2,415.38
EV CONSTRUCTION CO	\$ 2,405.10
BJW BERGHORST & SONS INC	\$ 2,405.00
GREAT LAKES NURSERY SOILS INC	\$ 2,320.00
BONNIE L THORNELL	\$ 2,302.00
WEST MICHIGAN DOCUMENT SHREDDING LLC	\$ 2,290.00
THERESA BIRON	\$ 2,265.90
PLATINUM LIVING LLC	\$ 2,265.90
OTT HYDROMET CORP	\$ 2,259.55
CASCADE APARTMENTS LDHA	\$ 2,224.00
RUCKER CLEANING LLC	\$ 2,181.34
CASE MANAGEMENT OF MICHIGAN INC	\$ 2,179.48
WILLIAM FRANKLIN BRANCH	\$ 2,152.93
BRIAN PETROELJE	\$ 2,125.00
RUSS MENCL	\$ 2,100.00
COUNTY OF OTTAWA	\$ 1,981.94
CAMP SUNSHINE INC	\$ 1,900.00
GREGORY S DEMANN	\$ 1,892.00
KORI BISSOT	\$ 1,890.00
LIFE THERAPEUTIC SOLUTIONS INC	\$ 1,820.70
RECOVERY ROAD LLC	\$ 1,807.65
BLARNEY CASTLE OIL CO	\$ 1,772.66
GRAND HAVEN CHARTER TOWNSHIP	\$ 1,767.74
CITY OF MUSKEGON	\$ 1,762.32
DATA WORKS PLUS LLC	\$ 1,760.00
DTE ENERGY COMPANY	\$ 1,733.40
CONTRACT LOGIX LLC	\$ 1,720.00
GRANDVILLE PRINTING CO	\$ 1,712.43
ALLEN O. JENSEN	\$ 1,688.00
CALDER CITY TAXI COMPANY	\$ 1,682.40
LAW OFFICE OF KENNETH A PUZYCKI PLLC	\$ 1,680.00
RONALD UPRIGHT	\$ 1,680.00
SMITHKLINE BEECHAM CORPORATION	\$ 1,676.21
GARY BATTAGLIA	\$ 1,650.00
FARE FAMILY INVESTMENTS LLC	\$ 1,602.00
CENTER FOR DISPUTE RESOLUTION	\$ 1,600.00
ARBOR SOLUTIONS INC	\$ 1,567.52

VENDOR:	NET AMOUNT:
THE VESTIGE GROUP	\$ 1,559.48
MICHIGAN WASTE & ENVIRONMENTAL SERVICES	\$ 1,550.00
HOLLAND MOTOR HOMES & BUS CO	\$ 1,542.52
PLUMMER'S DISPOSAL SERVICE INC	\$ 1,540.00
ALTA ENTERPRISES LLC	\$ 1,503.06
PETERSEN RESEARCH CONSULTANTS	\$ 1,500.00
SHIRLEE B ACHTERHOF	\$ 1,482.00
PHOENIX REFRIGERATION	\$ 1,470.00
AT&T MOBILITY II LLC	\$ 1,468.91
ENGINEERING SUPPLY & IMAGING	\$ 1,468.42
12191 FELCH STREET LDHA LP	\$ 1,428.00
BVW PROPERTY MANAGEMENT LLC	\$ 1,420.00
W AND M PROPERTY VENTURES LLC	\$ 1,411.00
EVERCOMMERCE SOLUTIONS INC	\$ 1,405.35
WEST SHORE COUNSELING SERVICES LLC	\$ 1,400.00
LUKE'S MOBILE WELDING & REPAIR	\$ 1,400.00
TCS HOLDING COMPANY LLC	\$ 1,397.50
PATTERSON DENTAL SUPPLY INC	\$ 1,387.61
TRACE3 LLC	\$ 1,382.98
STEPHEN BOEREMA	\$ 1,382.00
MECOSTA OSCEOLA ISD	\$ 1,353.00
A & R INVESTMENTS LLC	\$ 1,340.00
BEHAVIORAL RESOURCES AND INSTITUTE FOR	\$ 1,340.00
POSITIVE PROMOTIONS	\$ 1,337.34
JAMIE PANCY	\$ 1,336.00
CITY OF COOPERSVILLE	\$ 1,330.51
TRAPPERS COVE APARTMENT OWNERS LLC	\$ 1,328.00
GRAND HAVEN TRIBUNE	\$ 1,323.84
GH NORTH SHORE APARTMENT OWNERS LLC	\$ 1,318.00
CITY OF HUDSONVILLE	\$ 1,313.04
FILADELFO MARTINEZ	\$ 1,310.00
RAMON LUNA	\$ 1,302.00
COFESSCO FIRE PROTECTION LLC	\$ 1,290.90
CHARLES BRYANT COVELLO	\$ 1,260.78
KERKSTRA PORTABLE RESTROOMS INC	\$ 1,250.00
VILLAGE SELF STORAGE	\$ 1,241.98
MACATAWA RESOURCE CENTER	\$ 1,236.90
LAKESHORE PROPERTY MANAGEMENT INC	\$ 1,236.00
SBC TELECOM INC	\$ 1,224.99
GRAND VALLEY TOWING LLC	\$ 1,213.00
BRINKS INC	\$ 1,210.78
SPECTRUM HEALTH HOSPITALS	\$ 1,206.76
SHEILA DAY	\$ 1,205.00
CORNERSTONE REAL ESTATE MGMT LLC	\$ 1,154.00
HIDDEN DUNES APARTMENT OWNERS II LLC	\$ 1,148.00
WAVELAND PROPERTY MANAGEMENT LLC	\$ 1,140.00
OTTAWA COUNTY SHERIFF COMMAND OFFICERS ASSOCIATION	\$ 1,135.00
HOPE NETWORK WEST MICHIGAN	\$ 1,116.06
WISEMAN ENTERPRISES INC	\$ 1,101.97
YOUNG MENS CHRISTIAN ASSOCIATION	\$ 1,075.00
GREATER OTTAWA COUNTY UNITED WAY INC	\$ 1,056.00
MED-1 HOLLAND LLC	\$ 1,050.50
MICHIGAN COMMUNITY ACTION AGENCY ASSOCIATION	\$ 1,050.00
ROBERT VANDERZWAAG	\$ 1,040.78
AMY HAMMAN	\$ 1,025.00

VENDOR:	NET AMOUNT:
JEFFREY J VANHUIS - V QUEST PROPERTIES LLC	\$ 1,018.00
JARED BLASZAK	\$ 1,018.00
NEIGHBORS PLUS	\$ 1,000.00
NYE UNIFORM COMPANY	\$ 994.05
DICK'S TOWING & RECOVERY, INC	\$ 993.00
UNIVERSITY TRANSLATORS SERVICES LLC	\$ 980.26
BUSINESS INFORMATION SYSTEMS INC	\$ 972.36
PRINTING SYSTEMS INC	\$ 964.50
TIMOTHY A SLAIS	\$ 963.10
ENTERPRISE ENVELOPE INC	\$ 958.18
EARLE PRESS	\$ 953.50
MELODY VANDERWEIDE	\$ 950.00
VICTORIA A BOUMAN	\$ 940.00
FIDELITY LANGUAGE RESOURCES LLC	\$ 923.48
AMP ELECTRIC OF WEST MICHIGAN LLC	\$ 914.50
JUANITA C BRIGGS	\$ 902.00
S.A. MORMAN & CO	\$ 896.88
STREAMLINE VERIFY LLC	\$ 895.00
GUARDIAN ALLIANCE TECHNOLOGIES INC	\$ 866.00
OTTAWA LIMITED DIVIDEND HOUSING ASSOCIATION	\$ 854.00
KERKSTRA WASTE RECOVERY & ENVIRONMENTAL SERVICES	\$ 846.25
LKM TOWING LLC	\$ 822.00
HOSPITAL NETWORK HEALTHCARE SERVICES LLC	\$ 820.00
BLACK RIVER RENTALS	\$ 804.00
ADECCO USA INC	\$ 800.65
KENT COMMUNICATIONS INC	\$ 799.08
COMCAST HOLDINGS CORPORATION	\$ 796.40
KTD INC	\$ 795.00
DANIEL NATHEN MARTINDALE	\$ 785.78
WILLIAMSBURG PROPERTY COMPANY	\$ 778.00
ANSWER UNITED	\$ 777.36
CITY OF FERRYSBURG	\$ 758.53
NORTHGATE APPLIANCE LLC	\$ 754.00
NORTH OTTAWA COUNTY COUNCIL ON AGING	\$ 750.00
GEORGETOWN SENIORS	\$ 750.00
CHRISTINA LYNN MAYFIELD	\$ 740.00
HUDSONVILLE TOWING	\$ 737.00
GENOA HEALTHCARE LLC	\$ 728.14
CATHERINE L CURTIS	\$ 716.00
VOLKER CRANE SERVICES LLC	\$ 700.00
JUSTICE WORKS LLC	\$ 700.00
DOORDASH INC	\$ 697.50
APLPD HOLDCO INC & SUBSIDIARY	\$ 696.00
TRB MACHINE INC	\$ 675.00
ZEELAND CHARTER TOWNSHIP	\$ 667.32
DON E BURCH	\$ 664.78
NORTHERN DISTRIBUTORS INC	\$ 661.00
BUSSCHER DEVELOPMENT INC	\$ 650.00
JACO CIVIL PROCESS INC	\$ 641.52
ZOOM VIDEO COMMUNICATIONS INC	\$ 639.68
LAWRENCE TOWING LLC	\$ 627.00
INFINITY BLLING ENTERPRISES LLC	\$ 604.30
BARBARA FOLEY	\$ 600.40
STEPHEN NA	\$ 600.00
MATTHEW CAPPS	\$ 600.00

VENDOR:	NET AMOUNT:
LOURDES A. KING	\$ 600.00
JOSEPH YSASI	\$ 600.00
CHRISTIAN PAUL GARCIA	\$ 600.00
CYNTHIA J VELDHEER DEYOUNG	\$ 600.00
ELIZABETH ANN SUTTON	\$ 600.00
MCKESSON MEDICAL-SURGICAL GOVERNMENTAL SOLUTIONS	\$ 598.31
EDWARD C SWART	\$ 593.75
COUNTY OF MUSKEGON	\$ 590.04
WESTERN TEL-COM INC	\$ 580.00
D.A. BLODGETT ST JOHNS	\$ 577.06
CINTAS CORPORATION NO. 2	\$ 576.71
BRECK GRAPHICS INC	\$ 573.11
GMT POWER INC	\$ 570.07
ASSOCIATED LANGUAGE CONSULTANTS	\$ 570.00
CRAN HILL MINISTRIES	\$ 560.00
TRIPLOG INC	\$ 554.40
OTTAWA MEDICAL CONTROL BOARD AUTHORITY	\$ 550.00
WITNESSES	\$ 531.10
JANE LOUISE PATTERSON	\$ 500.00
KAROLINE A GEORGIA	\$ 495.00
RENTOKIL NORTH AMERICA INC	\$ 492.00
FRANKLIN BRONZE PLAQUES INC	\$ 469.15
ADVANTAGE MARINE	\$ 464.25
ULINE INC	\$ 457.33
VOICES FOR HEALTH INC	\$ 448.00
W W GRAINGER INC	\$ 431.47
DANIEL BROTEN	\$ 423.56
PLANET DDS LLC	\$ 406.21
ANN M HUNT	\$ 405.24
JEANICE DAGHER-MARGOSIAN	\$ 397.10
DEAF INC	\$ 393.23
VELO ACCOCIATES PLC	\$ 392.24
DISABILITY NETWORK LAKESHORE	\$ 390.00
MARZ AUTO BODY SHOP	\$ 376.00
CLINTON EATON INGHAM COMMUNITY MENTAL HEALTH	\$ 375.84
DAVID L SCHULTZ	\$ 375.00
OTTAWA COUNTY INSURANCE AUTHORITY	\$ 372.00
KELLY N RICE	\$ 370.30
INFINISOURCE INC	\$ 369.63
20TH CIRCUIT COURT	\$ 365.00
TRANSCRIPTION OUTSOURCING LLC	\$ 354.74
YELLOW LIME CREATIVE	\$ 345.00
JAMES J WELSH	\$ 345.00
FRONTIER COMMUNICATIONS CORPORATION	\$ 342.22
SANDRA METCALF	\$ 342.02
MARY K GOLDEN	\$ 339.30
MICHIGAN JUVENILE DETENTION ASSOCIATION	\$ 325.00
TALLMADGE CHARTER TOWNSHIP	\$ 324.91
SPRING LAKE BOARD OF EDUCATION	\$ 320.00
ALLIANCE ANALYTICAL LABORATORIES	\$ 316.00
KIMBERLY A ROWAN	\$ 310.00
COMPASS GROUP USA	\$ 303.97
PROTRAININGS LLC	\$ 300.00
KENDRA ORTEGA PLC	\$ 300.00
DAVID VANDERSLUIS	\$ 300.00

VENDOR:	NET AMOUNT:
UNIVERSAL UTILITIES	\$ 293.83
SOVA & KELLY, P.C.	\$ 289.80
RR DONNELLEY & SONS COMPANY	\$ 288.84
OTTAWA COUNTY JUVENILE COURT EMPLOYEE	\$ 280.00
GENEVA CAMP & RETREAT CENTER	\$ 280.00
CDW GOVERNMENT INC	\$ 277.94
LINDA MCAFFREY	\$ 275.28
BEN'S RUBBER STAMPS & LASER WORKS INC	\$ 256.35
CHRISTY MCFALL	\$ 253.49
TIMOTHY G HICKS	\$ 252.00
EMC INSURANCE CO	\$ 250.00
THE COMMUNITY FOUNDATION OF THE HOLLAND/	\$ 244.18
LIAISON LINGUISTICS LLC	\$ 240.00
THE BOYD GROUP (US) INC	\$ 240.00
LINDE GAS & EQUIPMENT INC	\$ 232.41
JANE LONGSTREET	\$ 228.06
SECURADYNE SYSTEMS INTERMEDIATE LLC	\$ 228.00
STEVEN SAVAGE	\$ 226.20
CRIME PREVENTION ASSOCIATION OF MICHIGAN	\$ 210.00
WN LAW PLLC	\$ 200.00
JOSEPH KOZAKIEWICZ	\$ 200.00
CHANGE HEALTHCARE SOLUTIONS, LLC	\$ 200.00
OTTAWA COUNTY PARKS FOUNDATION	\$ 199.87
CITIBANK NA	\$ 194.91
TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS	\$ 189.40
LUKAS HILL	\$ 188.45
UNITED PARCEL SERVICE INC	\$ 186.24
BARBARA LEE VANHORSEN	\$ 183.38
OFFICE MACHINES COMPANY INC	\$ 181.29
STAPLES INC	\$ 181.25
GABRIELA CROESE	\$ 180.00
KATHERINE GRACE HARMON	\$ 179.04
OTTAWA CO FOC EMPLOYEES ASSOC	\$ 160.00
PREFERRED AUTOMOTIVE GROUP LLC	\$ 159.50
ALLENDALE CHARTER TOWNSHIP	\$ 158.95
XEROX FINANCIAL SERVICES LLC	\$ 158.34
OTTAWA COUNTY EMPLOYEES ASSOCIATION	\$ 155.00
CONTRACT PHARMACY SERVICES INC	\$ 152.53
STEPHANIE MAEGAN CARDENAS	\$ 150.00
STATE FARM INSURANCE	\$ 150.00
KRISTAN A NEWHOUSE PC	\$ 150.00
AMERICAN REGISTRY FOR INTERNET NUMBERS LTD.	\$ 150.00
CHARLES L CLAPP	\$ 150.00
PARKWAY ELECTRIC & COMMUNICATIONS LLC	\$ 148.50
THE PITNEY BOWES BANK INC	\$ 145.93
ALLEGAN COUNTY DRAIN COMMISSIONER	\$ 143.85
ACE TELEPHONE COMPANY OF MICHIGAN INC	\$ 133.77
TERRY L GOLDBERG	\$ 132.40
RANDAL J COPE	\$ 127.16
MIKALAN ROOFING INC	\$ 126.40
SAFARILAND LLC	\$ 123.50
ADMIRAL PETROLEUM INC	\$ 123.38
HOLLAND CORNERSTONE INC	\$ 122.10
INTERCARE COMMUNITY HEALTH	\$ 120.30
TIMOTHY VANDERMARK	\$ 120.00

VENDOR:	NET AMOUNT:
KAAT'S WATER CONDITIONING INC	\$ 119.90
WILLIAM O'DONNELL	\$ 115.70
LAVONNE VANDERZWAAG	\$ 114.06
DAVID PARNIN	\$ 113.41
CTL ENTERPRISES	\$ 109.80
BRENT HUNGERFORD GREEN	\$ 100.00
JAMESTOWN CHARTER TOWNSHIP	\$ 96.67
OLIVE TOWNSHIP	\$ 91.50
CHRISTIAN KLEINJANS	\$ 86.56
ADVANCED RADIOLOGY SERVICES PC	\$ 76.00
MARINE ADAMS LAW PC	\$ 75.00
LAKESIDE AGGREGATE LLC	\$ 75.00
ELHART GMC INC	\$ 74.45
PLANTENGA'S CLEANERS INC	\$ 72.98
THE FTI GROUP	\$ 72.38
ADT SECURITY SYSTEMS INC	\$ 72.36
JASON D MONROE	\$ 67.51
WEST MICHIGAN UNIFORM INC	\$ 67.22
MACATAWA PLUMBING INC	\$ 64.00
CONTROL SOLUTIONS INC	\$ 62.50
HUBERT P WELLER	\$ 62.42
STEVEN LEO BARNES	\$ 62.27
GRAND RAPIDS BAR ASSOCIATION	\$ 60.00
LARRY D JACKSON	\$ 59.65
NICHOLAS E KNEBL	\$ 57.03
ELIZABETH BEHRE	\$ 56.33
BROWN & BROWN OF MICHIGAN INC	\$ 55.00
ALBERTO R SERRANO	\$ 50.48
GORDON WATER SYSTEMS	\$ 49.99
WEST MICHIGAN REGIONAL CLERKS ASSOCIATION	\$ 45.00
BOBELDYK & ASSOCIATES INC	\$ 43.52
RICHARD MATZEN	\$ 43.49
MCRAE ENTERPRISES LLC	\$ 43.00
KOHLEY'S ECOWATER SYSTEM	\$ 42.75
ELIZABETH EVE SCHULTZ	\$ 37.50
PORT SHELDON TOWNSHIP	\$ 34.99
CRIMINAL DEFENSE ATTORNEYS OF MICHIGAN	\$ 30.00
CHANNELVIEW ENTERPRISES INC	\$ 29.49
VILLAGE OF SPRING LAKE	\$ 28.33
ABSOPURE WATER COMPANY	\$ 27.50
DAVID SHAFER	\$ 25.00
JUDY BREGMAN	\$ 25.00
BLENDON TOWNSHIP	\$ 21.67
LAWSON PRODUCTS INC	\$ 20.75
WRIGHT TOWNSHIP	\$ 15.00
GORDON FOOD SERVICE INC	\$ 11.78
MCKESSON MEDICAL SURGICAL	\$ 0.30
Grand Total	\$ 16,190,480.85

Action Request

Electronic Submission – Contract # 1930



Committee: BOARD OF COMMISSIONERS

Meeting Date: 6/13/2023

Vendor/3rd Party: RIVER CITY FLOORING INC.

Requesting Department: FACILITIES MAINTENANCE

Submitted By: ABBY RITTER

Agenda Item: FLOORING AT FILLMORE ADMINISTRATION BUILDING

Suggested Motion:

To approve a contract for flooring installation at the Fillmore Administration Building.

Summary of Request:

The removal and disposal of existing flooring and the installation of new flooring on the lower-level hallway, main entryway, and Sheriff's waiting room/lobby area at the Fillmore Administration Building.

Financial Information:

Total Cost: \$142,495.89

General Fund Cost: \$142,495.89

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

Administration:

Recommended by County Administrator:

5/30/2023 10:47:22 AM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 6/6/2023



Ottawa County

FLOORING INSTALLATION SERVICES

This AGREEMENT is made by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and River City Flooring, Inc (hereinafter, "Contractor"), with a principal place of business at 3307 Hudson Trails, Hudsonville, MI 49426.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Scope of Work:** Contractor agrees to provide the "Services" which as detailed in Exhibit A. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
2. **Compensation:** In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit A. Payment to the Contractor for services will be under the County's terms of Net 30. Any change in pricing must be communicated in written form thirty (30) days in advance.
3. **Contract Documents:** The following documents are the entire agreement between the Contractor and the County. The agreement includes the following documents listed below, which are incorporated herein by reference and are deemed to be part of this contract as if set forth in full:
 - a) This Contract (including attached exhibits)
 - b) All Provisions required by law to be inserted in this contract whether inserted or not.
4. **Performance**
 - a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A.
 - b) Failure to complete services as required shall constitute breach of this Contract.
 - c) Contractor shall have not more than thirty (30) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.
 - d) If Contractor defaults on the contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend contractor from receiving future solicitations.

FLOORING INSTALLATION SERVICES

5. Terms of Contract: The contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this Contract, this Contract period will cover a period from project start to completion.

County's obligations are limited to payment for the goods and/or services described herein and despite any other provision to the contrary in any other agreement, signed or not, the County may terminate any term, a hold over or any renewal term at its will. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party

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

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

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

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

11. Exclusive Contract: This Contract, including exhibits attached hereto, a County Purchase Order, if applicable, is the entire Agreement between Contractor and the County for the services as detailed in Exhibit A.
12. Modifying the Agreement: This Agreement may be modified only by a writing signed by both parties.
13. Record Keeping: The Contractor shall keep all records related to this Contract for the term of the Contract and three (3) years thereafter.
14. Dispute: In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Agreement, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Agreement and its exhibits, attachments, and addendums, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided. Any agreement or modification of this Agreement shall be written and signed by both parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Agreement, Contractor and County agree to act immediately to resolve any such disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all non-disputed work; any additional costs incurred by the Contractor as a result of such failure to proceed shall be borne by the Contractor and the Contractor shall make no claim against County for such costs.

If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to any other form of dispute resolution. In an effort to resolve any conflicts that arise during the construction of this project or following the completion of a project, the Contractor and County agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to non-binding mediation unless the parties mutually agree otherwise, prior to resolving those disputes in a judicial forum.

Pending resolution of such dispute or difference and without prejudice to their rights, the Parties shall continue to respect all their obligations and to perform all their duties under this Agreement.

15. Jurisdiction and Venue: The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this Agreement shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.

16. **Liability and Insurance:** Contractor agrees to defend, indemnify and hold harmless the County from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Contract, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Contractor. If specific insurance is required, such insurance shall be set forth in the attached Exhibit C.
17. **Relationship of Parties:** The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
18. **Subcontracts:** Contractor may not assign or subcontract any rights or obligations under this agreement without the County's prior written approval.
19. **Governmental Immunity:** The County does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.
20. **Safety:** The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall hold the County harmless against any claim or liability arising from the violation of any such provisions.
21. **Absence of Waiver:** The failure of either party to insist on the performance of any of the terms and conditions of this Contract, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.
22. **Notices:**
 - a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:
If to the Contractor: River City Flooring, Inc
Attn: Kevin Pasma
3307 Hudson Trails
Hudsonville, MI 49426
Email: kevinp@rcflooring.net

If to Ottawa County: Ottawa County Facilities Maintenance
12220 Fillmore St.
West Olive, MI 49460
Email: jvargo@miottawa.org

23. **Partial Invalidity:** The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.
24. **Attorney Review:** The parties represent that they have carefully read this Agreement and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Agreement and sign it as their free act and deed.
25. **No Third-Party Benefit:** The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
26. **Availability of Funds:** Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Agreement at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds
27. **Miscellaneous:**
 - a) **Force Majeure:** Either party shall be excused from performance under this Agreement for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non-performance shall not constitute grounds for default.
 - b) **Title and Headings:** Titles and headings to articles, sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.
 - c) **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 a writing signed by either party or its authorized representative.
 - d) **Anticipatory Breach:** If the Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Agreement, Ottawa County shall have an immediate cause of action for breach of this Agreement, and shall be entitled to all remedies available to it at law or in equity.



**Flooring
Design Studio**
3307 Hudson Trails
Hudsonville, MI 49426
o 616 896 6904 f 616 896 6905

Job Name: County of Ottawa Administration Building - Lower Level (Option 2)
Job Address: 12220 Fillmore Street
West Olive, MI 49460

Proposal

Owner:	County of Ottawa	Phone:	616-738-4877
Address:	12220 Fillmore Street	Fax:	-
	West Olive, MI 49460	Cell:	231-798-5104
Attention:	John Vargo	Email:	jvargo@miottawa.org

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature	<i>Kevin Pasma</i>
<small>Note: This proposal may be withdrawn by us if not accepted within 30 days.</small>	

We Propose to:

Furnish and install Mannington Precision Quadrant 24x24 Carpet Tile, color Interval, Mannington Abstract 6x36 LVT, color Altruistic, Mannington Iconic Edge Effects Sculptured 4.25" base, color Deep Space, and metal transitions in the Lower Level. Removal and disposal of existing carpet and carpet base is included. See floor drawing for areas of install.

Grand Total: \$9,008.26

Job Specific Qualifications:

- ◆ Mannington Iconic Edge Effects Sculptured base is offered in 4.25" only.
- ◆ Minor floor prep included.
- ◆ Any and all furniture and equipment to be removed and replaced by others.
- ◆ For work performed at night or on weekends, there will be a 25-40% labor premium added to the cost.

General Qualifications:

- ◆ Material and labor will be invoiced upon completion. Payment is net 15 days.
- ◆ Unless otherwise noted, installation will be based on product lead times and first available install date.
- ◆ Based on the age of the building, it is unknown if asbestos tile or black (cut back) adhesive exists under the existing flooring. If asbestos appears to be present, removal is not included and testing, removal, and disposal needs to be complete by an Abatement contractor. If black adhesive is present there will be additional costs for mechanical removal and/or barrier coating.
- ◆ Unknown conditions underneath the existing flooring cannot be accounted for. Minor floor prep is included, however, if more extensive prep is required, this will be billed at \$60.00 per man-hour plus materials. Prep consists of filling in holes/cracks/undulations, smooth out the existing surfaces, and replacing existing floor patch if it's not adhered.
- ◆ As with all patterned carpet, a perfect pattern match at seams may not always be possible due to inherent characteristics of the manufacturing process and manufacture tolerances. Reasonable pattern match will be obtained by our trained, experienced professional installers. Exact pattern match cannot be guaranteed.
- ◆ Moisture emissions & high ph levels are not the fault of the finish flooring contractor. Testing for these issues can be provided by an independent contractor to determine if the floor meets the manufacturers recommended levels at the time of installation. Accurate testing can only be preformed by following the ASTM F 2170 & ASTM F 710 testing standards. The finish flooring contractor cannot be held responsible for any changes in the moisture and ph levels after the finish flooring is installed.

- ◆ Any alteration or deviation from the above described work involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.
- ◆ All agreements contingent upon accidents or material delays beyond our control.
- ◆ River City Flooring shall be reimbursed for any increases from tariffs enacted after the date of this proposal or for any increases in material prices or extended storage costs due to a delay from the original bid schedule.

Thank you for the opportunity to quote this project. If any questions arise with regard to this proposal please contact me.

Respectfully submitted by River City Flooring,

Kevin Pasma
616-318-4949
kevinp@rcflooring.net

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. River City Flooring is hereby authorized to do the work as specified. Payment will be made upon completion, unless other arrangements have been approved.

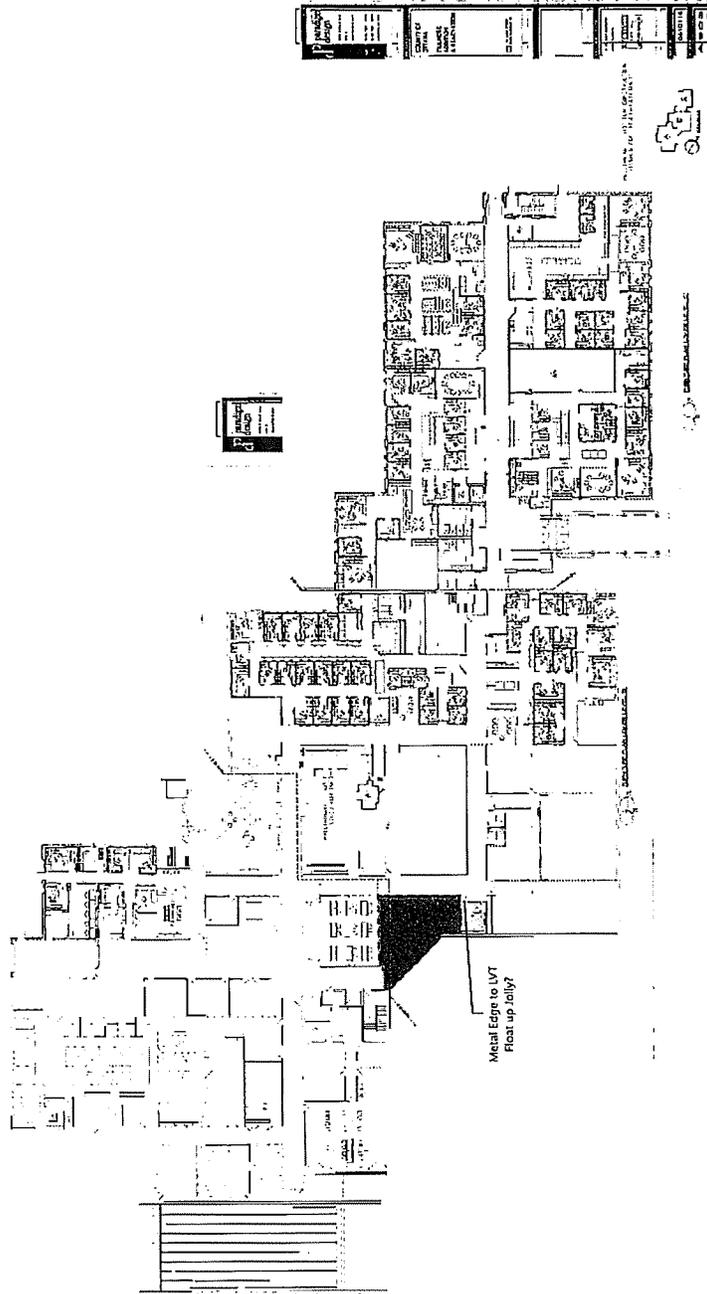
Date of Acceptance _____

Signature _____

Please sign and return to River City Flooring

Lower Level (Option 2)

RC RIVER CITY Flooring Design Studio
3307 Hudson Trail, Hudsonville, MI 49426 phone 616-895-4983 fax 616-895-4905



☐ LVT Mannington Abstract, Altruisic NR304 6"x36" 4mm Thick
☐ Mannington Precision Quadrant Interval 24x24

■ Delete Base
☐ LVT to Cpt Metal Transition



Flooring
Design Studio
3307 Hudson Trails
Hudsonville, MI 49426
o 616 896 6904 f 616 896 6905

Job Name: County of Ottawa Administration Building - Sheriff's Lobby & Waiting Area
Job Address: 12220 Fillmore Street
West Olive, MI 49460

Revised Proposal

Owner:	County of Ottawa	Phone:	616-738-4877
Address:	12220 Fillmore Street	Fax:	-
	West Olive, MI 49460	Cell:	231-798-5104
Attention:	John Vargo	Email:	jvargo@mottawa.org

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Kevin Pasma

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We Propose to:

Furnish and install 6' Tarkett Powerbond Paradigm carpet, color Arabian, and Mannington Iconic Edge Effects Sculptured 4.25" base, color Deep Space, in the Sheriff's Lobby and Waiting Area. Removal and disposal of existing carpet and base is included. See floor drawing for areas of install.

Grand Total: \$7,506.67

Job Specific Qualifications:

- ◆ Mannington Iconic Edge Effects Sculptured base is offered in 4.25" only.
- ◆ Minor floor prep included.
- ◆ Any and all furniture and equipment to be removed and replaced by others.
- ◆ For work performed at night or on weekends, there will be a 25-40% labor premium added to the cost.

General Qualifications:

- ◆ Material and labor will be invoiced upon completion. Payment is net 15 days.
- ◆ Unless otherwise noted, installation will be based on product lead times and first available install date.
- ◆ Based on the age of the building, it is unknown if asbestos tile or black (cut back) adhesive exists under the existing flooring. If asbestos appears to be present, removal is not included and testing, removal, and disposal needs to be complete by an Abatement contractor. If black adhesive is present there will be additional costs for mechanical removal and/or barrier coating.
- ◆ Unknown conditions underneath the existing flooring cannot be accounted for. Minor floor prep is included, however, if more extensive prep is required, this will be billed at \$60.00 per man-hour plus materials. Prep consists of filling in holes/cracks/undulations, smooth out the existing surfaces, and replacing existing floor patch if it's not adhered.
- ◆ As with all patterned carpet, a perfect pattern match at seams may not always be possible due to inherent characteristics of the manufacturing process and manufacture tolerances. Reasonable pattern match will be obtained by our trained, experienced professional installers. Exact pattern match cannot be guaranteed.
- ◆ Moisture emissions & high ph levels are not the fault of the finish flooring contractor. Testing for these issues can be provided by an independent contractor to determine if the floor meets the manufacturers recommended levels at the time of installation. Accurate testing can only be performed by following the ASTM F 2170 & ASTM F 710 testing standards. The finish flooring contractor cannot be held responsible for any changes in the moisture and ph levels after the finish flooring is installed.
- ◆ Any alteration or deviation from the above described work involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

2/16/2023

9:04 AM

- ◆ All agreements contingent upon accidents or material delays beyond our control.
- ◆ River City Flooring shall be reimbursed for any increases from tariffs enacted after the date of this proposal or for any increases in material prices or extended storage costs due to a delay from the original bid schedule.

Thank you for the opportunity to quote this project. If any questions arise with regard to this proposal please contact me.

Respectfully submitted by River City Flooring,

Kevin Pasma
616-318-4949
kevinp@rcflooring.net

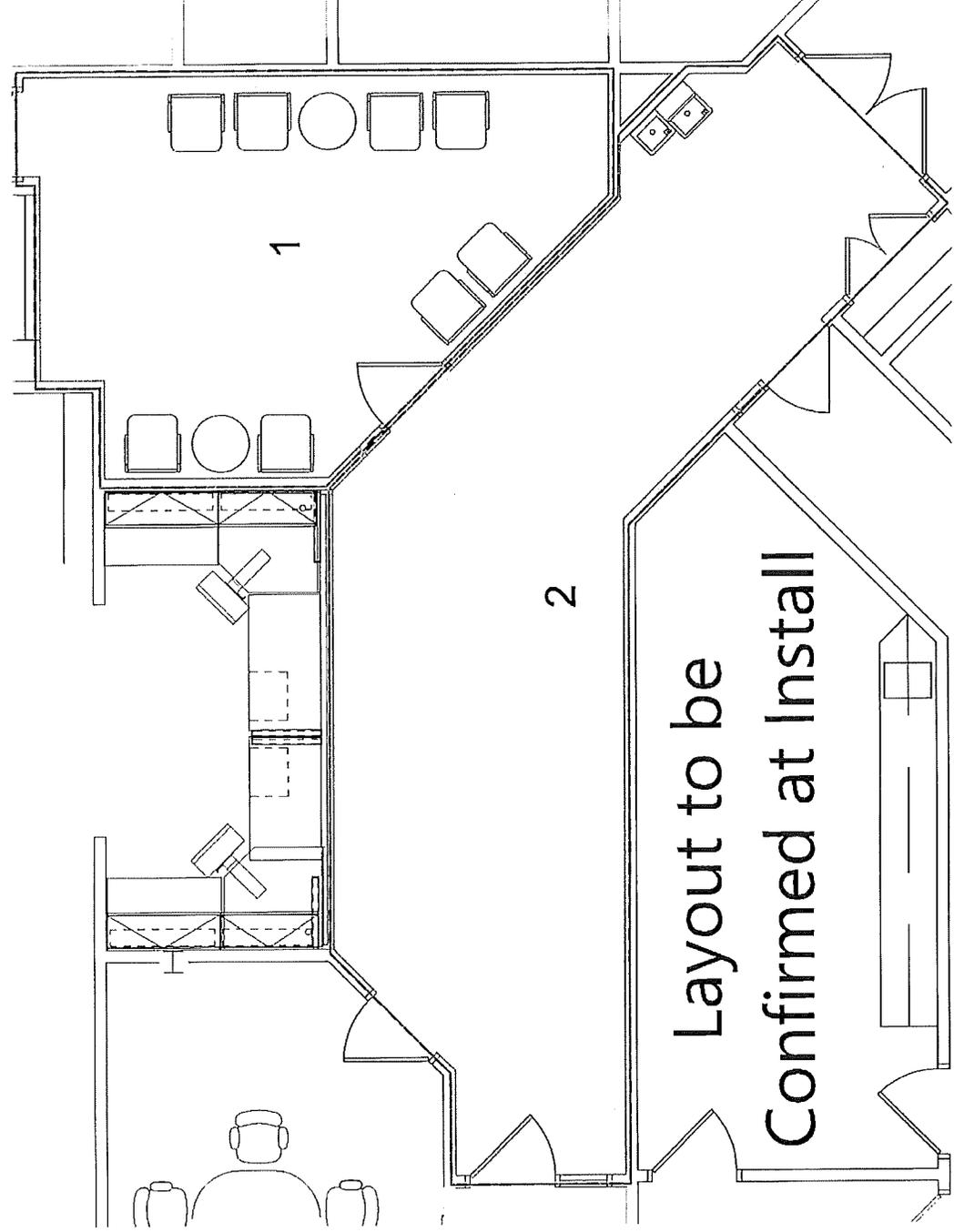
Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. River City Flooring is hereby authorized to do the work as specified. Payment will be made upon completion, unless other arrangements have been approved.

Date of Acceptance _____

Signature _____

Please sign and return to River City Flooring



□ Powerbond 6' RS Cushion Paradigm Arabian



RIVER CITY
More than a source, a resource.

Flooring
Design Studio
3307 Hudson Trails
Hudsonville, MI 49426
o 616 896 6904 f 616 896 6905

Job Name: County of Ottawa Administration Building - Lower Level (Option 3)
Job Address: 12220 Fillmore Street
West Olive, MI 49460

Proposal

Owner:	County of Ottawa	Phone:	616-738-4877
Address:	12220 Fillmore Street	Fax:	-
	West Olive, MI 49460	Cell:	231-798-5104
Attention:	John Vargo	Email:	jvargo@miottawa.org

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Kevin Palma

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We Propose to:

Furnish and install 6' Tarkett Powerbond Paradigm carpet, color Arabian, 6' Tarkett Powerbond Abrasive Action Walk-Off carpet, color Winter Gray, Mannington Iconic Edge Effects Sculptured 4.25" base, color Deep Space, and reducers to match, in the Lower Level. Additionally, we will self-level flooring at entry ways to 1". Removal and disposal of existing carpet and carpet base is included. See floor drawing for areas of install.

Grand Total: \$22,481.02

Job Specific Qualifications:

- ◆ Mannington Iconic Edge Effects Sculptured base is offered in 4.25" only.
- ◆ Minor floor prep included.
- ◆ Any and all furniture and equipment to be removed and replaced by others.
- ◆ For work performed at night or on weekends, there will be a 25-40% labor premium added to the cost.

General Qualifications:

- ◆ Material and labor will be invoiced upon completion. Payment is net 15 days.
- ◆ Unless otherwise noted, installation will be based on product lead times and first available install date.
- ◆ Based on the age of the building, it is unknown if asbestos tile or black (cut back) adhesive exists under the existing flooring. If asbestos appears to be present, removal is not included and testing, removal, and disposal needs to be complete by an Abatement contractor. If black adhesive is present there will be additional costs for mechanical removal and/or barrier coating.
- ◆ Unknown conditions underneath the existing flooring cannot be accounted for. Minor floor prep is included, however, if more extensive prep is required, this will be billed at \$60.00 per man-hour plus materials. Prep consists of filling in holes/cracks/undulations, smooth out the existing surfaces, and replacing existing floor patch if it's not adhered.
- ◆ As with all patterned carpet, a perfect pattern match at seams may not always be possible due to inherent characteristics of the manufacturing process and manufacture tolerances. Reasonable pattern match will be obtained by our trained, experienced professional installers. Exact pattern match cannot be guaranteed.
- ◆ Moisture emissions & high ph levels are not the fault of the finish flooring contractor. Testing for these issues can be provided by an independent contractor to determine if the floor meets the manufacturers recommended levels at the time of installation. Accurate testing can only be performed by following the ASTM F 2170 & ASTM F 710 testing standards. The finish flooring contractor cannot be held responsible for any changes in the moisture and ph levels after the finish flooring is installed.

2/14/2023

9:56 AM

- ◆ Any alteration or deviation from the above described work involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.
- ◆ All agreements contingent upon accidents or material delays beyond our control.
- ◆ River City Flooring shall be reimbursed for any increases from tariffs enacted after the date of this proposal or for any increases in material prices or extended storage costs due to a delay from the original bid schedule.

Thank you for the opportunity to quote this project. If any questions arise with regard to this proposal please contact me.

Respectfully submitted by River City Flooring,

Kevin Pasma

616-318-4949

kevinp@rcflooring.net

Acceptance of Proposal

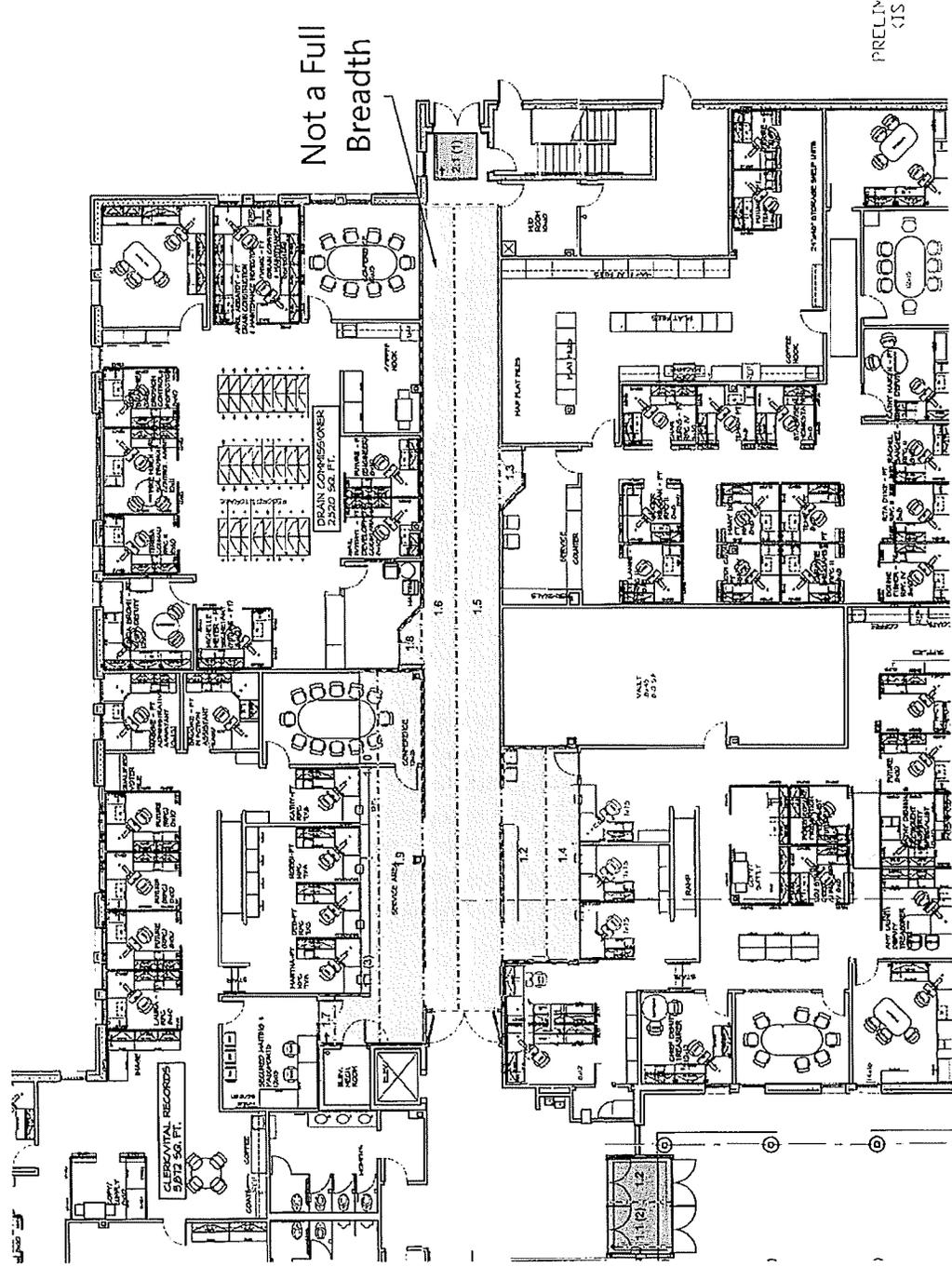
The above prices, specifications and conditions are satisfactory and are hereby accepted. River City Flooring is hereby authorized to do the work as specified. Payment will be made upon completion, unless other arrangements have been approved.

Date of Acceptance _____

Signature _____

Please sign and return to River City Flooring

Lower Level (Option 3)



- Powerbond 6' RS Cushion Paradigm Arabian
- Walkoff Powerband 6' TBD Abrasive Action Winter Gray

- Delere Base
- Transition Opt to Concrete Mannington Carpet Cove Cap 022 Match Bass Color



Flooring
Design Studio
3307 Hudson Trails
Hudsonville, MI 49426
o 616 896 6904 f 616 896 6905

Job Name: County of Ottawa - Administration Main Entry (Sourcewell Contract 080819-TFU)
Job Address: 12220 Fillmore Street
West Olive, MI 49460

Revised Proposal

Contractor:	County of Ottawa	Phone:	616-738-4877
Address:	12220 Fillmore Street	Fax:	-
	West Olive, MI 49460	Cell:	231-798-5104
Attention:	John Vargo	Email:	jvargo@miottawa.org

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Kevin Pasma

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We Propose to:

Furnish and install 6' Powerbond Assertive Action MKII, color Steelwork, 6" Millwork Mandalay base, color Bedrock, in the Administration Main Entry. Removal and disposal of existing ceramic and base is included together with self-leveling the area where the carpet will be installed. See attached diagram for new layout per our discussion last week.

Grand Total: \$48,794.33

General Bid Qualifications:

- ◆ Unknown conditions underneath the existing flooring cannot be accounted for. Unless noted otherwise, floor prep is not included and will be billed at \$60.00 per man-hour plus materials. Prep consists of filling in holes/cracks/undulations, smooth out the existing surfaces, and replacing existing floor patch if it's not adhered.
- ◆ As with all patterned carpet, a perfect pattern match at seams may not always be possible due to inherent characteristics of the manufacturing process. Reasonable pattern match may be obtained by trained, experienced professional installers. Exact pattern match cannot be guaranteed.
- ◆ *For work performed at night or on weekends, please add an additional \$5,400.00 to the above cost.*
- ◆ Customer to handle all equipment / furniture moving.

Thank you for the opportunity to bid this project. If any questions arise with regard to this proposal please contact me.

Kevin Pasma
616-318-4949
kevinp@rcflooring.net
River City Flooring

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. River City Flooring is hereby authorized to do the work as specified. Payment will be made upon completion, unless other arrangements have been approved.

Date of Acceptance _____ Signature _____

Please sign and return to River City Flooring



RIVER CITY
More than a source, a resource.

Flooring
Design Studio
3307 Hudson Trails
Hudsonville, MI 49426
o 616 896 6904 f 616 896 6905

Job Name: County of Ottawa Administration Building - Lower Level (Option 1)
Job Address: 12220 Fillmore Street
West Olive, MI 49460

Proposal

Owner:	County of Ottawa	Phone:	616-738-4877
Address:	12220 Fillmore Street	Fax:	-
	West Olive, MI 49460	Cell:	231-798-5104
Attention:	John Vargo	Email:	jvargo@miottawa.org

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

Kevin Pasma

Note: This proposal may be withdrawn by us if not accepted within 30 days.

We Propose to:

Furnish and install 6' Tarkett Powerbond Paradigm carpet, color Arabian, Mannington Iconic Edge Effects Sculptured 4.25" base, color Deep Space, and reducers to match, in the Lower Level. Removal and disposal of existing carpet and carpet base is included. See floor drawing for areas of install.

Grand Total: \$54,705.61

Job Specific Qualifications:

- ◆ Mannington Iconic Edge Effects Sculptured base is offered in 4.25" only.
- ◆ Minor floor prep included.
- ◆ Any and all furniture and equipment to be removed and replaced by others.
- ◆ For work performed at night or on weekends, there will be a 25-40% labor premium added to the cost.

General Qualifications:

- ◆ Material and labor will be invoiced upon completion. Payment is net 15 days.
- ◆ Unless otherwise noted, installation will be based on product lead times and first available install date.
- ◆ Based on the age of the building, it is unknown if asbestos tile or black (cut back) adhesive exists under the existing flooring. If asbestos appears to be present, removal is not included and testing, removal, and disposal needs to be complete by an Abatement contractor. If black adhesive is present there will be additional costs for mechanical removal and/or barrier coating.
- ◆ Unknown conditions underneath the existing flooring cannot be accounted for. Minor floor prep is included, however, if more extensive prep is required, this will be billed at \$60.00 per man-hour plus materials. Prep consists of filling in holes/cracks/undulations, smooth out the existing surfaces, and replacing existing floor patch if it's not adhered.
- ◆ As with all patterned carpet, a perfect pattern match at seams may not always be possible due to inherent characteristics of the manufacturing process and manufacture tolerances. Reasonable pattern match will be obtained by our trained, experienced professional installers. Exact pattern match cannot be guaranteed.
- ◆ Moisture emissions & high ph levels are not the fault of the finish flooring contractor. Testing for these issues can be provided by an independent contractor to determine if the floor meets the manufacturers recommended levels at the time of installation. Accurate testing can only be performed by following the ASTM F 2170 & ASTM F 710 testing standards. The finish flooring contractor cannot be held responsible for any changes in the moisture and ph levels after the finish flooring is installed.
- ◆ Any alteration or deviation from the above described work involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate.

2/14/2023

9:45 AM

- ◆ All agreements contingent upon accidents or material delays beyond our control.
- ◆ River City Flooring shall be reimbursed for any increases from tariffs enacted after the date of this proposal or for any increases in material prices or extended storage costs due to a delay from the original bid schedule.

Thank you for the opportunity to quote this project. If any questions arise with regard to this proposal please contact me.

Respectfully submitted by River City Flooring,

Kevin Pasma
616-318-4949
kevinp@rcflooring.net

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. River City Flooring is hereby authorized to do the work as specified. Payment will be made upon completion, unless other arrangements have been approved.

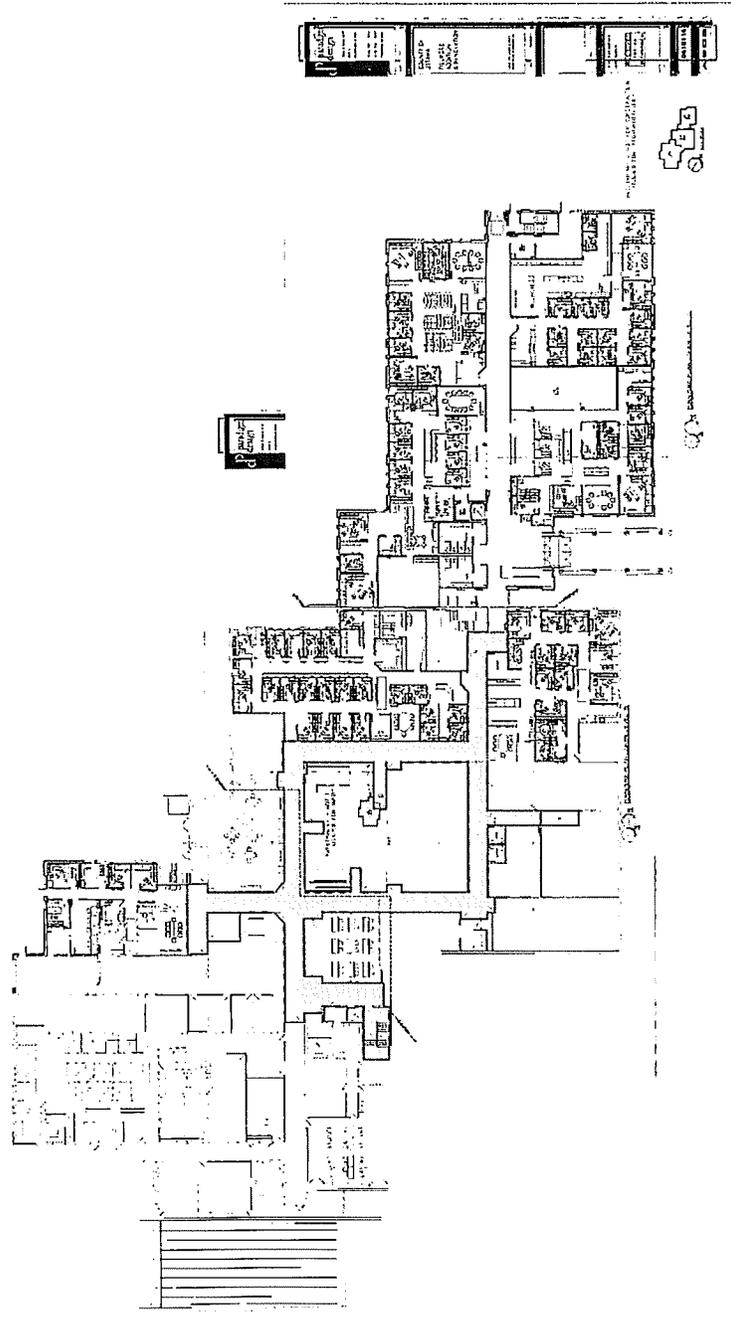
Date of Acceptance _____

Signature _____

Please sign and return to River City Flooring

Lower Level(Option 1)

RC RIVER CITY | Flooring Design Studio
3307 Hudson Trails, Hudson, NJ 08126 phone 616-896-6961 fax 616-495-6965



- Delete Base
- Powerbond & RS Cushion Paradigm Arabian
- Transition Cpt to Rubber Mannington Carpet to resilient; 152 Match Base Color
- Float to Ceramic
- Transition Cpt to Concrete Mannington Carpet Cove Cap 022 Match Base Color



County of Ottawa

Fiscal Services - Purchasing

Exhibit C

12220 Fillmore Street • Room 331 • West Olive, MI, 49460

(616) 738-4670

Fax (616) 738-4897

VENDOR INSURANCE REQUIREMENTS / REQUEST

Please be advised that before any vendor can begin work in a County facility, or before a purchase order can be processed, if applicable, the County requires that you provide evidence of insurance as follows:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation Limits	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 & 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 separately per location or project.	

AUTOMOBILE (if applicable)

Residual Liability Limit	\$1,000,000 Each Accident
Personal Injury Protection	Michigan Statutory
Property Protection	Michigan Statutory

PROFESSIONAL LIABILITY (if applicable)

Limit of Liability	\$2,500,000 Aggregate Limit
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Please provide a **certificate of insurance** detailing your coverage which meets the above requirements. 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 its officers, officials, employees, volunteers and agents are to be additional insureds as respects to the services 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 listed as additional insureds. A **30-day** notice is required in the event of coverage termination for any reason

Additional Insured Endorsement to the Commercial General Liability policy **must accompany the certificate**, OR the **certificate must state** that the General Liability policy includes a blanket additional insured provision on the primary basis for any entity required by contract or agreement to be an additional insured.

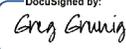
Please forward your evidence of insurance to; **OTTAWA COUNTY PURCHASING** , 12220 Fillmore St Rm 331, West Olive, MI 49460, purchasing@miottawa.org, Fax Number 616-738-4897

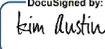


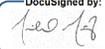
Proposal Evaluation Flooring Materials with Related Supplies and Services

Possible Points	Altro USA, Inc.	Armstrong Flooring Inc	Bentley Mills, Inc	Canada Mat Inc.	Carpet Guys USA LLC	Eco Interiors, Inc	Engineered Floors, LLC	Gerflor USA	Interface Americas, Inc.	Karndean International LLC
Conformance to Terms/ Conditions to Include Documentation	50	39	44	39	33	44	39	43	41	43
Pricing	400	330	341	360	334	306	328	331	317	358
Financial, Industry and Marketplace Successes	75	60	60	67	56	44	52	61	69	65
Bidder's Ability to Sell/ Service Contract Nationally	100	77	82	84	59	42	66	85	77	82
Bidder's Marketing Plan	50	42	42	38	36	25	37	43	40	40
Value Added Attributes	75	64	65	67	55	46	59	65	64	61
Warranty Coverages and Information	50	41	43	40	40	36	45	43	43	42
Selection and Variety of Products and Services Offered	200	147	145	160	128	140	126	157	148	144
Total Points	1,000	800	817	860	747	672	757	824	793	835
Rank Order		13	9	2	17	19	16	8	14	4

Possible Points	Mannington Mills, Inc.	Milliken & Company	Mohawk Carpet Distribution, Inc.	Mondo USA Inc.	Roppe Holding Company	Shaw Industries, Inc.	Tarkett USA Inc.	TDG Operations, LLC dba Atlas Masland Contract	UPOFLOOR Americas, Inc.
Conformance to Terms/ Conditions to Include Documentation	50	43	43	43	44	42	40	41	36
Pricing	400	333	310	341	313	314	328	314	303
Financial, Industry and Marketplace Successes	75	66	63	67	65	63	63	67	54
Bidder's Ability to Sell/ Service Contract Nationally	100	85	82	89	76	82	85	80	68
Bidder's Marketing Plan	50	44	39	39	44	46	45	35	33
Value Added Attributes	75	69	65	65	57	63	64	66	55
Warranty Coverages and Information	50	44	39	44	43	42	43	43	39
Selection and Variety of Products and Services Offered	200	170	166	183	142	156	165	176	134
Total Points	1,000	854	807	871	783	810	841	835	722
Rank Order		3	11	1	15	10	5	6.5	12

DocuSigned by:

 7DD0CEFDBB3D45D
 Greg Grunig, Sourcewell

DocuSigned by:

 6830543C58384D1
 Kim Austin, CPPB, Sourcewell

DocuSigned by:

 0B0204E40D3E445
 Michael Munoz, Sourcewell

DocuSigned by:

 758BA3F379B5409
 Stephanie Haataja, CPIM, Sourcewell



Solicitation Number: RFP#080819

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Tarkett USA Inc.**, 30000 Aurora Rd. Solon, OH. 44139 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member. It is expressly understood that Purchase Orders are subject to Vendor's acceptance.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this

Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay a two percent (2%) administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members minus fees, credits, returns, taxes, shipping, and installation services. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell’s approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor

certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
By: 
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 11/19/2019 | 6:30 PM CST

Vendor
By: 
159991D7C6B54E4...
Jeff Fenwick
Title: President
Date: 11/20/2019 | 8:50 AM CST

Approved:
By: 
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/19/2019 | 8:57 PM CST

RFP#080819 - Flooring Materials with Related Supplies and Services

Vendor Details

Company Name: Tarkett USA Inc.
30000 Aurora Rd
Address: Solon, Georgia 44139
Contact: John Sumlin
Email: John.Sumlin@tarkett.com
Phone: 706-281-2791
Fax: 706-259-2657
HST#: 63-1185575

Submission Details

Created On: Friday June 21, 2019 12:01:30
Submitted On: Thursday August 08, 2019 16:29:30
Submitted By: John Sumlin
Email: John.Sumlin@tarkett.com
Transaction #: 34743408-07dc-4bb6-a3a9-96d252f9a41f
Submitter's IP Address: 108.171.132.189

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Tarkett USA Inc.
2	Proposer Address:	30000 Aurora Rd, Solon, OH 44139
3	Proposer website address:	https://commercial.tarkett.com/en_US/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jeff Fenwick, President, 30000 Aurora Rd, Solon, OH 44139, noah.corbin@tarkett.com, (706) 281-2791
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Sumlin, VP Education Strategic Accounts, 30000 Aurora Rd, Solon, OH 44139, john.sumlin@tarkett.com, (404) 431-2131
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jonathan Stanley, VP Education Strategic Accounts, 30000 Aurora Rd, Solon, OH 44139, jonathan.stanley@tarkett.com, (864) 434-3554 Noah Corbin, Contract Sales Support Specialist, 30000 Aurora Rd, Solon, OH 44139, noah.corbin@tarkett.com, (706) 281-2791

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	For more than a century, Tarkett has grown into a clear leader in the flooring and surfaces industry, with more than 12,000 employees worldwide who support sales in over 100 countries. Tarkett helps create great spaces and delivers a smooth customer experience by understanding customers' needs, offering expertise, and being obsessed with execution. We have developed the world's most extensive system of product solutions and services, known as the Tarkett Solution SPECTrum™, which includes a variety of industry-leading resilient and soft surfaces. With award-winning products for all market segments, Tarkett has a distinct understanding of your surface needs at every stage of the project, from selection to installation to maintenance—for both home and commercial designs. Because health and wellness are at the heart of everything we do, you'll find healthier materials in every product category and the industry's most extensive inventory of Cradle to Cradle® certifications. It's another way we're Doing Good—Together.

<p>8</p>	<p>Provide a detailed description of the products and services that you are offering in your proposal.</p>	<p>Modular- Available in tiles and planks in varying sizes, our modular carpet is available in three different performance types: ethos® Modular with Omni-Coat Technology™, ER3® Modular, and Flex-Aire™ Cushion Modular.</p> <p>Powerbond- Powerbond® hybrid resilient sheet flooring is a heterogeneous construction of nylon and closed-cell cushion. Fused through heat and pressure, the layers are integral and inseparable. The innovative closed-cell cushion is the single most significant component to Powerbond's performance and design capabilities. Powerbond is an interiors icon, offering unique attributes perfect for any commercial interior environment</p> <p>Broadloom- After more than 100 years, Tarkett continues to produce award-winning broadloom with a flair for design and a reputation for superior quality. Our tufted broadloom products epitomize smart design and performance and work in tandem with all other Tarkett platforms.</p> <p>Woven- Tarkett's wovens represent the ultimate in luxury and performance, offering interesting studies in texture and relief. Drawing on the weaving techniques handed down through centuries, our design team takes a modern approach to woven broadloom, offering an elegant, high end look in numerous designs and colors.</p> <p>LVT & LVP- Luxury vinyl planks and tiles offer complete design freedom with endless layout possibilities across a broad range of patterns, colorways, quality levels and installation formats. LVT withstands heavy traffic and is easy to maintain with extra resistance to scuffs, scratches and stains. For any segment, for any space, luxury planks and tiles is an optimized, inspired solution.</p> <p>Rubber- Rubber flooring has it all. Universally embraced for its practical beauty and a rare balance of function with aesthetics, safety with efficiency, and short term costs with lifetime return. Rubber is naturally slip resistant and shock absorbent. Easy to maintain and durable enough to perform for decades, rubber is available in a rich array of colors, patterns and textures.</p> <p>Linoleum- One of the most natural and sustainable flooring solutions on the market, Tarkett linoleum has been appreciated for its natural beauty, comfort and durability for over 150 years. Our linoleum is made from 94% natural raw materials (linseed oil, wood and cork flour, and resins) and is treated with our unique x²surface protection for durability, easy cleaning and cost-effective maintenance. Tarkett linoleum is the world's first to be certified Cradle to Cradle.</p> <p>Vinyl Sheet- Vinyl flooring combines a broad portfolio of patterns and colorways with high performance for schools, hospitals and other high traffic areas. From heterogeneous sheet composed of several layers, including a printed sheet for limitless design possibilities, to homogeneous sheet and tile with a through pattern, Tarkett's portfolio is high performing and low emitting, contributing to a safe and healthy indoor environment.</p> <p>Composition Tile- Composition tiles provide economic value and a multitude of patterns and quality options to optimize performance across a number of high traffic installation areas. From the original vinyl composition tile (VCT), to vinyl enhanced tile (VET) and solid vinyl tile (SVT), composite tiles are budget friendly and withstand heavy foot and rolling traffic. US-made and low-emitting, composite tile contribute to the safety and health of every space.</p> <p>Wall Base- That special area between the wall and the floor that brings the whole space together. That's what a wall base is about. Our portfolio of options is the market's greatest.</p> <p>Stairwell Management- Proper stairwell management minimizes risk by balancing safety and performance, leading to a measurable long-term return. Our integrated stairwell management system includes rubber and vinyl treads, nosings and accessories that enhance the flow of a space, allowing people to move safely and comfortably. All are available in a broad array of profiles, textures, patterns and colors.</p> <p>Adhesives & Cleaners- All Tarkett installation solutions balance the unique needs of the flooring, the substrate and installation environment to ensure the most effect, efficient and safe space. Adhesives are rigorously developed and tested to meet all necessary technical requirements, accounting for the distinct materials and composition of each floor. Pairing the proper Tarkett adhesive with each Tarkett floor helps in maintaining exceptional performance and a long-installed life.</p> <p>Installation Services</p>
<p>9</p>	<p>What are your company's expectations in the event of an award?</p>	<p>We expect to build a case for sole award of the Sourcewell flooring contract. This award would be based on our complete manufacturer offering of resilient and soft flooring with a service component teaming with local installation contractors to provide, handle, and install our products. This model will satisfy the needs of a majority of institutional customers in North America and supports local business.</p>

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate our financial strength and stability, we have attached our financial statements for 2016, 2017, and 2018.
11	What is your US market share for the solutions that you are proposing?	While there is no published market share information, the Company believes its participation in the U.S. specified commercial carpet market is between 10% and 15%. Tarkett, as a whole, is the third-largest floorcovering provider in the world.
12	What is your Canadian market share, if any?	While there is no published market share information, the Company believes its participation in the U.S. specified commercial carpet market is between 10% and 15%. Tarkett, as a whole, is the third-largest floorcovering provider in the world.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	How is your organization best described: is it a manufacturer? Do you have your written authorization to act as a distributor/dealer? Describe your sales and service force and with your dealer network.	<p>Tarkett USA Inc. has an exceptional independent contractor dealer network of flooring experts. These dealers are skilled flooring professionals providing knowledge, skill, and expertise to our customer base. Tarkett NA teams with organizations such as INSTALL to ensure superior flooring installations via their training and certification programs for floor layers.</p> <p>Dealers assist in helping customers meet their schedule and performance requirements. Services they offer may include the following: Project Management, Estimating, Life Cycle Costing, LEED and Green Consultation, Delivery and Warehousing, Product Care and Maintenance, and Reclamation and Recycling.</p> <p>Additionally, Tarkett USA Inc. trains and certifies authorized dealers in the handling and installation of their flooring products and uses a select list of independent dealers for this RFP to ensure accuracy and compliance as much as possible. Part of the dealer commitment is to utilize contracts and cooperative purchasing agreements to maximize opportunities to promote flooring solutions. Renovation is a market where the Tarkett USA Inc. dealer network and the Tarkett USA Inc. Account Executives outperform the market. Tarkett USA Inc. is tied more closely to owners and opportunities because of Tarkett USA Inc. "value" position in the market. Tarkett USA Inc. dealers can offer full turnkey services through our Source One® department, as well as, material only requirements that owners (agencies) may have. We are proposing both channels in this agreement.</p> <p>The Account Executives, Directors, and Managers are employees of Tarkett. Our dealer network consists of independent companies and is not employees of Tarkett NA.</p>
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All dealers/floor covering workrooms that install Tarkett USA Inc. products must be certified by Tarkett USA Inc.'s Installation Technical Department. These dealers/floor covering workrooms should also hold required business licenses for doing business in their local area and state of residence. Tarkett USA Inc. has an exceptional dealer network of flooring experts. These dealers are skilled flooring professionals providing knowledge, skill, and expertise to our customer base.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	N/A
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Modular • Broadloom • Powerbond • Woven • Area Rugs • Rubber • Linoleum • LVT • Vinyl • Composition Tile • Wall Base • Stairwell Management • Finishing Accessories • Installation Accessories • Adhesives & Cleaners

Industry Recognition & Marketplace Success

Line Item	Question	Response *
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Since 2011, we've worked with the scientific institute EPEA to apply Cradle to Cradle® (C2C) principles throughout our activities. We have assessed thousands of ingredients with 94 % of all Tarkett USA Inc. global ingredients third-party evaluated to understand their impact on our health and the planet and continually seek to improve our products with new formulations and alternative ingredients. We have over 30 Global Products collections Cradle to Cradle Certified – this encompasses over 800 SKUs. Please see our Tarkett USA Inc. overview for all Product Categories. We strive to eco-design with suitable materials.</p> <p>2017 Red Dot Award for The ID Mixonomi Luxury Vinyl Tiles collection The Red Dot Award is one of the most sought-after quality marks for good design, innovation, and sustainability. Submissions from over 54 countries were remitted for evaluation. The Red Dot Award: Product Design Award is one of the most renowned evaluation processes for product design development in the world.</p> <p>Additional Industry Recognition</p> <ul style="list-style-type: none"> -The first flooring manufacturer certified by the Asthma and Allergy Foundation of America. -The lowest Total VOCs in the flooring industry. 10 to 100 times lower than standards. -The first flooring manufacturer to remove ortho-phthalates from our products and by 2013, we had eliminated them from our products <p>Concerning Corporate Social Responsibility and Talent Development</p> <ul style="list-style-type: none"> -In 2019, Tarkett USA Inc. ranked in the top 125 companies of Employer-sponsored training and Development programs by Training Magazine, the leading business publication for Learning and Development professionals. 						
19	What percentage of your sales are to the governmental sector in the past three years	<p>~GOVERNMENT SALES</p> <table border="1"> <tr> <td>2016</td> <td>1.29%</td> </tr> <tr> <td>2017</td> <td>1.50%</td> </tr> <tr> <td>2018</td> <td>1.43%</td> </tr> </table>	2016	1.29%	2017	1.50%	2018	1.43%
2016	1.29%							
2017	1.50%							
2018	1.43%							
20	What percentage of your sales are to the education sector in the past three years	<p>EDUCATION SALES</p> <table border="1"> <tr> <td>2016</td> <td>31.37%</td> </tr> <tr> <td>2017</td> <td>32.33%</td> </tr> <tr> <td>2018</td> <td>40.04%</td> </tr> </table>	2016	31.37%	2017	32.33%	2018	40.04%
2016	31.37%							
2017	32.33%							
2018	40.04%							

21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>ALLIED STATES COOPERATIVE 2017</p> <p>\$7,710.95 APN (ALLIANCE PURCHASING NETWORK) 2016</p> <p>\$13,043.59</p> <p>2017 \$86,651.58</p> <p>ASCENSION HEALTH RESOURCE AND SUPPLY MANAGEMENT GP 2018</p> <p>\$5,657.43 BUY BOARD (TEXAS ASSOCIATION OF SCHOOL BOARDS) 2016</p> <p>\$408,185.11</p> <p>2017 \$347,869.70</p> <p>2018 \$975,028.91</p> <p>CASBO CALIFORNIA SD AND COMMUNITY COLLEGES / NJPA</p> <p>2017 \$2,118,154.78</p> <p>2018 \$2,499,215.26</p> <p>E&I EDUCATIONAL & INSTITUTIONAL COOPERATIVE PURCHA</p> <p>2016 \$1,677,890.75</p> <p>2017 \$1,656,301.88</p> <p>2018 \$1,698,218.83</p> <p>GSA (GENERAL SERVICES ADMINISTRATION)</p> <p>2016 \$1,903,363.42</p> <p>2017 \$1,369,263.08</p> <p>2018 \$92,647.45</p> <p>HPG HEALTHTRUST PURCHASING GROUP - CONSORTA - HCA</p> <p>2016 \$1,932,587.43</p> <p>2017 \$944,315.66</p> <p>2018 \$442,975.44</p> <p>HPSI (NATIONAL PURCHASING GROUP DBA), COVENANT, EN</p> <p>2016 \$607,493.58</p> <p>2017 \$252,740.01</p> <p>2018 \$8,673.89</p> <p>INTALERE F/K/A AMERINET</p> <p>2016 \$89,561.62</p> <p>2017 \$66,789.04</p> <p>2018 \$8,548.53</p> <p>KAISER FOUNDATION HEALTH PLANS INC</p> <p>2016 \$1,600,051.47</p> <p>2017 \$1,413,756.94</p> <p>2018 \$1,733,767.02</p> <p>MHA-MANAGED HEALTH CARE ASSOCIATES INC -DIRECT MED</p> <p>2016 \$27,033.42</p> <p>2017 \$66,853.91</p> <p>2018 \$5,379.49</p> <p>NASPO VALUEPOINT</p> <p>2016 \$124,069.77</p> <p>2017 \$165,236.61</p> <p>NJPA EXPIRED (USE 11012 INSTEAD)</p> <p>2016 \$1,197,618.17</p> <p>2017 \$480,825.31</p> <p>2018 -\$30.76</p> <p>NOVATION, LLC 2016 \$48,660.08</p> <p>PREMIER PURCHASING & DESIGN, INC.(CORPORATE) 2018</p> <p>\$5,276.19</p> <p>PUBLIC AGENCY - GSA TERMS & CONDITIONS</p> <p>2016 \$6,159,550.19</p> <p>2017 \$5,053,735.28</p> <p>2018 \$5,268,329.11</p> <p>SOURCEWELL / NJPA</p> <p>2016 \$90,992.28</p> <p>2017 \$3,140,408.82</p> <p>2018 \$4,168,160.03</p> <p>SUTTER HEALTH</p> <p>2016 \$204,185.45</p> <p>2017 \$245,211.09</p> <p>2018 \$146,187.00</p> <p>TCPN - NATIONAL IPA</p> <p>2016 \$761,172.71</p> <p>2017 \$573,922.80</p> <p>2018 \$631,406.28</p> <p>TIPS (FORMERLY TIPS/TAPS)</p> <p>2016 \$477,278.87</p> <p>2017 \$58,718.57</p> <p>2018 \$106,684.56</p> <p>VIZIENT (NOVATION, MEDASSETS)</p> <p>2016 \$181,486.04</p> <p>2017 \$69,951.76</p> <p>2018 \$41,003.73</p>
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22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA (GENERAL SERVICES ADMINISTRATION) 2016 \$1,903,363.42 2017 \$1,369,263.08 2018 \$92,647.45
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References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
CASBO	Tatia Davenport	(916) 504-2249
State of New York	Joseph Popa	(518) 473-9746
State of Florida	Brenda Wells	(850) 488-6904
Fresno USD	Amy Esquivel	(559) 457-3468

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
School District	Education	Texas - TX	Carpet and LVT	439,155 SY	\$10,149,262
School District	Education	Texas - TX	Carpet and LVT	272,171 SY	\$5,832,982
State Government	Government	Michigan - MI	Carpet and LVT	133,762 SY	\$3,780,081
School District	Education	Nevada - NV	Carpet and LVT	224,400 SY	\$3,642,927
School District	Education	Florida - FL	Carpet and LVT	130,623 SY	\$3,449,392

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>1 SVP of Customer Experience Commercial Sales</p> <p>3 Division VP's of Commercial Sales 21 Regional VP's of Commercial Sales</p> <p>3 Education VP of Strategic Accounts 3 Healthcare VP of Strategic Accounts 2 Workplace VP of Strategic Accounts 2 Retail VP of Strategic Accounts 2 Hospitality VP of Strategic Accounts</p> <p>~200 Sales Representatives</p> <p>1 Contract Sales Support Manager 4 Contract Sales Support Specialist</p>
26	Dealer network or other distribution methods.	<p>Tarkett USA Inc. has an exceptional dealer network that is trained and certified in the handling and installation of our flooring products. Part of the dealer commitment is to utilize contracts and cooperative purchasing agreements to maximize opportunities to promote flooring solutions. Renovation is a market where the dealer network and the Tarkett Associates outperform the market. Tarkett USA Inc. is tied more closely to owners and opportunities because of the "value" position in the market. Tarkett has the highest performing flooring products in the commercial market. The dealers can offer full turnkey services, as well as material only requirements that owners (agencies) may have. We are proposing both channels in this agreement. An owner (agency) can buy material ONLY or fully delivered and installed goods with this proposal.</p> <p>AUTHORIZED DEALERS</p> <p>"Authorized Dealers" are the flooring contractors submitted in our list of dealers. Please contact representative for your local dealers or to determine if your current dealer is "authorized."</p> <p>Your local representative can be found by going to https://contact.tarkett.com</p>

27	Service force.	<p>Tarkett USA Inc. has an exceptional dealer network that is trained and certified in the handling and installation of our flooring products. Part of the dealer commitment is to utilize contracts and cooperative purchasing agreements to maximize opportunities to promote flooring solutions. Renovation is a market where the dealer network and the Tarkett Associates outperform the market. Tarkett USA Inc. is tied more closely to owners and opportunities because of the "value" position in the market. Tarkett has the highest performing flooring products in the commercial market. The dealers can offer full turnkey services, as well as material only requirements that owners (agencies) may have. We are proposing both channels in this agreement. An owner (agency) can buy material ONLY or fully delivered and installed goods with this proposal.</p> <p>AUTHORIZED DEALERS</p> <p>"Authorized Dealers" are the flooring contractors submitted in our list of dealers. Please contact representative for your local dealers or to determine if your current dealer is "authorized."</p> <p>Your local representative can be found by going to</p>
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<p>28</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Web-based Solutions Sourcewell members may take advantage of sample ordering through the Tarkett website at https://commercial.tarkett.com/en_US/</p> <p>Also, Sourcewell members may call the Tarkett USA Inc. Customer Service toll free at 800-248-2878 or Tarkett USA Marketing Support Team at 800-899-8916 and request literature, samples, and/or specifications.</p> <p>Technical Support Technical support personnel is available for both installation-related items, as well as product-technical information. There is no additional cost for these services. Training and support are available on an as-needed basis. The Technical Support personnel are responsible for customer relations and education relative to the proper product application and installation of Tarkett USA solutions. This team responds to inquiries related to installation, environmental concerns, standards, maintenance, etc.</p> <p>Post-installation Services and Maintenance Information and technical support as needed for maintenance for these services to the Sourcewell member.</p> <p>Process for Quotes (Pricing Requests) Pricing is obtained from the local Tarkett NA associate following the pricing as outlined in this proposal. If the Sourcewell member utilizes the services of Source One, Tarkett USA Inc.'s in-house installation services group, then the Sourcewell member will work with Source One for turnkey installation quotations on an as-needed basis.</p> <p>Order Placement Please contact your local authorized dealer (or Source One) to order our products.</p> <p>Overages or Shortages on Delivery (Policies & Procedures) We recommend that Sourcewell members contact the Dealer for all claims. Shortages of material may result for different reasons. When a deficiency is discovered, an investigation will be implemented to ascertain the cause of the potential shortage. When the investigation is complete, and a determination has been made to the cause, Tarkett USA Inc. along with the dealer, will work with Sourcewell's member to provide enough material on-site to complete the project. Depending upon the ultimate cause for the shortage, Sourcewell's member may be required to pay for the additional material. The cost may be charged to the freight company or Tarkett USA Inc. may be responsible for supplying the supplemental material.</p> <p>Backorders, Fill Rates and Delayed Shipments Tarkett USA Inc.' on-time and order fill rate is 96%.</p> <p>Tarkett USA Inc. is a made-to-order manufacturer and orders are processed as they are entered into our system. Orders are processed according to the date they are needed. Should there be issues anywhere in the production of material, the Tarkett USA Inc. Customer Service Representative will contact the Account Executive for Sourcewell's member and let them know about the change in production date and expected shipment.</p> <p>Tarkett USA fill rates vary based on product types and average 85%. Inventory is maintained on Sourcewell member about the change in the production date and expected shipment timeframe.</p> <p>Delivery Lead Time Tarkett USA Inc. is a made-to-order manufacturer. Standard production lead time for products is 4-6 weeks and 2-10 days for Quickship / Quickship Express products.</p> <p>Tarkett USA Inc. uses independent freight carriers for delivery of its carpet products to its customers. Allow an additional 3-10 days for shipping. Tarkett USA delivery lead times vary based on products. Average lead time is 3-4 weeks.</p> <p>Toll Free Number Availability Tarkett USA Inc. Customer Service 1-800-248-2878 Dalton, GA</p> <p>Tarkett USA Customer Service 1-800-899-8916 Solon, OH</p>
<p>29</p>	<p>Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.</p>	<p>Any state where legislation has been passed that does not allow the use of cooperative agreements to purchase non-consumable products (i.e. flooring and related services).</p>

30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Any segment where cooperative agreements to purchase non-consumable products (i.e. flooring and related services) are not allowed by law.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	The only restrictions that currently exist would be in states where legislation has passed which prohibit the use of cooperative agreements to purchase non-consumable products.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>At Tarkett, we believe that people are happiest when they are offered choices that help them balance their needs and stay faithful to their values. Moreover, that's true whether you are creating a vision for your home or designing a significant Government or Education facility. That's why we've developed the world's most extensive system of flooring and services, so our customers – whether they are architects or facility managers – can more easily accomplish the many balancing acts in life. Our floors are beautiful yet durable, easy to maintain, and are comfortable so you and your clients can enjoy and be productive in everyday life.</p> <p>With the wide variety of integrated flooring options we offer, we are sure that you will find the best solution with Tarkett. Tarkett produces a wide range of sustainable and coordinated floors in different materials and types such as modular carpet, broadloom, and woven, vinyl, linoleum, rubber, and laminate. Tarkett produces many types of flooring; you've probably already lived, worked, played, studied, or even recuperated on our flooring in your home, school, hospital, retail store, or office.</p> <p>We also celebrate our rich history, one that goes hand-in-hand with that of the flooring industry, because many of the names that have helped form Tarkett as a company are those that have shaped the flooring world for more than 100 years: Azrock, Johnsonite, Tandus, Centiva, Domco, Harris Tarkett and Nafco. Today we have grown to employ more than 12,000 people worldwide in 34 production centers and sales within over 100 countries.</p> <p>For over a century, Tarkett has nurtured and grown into a clear industry leader with a passionate focus on simple, confident customer experiences. With size, resources and award-winning products for all market segments, Tarkett has a distinct understanding of your interior finish needs – for the home or commercial use – so you can feel confident you've made the right choice with Tarkett.</p> <p>Our resilient line has the broadest portfolio of high-performance, resilient flooring surfaces in the industry. With practical solutions and healthier materials that support every stage of the project—from specification to installation to maintenance—we're able to deliver a measurable return on investment and beautifully functional spaces that support the people who live, learn, work and heal in them every day.</p> <p>VIEW PRODUCTS</p> <p>Our soft surface flooring solutions meet the needs of the most demanding commercial environments. With unmatched innovations for installation and maintenance and a focus on Cradle to Cradle® principles, our cutting-edge designs work beautifully with the rest of the Tarkett portfolio to create beautiful, comfortable environments that invite and inspire.</p> <p>With over 120 Account Executives, 45 Distribution channel managers, 21 Regional Vice Presidents, 3 Division Vice Presidents and 3 Segment Vice Presidents Tarkett aligns with local Flooring contractors and our Turnkey installation services (Source One) to create a saturated sales and Service approach to North America. We have a dominant presence in the US and Canada. Our materials are bought for inventory and supply as well as "installed," which is a material and service number to get new flooring under your feet. We are the most capable mill in the industry to implement and manage a contract in North America</p>

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>To fully illustrate please visit our web presence: https://commercial.tarkett.com/en_US/</p> <p>For Social Media: Twitter @TarkettGroup Facebook Tarkett Official Instagram tarkettcontract LinkedIn Tarkett under company * building materials</p> <p>The vision for our digital presence in alignment with our overall market strategy is illustrated from our group level and is and will continue to be unmatched in the flooring market. The investment will continue to be market-leading: Tarkett, a global leader in innovative and sustainable flooring and sports surface solutions CEO Fabrice Barthélemy, is leading our "Change to Win" strategic plan.</p> <p>Tarkett's ambition is to be the global leader in commercial flooring and sports surfaces, to grow selectively in residential flooring and to change the game in a circular economy. The plan relies on four strategic pillars:</p> <ol style="list-style-type: none"> 1. Sustainable growth, resulting from an increased focus on selected commercial end-user flooring segments (Workplace, Education/Government, Health Care, and Hospitality) and further expansion in Sports. The Group also plans to invest in digital channels to capture future growth; 2. A robust customer-centric mindset and an organization is driven by simplicity, agility, and speed; 3. An ambitious circular economy deployment with a strong focus on recycling solutions for our customers; 4. A disciplined cost savings program aiming at delivering €120 million of savings over 2019-2022 and selective capital allocation aligned with the focus on sustainable growth. <p>CEO Fabrice Barthélemy, said: "We are expecting no tailwind from the economic environment globally in the next years. Therefore we need to adapt and change to deliver above-market growth and improved profitability. We have built a solid plan that combines a stronger focus on selected end-user segments, an expanded presence in digital channels, and further developments in a circular economy. Our organization and teams will be more customer-centric while working on simplifying the way we operate. Being more agile is critical to our success, and all Tarkett teams are fully committed to this new strategic plan: Change to Win."</p> <p>Examples: Designer on demand- Let our Designer on Demand team do the work. Submit your project online, and our designers will create beautiful renderings you can proudly share with your clients. Submitting is easy; you can provide: Custom room images along with palette and product specs Floorplans with a palette and product specs Please select a room type from our virtual view library and send us your palette and product specs 3D files and we'll create a virtual room scene To get started, log in or create an account on Designer on Demand. You can also live chat with our designers during regular business hours. This service is offered at no cost to the client and account executives.</p> <p>Online self serve renderings On line ordering (all platforms by 2020)</p> <ol style="list-style-type: none"> 2. Material imagery for CAD and BIM use for virtual walkthroughs
34	In your view, what is Sourcewell's role in providing Sourcewell- awarded contract into your sales process?	<ol style="list-style-type: none"> 3. If Sourcewell can continue to maintain its pristine image in the market place, manage membership with growth, and remain a robust digital presence, we can manage our market. We have demonstrated capabilities to integrate Sourcewell into our sales process with our efforts with the California Association of School Business Officers (CASBO), State of FL, and the State of NY. To Tarkett, this is not a plan, but an executed effort. We will continue to lead with Sourcewell as we have in the past with owners that can use cooperative purchasing.
35	Are your products or services available through an e-procurement system and how does it work?	<p>E-procurement (electronic procurement, sometimes also known as supplier exchange) is the business-to-business or business-to-consumer or business-to-government purchase and sale of supplies, work, and services through the Internet as well as other information and networking systems, such as electronic data interchange and enterprise resource planning.</p> <p>Tarkett is currently working in a number of our segments with e-procurement solutions. Examples are e-Informing, e-Tendering, e-Auctioning, vendor management, catalog management, Purchase Order Integration, Order Status, Ship Notice, e-invoicing, e-payment, and contract management.</p> <p>Elements of e-procurement include a request for information, request for proposal, request for quotation, RFx (the previous three together), and eRFx (software for managing RFx projects). We are responding to Sourcewell via an eProcurement system. This is another example of our leadership in eProcurement. Being responsive to electronic advancements falls under our digital commitment outlined above by our group/global CEO in section. Specifically, in Section 7.2.</p>

Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Please refer to our digital Maintenance documentation is available on all of our products. These can serve as in-service tools for maintenance staffs. This documentation includes written instructions, specifications that outline maintenance requirements, videos, and other tools.</p> <p>We have set up and offered training for our approved local flooring contractors to better penetrate markets and foster compliance of contracts, and show and train on product installation and environmental issues that affect flooring (moisture, floor prep, etc.).</p>
37	Describe any technological advances that your proposed products or services offer.	<p>ethos At Tarkett USA Inc., it's nothing new for us to venture outside our market to find valuable alternative waste streams for feed-stock. Glass recyclers create mountains of film found in disposed of windshields and safety glass during the glass recycling process. We use this film to make ethos®, reducing our dependence on raw materials and lowering our environmental footprint.</p> <p>iQ Flooring Lots of companies claim they have no-wax floors. However, read the fine print, and you'll find they have no-initial-wax floors or no-wax-until-such-a-time-as-you-need-it floors. Only Tarkett USA Inc.'s Granit and Optima with iQ construction never need wax or finish. Forever. Period. That's because iQ isn't a topcoat or a wear layer. It's a proprietary technology. Also, because you never wax or finish, iQ floors are great for your bottom line. Not just because they cost less to maintain but because they cause less disruption to the people who use the space.</p> <p>Cradle to Cradle Closed Loop Recycling Current product offerings for Tarkett USA Inc.'s vinyl-backed products are closed-loop recycled back into vinyl- Current product offerings for Tarkett USA Inc.'s Broadloom products may be recycled through a third-party recycling company to recycle the broadloom materials after its useful life.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As the industry leader in carpet reclamation, Tarkett USA Inc. knows a thing or two about recycling. We operate the flooring industry's first third-party certified (2010) closed-loop reclamation and recycling facility in Dalton, Georgia. Since 1994, over 284 million lbs of post-consumer carpet and waste has been diverted from landfills.</p> <p>Restart We are dedicated to eliminating landfill waste from post-use floorcoverings. A great way to do this is to recycle old installed floors. Our ReStart Program reclaims samples, products, and installation waste. We continue to look at the economic, industrial, and social frameworks that surround our products. While we continuously examine the methodologies and tools that allow us to reclaim and produce flooring, we strive to find innovative ways to reuse those materials and provide the high performance and lasting products we are known for.</p> <p>We have the potential to recycle millions of pounds annually! With the help of our clients, large or small, we hope to significantly increase our recycling efforts. As an industry, we all share the responsibility — at every step of the way — to prevent landfill waste.</p> <p>For several years, Tarkett USA Inc. has been committed to making the transition to a circular economy powered by Cradle to Cradle® principles, thus positively contributing to people's health and well-being and the planet. Since 2011, Tarkett USA Inc. has been deploying a comprehensive sustainability strategy based on its 'closed-loop circular design' model. This is driven by an extensive eco-innovation strategy which is looking at each step of the product life (design, production, use, and recycling). Tarkett USA Inc. has been at the forefront of shaping transformation within the flooring industry. This has resulted in breakthrough eco-innovations and initiatives, such as flooring solutions that contribute to improved indoor air quality and well-being, connected living spaces for healthcare services, use of phthalate-free plasticizers, product design based on high levels of recycled content, development of recycling programs or implementation of renewable energy.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>C2C Tarkett USA Inc. utilizes Cradle to Cradle® principles to strategically design and manufacture its products. The Cradle to Cradle Certified Products Program™ is a multi-attribute certification standard for products in a variety of industries administered by the Cradle to Cradle Products Innovation Institute (C2CPII). It includes a chemical assessment as part of the Material Health Category. In addition to Material Health, products are evaluated and certified based on meeting criteria for Material Reutilization, Renewable Energy, and Carbon Management, Water Stewardship, and Social Fairness. The certification requires optimization and continuous improvement as a condition of renewal. Tarkett USA Inc. certifications can be found at http://www.c2ccertified.org/products/registry</p> <p>NSF/ANSI 140 Multi-Attribute Certification for Soft Surface Flooring NSF/ANSI 140 is a leading sustainability assessment that evaluates carpet based on life-cycle assessment principles. This standard was developed by NSF's National Center for Sustainability Standards (NCSS) through a consensus-based public process with a multi-stakeholder group of participants. Six critical areas of sustainability are measured:</p> <ul style="list-style-type: none"> • Public health and environment • Energy and energy efficiency • Biobased, recycled content and environmentally preferable materials • Manufacturing • Reclamation and end-of-life management • Innovation <p>Tarkett USA Inc. USA Inc.'s certified soft surface products can be found on SCS Global Services website products-guide</p>

		<p>NSF/ANSI 332 Multi-Attribute Certification for Resilient Flooring</p> <p>NSF/ANSI-332 is the leading sustainability assessment for resilient floorcoverings developed by NSF's National Center for Sustainability Standards (NCSS) through a consensus-based public process with a multi-stakeholder group of participants. Based on a life cycle assessment approach, NSF/ANSI 332 employs a point system to evaluate resilient flooring against established prerequisite requirements, performance criteria, and quantifiable metrics in six key areas:</p> <ul style="list-style-type: none"> ◆ Product design ◆ Product manufacturing ◆ Long-term value ◆ End-of-life management ◆ Corporate governance ◆ Innovation <p>Tarkett USA Inc.'s NSF 332 certifications are available under Tarkett USA Inc. in the Sustainable Product Database on UL Environment's web site.</p> <p>Recycled Content</p> <p>Recycled Content is a third-party certification which demonstrates Tarkett USA Inc. USA Inc.'s commitment to conserving natural resources, meeting customer specifications, qualify for LEED and environmentally preferable purchasing (EPP) programs and supports aggressive sustainability goals. The recycled content of Tarkett USA Inc. USA Inc.'s certified soft surface products can be found in product specifications on Tarkett USA Inc. USA Inc.'s web site https://www.tandus-centiva.com/products or the SCS Global Services website in the Certified Green Products Guide https://www.scsglobalservices.com/certified-green-products-guide</p> <p>Recycling Facility As the industry leader in carpet reclamation, Tarkett USA Inc. knows a thing or two about recycling. We operate the flooring industry's first third-party certified (2010) closed-loop reclamation and recycling facility in Dalton, Georgia. Since 1994, over 284 million lbs of post-consumer carpet and waste has been diverted from landfills.</p> <p>Indoor Air Quality (IAQ) – You can't see it, but you know it's there. The air we breathe provides life. The quality of air impacts our health and experiences either positively or negatively. At Tarkett USA Inc., we offer products that contribute positively to indoor air quality.</p> <p>Volatile Organic Compounds (VOCs) One measurement of IAQ is the quantity and quality of VOCs found in the air. There are VOC emissions of some chemicals that can be harmful and should be avoided. Products are tested and third-party certified to ensure that they meet the strictest indoor air quality standards. One of the Tarkett USA Inc. 2020 Objective's is to have all of our products and adhesives below 100 µg/m3 of TVOC's.</p> <p>FloorScore All Tarkett USA Inc.LVT products are FloorScore® certified. FloorScore® certification means that a resilient flooring product is independently verified by Scientific Certification Systems (SCS) to comply with the volatile organic compound emissions criteria of the California Section 01350 program. The FloorScore® certification means safer, healthier, cleaner air. http://www.scsglobalservices.com/floorscore</p> <p>Greenguard</p> <p>All Tarkett USA Inc.LVT adhesives are GREENGUARD certified. GREENGUARD Certification helps manufacturers create--and helps buyers identify--interior products and materials that have low chemical emissions, improving the quality of the air in which the products are used.</p> <p>CRI GLP</p> <p>All Tarkett USA Inc.soft surface products are certified to the Carpet and Rug Institute's Green Label Plus program (CRI GLP). The CRI GLP program was developed to test and certify carpet, cushion and adhesive products for VOC emissions. Products with this certification meet California 01350 requirements. Tarkett USA Inc.RS products are among the lowest emitting in the market. Soft Surface Products http://www.carpet-rug.org/CRI-Testing-Programs/Green-Label-Plus/Carpet,-Adhesive-Cushion/GLP-Carpet-Products.aspx?&manufacturer=Tandus%20Centiva%20Inc.</p> <p>VOC Content of Tarkett USA Inc.Adhesives Tarkett USA Inc.conducts VOC content testing and obtains third-party MAS Certified Green certification of the results for its adhesive products through Materials Analytical Services, LLC. This allows Tarkett USA Inc.to provide quantifiable results demonstrating that VOC content is below the threshold limits specified by the South Coast Air Quality Management District (SCAQMD) Rule 1168.</p> <p>Please visit https://tarkett.ecomedes.com/ to search for certifications by specific styles.</p>
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40	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Tarkett USA Inc. actively seeks to contract with small, women and minority-owned businesses where possible in the procurement of raw materials, commodities, and services, as well as through the Tarkett USA Inc.'s Source One Installation program.</p>
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41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	If you can imagine it, then we can translate it into the floor. Custom Floor Design programs are used for more intricate and detailed designs. Designs are fabricated and shipped to the job site and inset by the flooring contractor. IMAGINATIONS/FLOOR ART may include but are not limited to logos, mascots, or images that are unique or repeated designs (animals, stars, flowers, etc.). Tarkett USA Inc.'s Imaginations program is a first in the flooring industry, and we are the only company to offer this unique service in those products. With our unique line of product platforms, you can use shape, color, and texture to design a floor that will help create an experience and communicate a brand message. Custom cutting can also be used in practical ways such as showing direction or dividing a space without using physical barriers. From start to finish, our designers and technicians will work to make your design vision a reality.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We are a global company and can serve any Sourcewell member anywhere on the planet. Pricing and installation pricing is included in US dollars and products shown are made in North America (many of our products are produced in Europe). Exporting or cross-referencing products made in other international markets to serve the member best can be done on a case by case basis and can be negotiated based on the US model, but international customs and labor rates will have to be negotiated. We will be pleased to generate an offer anywhere on the globe that has a floor.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Should a product be determined to be covered under the applicable express written warranty, Tarkett USA Inc. will be responsible for the return, repair, and replacement of the defective product per the applicable warranties.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see https://commercial.tarkett.com/en_US/search/documentation-center?filter-doc-role%5B%5D=Warranty&filter-doc-locale-code%5B%5D=en_US for full warranty information on all of our product platforms.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see https://commercial.tarkett.com/en_US/search/documentation-center?filter-doc-role%5B%5D=Warranty&filter-doc-locale-code%5B%5D=en_US for full warranty information on all of our product platforms.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Tarkett USA Inc. should not encounter any situations where service cannot be provided to Sourcewell members.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Tarkett USA Inc. will cover all items included in this proposal that we manufacture. Anything not made by us will be covered by the manufacturer.	*
48	What are your proposed exchange and return programs and policies?	Soft Surface Products: <ul style="list-style-type: none"> Customer may cancel any portion of a purchase order for standard running line products, or the whole thereof, that have not been shipped subject to a restocking fee. Material that has already been shipped may be returned only with the prior written approval of an authorized Tarkett USA Inc. representative and may be subject to restocking fees and any return freight incurred. LVT Products: <ul style="list-style-type: none"> Contour, Venue, and the Victory Series products are custom made and may not be canceled or returned. Customer may cancel any portion of a purchase order for the Event Series products, or the whole thereof, that have not already been shipped, subject to a 30% restocking fee. Products that have already been shipped may be returned only with the prior written approval of an authorized Tarkett USA Inc. representative and will be subject to a 30% restocking fees and any return freight incurred. Resilient Products: <ul style="list-style-type: none"> Customer may cancel any portion of a purchase order for standard running line products, or the whole thereof, that have not been shipped subject to a restocking fee. Material that has already been shipped may be returned only with the prior written approval of an authorized Tarkett USA representative and may be subject to a minimum 20% restocking fees and any return freight incurred. 	*
49	Describe any service contract options for the items included in your proposal.	Additional services are not being offered in this proposal.	*

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	<p>When using an authorized flooring contractor, the Sourcewell member will agree to the payment terms outlined by that local contractor. The local flooring contractor will need to make payment for flooring materials within thirty (30) days following the date of the invoice and shipment.</p> <p>Should any Sourcewell member choose to use our Source One turn-key services, payment for materials will be made within thirty (30) days following the date of shipment/invoice for materials and payment for labor (installation) will be made within thirty (30) days from the date of the invoice after completion of the installation.</p> <p>For large projects to be completed in phases, invoices for labor will be issued at the end of each phase of the project which invoice shall be paid thirty (30) days from the date of invoice.</p>
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Tarkett USA Inc. does not offer financing.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>The Sourcewell member can contact us (the manufacturer), and we will partner with a local flooring contractor to bring forth the Sourcewell agreement (Primary path to market) The flooring contractor, with our guidance (many dealers are already trained in how to operate this contract), will execute the Sourcewell Tarkett flooring contract. The flooring contract will then perform some if not all of these duties:</p> <ul style="list-style-type: none"> • Flooring Selection- Interior Design expertise relative to wayfinding, color, product type, performance criteria (color & texture), etc • Estimating- measurement and calculation of quantities required, including waste generated (%), manufacturing overages, seaming diagrams, carton size, proposal creation using Sourcewell contract pricing supplied by us. • Floor Preparation- demolition of existing flooring, floor preparation for new flooring by type, concrete moisture testing (MVER, rH), etc • Installation-product storage, product staging, product acclimation, adhesives, etc • Authorized Installation contractors are generally local Small Businesses who buy from the large manufacturers and perform their services as outlined above, keeping money and jobs in the local economy. There is often a mandate to support Small Women Owned Minority Businesses at the local, state, and federal procurement levels. The Turnkey process (Products, Installation, and Services Purchase) makes this offer compelling to state entities for state contract use, which has been demonstrated over time by this Proposer.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	P-card procurement is widely accepted and would be the decision of the Flooring Contractor or the Sourcewell member depending on how the order is placed.

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts) (if applicable) in the document upload section of your response.	Tarkett USA Inc.'s pricing follows a line item discount pricing model. Our attachment "Tarkett USA Inc._Sourcewell RFP_Products and Pricing_8.8.2019" outlines the price per unit, list price, and the discount off of list being offered to Sourcewell.

55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Tarkett USA Inc.'s pricing structure is market driven by style. The pricing provided here is a national delivered, not to exceed number. We are proposing a percent-off "range" on our platforms that will allow deeper discounting for lower raw material cost and highly efficient products to produce. The discounts will vary by style based on this logic. The RFP uses levels of 14.28% to 50.46% with an average of 28.64% off list on modular carpet, 16.16% to 47.35% with an average of 27.65% on Powerbond, and 3.26% to 28.03% with an average of 20.64% on Broadloom and Woven. These discounts are relative to raw material cost and production efficiencies we can pass on. Our intent is to offer NJPA members our products at a greater discount than on our previous Agreement (Set discount off list). One percent off discount factor by brand or platform (Powerbond, modular, broadloom, woven, and LVT) causes deeper savings to be missed by the Agreement. It is our belief that our pricing structure will create the greatest value on our offer and will increase compliance, utilization, and more.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Tarkett USA Inc. is not offering any of the mentioned discounts.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Tarkett USA Inc. is a manufacturer and will most likely not have the need to provide or offer "Sourced Equipment/Products and/or Related Services." We offer accessories that we will include in the RFP that are sourced. Should we have the need to add a sourced good, we will submit the sourced good as a "contract update" or an addendum, which is the same process we would follow when adding new styles/colors to our product lines. If there are items that are only particular to a client that are sourced, we will offer to provide them as open market items outside the contract. We will negotiate directly with the member and they will be listed as "ancillary items" or non-contract items. It will be up to the Sourcewell member and these items will not be greater than 50% of the "on contract" proposal.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Cost of installation services is not included in the product pricing. Installation services are listed separately (by service item) and will be charged separately on an as used basis. These services are contracted directly with the installation company according to the scope of work required.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Tarkett USA Inc. products include a freight allowance to Sourcewell member's selected flooring contractor. It does not include staging and delivery within buildings at a member's site. Standard delivery expediting will not incur any additional cost; Expedited or rush deliveries will be billed as deemed appropriate. Tarkett USA Inc. Resilient products include delivery to a distribution hub, which are in most areas of the continental US, delivery to Sourcewell members jobsite or non-continental US sites may incur additional fees if quantities are small and owners location is remote.

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Shipping</p> <p>Tarkett USA Inc. uses an independent, third-party, freight carriers to deliver its products. Freight costs included in pricing are FOB Destination/Distribution Hub within the continental United States.</p> <p>Additional freight costs will apply to Hawaii, Alaska and Canadian shipments. Additional costs may be incurred for drop shipments, lift-gate, expedited delivery, and other similar types of delivery.</p> <p>Freight Terms Freight shall be prepaid and included in the quoted price to the point within the Continent United States. Alaska, Hawaii, and Canadian freight quoted separately.</p> <p>Title and Risk of Loss Title and risk of loss shall pass to the Sourcwell member transfer to the freight carrier. However, for damage or loss occurring in transit, Tarkett USA Inc. & Johnson promptly replace the damaged or lost material and file any claims with the carrier of the Sourcwell member (if requested to do so by the member) to resolve any issues.</p> <p>Change Order and Cancellation Policy If a Sourcwell member wishes to cancel a Purchase Order for any reason other than a manufacturing defect, Tarkett USA Inc. may accept cancellation based upon the payment by the member to Tarkett USA Inc. of a restocking fee as outlined below: The Parties herein understand that Company is a made-to-order manufacturer. With respect to purchases made directly through Company or an authorized dealer, Customer may cancel an order for any running line Product at any time within the first 24 hours after submitting the order to Company, without incurring a cancellation/ restocking fee. After the initial 24 hour period, Company may cancel an order for running line Product before shipment of the Product, subject to a restocking fee based upon the percentage of completion of the ordered Product, as set forth in the table below.</p> <p>Notwithstanding the foregoing, with respect to custom-ordered Products, Customer may not cancel or return an order for any Product after the initial 24 hour period.</p> <p>Stage of Manufacture Percent of Restocking Charge Yarn (Ordered) 15% Greige (Tufted) 25% Finished 35% Custom product orders may not be canceled.</p>
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Tarkett USA Inc. uses an independent, third-party, freight carriers to deliver its products. Freight costs included in pricing are FOB Destination/Distribution Hub within the continental United States.</p>

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Tarkett USA Inc. local account representatives will randomly audit the installing contractors that buy flooring and provide service to the Sourcewell member to ensure contract compliance and understanding. This list of installing contractors is well over six years old, and these flooring contractors (dealers) know how this contract works. For the contract guidelines to be followed the Sourcewell member must make it clear that they have the "desire and ability" to use the agreement and we will provide the Sourcewell flooring contractor with contract material and labor pricing. We request that all Sourcewell members be advised that their PO should reflect the contract name and number to ensure full compliance. We are not able to control our local contractors entirely but we will make the best faith effort to ensure this takes place by contract guideline. We will also review each Sourcewell statement for fees to ensure the account reps involved have been fully trained and know the guidelines of the contract.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Tarkett USA Inc. USA Inc. is willing to offer Sourcewell a 2% administrative fee payable to Sourcewell for agreement sales on manufactured product adjusted by credits as a result of claims. The labor portion of this agreement performed by our dealers or Source One does not qualify for the fee.

Industry Specific Questions

Line Item	Question	Response *
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<p>65</p>	<p>Describe how your products contribute to or provide well-being of our members.</p>	<p>Good Materials – Choosing the right materials from the outset. If our products today are going to be our raw materials of tomorrow, we must design them wisely. Tarkett USA Inc. selects good materials defined as recycled and/or rapidly renewable for the design of products that are safe and healthy for humans and the environment. These materials at the end of life can be either reused safely by nature (biodegradation) or by industry (recycling). To optimize products, you must first understand what you have. Tarkett USA Inc. has all raw materials assessed according to the Cradle to Cradle® Material Assessment methodology. By undergoing third-party assessment, we are learning about the chemistry of our raw materials, defining a list of real ingredients that can be used in our global supply chain and driving innovation where we see opportunities for improvement. For us, C2C is not just about certification or transparency; it is a strategic path to material health and optimization. One of our 2020 goals is to assess all the raw materials utilized by Tarkett USA Inc. using the Cradle to Cradle Certified chemical assessment methodology. This process allows us to determine the health impacts of our ingredients and work with suppliers to optimize our raw materials. To date, 80% of Tarkett USA Inc.'s raw materials have been assessed using the C2C methodology. Another 2020 goal is to obtain 75% of our raw materials from renewable, recycled, or abundant sources so that they do not contribute to resource scarcity. To date, 67% of our materials meet this criterion.</p> <p>The Cradle to Cradle Product Optimization process is based on the following four steps:</p> <ul style="list-style-type: none"> o Material Inventory: In collaboration with our suppliers, we inventory the raw materials used in our products to 100 ppm (parts per million) and identify them by the Chemical Abstracts Service Registry Number (CASRN). o Material Screening: Individual chemicals are screened for their hazard rating using the GreenScreen List Translator (GS-LT), along with more than 100 other chemical hazard lists and scientific sources of toxicological information in use at EPEA, the European Cradle to Cradle scientific research institute based in Germany. o Material Assessment: The Cradle to Cradle® material assessment is specific to Tarkett USA Inc.'s material ingredients and suppliers and is conducted by EPEA. Materials are assessed over their lifecycle, including sourcing, production, use, and post-use handling. Chemical ingredients are profiled for their safety using eco-toxicological information, scientific literature, supplier data, and analytical testing. The biochemical role in the finished product and its effect on occupant exposure is evaluated. o Optimization: Products are reformulated using Cradle to Cradle® principles, by selecting materials that are safe, healthy, and beneficial for humans and the environment, and that can be perpetually cycled. <p>Tarkett USA Inc. has developed its product transparency tool called the Material Health Statement (MHS) which uses the chemical ingredient evaluation results obtained through the Cradle to Cradle (C2C) material assessments performed on our products. It is a third-party, verified material ingredient disclosure and assessment declaration. Materials are evaluated and given a color-coded rating by a third party utilizing the Cradle to Cradle® material assessment methodology http://www.TarkettUSAInc.com/mhs.</p> <p>Material Health Statement Benefits</p> <ul style="list-style-type: none"> • Third-party assessment and verification of materials by the Environmental Protection and Encouragement Agency (EPEA), a Cradle to Cradle certification organization, using Cradle to Cradle methodology for material optimization • Full ingredient disclosure to 100 ppm (0.01%) • Relevant health information provided gives the “user” the ability to make informed decisions based on a color-coded assessment rating • Transparency format includes both hazard and risk assessment • Proprietary and confidential information is protected by disclosure to a third party <p>The MHS transparency document contributes to LEED v4 MRC4 – Material Ingredient Disclosure and Optimization</p> <ul style="list-style-type: none"> • For products that are not Cradle to Cradle certified, the MHS provides a Material Ingredient Inventory certified by Green Circle Certified that meets MRC4 Option 1 - Material Ingredient Disclosure. • Cradle to Cradle certified products (Silver and higher) meet Option 1 and Option 2 - Material Ingredient Disclosure and Optimization. For these products, the MHS is a complementary document that is part of our continued commitment to transparency.
<p>66</p>	<p>Describe your capability to track and report sales to Sourcwell members by your dealer network.</p>	<p>For our key customers, we offer extensive measurement and tracking systems to directly support your business strategies and foster continuous process improvement across your real estate portfolio to yield cost and time efficiencies. Although there will be overarching "given" goals and benchmarks for floorcovering for, such as on-time delivery, performance and environmental attributes, diversity initiative, etc., there may be unique performance, aesthetic, installation servicing, maintenance requirements that will vary greatly among Sourcwell member's locations.</p> <p>Quarterly, Semi- Annual or Annual meetings can be arranged to allow for current and evolving key performance indicators to be identified and monitored. Our business reporting provide metrics on items such as:</p> <ul style="list-style-type: none"> • Floorcovering Spend • Regional Product Allocation • Environmental Impact • Supplier Diversity • Productivity Savings

67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	<p>The company's sustainability goals and vision are applied to all facilities globally. Tarkett has been involved in developing a collaborative circular economy, respectful of natural resources and people's health. Since 2011, Tarkett has applied the Cradle to Cradle® principles to the full spectrum of its activities—from eco-design through to production and reuse. The Group has recycling centers worldwide and recently increased its recycling capacity in the US, France and Brazil. Additionally, the Group continues to pursue its ambitious eco-innovation strategy by focusing on transparency and optimizing products for improved material health based on Cradle to Cradle principals.</p> <p>Effective supply chain engagement enables us to achieve ambitious sustainability goals, partner for innovation and reach beyond our own facilities and products to incorporate Cradle to Cradle® principles. Trusted relationships with long-term partners have allowed for transparency and innovation in materials technology. Tarkett is a signatory of the United Nations Global Compact. We are committed to adopting and implementing robust policies and procedures in the areas of human rights, labor standards, the environment and business ethics to counter corruption.</p>
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	<p>For our key customers, we offer extensive measurement and tracking systems to directly support your business strategies and foster continuous process improvement across your real estate portfolio to yield cost and time efficiencies. Although there will be overarching "given" goals and benchmarks for floorcovering for, such as on-time delivery, performance and environmental attributes, diversity initiative, etc., there may be unique performance, aesthetic, installation servicing, maintenance requirements that will vary greatly among Sourcewell member's locations.</p> <p>Quarterly, Semi- Annual or Annual meetings can be arranged to allow for current and evolving key performance indicators to be identified and monitored. Our business reporting provide metrics on items such as:</p> <ul style="list-style-type: none"> • Floorcovering Spend • Regional Product Allocation • Environmental Impact • Supplier Diversity • Productivity Savings
69	Describe the extent to which your products contain recycled content or are recyclable.	<p>Ethos with OmniCoat Technology™ products are made from recycled non-chlorinated polymer and are 100% recyclable.</p> <p>Cradle to Cradle Certified Silver</p> <p>Indoor Air Quality-CRI Green Label Plus and FloorScore®</p> <p>Greenhouse Gas Emissions-ClimateCHECK and Carbonfree®</p> <p>Sustainability Assessments-NSF140 and NSF332</p> <p>FLEX-AIRE Cushion Backing is a non-urethane, Closed Cell, 100% recyclable vinyl cushion offering.</p> <p>SCS Global Certified-NSF140 Gold* 100% recyclable through ReStart Green Label Plus</p> <p>ER3 is the industry's first 100% recycled content secondary backing for modular carpet tile.</p> <p>SCS Global Certified-NSF140 Platinum*</p> <p>100% recyclable through ReStart Green Label Plus</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Tarkett USA Inc._FY 2016_2017_2018 ResultsL.pdf - Thursday August 08, 2019 15:45:37
- [Marketing Plan/Samples](#) - Sourcewell Marketing Piece.pdf - Thursday August 08, 2019 15:43:07
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information.pdf - Thursday August 08, 2019 16:16:24
- [Pricing](#) - Sourcewell RFP Pricing.pdf - Thursday August 08, 2019 16:29:18
- [Additional Document](#) - Environmental Information.pdf - Thursday August 08, 2019 16:16:39

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Noah Corbin, Contract Sales Support Specialist

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.



Proposal Evaluation Flooring Materials with Related Supplies and Services

Possible Points	Altro USA, Inc.	Armstrong Flooring Inc	Bentley Mills, Inc	Canada Mat Inc.	Carpet Guys USA LLC	Eco Interiors, Inc	Engineered Floors, LLC	Gerflor USA	Interface Americas, Inc.	Karndean International LLC
Conformance to Terms/ Conditions to Include Documentation										
Pricing	50	39	44	39	33	44	39	43	41	43
Financial, Industry and Marketplace Successes	400	330	341	360	334	306	328	331	317	358
Bidder's Ability to Sell/ Service Contract Nationally	75	60	60	67	56	44	52	61	69	65
Bidder's Marketing Plan	100	77	82	84	59	42	66	85	77	82
Value Added Attributes	50	42	42	38	36	25	37	43	40	40
Warranty Coverages and Information	75	64	65	67	55	46	59	65	64	61
Selection and Variety of Products and Services Offered	50	41	43	40	40	36	45	43	43	42
Total Points	200	147	145	160	128	140	126	157	148	144
Total Points	1,000	800	817	860	747	672	757	824	793	835
Rank Order		13	9	2	17	19	16	8	14	4

Possible Points	Mannington Mills, Inc.	Milliken & Company	Mohawk Carpet Distribution, Inc.	Mondo USA Inc.	Roppe Holding Company	Shaw Industries, Inc.	Tarkett USA Inc.	TDG Operations, LLC dba Atlas Masland Contract	UPOFLOOR Americas, Inc.
Conformance to Terms/ Conditions to Include Documentation									
Pricing	50	43	43	43	44	42	40	41	36
Financial, Industry and Marketplace Successes	400	333	310	341	313	314	328	314	303
Bidder's Ability to Sell/ Service Contract Nationally	75	66	63	67	65	63	67	58	54
Bidder's Marketing Plan	100	85	82	89	76	82	80	84	68
Value Added Attributes	50	44	39	39	44	46	35	39	33
Warranty Coverages and Information	75	69	65	65	57	63	64	66	55
Selection and Variety of Products and Services Offered	50	44	39	44	43	42	43	43	39
Total Points	200	170	166	183	142	156	165	176	160
Total Points	1,000	854	807	871	783	810	841	835	803
Rank Order		3	11	1	15	10	5	6.5	12

DocuSigned by:

 7DD0CEFDBB3D45D
 Greg Grunig, Sourcewell

DocuSigned by:

 6830543C58384D1
 Kim Austin, CPPB, Sourcewell

DocuSigned by:

 0B0204E40D3E445
 Michael Munoz, Sourcewell

DocuSigned by:

 758BA3F379B5409
 Stephanie Haataja, CPIM, Sourcewell



Solicitation Number: RFP#080819

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mannington Commercial, a business unit of Mannington Mills Inc., 1844 US Highway 41 SE, Calhoun, GA 30701 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

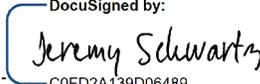
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

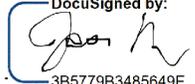
24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

Mannington Commercial a business unit of Mannington Mills Inc.

DocuSigned by:
By: 
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 10/8/2019 | 3:40 PM CDT

DocuSigned by:
By: 
3B5779B3485649E...
Jason McKee
Title: Vice President Carpet
Date: 10/9/2019 | 2:36 PM CDT

Approved:
DocuSigned by:
By: 
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 10/11/2019 | 1:59 PM CDT

RFP#080819 - Flooring Materials with Related Supplies and Services

Vendor Details

Company Name: Mannington Mills, Inc.
Does your company conduct business under any other name? If yes, please state: Mannington Commercial
Address: 1844 US Highway 41 SE
Calhoun, GA 30701
Contact: Jody Steger
Email: Joseph.Steger@mannington.com
Phone: 800-241-2262
Fax: 706-629-2171
HST#: 21-0506420

Submission Details

Created On: Thursday June 13, 2019 10:31:14
Submitted On: Thursday August 08, 2019 11:06:25
Submitted By: Jody Steger
Email: Joseph.Steger@mannington.com
Transaction #: 1f248872-e521-4491-95ae-f048f344d4fc
Submitter's IP Address: 97.87.82.78

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Mannington Commercial is a business unit of Mannington Mills, Inc.
2	Proposer Address:	1844 US Highway 41 SE Calhoun, GA 30701
3	Proposer website address:	www.manningtoncommercial.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jason McKee, Vice President Carpet 1844 US Highway 41 SE Calhoun, GA 30701 Jason.McKee@mannington.com Phone 706.602.6309 Cell 706.463.8374
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jody Steger, Director of Government 380 Old Hollow Road Buchanan, VA 24066 Joseph.Steger@mannington.com Phone: 703-489-5698
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Shanon Newsome, Manager Sales Operations 1844 US Highway 41 SE Calhoun, GA 30701 Shanon.Nesome@mannington.com Phone: 706-602-6430 Fax: 706-629-2171

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Mannington is a privately held, fourth generation, family owned company. Since our founding in 1915, we have operated under this mission: To be the best people to do business with in the flooring industry.</p> <p>Mannington Commercial is a business unit of Mannington Mills, Inc., headquartered in Salem, New Jersey with manufacturing facilities across the United States. We are the only manufacturer to offer the contract market a comprehensive range of multiple hard and soft surface flooring products available through one sales force, with most products manufactured in the US. Our commercial products are designed with the best performance technologies and highest quality materials to address the specific needs of heavily trafficked commercial areas.</p> <p>Mannington's high performance product grouping provides total flooring solutions for your members' facilities, with products that include: Broadloom Carpet, Modular Carpet Tiles, Resilient Sheet Flooring, Luxury Vinyl Tile (LVT) and Plank, Rubber Tiles, Cove Base, Stair Treads, Wood Flooring, Flooring Accessories, and all necessary Flooring Adhesives.</p> <p>Mannington's core business activities of driving operational excellence, keeping prices competitive, expanding selection, and delivering service and convenience resonate with the values and strategies of our customers. Our customer-centric approach also drives our continual improvement efforts in reducing cost structures and driving lean manufacturing processes. This strategy allows us to remain price competitive globally.</p> <p>Mannington partners with each of our customers to craft the right solution for each project. Rather than having a one-dimensional focus on a single service model, we offer a variety of service options to find the right fit for each customer. Our long history in bringing a broad portfolio of products to our customers, rather than a single, one-size-fits-all solution, has enabled Mannington to build a reliable and established infrastructure that serves the entire lifecycle of each project.</p> <p>As a privately held company, Mannington is forward thinking and able to take a long view for our business. Our acquisitions of Burke Industries and Amtico International have provided additional global infrastructure and expanded product portfolios to provide customer solutions for every need. We are continually expanding our broad platform of flooring to bring the most innovative and best performing products and services to our customers.</p>

8	Provide a detailed description of the products and services that you are offering in your proposal.	Mannington is offering the following high performance product grouping in an effort to provide you with total flooring solutions for your facilities: Broadloom Carpet (6 ft. & 12 ft.), Modular Carpet Tiles (24" x 24", 12" x 48", 18" x 36"), Resilient Sheet Vinyl (6' 6", 6', 9', 12'), Luxury Vinyl Tile (LVT) and Plank, Non-Vinyl Resilient Tile and Plank, Rubber Tiles and Sheet Flooring, Cove Base, Stair Treads, Wood Flooring, Finishing Accessories, and all necessary Flooring Adhesives.	*
9	What are your company's expectations in the event of an award?	Mannington expects the Sourcewell contract to become a multi-million annual contact and the beginning of a long, successful partnership with Sourcewell and its members. Many Sourcewell member agencies require both carpet and hard surface flooring for a project. Mannington wants to help Sourcewell streamline your contracts and simplify purchasing. Quite often, as we are selling resilient products to our clients they will ask about carpet (and vice versa) and frequently buy these other products as well. This streamlining of product offerings through one manufacturer, Mannington Commercial, would benefit both of us in terms of volume and simplicity. Not to mention that your member agencies would be able to purchase products of the highest quality at extremely competitive price points. Mannington utilizes the best performance technologies in all of our floors to ensure that we meet your performance, aesthetic, sustainability, and long-term appearance goals.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As Mannington is a privately-owned corporation, we are not at liberty to disclose our annual sales or other financial information without a signed non-disclosure agreement, but rest assured that our financial strength has never been more robust. For example, we've just completed a recent expansion of our Madison, GA luxury vinyl manufacturing facility. As a result of this expansion, our domestic LVT capacity has quadrupled since March of 2012. We have attached our latest D&B report for reference.	*
11	What is your US market share for the solutions that you are proposing?	Based on the latest FloorFocus magazine report, Mannington Commercial is currently the #6 supplier of commercial flooring products in the US.	*
12	What is your Canadian market share, if any?	Mannington has also been ranked as the #6 commercial flooring supplier in Canada.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Mannington Commercial is a manufacturer.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Mannington is not required to hold any licenses or certifications to engage in the business outlined in this RFP. The same is true for any subcontractors we may use if Turn-Key installation services are chosen. Mannington currently holds ISO 9001 (quality management system) and 14001 (environmental management system) certification at our manufacturing facilities throughout the country.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Not applicable -- Mannington has not experience suspension or disbarment from any activities.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories may include adhesives, installation, cove base, flooring accessories.	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Awards:</p> <ul style="list-style-type: none"> -- "Interior Design" Magazine award honors best product design of 2017 – Mannington Origami Carpet Collection, December 2017 -- Divergent LVT and Carpet Awarded Best of NeoCon Gold for Healthcare, June 2016 -- Mannington and ONE Global Design Win Best of NeoCon Silver, HiP Award for Infused Collection LVT, June 2016 -- Portland Collection Honored by Interior Design magazine HiP Award, June 2016 -- Teles High Resiliency Rubber Wins Interior Design Best of Year Award, March 2016 -- Entwined Collection from Mannington Commercial Earns Nightingale Gold Award, November 2015 -- IIDA/HD Product Design Competition Awards Connected LVT from Mannington Commercial, September 2015 -- Mannington Commercial Honored with Premier 2015 Supplier Legacy Award, June 2015 -- DOMOTEX, Design Journal Award Mannington Commercial LVT and Modular Carpet for Innovation, March 2015 -- Teles, High Resiliency Rubber from Mannington Commercial, wins Nightingale Silver, November 2014 -- The ADEX Awards for Design Excellence: 5 Platinum awards, 1 Gold, and 2 Silver, May 2014 <p>Certifications:</p> <p>Certifications and recognition for environmental leadership matter to us because they confirm that our investment in making better products with better processes is working. We are proud to have products and programs that contribute to environmental rating systems, have been recognized for environmental innovation and leadership, and are third-party certified. In addition, we provide full disclosure of the backing components of all of our modular backing systems on the Pharos Project and Mindful Materials/Origin databases. Several organizations, like SCS, NSF, RFCI and CRI have taken responsibility for developing product and manufacturing standards and certification to meet specific environmental goals. Mannington is proud to have numerous products recognized by these organizations:</p> <ul style="list-style-type: none"> -- NSF / ANSI-140 Certification: Infinity Modular - NSF / ANSI-140 Gold, rEvolv Modular Carpet Tile - NSF / ANSI-140 Platinum, UltraBac RE Broadloom Carpet - NSF / ANSI-140 Platinum, Integra HP Broadloom Carpet - NSF / ANSI-140 Gold. -- NSF / ANSI-332 Gold Certification: Mannington's entire Inlaid Sheet Flooring product line: BioSpec FB, BioSpec SR, BioSpec RE, BioSpec MD, Terrene, Assurance II, Magna, and Color Anchor. -- Green Label Plus Indoor Air Quality Certification: All Mannington's running line carpet products and carpet adhesives are CRI Green Label Plus certified. -- FloorScore Indoor Air Quality Certification: All Mannington's hard surface flooring product lines are certified under the FloorScore standard. -- ISO 14001: Mannington's Commercial Tile and Inlaid Sheet flooring plants in Salem, NJ as well as our carpet mill in Calhoun, GA and LVT manufacturing facility in Madison, GA are all registered to ISO 14001.
19	What percentage of your sales are to the governmental sector in the past three years	The government sector accounts for approximately 7% of our commercial sales.
20	What percentage of your sales are to the education sector in the past three years	The education sector accounts for approximately 8% of our commercial sales.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Cooperative Contracts: Sourcewell and NASPO</p> <p>State Contracts: New Jersey, Florida, Texas, New York, California, Connecticut, Utah, North Carolina, Mississippi, Louisiana, Pennsylvania, Washington, Kentucky</p> <p>Federal Contracts of note: AFNAF (Air Force) and AAFES (Army & Air Force Exchange Services)</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GS-27F-0026U; GSA Sales for 2018 = \$5.7 million (some of this is "open market" sales to the Federal Government)

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Smithsonian Institution National Museum of Natural History 10th Street & Constitution Ave, NW Washington, DC 20013	Jackie Gubany	Email: gubanyj@si.edu Phone: 202.633.1171
District of Columbia Superior Courts 616 H St., NW Washington, DC 20001	Eric Butts	Email: eric.butts@dcsc.gov Phone: 202.879.4202
Air Force Services Agency 3515 S. General McMullen San Antonio, TX 78154	Sherry Reed	Email: sherry.reed.3@us.af.mil Ph: 210.395.7316

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
University of North Florida	Education	Florida - FL	Supply & installation of various types of flooring	\$2,000 - \$800,000	\$1,000,000 +
County of Volusia	Government	Florida - FL	Supply & Install of various types of flooring	\$1,500 - \$75,000	\$750,000 +
United States Air Force (AFNAF)	Government	Texas - TX	Supply of various types flooring (Carpet, LVT)	\$1,000 - \$200,000	\$1,500,000+
Indian Lake Schools	Education	Ohio - OH	Supply of flooring materials & installation services of various types of flooring.	\$50,000 - \$375,000	\$500,000+
Florida State University	Education	Florida - FL	Supply of flooring materials and flooring installation services	\$1,000 - \$350,000	\$1,000,000 +

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>Mannington Commercial has over 130 trained and qualified representatives throughout the contiguous United States. We enhance our local efforts by dividing the country into eight geographic regions to insure responsiveness and best-in-class customer service. Each region has its own management team. All Mannington representatives and management staff are direct employees and are evaluated and compensated for after-market service capabilities and history. At Mannington we truly believe that we have to earn your business with every order.</p> <p>As the industry's only manufacturer of soft and hard surface products available through one salesforce, we have built a management team that is uniquely tailored to address each area of need in an account of this magnitude. Not all manufacturers are able to provide service and products on a local, national, and global level. Our experience in this practice brings an unmatched level of qualifications that our competitors cannot match. Accountability for every step of our products' life, from development to manufacturing to pricing and delivery, is managed and controlled by Mannington. Without this level of ownership, a manufacturer cannot guarantee complete accountability to your needs. We believe it is our level of experience in providing multi-product solutions and the accountability with which we support them that make Mannington a uniquely qualified vendor.</p>
26	Dealer network or other distribution methods.	In addition to Mannington's dedicated staff, we have over 400 qualified and authorized Dealer/Installer partners throughout the United States – with saturation in the top 200 market places. Mannington Commercial products are sold through an independent commercial dealer network and are available at over 4,000 US locations.

27	Service force.	<p>Mannington has a sales support team dedicated to servicing large end users like Sourcewell members. Mannington's approach to Account Management is to provide an on-going, long-term relationship to accommodate your needs. This approach necessitates a team effort on behalf of the different representatives in your area: District Manager (Local), Strategic Accounts Manager (Regional/ National/ International), Manager of Strategic Account Services and Customer Service (National/International). We recognize that our continued success in the marketplace is contingent upon providing the best performing products and warranties available, along with providing world-class customer service.</p> <p>We will provide Sourcewell members with designated Mannington contacts that are accountable for the highest levels of service and customer satisfaction. Our sales & marketing, manufacturing, product development, service operations, administrative functions and warehousing are all located on the same 140+ acre campus. This unique structure allows for fast, flexible, and focused communications and results. Your service team consisting of Strategic Account Services, Customer Services and Shipping Services all report directly to members of the Executive Team, promoting focus and responsiveness to your needs. At all times, we're ready to work with your project managers, designers, and consultants to facilitate ease of ordering and successful project completion. This service team represents approximately 100 associates.</p>	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our customer service team is divided into three groups: a) Domestic Customer Service; b) International Customer Service; c) Sample Services. Response time will vary based on the aspect of the service. For example, an emailed or faxed order will be acknowledged the same day. The standard lead time for order fulfillment is 10-30 days for all products providing they are in stock. However, Mannington also offers a Quick Ship program called Xpress where many of our running line products are in stock and available to ship within three to five business days. A warranty inspection/claim request, including inspection and repair/replacement if applicable, usually takes less than two to four weeks from the initial report of a problem to successful resolution.</p> <p>Upon award, all of Mannington's new clients are assigned a dedicated Customer Service Representative (CSR) for order entry, samples, and inquiries. This person is specially trained to assist our Strategic Account Partners. Orders are placed through your dedicated CSR, who is also your primary point of contact. You will also be assigned a Strategic Accounts Specialist. The Strategic Accounts Department will have direct knowledge of your account at all times. They will create a program launch announcement and distribute it through electronic and hard copy versions ensuring all stakeholders are aware of the agreement and its details.</p>	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Not applicable - Mannington can service any geographic areas of the United States.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Not applicable - Mannington can service all Sourcewell Member sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Not applicable - there are no specific contract requirements or restrictions for members in Hawaii, Alaska, and US Territories.	*

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Upon award, Sourcewell's Account Representative Jody Steger will host a webinar for Mannington's many regional District Managers around the country with an in-depth explanation of the Sourcewell contract. This webinar will cover how we go to market, where the contract can be used, how to incorporate dealers into the program as well as all the facets of the contract offering. Mannington's District Managers around the country will work with regional Sourcewell members and train our dealer partners on the everyday interactions of the Sourcewell contract. This will occur in conjunction with on-going administrative support from our Strategic Account Services Department. As new sales members are brought onto Mannington's staff, they will attend extensive training programs at both Calhoun and Salem where the Sourcewell contract is covered in detail.</p> <p>A program launch announcement will be created and distributed through electronic and hard copy versions. This announcement will define the products and services offered by Mannington through the Sourcewell contract and include a link to our MyMannington website where your member agencies and our own associates can access pricing details, contract terms and conditions, product information, technical and post-sales support, Mannington sales and support rosters, and listing of Mannington distributors. It is emailed to our entire field sales team as well as our network of distributors and their respective sales teams. This assures a simultaneous notification to our extensive sales organization and prepares our associates for implementation of the Agreement. Additionally, Mannington Commercial field sales associates will be advised of the national agreement and provided with sales directives on how to implement and execute at the local level should there be a need.</p> <p>The key to implementation will be a multi-faceted approach to creating awareness of the Sourcewell contract and easy access to the supporting information, pricing, and general terms and conditions of the contract. As detailed above, a program launch announcement will be created and offered for distribution to participating/ eligible member agencies through electronic and hard copy versions. The distribution list will be compiled through a collaborative effort with Sourcewell to include not only your member agencies, but also our vast dealer network.</p> <p>Additionally, Mannington Commercial field sales associates across the country will be advised of the Master Agreement and provided with sales directives on how to implement and execute at the local level. They will be prepared to respond to all inquiries and directed to proactively target and contact your member agencies within their territories. The Mannington Commercial Field Sales Team is experienced at national contract implementation as a result of our extensive success securing purchasing agreements and contracts with numerous large end-users. These large end-users consist of Healthcare GPO's, Corporate, Retail and Hospitality.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>In addition to the implementation steps listed in the response above, Mannington can also create a dedicated micro-site specifically for you. This site will include information on all of your specified products including product images, specifications, maintenance instructions, installation instructions, and sustainability information. Developed in response to the needs of our growing core of strategic partners, this unique and secure electronic hub allows your members to access vital information from their Mannington account 24/7/365 online. Through this site, you can review and check the status of orders on-line and obtain overall sales information for specific projects or in aggregate. You can also review current pricing levels, product styles and specifications, Mannington contacts, claim and warranty information, and contract terms and conditions; as well as view standard and custom products in 3-D room settings to support design research.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Mannington understands that it is our responsibility to market and promote the contract to Sourcewell members, but we do look forward to partnering with Sourcewell to enhance our marketing ability. For example, Mannington's Strategic Account Department can construct an announcement that will include information on Mannington's products contained in the Sourcewell contract and ordering information. We will also provide information on our local representatives and distributors across the country that each member can contact for more information on any of Mannington's products or on the contract itself.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Mannington Information Technology currently supports the following mechanisms for Electronic Purchasing/ Invoicing:</p> <p>Internet-Based Methods- For those customers that desire an Internet-based communications method, Mannington Information Technology has successfully deployed several such applications. These Internet based solutions are built upon such open and widely used technologies as TCP/IP, HTTP, XML, and SOAP. This provides many opportunities for business-to-business transaction, and although these technologies are typically utilized in "e-business" applications between two or more web sites, they can also be utilized in non-web applications.</p> <p>Ariba- Mannington Commercial also utilizes Ariba, an on-line e-procurement service to receive purchase orders. Ariba Procurement and Expenses solutions combine industry-leading procurement, contract, and invoice functionality with an unparalleled offering of supplier enablement, catalog management, support, hosting, and training services. Ariba provides a secure web service that is accessible only to registered Buyers and registered Suppliers, so your information is always safe.</p>

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Mannington would be happy to provide both installation and maintenance training on all of our products. For installation, we can offer on-site training to any labor provider you may already be doing business with. We will send one of our experienced installation technicians directly to the job-site to assist with job start-up and provide all the necessary training on installation practices for your chosen Mannington flooring. We can also provide maintenance training to all of your facility's in-house or contracted maintenance crews. Our maintenance specialist, Richard Price, will conduct training programs specifically tailored to your traffic and soiling levels and your specific flooring types. Both of these types of training are offered at no charge.
37	Describe any technological advances that your proposed products or services offer.	<p>Mannington has a number of industry-leading product innovations that we believe may be of particular interest:</p> <p>QuickStix - One of our newest innovations is "QuickStix" pre-applied LVF, carpet tile, and resilient sheet adhesive that is warranted for subfloor moisture levels up to 99%. When you receive QuickStix, it is ready to be installed. It sticks and sets immediately and allows you to resume traffic on the floor with zero wait time. QuickStix water-based adhesive technology does away with the need for adhesive pails, trowels, and hours of labor.</p> <p>Mannington Silent Solution - Another option is our Silent Solution sound abatement underlayment that can be used with any of our glue-down luxury vinyl flooring products. Silent Solution is an advanced underlayment technology that meets or exceeds all IIC sound requirements with a rating of 62, outperforms competitive products on indentation resistance, and offers a full floor system warranty from one manufacturer – Mannington Commercial.</p> <p>FreLock Tabs Adhesive System – A dry installation system with the flexibility to be a floating floor or to adhere to the subfloor, FreLock Tabs can be used with Mannington's Infinity carpet tiles. FreLock Tabs are applied directly to the back of each carpet tile during installation – odorless, clean, hassle-free, and designed to perform. With FreLock, there's no need for wet adhesives, buckets, trowels, and messy adhesive clean-up, and FreLock allows for immediate foot traffic on the installed carpet.</p> <p>XpressStep Spray Adhesives - XpressStep is a water-based spray adhesive recommended for installations of modular carpet tiles, luxury vinyl tiles, and resilient sheet goods over porous and non-porous substrates. It is particularly convenient since it can be used in occupied buildings and greatly reduces the handling and application requirements associated with conventional adhesives. XpressStep has very low odor and VOCs. XpressStep is also rated for much higher subfloor moisture levels than standard trowelable adhesives.</p> <p>Infinity 2 MG – Mannington Infinity 2 MG Carpet Tile Backing is an ideal flooring solution for high moisture slabs. In specific applications, Infinity 2 MG allows up to 99% RH and 12 pH. The backing is designed to let the tile breathe, protecting your carpet investment and permitting quick-turn installations. Infinity 2 MG is available on almost all Mannington carpet tile styles and sizes, and carries a lifetime limited warranty.</p> <p>ConnectStep One-Piece Tread/Riser Combo – Our ConnectStep one-piece tread and riser system is unique to Mannington Commercial. Fast and simple to install, ConnectStep offers a seamless flow that looks great and is easy to clean. ConnectStep is available in both round and sculptured profiles and visually impaired options. ConnectStep automatically adjusts for step depths between 9 ½" and 13", allowing for adjustments to varying riser heights.</p> <p>Cirro & rEvolue Vinyl-Free Flooring – Many end users are more and more concerned about the use of vinyl in their environments. Mannington Commercial can offer you vinyl-free flooring options on both the hard surface and carpet sides of the flooring spectrum. Cirro non-vinyl resilient planks and tiles are made without PVC or phthalates, contain recycled content, and are crafted to perform under high traffic. rEvolue is Mannington's 100% PVC-free modular carpet tile backing system that carries a full lifetime warranty against edge ravel, delamination, zippering, doming and dishing, and it has an impermeable moisture barrier backing system.</p>

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our Policy - To assure no adverse effects of our business on the environment and the health and safety of our associates, our local communities, and our customers. With the idea that "Actions Speak," we focus on what we as a flooring company can do to increase our operational efficiency and product performance while decreasing our use of resources and our impact on our surroundings.</p> <p>Energy Leadership – With one of the largest solar arrays in the flooring industry (3.3 acres in Salem, NJ) and ambitious goals to improve energy efficiency by 25% over 10 years, we have an on-going partnership with the Department of Energy to lead manufacturing into smarter energy use as well as to reduce related carbon emissions.</p> <p>US Manufacturing – Mannington is a fourth generation, family-owned company deeply committed to US manufacturing. We make flooring in eight communities across the US, allowing us to provide the highest levels of service and quality in the industry, while supporting local economies and crafting quality American-made products.</p> <p>Recycled Content – We actively seek out waste streams that clog America's landfills, looking for innovative ways to use recycled content in new products. We reclaim post-consumer carpet and tile from other flooring companies, as well as tires, telephone books, automotive glass, and other waste streams that contribute to landfills, incorporating them into carpet and hard surface flooring.</p> <p>Climate Registry – Mannington is committed to reducing our greenhouse gas emissions by 25% over 10 years. Since 2007, a 10% reduction can be attributed to energy efficiencies, process efficiencies, and use of renewable energy. Additional information can be found at theclimateregistry.org.</p> <p>Sample Return – We offer a postage-paid return label for every commercial product sample that we ship. So when you are finished with your project, you can return the sample and we will send it on the next user. And at the end of its useful life, we donate samples to local charities, churches, schools, and civic groups.</p> <p>End Of Life - Our LOOP reclamation and recycling program allows commercial customers to reclaim and recycle end-of-use floor covering. Mannington's LOOP program will take any manufacturers' carpet, not just our own. Many times, reclamation and recycling comes at no cost to the end user.</p> <p>Mannington Solar Arrays - Mannington Mills installed more than two acres of solar voltaic arrays at the company's New Jersey facilities to help power its operations in 2008 and expanded this system in 2010. The solar arrays are installed over 7 separate rooftops of our facility, covering 3.3 acres with 3,692 panels over our heads. The arrays generate nearly 1,000,000 kWh per year of emission free, renewable electricity.</p> <p>Water Resources - Water is a precious natural resource, but it is also a key component in manufacturing every product we make. Mannington is diligently working to reduce its use in our processes. For example, our Georgia carpet manufacturing facilities reduced water consumption by 35%. Much of this progress is due to improved dyeing methodologies. Other actions are as simple as converting mowed lawns at our facilities to natural landscaping and creating wildlife habitats with wildflowers and native grasses to reduce water use. The results are both smart and beautiful.</p> <p>Erosion and Runoff - A few years ago, some wetlands adjoining our New Jersey location lacked a transitional area between land and water, also called a 'riparian buffer.' In nature, these overgrown areas next to a stream or estuary stop erosion and sediment runoff, provide cover, and offer needed food and shade to fish and animals. Along with the Partnership for the Delaware Estuary, the US Fish and Wildlife Service, NJ Audubon Society, and local schools, we planted thousands of native shrubs and trees alongside our facilities. By planting these riparian buffers, we established areas of shrub-scrub habitat with a life expectancy of over 30 years (eventually succeeding to forest). During the first 30+ years of establishment, the project will provide habitat for bird species of concern: blue-winged warbler, eastern kingbird, brown thrasher, prairie warbler, eastern towhee and field sparrow. To learn more visit the New Jersey Audubon and the Delaware Estuary.</p> <p>Honeybees – In 2009, as part of an effort to show how industrial enterprise can coexist with the agricultural and farming community and positively contribute to both, Mannington's New Jersey corporate site began to house honeybees. We now have five hives in Salem, NJ and four hives in Eustis, FL. The honeybees are thriving and each year we are able to enjoy and share the honey we produce.</p> <p>Purple Martins – In the mid-1980s, we began attracting migrating birds called Purple Martins to our New Jersey manufacturing campus as a more natural alternative to the use of pesticides. The "Purple Martin Project" has proven to be an incredibly environmentally friendly and cost effective way to control insects. Our employees are engaged in banding and tracking the birds.</p> <p>Assurances - Being honest about what we're doing, without over-claiming or misleading, is the fabric of who we are. And by speaking publicly about our environmental initiatives, we are always open to suggestions on what we can do better.</p>
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<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Government, consumers, and manufacturers have all come to recognize the importance of improving environmental management and product sustainability. As such, all of our products lines are covered by Environmental Product Declarations and are represented in the Origin/Mindful Materials database. We also have Health Product Declarations available for all carpet products, as well as Declare certification for our rEvolv PVC-free carpet tile backing. Several organizations, like SCS, NSF, RFCI and CRI have taken responsibility for developing product and manufacturing standards and certification to meet specific environmental goals. Mannington is proud to have many products recognized by these organizations.</p> <p>ISO 14001 and 9001 Certified The International Organization for Standardization (ISO) develops various standards that are recognized worldwide. Mannington has a variety of operations certified to two of these standards. ISO 14001 is an environmental standard that provides a system for continual improvement in environmental performance. ISO 9001 is a quality standard that provides a system to continually improve quality to enhance customer satisfaction.</p> <p>NSF / ANSI-140 Certification To achieve this rating, products are judged on a wide variety of environmental impacts and improvements in this life-cycle, consensus-based standard. Listed below are Mannington's carpet products that have been recognized for meeting these standards: Mannington Infinity Modular - NSF / ANSI-140 Gold, Mannington rEvolv Modular Carpet Tile - NSF / ANSI-140 Platinum, Mannington UltraBac RE Broadloom Carpet - NSF / ANSI-140 Platinum, Mannington Integra HP Broadloom Carpet - NSF / ANSI-140 Gold.</p> <p>NSF / ANSI-332 Certification Mannington's resilient products have also achieved NSF/ANSI-332, Sustainability Assessment for Resilient Floor Covering, similar to NSF/ANSI-140, but for resilient flooring. This standard covers Product Design, Manufacturing, Performance, Durability, and Progressive Corporate Governance. We are proud that the following Mannington products have been recognized for meeting NSF/ANSI-332 Gold: Mannington's Heterogeneous Sheet Flooring products: BioSpec FB, Terrene, BioSpec RE and Mannington's Homogeneous Sheet Flooring products: BioSpec MD, BioSpec SR, Assurance II, Color Anchor.</p> <p>Indoor Air Quality Certifications Green Label Plus - Mannington is proud to achieve the rigorous requirements of the Green Label Plus (CRI GL+) program. GL+ is a certification program that measures the low Volatile Organic Compound (VOC) emissions of carpet products and their adhesives. All Mannington's running line carpets and adhesives are CRI GL+ certified. FloorScore – FloorScore is an independent certification for hard-surface flooring products that comply with the VOC emissions criteria of the state of California Section 01350 program. More than 30 different Mannington products have received FloorScore certification in the tile, resilient sheet, and rubber. The FloorScore program certified hard surface flooring products are a compliance path to LEED Credit EQ4.3 Low-Emitting Materials.</p> <p>LEED As part of our environmental commitment, we have been a member of the U.S. Green Building Council (USGBC) since 1998. This non-profit coalition of building industry companies and organizations has developed nationwide standards to support and validate green building design, construction, and operations. It has also developed the Leadership in Energy and Environmental Design (LEED) rating system. The system provides third-party certification for construction and renovation projects, as well as design guidelines and professional training and accreditation services. Mannington products that can contribute to LEED credits include: running-line carpet products that hold Green Label Plus certification, commercial hard surface flooring which meets FloorScore requirements, adhesives and sealants that meet SCAQMD Limit for VOC Emissions, a variety of hard and soft surface products containing recycled content, east coast manufacturing that can contribute to nearby regional projects, entryway carpet systems, carpet reclamation to help address construction waste management, and wood products with no-added formaldehyde.</p>
<p>40</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>While Mannington is not a WMBE or SBE, we seek out and will work with women-owned, small business, disabled veteran-owned business, Native American owned business and others in fulfillment of the Sourcewell contract. We encourage supplier diversity by actively developing relationships with minority and women-owned businesses that supply goods and services necessary for the manufacturing of our product as well as provide installation and other services such as those represented in the Sourcewell contract.</p>

<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>Mannington highly values our relationship with our customers. We work tirelessly to provide the highest quality products at competitive prices. Even so, we continue to strive to improve the quality and performance of our products as well as a continued effort to reduce the overall manufacturing costs, a savings which we can pass on to you. Below we'd like to highlight some of our differentiating characteristics:</p> <ul style="list-style-type: none"> -- We understand that you need more than just a supplier -- you need flooring solutions. Mannington has the ability to bundle all types of commercial flooring under one purchase order – Carpet (Broadloom, Performance Back Broadloom & Carpet Tile), Non-Vinyl Resilient Plank, Resilient (Sheet, LVT), Wood, and Rubber, as well as all necessary adhesives and flooring accessories (transition strips, wall base, etc). -- We are always looking for ways to improve our efficiencies and reduce your overall costs at Mannington. Our ability to bundle all of your flooring provides you with a true value-added proposition by reducing the overall cost of all your flooring needs. And, we can streamline not only the order process, but also coordinate the shipment of everything you will need for your flooring installation. This translates to more efficiency and savings in shipping costs and a more timely and cost-effective installation experience. -- We have a dedicated Strategic Account Customer Service Manager to handle all orders and logistics for you. We work to make all lead times are as short as possible to ensure we meet each and every project deadline. We manage centralized distribution networks throughout the United States that can stage your start times in accordance with your schedules. There is no need for you to hold any material on site. We continue to invest in infrastructure in all the areas where you are located. -- We go to market as a true branded Type 6.6 Nylon fiber manufacturer. We have more running line carpet styles with Antron fiber than any other carpet manufacturer. -- Mannington allows our clients the opportunity to divert their used carpet from landfills by using our LOOP reclamation program. And we will take carpet from any manufacturer, not just our own. -- Mannington's commitment to quality and performance is reflected in our world class claims ratio and service levels. The industry average for claims trends in the range of 3%. Mannington has one of the lowest claims rates in the industry at less than one-half of one percent (<0.05%). For the previous decade, our claims ratio has been well in excess of five times better than the industry standard. Mannington also measures our service performance daily to make certain we are meeting the needs of our customers. Our current service levels are at 99.4%. These service levels reflect Mannington's ability to always put our customers' needs first. -- Mannington is a fourth generation, family run company based in New Jersey, whose philosophy is "To Be The Best People To Do Business With In The Flooring Industry." Our values include: Care; Do the Right Thing; Work Hard/Play Hard; and Control Our Own Destiny. We've been recognized as a leader in product innovation as well as operational excellence and environmental stewardship.
<p>42</p>	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>Mannington Commercial products can be purchased in Canada as well as in more than 55 countries worldwide. In Canada, Mannington has district sales managers responsible for the specification and sale of all commercial styles just as in the US. Likewise, we have a nationwide network of distributors who stock and service our resilient and carpet product offerings. Our international employees, representatives, and distributors are experienced and able to assist with the importation, servicing, and installation of Mannington products in all of the major international markets. We would gladly encourage Sourcewell qualifying members in Canada to participate in this contract if awarded. Our current pricing model includes freight charges, however freight charges to Canada would be separate and in addition to our current pricing schedule.</p>

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Yes, Mannington's warranties cover the cost of all replacement parts and labor to replace any defective area, with the exception only of furniture removal.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The only usage restriction is that the flooring must be installed indoors in climate controlled areas. Traffic levels do not affect Mannington's warranty coverage. Limitations include: the flooring must be properly installed and subjected to normal indoor use. Further, this Warranty applies only to manufacturing defects, and does not cover (i) deterioration of the flooring's appearance, (ii) damage to the flooring, or (iii) failure of installation that is not the result of a manufacturing defect. By way of example, without limitation, this Warranty does not cover wear or damage resulting from (i) abnormal use or abuse, (ii) use of athletic equipment (e.g. roller skates, golf shoes, ski boots, etc.), (iii) inadequate roller casters on chairs, (iv) use of improper cleaning agents or maintenance methods, or (v) installation or maintenance not in compliance with Mannington Commercial recommended procedures.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, our warranties completely cover the expense of the technician's travel time and mileage to perform warranty repairs if the fault lies with a Mannington product.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Not applicable; Mannington can provide a certified technician to perform warranty repairs not only throughout the US and Canada, but around the world.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No, Mannington can only provide warranty service for products that we have manufactured and supplied.
48	What are your proposed exchange and return programs and policies?	A courtesy return is an instance where we may agree to return unused carpet when there are no manufacturing issues. Courtesy returns are not automatic, nor uniform in the amount assessed for restocking charges. Many variables enter into the assessment of the restock fee amount, not the least of which is our ability to re-dispose of the material. Mannington retains exclusive authority in these matters and expressly reserves the right to deny any and all courtesy type returns. The fees for restocking are taken from the credit issued for the returned product. These returns will often require prepaid freight back to the mill and will usually have a restocking fee associated with them. All courtesy returns must be first approved by Mannington. The terms and conditions of all courtesy returns are exclusively reserved by Mannington, including the right to authorize or reject a courtesy return request of any product.
49	Describe any service contract options for the items included in your proposal.	Not applicable; Mannington is not offering service contract options.

Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Not applicable	*
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>We will provide an account number and a dedicated Customer Service representative to handle orders for all Sourcewell member organizations. This account number is tied to your contract details, ensuring that all Sourcewell members will receive the pricing and terms agreed to in our contract, whether ordering direct from Mannington or through one of our dealer partners. Through this account number, we can provide any reports you may require, including quarterly sales reports.</p> <p>Our goal is to provide a seamless transaction for your contract. We work very hard to be a company that is easy to do business with. With these two objectives as our main focal point, we are constantly training and cross training our internal sales and support staff to perform multiple tasks in the event of personnel loss or emergency. You can expect each team member assigned to your account to have two dedicated back-ups at all times. These internal team members will process Sourcewell members' purchase orders. With this type of program in place, Sourcewell members can be ensured that any unexpected changes in our internal staff will not be reflected in the quality of service that we deliver.</p>	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Mannington does accept P-cards from most government agencies at no additional charge. We also accept major credit cards for a small fee of 2.3% per transaction.	*

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing is based on a discount off list price. Mannington Commercial feels this is the best pricing to be offered to Sourcewell customers throughout the country. Pricing includes all freight to the continental US and a 2% administrative fee.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts range from 5%- 45% off list pricing.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be negotiated on an order by order basis.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This is typically offered upon request and availability. Quotes will be supplied for each request, as applicable.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>All of the pricing in the attached price list includes standard delivery. It does not include special delivery handling such as lift gate, inside delivery, call before delivery services, after hours delivery, etc.</p> <p>Material pricing does not include installation. Installation services are priced in this RFP as an additional service and should be arranged through Mannington's ProSolutions Team as needed.</p> <p>Adhesives are not included in the material prices; they are included as a separate line item.</p> <p>Finally, taxes are additional costs that are not included in the material prices.</p>
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	All product pricing is delivered pricing (freight included) to the continental United States. Fees for inside delivery, lift gate, after hours delivery, etc. are additional charges.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Mannington can easily accommodate shipping, delivery, and our exchange and return programs for Alaska and Hawaii as well as other off-shore locations. The only difference in these areas is that shipping costs are slightly higher than in the contiguous United States, but otherwise our policies and procedures are no different for these areas.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Mannington has approximately 2,500+ associates between nine separate manufacturing locations: Calhoun, GA (Commercial Headquarters), Salem, NJ (Corporate Headquarters), High Point, NC, Epes, AL, Madison, GA, Conyers, GA, Umatilla, FL, San Jose, CA, and Coventry, England. We also have more than 16 distribution partners across the United States. This network of manufacturing facilities and distribution points allow us to provide inventory levels needed to service our business partners across the country wherever a job may be occurring, not just on the east coast. Currently, we have over 100,000,000 square feet of capacity for our full breadth of product offerings.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	d. other than what the Proposer typically offers (please describe).	Mannington offers some municipalities, universities, and school districts the same pricing as offered in this proposal. We also have many GPOs and other state contracts that have higher prices than the pricing offered in this proposal. For some of our agencies that are larger volume purchasers, Mannington sells at a discounted price (much like our current Sourcewell contract).

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Mannington's local sales managers that have negotiated the pricing for the Sourcewell member on a job by job or project basis is responsible for verifying the pricing on each order before the order is processed for fulfillment. Mannington often sends copies of the Sourcewell price list with the quote to the agency's purchasing officers so they can confirm the quoted prices do not exceed the contract prices. In addition, order confirmations are emailed (when applicable) to the ordering party (often on behalf of a Sourcewell member) for further review. Reporting is run quarterly by the Accounting Department for review and reporting to Sourcewell.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Pricing is based on a discount off list price. Mannington Commercial feels this is the best pricing to be offered to Sourcewell customers throughout the country. The average discount from List Price (with freight included) averages 25% - 30%. However, we would like to note that the majority of our Sourcewell sales on Mannington's current contract are discounted even further. The contract price is a "not to exceed" or ceiling price. Materials are not usually purchased at the contract price. Pricing includes all freight to the continental US and a 2% administrative fee.

Industry Specific Questions

Line Item	Question	Response *
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<p>65</p>	<p>Describe how your products contribute to or promote the health, quality of life and well-being of our members and others.</p>	<p>Sustainable practices will be incorporated into product selection via our microsite that we will create specifically for the University. This microsite will highlight Mannington products that meet Sourcewell's criteria based upon recycled content, PVC-free, etc. For the design firms working on your projects, our architect folders will clearly state these same differentiators.</p> <p>In terms of material sourcing, 98% of the product Mannington Commercial brings to market is domestically manufactured directly by Mannington. This means no additional footprint of containerized transport. As all product is manufactured in the US, we can make your product in a timeframe based upon your orders within our system and when those orders must be delivered. We don't need to overproduce product or bring in large standing inventory because the material has to be transported across oceans. And because we manufacture our own material, we ensure that our sustainable practices start with manufacturing processes that meet the highest ISO guidelines in EPA regulated domestic facilities. It is something to consider and is often over-looked.</p> <p>In addition, Mannington is providing Sourcewell with multiple environmentally-friendly products. All of our product lines can contribute to LEED certification, the WELL Building Standard, and meet applicable indoor air quality testing (CRI Green Label Plus for carpet and FloorScore for hard surface). To further help with your selection process, all of our product lines are covered by Environmental Product Declarations and are represented in both the Origin/Mindful Materials and Pharos databases.</p> <p>Vinyl is a product component that many end users are beginning to shy away from. In certain end use applications, vinyl is a necessary component to maintain the performance levels needed for sensitive environments like operating rooms and high-use environments like airports and schools. But day by day, product by product, Mannington is reducing vinyl in our newest flooring options. For example, our Cirro non-vinyl resilient tile and plank flooring has the look you would expect from luxury vinyl or even real hardwood, but it is completely free of vinyl, phthalate, halogen, and formaldehyde, while still carrying the same 10 year warranty as many of our other resilient flooring options. For our soft surface options, Mannington has produced another environmentally-forward innovation with rEvolv, our 100% PVC-free modular carpet tile backing system. rEvolv is certified NSF/ANSI-140 Platinum and has a Declare label. But don't worry, you won't be sacrificing performance for sustainability. rEvolv is backed with our non-prorated lifetime warranty -- guaranteed not to edge ravel, delaminate, zipper, dome or dish, and it has an impermeable moisture barrier backing system.</p> <p>Mannington has the ability to bundle all types of commercial flooring in one delivery – Carpet (Broadloom & Carpet Tile), Resilient (Sheet, LVT), Wood, and Rubber, as well as all adhesives and flooring accessories (transition strips, wall base, etc.) – which translates to not only lower shipping costs to you, but also less impact on the environment. In addition, we operate eight distribution centers across the US, which means that your material will have the shortest possible distance to travel to get to you. And, Mannington uses multiple national distribution trucking suppliers, of which more than 15 are involved in the EPA's SmartWay program.</p> <p>On the installation side, all of our Mannington's adhesives meet applicable indoor air quality requirements for certification under both LEED and WELL and comply with the VOC limits currently established by the South Coast Air Quality Management District Rule 1168 and CHPS 01350. All carpet adhesives are certified by the Carpet & Rug Institute under their Green Label Plus program, and most hard surface adhesives are FloorScore certified.</p> <p>Sustainability is an integral part of Mannington's corporate identity. Mannington Mills was founded in 1915 with one core value in mind: Do The Right Thing. For many years now, "Do The Right Thing" has included doing the right thing for the environment that we all share. In every product that we manufacture and develop, we are just as concerned with how that product impacts the environment as with its aesthetic appeal and performance levels.</p>
<p>66</p>	<p>Describe your capability to track and report sales to Sourcewell members by your dealer network.</p>	<p>Upon award, your Strategic Account Contract Number will be utilized for your members that will allow access to the pricing submitted within this bid. This contract number will be used both for direct orders and for orders through our distributor partners. We can accommodate periodic reports by member location providing each location establishes an account with Mannington; those accounts would then be tied to the contract. Mannington currently provides the following reports to many of our strategic accounts:</p> <p>Net Sales Report – This report is available quarterly and provides details such as: total purchase dollars by product, total material quantity shipped by product, order number and date, invoice number and date, and purchase order number.</p> <p>This report can be modified to meet your needs. In addition, Mannington can also supply various other reports upon request such as product reporting, Turn-Key, or sales reports on environmentally green products.</p>

67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	<p>One of Mannington's corporate commitments is to employ environmental conscience and life cycle thinking in the design of our products. Often times, it can be a balancing act when engineering new flooring products. Do we focus more on a potential product's environmental "greenness" or on its performance levels? Ultimately, we try to do both.</p> <p>In terms of sourcing of raw materials, Mannington has been using a consistent and broad supply chain assessment system for many years. It is focused on the wide array of important attributes we count on from our suppliers, including quality, safety, timeliness, financial, and social performance. Environmental responsibility is a key facet of the audit and certification program. We keep an environmental audit guide and checklist that includes important attribute sections that we use when visiting and auditing a supplier's facility. All facets are numerically scored to end with ratings and benchmarks for us to evaluate and compare suppliers.</p> <p>Some of the items we are able to reuse or recycle in our facilities include:</p> <ul style="list-style-type: none"> -- Core and Yarn Tube Reuse and Recycling - Once our New Jersey location is finished with the 12-foot felt and paper handling core tubes, we ship them to our operation in Georgia, where they are cut in half and used as shipping cores for carpet. And the tubes on which yarn is shipped to us can be reused in our yarn twisting, metering, and doubling operations. Once they are too worn to use, the tubes are crushed, bailed, and recycled. -- Metal and Plastic Yarn Handling Bins - Mannington has replaced the traditional cardboard boxes in which yarn lots are stored with metal wire and plastic bins. Stackable, flexible, and more secure than cardboard boxes, they have saved a few squished toes along with resources. -- Resilient Trim and Carpet Yarn Reuse - Most of our production waste can now be recycled into our products. Carpet waste is agglomerated - heated and ground - and used for 40% of our hard-surface BioSpec RE flooring. Hard-surface flooring can be finely ground, mixed with agglomerated carpet, and recycled into our Infinity RE carpet backing. -- Test Installation Scrap - We install a lot of carpet, some just for the fun of it - or at least for the edification of our installers. Whenever we take up one of these test floors, we reclaim the flooring for recycling just as we encourage you to do with your installation -- though we would hope you leave your Mannington flooring down for quite a bit longer than we do in our training facility. -- Other Carpet Waste - Carpet waste that cannot be reused in production is sold as poundage to stuff pillows, toys, and other soft textile products. What we can't use is either used by others or reclaimed and broken down into their original process chemistry for reuse or recycling. <p>As relates to the delivery of our materials, Mannington uses multiple national distribution trucking suppliers. More than 15 are involved in the SmartWay program. One of our targets is to increase the ratio of SmartWay transporters versus those not affiliated with SmartWay.</p> <p>Finally, Mannington's LOOP reclamation and recycling program allows commercial customers to reclaim and recycle end-of-use floor covering. We will take any manufacturers' carpet, not just our own. Many times, this material can be cleaned, sanitized, and re-used by those whose budgets would not allow for the purchase of new carpet, allowing us to give back to the communities that support us and our employees.</p>
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	<p>Mannington can easily modify our existing sales reports to include information such as recycled content, availability of EPD and/or HPD, FloorScore or CRI Green Label Plus Indoor Air Quality Certification, Declare Label, NSF/ANSI certification, etc. as needed.</p>
69	Describe the extent to which your products contain recycled content or are recyclable.	<p>Most of our flooring products contain recycled content. Recycled content percentages vary depending on product type (i.e., carpet, lvt, resilient sheet, rubber, etc.). For carpet tile, the average recycled content for our standard backing system – Infinity – is 34% (30% pre-consumer, 4% post-consumer); for broadloom carpet, the average recycled content for our Integra HP backing is 12% (6% pre, 6% post); and for our UltraBac RE broadloom backing, the average recycled content is 28% (8% pre, 20% post).</p> <p>On the hard surface side, our resilient sheet flooring has a recycled content average of 5%, with our BioSpec RE having 15% pre- and 20% post-consumer recycled content, and Mannington's non-vinyl tile and plank Cirro contains an average of 5% recycled content. Finally, our rubber flooring products offer an average recycled content of 14%, with our Reset product having up to 91% post-consumer recycled content.</p>

Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - 2019 D&B Report - Mannington Commercial.html - Monday August 05, 2019 13:36:42
- [Marketing Plan/Samples](#) - Sourcewell - Mannington Dealer Flyer.pdf - Monday August 05, 2019 13:38:32
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Mannington Product Warranties.zip - Wednesday July 31, 2019 08:39:09
- [Pricing](#) - Mannington Commercial - Price List Sourcewell 2019 RFP.pdf - Thursday August 08, 2019 11:03:15
- Additional Document (optional)

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Andrea Dipazo, Strategic Accounts Services, Technical Representative

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

**AMENDMENT #1
TO
CONTRACT #080819-MMI**

THIS AMENDMENT is by and between **Sourcewell** and **Mannington Commercial, a business unit of Mannington Mills Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Flooring Materials, with Related Supplies and Services, to Sourcewell and its Participating Entities, effective October 11, 2019, through October 11, 2023 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Section 20. Insurance—Subsection A. Requirements— Item 5. Professional/Technical, Errors and Omissions and/or Miscellaneous Professional Liability, of the Contract, is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

Date: 7/20/2021 | 5:29 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO

Date: 7/20/2021 | 5:51 PM CDT

Mannington Commercial

DocuSigned by:
By: Brad Root
Sharon Newberry

Title: Senior Vice President Sales & Marketing

Date: 7/20/2021 | 9:19 AM PDT

From: [Jacobs, Bonnie](#)
To: [Steve Holden](#)
Subject: Re: Sourcewell Agreement
Date: Friday, April 21, 2023 11:15:44 AM
Attachments: [image001.png](#)
[image002.jpg](#)

River City is vetted by Tarkett, and he is a preferred dealer. I can review his pricing to make sure he is in line with the Sourcewell pricing.
They are excellent service providers for Tarkett.

Thank you.

Bonnie JACOBS
TARKETT & JOHNSONITE

C- 616-255-6959
www.tarkett.com
TARKETT

From: Steve Holden <sholden@miottawa.org>
Sent: Friday, April 21, 2023 10:55:24 AM
To: Jacobs, Bonnie <Bonnie.Jacobs@tarkett.com>
Subject: RE: Sourcewell Agreement

CAUTION: EXTERNAL e-mail - Be Aware - sent by sholden@miottawa.org

Hi Bonnie,

The main concern from Ottawa County is that we are promoting competition even while going through Sourcewell's contract for pricing. I wasn't at the walkthrough with River City, but are they the vendor that is recommended by Tarkett? Are they vetted in any way by Tarkett?

If not, then the County would continue with an RFQ process for the installation of Tarkett product, especially if all retailers have the option to use Sourcewell.

Thanks for the quick response.

From: Jacobs, Bonnie <Bonnie.Jacobs@tarkett.com>
Sent: Friday, April 21, 2023 7:38 AM
To: Steve Holden <sholden@miottawa.org>
Subject: Fwd: Sourcewell Agreement

Good morning, Steve,

Any dealer that you choose to use will have access to the sourcewell contract. Pheonix, Ritsema, Paradigm... do you know if River City was aware that was what you wanted to use? I've been to your

facility with River City. I do not recall it being discussed.

Thank you so much. Have a great day.

Thank you.

Bonnie JACOBS
TARKETT & JOHNSONITE

C- 616-255-6959

www.tarkett.com

TARKETT

From: Sumlin, John <John.Sumlin@tarkett.com>

Sent: Thursday, April 20, 2023 4:39 PM

To: Steve Holden <sholden@miottawa.org>; Jacobs, Bonnie <Bonnie.Jacobs@tarkett.com>

Cc: Abby Ritter <aritter@miottawa.org>

Subject: RE: Sourcewell Agreement

Steve,

Thanks for the email. I am cc'ing Bonnie Jacob the local Tarkett representative to offer some alternatives for you area. Bonnie, please call me if you need any assistance with this.

John SUMLIN

VP, ED/GOV Segments

T: +1 404 431 2131

john.sumlin@tarkett.com

981 Joseph E Lowery Blvd NW - Suite 99 Atlanta, Georgia 30318



From: Steve Holden <sholden@miottawa.org>

Sent: Thursday, April 20, 2023 3:59 PM

To: Sumlin, John <John.Sumlin@tarkett.com>

Cc: Abby Ritter <aritter@miottawa.org>

Subject: Sourcewell Agreement

CAUTION: EXTERNAL e-mail - Be Aware - sent by sholden@miottawa.org

Good afternoon John,

I'm hoping you can assist us with finding qualified vendors that will honor the Sourcewell agreement for Tarkett carpeting/flooring. We are aware of River City, but curious if there are others that we should reach out to for quoted services.

We are located in Ottawa County Michigan. 49460 ZIP. Please let me know if you have questions from me that could assist with this request. Thank you.

Steven Holden | P 616-994-4778

Fiscal Services | Procurement Specialist

12220 Fillmore Street | West Olive, MI 49460 | www.miOttawa.org



CONFIDENTIALITY NOTICE: This e-mail message is intended only for the above-mentioned recipient(s). Its content is confidential. If you have received this e-mail by error, please notify us immediately and delete it without making a copy, nor disclosing its content, nor taking any action based thereon. Thank you.

AVERTISSEMENT DE CONFIDENTIALITÉ: Le présent courriel est destiné uniquement au(x) destinataire(s) susmentionné(s). Son contenu est confidentiel. Si vous avez reçu ce courriel par erreur, veuillez nous en aviser immédiatement et l'effacer sans en tirer de copie, ni en dévoiler le contenu, ni prendre quelque mesure fondée sur celui-ci. Merci.

<http://www.tarkett.com/e-mail-disclaimer.htm>

Action Request

Electronic Submission – Contract # 1938



Committee: BOARD OF COMMISSIONERS

Meeting Date: 6/13/2023

Vendor/3rd Party: NAYA GROUP LLC.,

Requesting Department: INNOVATION & TECHNOLOGY

Submitted By: PAUL KLIMAS

Agenda Item: VIRTUAL CHIEF INFORMATION SECURITY OFFICER

Suggested Motion:

To approve and forward to the Board Chairperson and Clerk/Register to sign a 3-year agreement with Naya Group LLC. Total 3-year cost is \$122,909

Summary of Request:

To contract with Naya Group LLC to provide virtual CISO/Cybersecurity consulting services. A virtual CISO is a skilled and experienced cybersecurity professional who provides the same level of expertise and guidance as an in-house CISO but on a remote and on-demand basis. The vCISO will work with IT and other departments to design and implement effective threat management strategies by assisting and developing an overall IT strategic security plan, perform risk assessments, evaluate systems and business resilience.

Financial Information:

Total Cost: \$122,909.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Administration:

Recommended by County Administrator:

5/30/2023 10:43:14 AM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 6/6/2023



vCISO SERVICES CONTRACT

This AGREEMENT is made by and between the County of Ottawa, a municipality in the State of Michigan, (hereinafter, the "County") acting by and through its duly elected Board of Commissioners, (hereinafter the "Board"), and Naya Group LLC (hereinafter, "Contractor"), with a principal place of business at PO Box 561 Walled Lake, MI 48390.

IT IS HEREBY AGREED AS FOLLOWS:

1. **Scope of Work:** Contractor agrees to provide the "Services" which as detailed in Exhibit A. It shall be the responsibility of the Contractor to employ and assign to the project adequate personnel and equipment required to undertake and complete the work in a diligent, timely and orderly manner.
2. **Compensation:** In consideration for the services to be performed by the Contractor, the County agrees to pay Contractor the compensation set forth on Exhibit A. Payment to the Contractor for services will be under the County's terms of Net 30. Any change in pricing must be communicated in written form thirty (30) days in advance.
3. **Contract Documents:** The following documents are the entire agreement between the Contractor and the County. The agreement includes the following documents listed below, which are incorporated herein by reference and are deemed to be part of this contract as if set forth in full:
 - a) This Contract (including attached exhibits)
 - b) All Provisions required by law to be inserted in this contract whether inserted or not.
4. **Performance**
 - a) Contractor shall perform the work as required by and in accordance with the schedule of time requirements set forth in Exhibit A.
 - b) Failure to complete services as required shall constitute breach of this Contract.
 - c) Contractor shall have not more than thirty (30) calendar days to cure a breach of this Contract (the "Cure Period"). Failure to cure a breach of this Contract within said Cure Period shall allow the County to, without further notice to the Contractor, declare this Contract terminated and proceed with the replacement of the Contractor and the County shall be entitled to all remedies available to it at law or in equity.
 - d) If Contractor defaults on the contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend contractor from receiving future solicitations.
5. **Terms of Contract:** The contract shall commence when signed by both parties and unless terminated earlier in accordance with the terms of this Contract, this

Contract period will cover a period of three (3) years with an option to renew for up to two (2) additional 12-month terms, if mutually agreed upon by both parties.

County's obligations are limited to payment for the goods and/or services described herein and despite any other provision to the contrary in any other agreement, signed or not, the County may terminate any term, a hold over or any renewal term at its will. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party

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

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

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

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

11. Exclusive Contract: This Contract, including exhibits attached hereto, a County Purchase Order, if applicable, is the entire Agreement between Contractor and the County for the services as detailed in Exhibit A.
12. Modifying the Agreement: This Agreement may be modified only by a writing signed by both parties.
13. Record Keeping: The Contractor shall keep all records related to this Contract for the term of the Contract and three (3) years thereafter.
14. Dispute: In the event of any conflicts or discrepancies in the wording of any terms, provisions and conditions contained in this Agreement, describing Contractor's obligations and responsibilities hereunder, said conflicts and discrepancies shall be resolved by first applying the interpretation of this Agreement and its exhibits, attachments, and addendums, then the mutually agreed Contractor's planning documents that affirm the details of the Services to be provided. Any agreement or modification of this Agreement shall be written and signed by both parties and will supersede any previous written understandings.

Should any disputes arise with respect to this Agreement, Contractor and County agree to act immediately to resolve any such disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement in the accomplishment of all nondisputed work; any additional costs incurred by the Contractor as a result of such failure to proceed shall be borne by the Contractor and the Contractor shall make no claim against County for such costs.

If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to any other form of dispute resolution. In an effort to resolve any conflicts that arise during the construction of this project or following the completion of a project, the Contractor and County agree that all disputes between them arising out of or relating to this Agreement shall first be submitted to non-binding mediation unless the parties mutually agree otherwise, prior to resolving those disputes in a judicial forum.

Pending resolution of such dispute or difference and without prejudice to their rights, the Parties shall continue to respect all their obligations and to perform all their duties under this Agreement.

15. Jurisdiction and Venue: The parties' consent to the exercise of general personal jurisdiction over it by the Ottawa Court Circuit Court. Any action on a controversy that arises under or in association with this Agreement shall be brought in the State of Michigan, which both parties agree is a reasonably convenient place for trial of the action. The parties both agree that their consent in accordance with this Section is not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.

16. **Liability and Insurance:** Contractor agrees to defend, indemnify and hold harmless the County from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Contract, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Contractor. If specific insurance is required, such insurance shall be set forth in the attached Exhibit C.
17. **Relationship of Parties:** The Contractor is an independent contractor and is not an agent or employee of the County for any purpose including, but not limited to, the ability to bind the County and all labor or employee related matters such as tax withholding/reporting, employee wages or benefits, or workers compensation. This Contract is not intended to create any joint venture or partnership of any kind. The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
18. **Subcontracts:** Contractor may not assign or subcontract any rights or obligations under this agreement without the County's prior written approval.
19. **Governmental Immunity:** The County does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.
20. **Safety:** The Contractor shall at all times observe and comply with all federal, state, local and County facility laws, ordinances, rules and regulations that may in any manner affect the safety and the conduct of the work. The Contractor shall hold the County harmless against any claim or liability arising from the violation of any such provisions.
21. **Absence of Waiver:** The failure of either party to insist on the performance of any of the terms and conditions of this Contract, or the waiver of any breach of such terms and conditions, shall not be construed as thereafter waiving such terms and conditions, which shall continue and remain in full force and effect as if such forbearance or waiver had occurred.
22. **Notices:**
 - a) All notices and other communications for the parties may be served, mailed, or delivered at the following addresses:

If to the Contractor:	Naya Group LLC ATTN: Waleed Haddad PO Box 561 Walled Lake, MI 48390
If to Ottawa County:	Email: whaddad@nayagroupllc.com Ottawa County Innovation and Technology ATTN: Michael Morrow 12220 Fillmore St. West Olive, MI 49460 Email: mmorrow@miottawa.org

23. **Partial Invalidity:** The partial invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expunction of the invalid provision.
24. **Attorney Review:** The parties represent that they have carefully read this Agreement and have had the opportunity to review it with an attorney. The parties affirmatively state that they understand the contents of this Agreement and sign it as their free act and deed.
25. **No Third-Party Benefit:** The provisions of this Agreement are for the benefit of the parties hereto, and not for the benefit of any other person or legal entity.
26. **Availability of Funds:** Each payment obligation of the County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services performed herein, either party may terminate this Agreement at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time of the services that will or may be affected by the shortage of funds
27. **Miscellaneous:**
 - a) **Force Majeure:** Either party shall be excused from performance under this Agreement for any period of time during which the party is prevented from performing its obligations hereunder as a result of any Act of God, war, civil disobedience, court order, labor dispute, or other cause beyond the party's reasonable control. Such non- performance shall not constitute grounds for default.
 - b) **Title and Headings:** Titles and headings to articles, sections or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.
 - c) **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 a writing signed by either party or its authorized representative.
 - d) **Anticipatory Breach:** If the Contractor, at any time before delivery of services, declares its intent not to perform in accordance with this Agreement, Ottawa County shall have an immediate cause of action for breach of this Agreement, and shall be entitled to all remedies available to it at law or in equity.

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

COUNTY OF OTTAWA

By: _____
Joe Moss, Chairperson
Board of Commissioners

Date

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

Date

Naya Group LLC

By:  _____
Signature

5/02/2023
Date

Waleed Haddad
Printed Name



Ottawa county RFP23-18

28-Mar-23

PREPARED For:



Ottawa County
Where You Belong.

PREPARED By:

Waleed Haddad
Security & Compliance, Director
whaddad@nayagroupllc.com
1-888-818-CYBER

NAYA GROUP – YOUR SECURITY PARTNER

Providing Sustainable Security Solutions:

Naya Group was formed to help corporations manage and execute daily, weekly, monthly, and annual security program mandatory duties. We accomplish this by either enhancing or cooperatively developing cyber a security program that is sustainable, repeatable, and most importantly comprised of tasks designed around accountability. The program identifies and reinforces IT security policies and procedures while tracking assignment and accountability; whether a capable Naya Group Security analyst is responsible for the work or not. We do this with strict coherence to our Security Controls Matrix, so the entire team has continuous visibility into who and what needs to be accomplished. The Security Controls Matrix is reviewed on a predetermined cadence where all team members can receive the help, they need to accomplish the assigned tasks. Accountability for security tasks has never been more important. Most cyber threat exploits are products of untimely security oversight or IT inadequate infrastructure maintenance. Our process creates an ongoing cadence continually remediating issues so as not to allow undue risk from lack of focus. The program is an on-going proactive approach to security deliverables that fortifies visibility and vigilance. Our customers stay ahead of the wave of cyber threats and make sure remediations are understood and completed.

Methodology: We have developed an easy to onboard process that quickly identifies and integrates to mature security programs or even a greenfield security program. Once we determine if enhancing the existing program is immediately necessary or not, we can then layer in our processes and start blending the culture of vigilance and collaborative oversight. Our basic principles are as follows and these can be altered based on compliance framework requirements or individual customer needs. Our process is reinforced by strategically aligned initiatives, plans, executables, and closures into every step of the cybersecurity routine, thus creating a sustainable, timely and repeated proactive process.



Initiation Phase: Rather than paying for a costly Gap Assessment, we dive right into understanding the current security posture. We do this through interviews, intake best practices, documentation analysis, security tool review and transfer of existing customer knowledge. This helps us define strengths and weaknesses that will shine a light on your threat surface and compliance frameworks. Now, after a period of required due diligence, we craft a plan or alterations that becomes your security baseline.

Plan Phase: Based on initiation phase's recognizance we document goals, gaps, corporate initiatives, threat surface, tools, communication, and many other components. These components embody a starting point and when coupled with upcoming compliance audits or annual penetration/vulnerability testing, we can work as a team to fill out the Security Controls Matrix. The Security Controls Matrix is designed to surface security activities, assignment them to resources, and jointly remove roadblocks in order to complete the tasks as they appear throughout the year.

Execution Phase: This is where we drive security transformation to success. As a team, we systematically pursue the assigned deliverables relying on individuals, and team progress, at a regimented interval. This allows the team to celebrate accomplishments and to collaborate on incomplete items resisting timely resolution. The execution phase allows us to make sure that the people, process, and technologies are actually working, while required time is being invested to minimize risk.

Closure Phase: This is an essential part of the success of this program and how we, as a team, report to C-level executives, Directors, and each other. The closure phase is a report of high-level accomplishments supported by identifiable items that are part of a quarterly or annual cycle. This communication helps keep everyone on the same page and puts our team in a better place to support communication. This exercise generates recognition coming with completing tasks and evolving a security program. The closure phase allows for budget alignment, time invested visibility, and generally brings to light investments made. Too often, cyber security programs rarely get recognized because they operate quietly in the background. Then suddenly get thrust to front-and-center due to an unforeseen incident.

The Validation and Repetition Phase: The intent of the program is to make essential security activates sustainable and repeatable. Our program is like a fitness program that allows teams to move cybersecurity safety forward daily leading to a culture of transformation toward steady state compliance. We leverage our time-tested processes to remain vigilant so we can ensure tasks are completed and news initiatives are properly tracked. A fitness program of this nature avoids peaks and more importantly valleys, so threat prevention can be consistent. Once our program is running on all cylinders, it is easy to repeat and enjoy this new culture of security awareness and its proactive benefits. Now your team is prepared to repeat rather than wait for an incident or an audit to put security actions in motion.

SERVICES & OFFERINGS

	Services	Description
1	Participation in executive meetings	<ul style="list-style-type: none"> a. Lead IT steering committee meetings Security b. review and collaboration
2	Enterprise IT Security Strategic Plan Development	<ul style="list-style-type: none"> a. Security charter b. Security program overview c. Annual risk management goals d. Periodic assessment of emerging risks e. Knowledge transfer
3	IT Security policy and procedure management	<ul style="list-style-type: none"> a. Enterprise IT security policy/ procedures Incident b. management policy/ procedures c. Training and awareness
4	IT security assessment	<ul style="list-style-type: none"> a. Management of security controls matrix b. Assessment of security tool portfolio and development of risk profile as a part of the required security controls c. Risk assessment development and recommendations
5	Cybersecurity defense program development	<ul style="list-style-type: none"> a. Perimeter defense measures b. Cyber kill-chain program c. End user educational programs d. Countermeasures to mitigate emerging risks e. Oversee threat evaluations
6	Incident management and Response	<ul style="list-style-type: none"> a. Lead security incident response b. Event identification and management c. Root cause analysis (RCA) d. Event detection and remediation management e. Incident event logging and reporting
7	Firewall configuration review	Work with infrastructure team to develop and formal firewall reviews specific to firewall rule reviews add, modifications and removal
8	External/ Internal network vulnerability assessments	<ul style="list-style-type: none"> a. Network discovery and internal vulnerability scanning b. Vulnerability scanning of external IP ranges c. Review, assign ownership and develop reporting matrix
9	Compliance framework coherence leadership	<ul style="list-style-type: none"> a. Lead CIS framework compliance and remediation b. Lead NIST SP 800 - XXX compliance and remediation c. Lead PCI DSS framework compliance and remediation

10	Security Tool Management	<ul style="list-style-type: none"> a. 24/7/365 EDR deployment and configurations b. Oversee SIEM deployment and configurations c. Oversee central management tool deployment and configurations
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OTTAWA COUNTY IN-SCOPE SERVICES & OFFERINGS

SERVICES	TIMELINE
Auditing Services	
- Informal Risk Assessment	4 to 6 weeks
- Formal Risk Assessment	12 to 24 weeks
- Internal & External Compliance Assessments	10 to 14 weeks (on-going)
- Readiness & Security Reputation Assessments	
Governance & Management	
- Security/Business Operations Analysis	10 to 14 weeks
- Information Security Maturity Model Evaluation (ISMM)	
- Security Information and Event Monitoring	2 to 4 weeks (on-going)
- System and Business Resilience	12 to 24 weeks
- Protection of Information Assets	6 to 8 weeks
- Remediation Guidance of Gap Analysis	4 to 6 weeks (on-going)
Incident Response Guidance	
- Guidance of Past, Present and Future Incidents	2 to 4 weeks
- Security Incident Response (SIR)	As needed
Communications	
- Standup Compliance Review Meeting	Bi-weekly

ANNUAL PRICING – 3 YEARS

YEAR 1 - SERVICES	PRICING
vCISO	
- CIS Compliance Assessments	\$38,988
• Informal Risk Assessment	
• Formal Risk Assessment	
• Readiness & Security Reputation Assessments	
• Security/Business Operations Analysis	
• Information Security Maturity Model (ISMM)	
• Security Information and Event Monitoring	
• System and Business Resilience	
• Protection of Information Assets	
• Remediation Guidance of Gap Analysis	
• Guidance of Past, Present and Future Incidents	
• Standup Compliance Review Meetings	
Penetration Testing	
• External Vulnerability Scanning	\$1,950
• Internal Penetration Testing	TBD
Incident Response Guidance	
• Security Incident Response (SIR)	Senior Security Engineer: \$175hr Security Analyst: \$125hr Project Manager: \$115hr
Additional Hourly Services	
• Additional Security Services	Senior Security Tech: \$175hr Security Analyst: \$125hr Project Manager: \$115hr

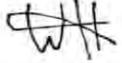
YEAR 2 – SERVICES	PRICING
vCISO	
- CIS Compliance Assessments	\$40,938
• Informal Risk Assessment	
• Formal Risk Assessment	
• Readiness & Security Reputation Assessments	
• Security/Business Operations Analysis	
• Information Security Maturity Model (ISMM)	
• Security Information and Event Monitoring	
• System and Business Resilience	
• Protection of Information Assets	
• Remediation Guidance of Gap Analysis	
• Guidance of Past, Present and Future Incidents	
• Standup Compliance Review Meetings	
Penetration Testing	
• External Vulnerability Scanning	\$2,125
• Internal Penetration Testing	TBD
Incident Response Guidance	
• Security Incident Response (SIR)	Senior Security Engineer: \$185hr Security Analyst: \$125hr Project Manager: \$115hr
Additional Hourly Services	
• Additional Security Services	Senior Security Engineer: \$175hr Security Analyst: \$125hr Project Manager: \$115hr

YEAR 3 – SERVICES	PRICING
vCISO	
- CIS Compliance Assessments	\$42,983
• Informal Risk Assessment	
• Formal Risk Assessment	
• Readiness & Security Reputation Assessments	
• Security/Business Operations Analysis	
• Information Security Maturity Model (ISMM)	
• Security Information and Event Monitoring	
• System and Business Resilience	
• Protection of Information Assets	
• Remediation Guidance of Gap Analysis	
• Guidance of Past, Present and Future Incidents	
• Standup Compliance Review Meetings	
Penetration Testing	
• External Vulnerability Scanning	\$2,350
• Internal Penetration Testing	TBD
Incident Response Guidance	
• Security Incident Response (SIR)	Senior Security Tech: 190hr Security Analyst: 135hr Project Manager: \$125hr
Additional Hourly Services	
• Additional Security Services	Senior Security Engineer: 190hr Security Analyst: 135hr Project Manager: \$125hr

**Does not include travel cost. Quote Valid for 60-Days. Prices Subject to Change with Notice Depending on Current Market Conditions.*

AUTHORIZED SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____ **PURCHASE ORDER NO:** _____

NAYA GROUP SIGNATURE:  _____ **DATE:** 3/28/2023



12220 Fillmore Street • Room 331 • West Olive, MI, 49460

(616) 738-4670

Fax (616) 738-4897

VENDOR INSURANCE REQUIREMENTS / REQUEST

Please be advised that before any vendor can begin work in a County facility, or before a purchase order can be processed, if applicable, the County requires that you provide evidence of insurance as follows:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation Limits	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 & 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 separately per location or project.

AUTOMOBILE (if applicable)

Residual Liability Limit	\$1,000,000 Each Accident
Personal Injury Protection	Michigan Statutory
Property Protection	Michigan Statutory

PROFESSIONAL LIABILITY (if applicable)

Limit of Liability	\$2,500,000 Aggregate Limit
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Please provide a **certificate of insurance** detailing your coverage which meets the above requirements. 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 its officers, officials, employees, volunteers and agents are to be additional insureds as respects to the services 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 listed as additional insureds. A **30-day** notice is required in the event of coverage termination for any reason

Additional Insured Endorsement to the Commercial General Liability policy **must accompany the certificate**, OR the **certificate must state** that the General Liability policy includes a blanket additional insured provision on the primary basis for any entity required by contract or agreement to be an additional insured.

Please forward your evidence of insurance to; OTTAWA COUNTY PURCHASING, 12220 Fillmore St Rm 331, West Olive, MI 49460, purchasing@miottawa.org, Fax Number 616-738-4897

Action Request

Electronic Submission – Resolution #: 1922



Committee: BOARD OF COMMISSIONERS

Meeting Date: 6/13/2023

Requesting Department: DC PROBATION/COMM CORRECTIONS

Submitted By: ALMA VALENZUELA

Agenda Item: FY2024 MICHIGAN DEPARTMENT OF CORRECTIONS PLAN & APPLICATION

Suggested Motion:

To approve and forward to the Board of Commissioners the FY2024 Michigan Department of Corrections Plan and Application.

Summary of Request:

To approve FY2024 Funding Application prepared by the Ottawa County Community Corrections Department, and approved by the Community Corrections Advisory Board on 4-25-23, in the amount of \$276,986.00

Financial Information:

Total Cost: **N/A**

General Fund Cost: **N/A**

Included in Budget: **N/A**

If not included in Budget, recommended funding source:

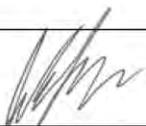
N/A

Action is Related to an Activity Which Is: Mandated

Action is Related to Strategic Plan:

- Goal:
Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.
Goal 4: To Continually Improve the County's Organization and Services.

Administration:

Recommended by County Administrator:  5/5/2023 10:19:43 AM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION 6/6/2023

**COUNTY OF OTTAWA
STATE OF MICHIGAN**

OTTAWA COUNTY RESOLUTION

At a regular meeting of the Ottawa County Board of Commissioners, held at the Fillmore Complex in the Township of Olive, Michigan on the 13th day of June 2023 at 9:00 a.m. local time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

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

WHEREAS, the Ottawa County Board of Commissioners serves as the Fiscal Agent for the Ottawa County Community Corrections Advisory Board, and

WHEREAS, this County desires to continue to participate in Community Corrections Programs and Services, and

WHEREAS, the FY2024 Community Corrections Funding Application has been prepared by the Ottawa County Community Corrections Department for Community Corrections Programs and Services to be delivered in Ottawa County from October 1, 2023, to September 30, 2024, and

WHEREAS, the Ottawa County Community Corrections Advisory Board has approved this Funding Application and recommends its approval for submission,

NOW, THEREFORE, BE IT RESOLVED that the Ottawa County Board of Commissioners hereby approves the FY2024 Funding Application prepared by the Ottawa County Community Corrections Department in the amount of **\$276,989** for Programs and Services.

MICHIGAN DEPARTMENT OF CORRECTIONS

“Committed to Protect, Dedicated to Success”



Office of Community Corrections

Community Corrections Plan and Application
Fiscal Year 2024

CCAB Name: Ottawa County

Email the application to:

1. MDOC-OCC@michigan.gov
2. Your assigned Community Corrections Specialist

DUE DATE: May 1, 2023

SECTION I: COMMUNITY CORRECTIONS ADVISORY BOARD INFORMATION

Name of CCAB: Ottawa County **Federal I.D. Number:** 38-60004883

A: GENERAL CONTACT INFORMATION:

	CCAB Manager	CCAB Manager's Direct Supervisor	CCAB Chairperson	Agency Serving as Fiduciary of Award & Contact Person
Name:	Alma Valenzuela	Lori Catalino	Jon Hulsing	Olga Frederick
Title:	Director	DC Administrator	Circuit Court Judge	Budget/Audit Analyst
Address:	85 W 8 th St.	85 W 8 th St.	414 Washington Ave.	12220 Fillmore St.
City:	Holland	Holland	Grand Haven	West Olive
State:	Michigan	Michigan	Michigan	Michigan
Zip:	49423	49423	49417	49460
Phone:	616-355-4314	616-355-4347	616-846-8212	616-738-4840
Fax:	616-392-2330	616-392-5013	616-846-8178	616-738-4098
Email:	avalenzuela@miottawa.org	lcatalino@miottawa.org	jhulsing@miottawa.org	ofrederick@miottawa.org

Type of Community Corrections Board: County Advisory Board
 Counties/Cities Participating in the CCAB: **Ottawa**
 Date application was approved by the local CCAB: **4-25-23**
 Date application was approved by county board(s) of commissioners and/or city council: **5-9-23**
 Date application was submitted to OCC: **4-25-23**

B: CCAB MEMBERSHIP (please enter "vacant" for any vacant membership position)

Representing:	Name	Email
County Sheriff:	Steve Kempker	skempker@miottawa.org
Chief of Police:	Matt Messer	m.messer@cityofholland.com
Circuit Court Judge:	Jon Hulsing	jhulsing@miottawa.org
District Court Judge:	Craig Bunce	cbunce@miottawa.org
Probate Court Judge:	Mark Feyen	mfeyen@miottawa.org
County Commissioner(s) (One required for each member county):	Roger Bergman	rbergman@miottawa.org
Service Area (Up to 3):	Matthew Lowe Timohty Piers Heather Toppen	mloew@miottawa.org tpiers@miottawa.org heathertoppen@gmail.com
County Prosecutor:	Lee Fisher	lfisher@miottawa.org
Criminal Defense Attorney:	Nichole J Derks	nderks@miottawa.org
Business Community:	Paula Creswell	pcreswell@gmail.com
Communications Media:	Vacant	
Circuit/District Probation:	Heath White	white1@michigan.gov
City Councilperson (Applies to City or City/County Regional CCABs only – one from each member City/County required):	NA	
Workforce Development:	Angela Barksdale	abarksdale@westmichiganworks.org

1. Does your CCAB have Bylaws? Yes

2. What steps does your CCAB take to orientate new CCAB members ensuring the understanding of their roles and responsibilities? **Potential CCAB members go through an interview process with representatives from the Ottawa County Board of Commissioners and County Administration before being appointed. This method emphasizes the importance of the roles and responsibilities of CCAB members. Once appointed, the CCAB manager provides new members with bylaws, the funding application for the current FY, and other pertinent information related to serving on the CCAB.**
3. What steps are your CCAB taking to fill vacant membership positions (enter N/A if you have no vacant positions)? **Vacancies are posted on the county website as is done for all other County Boards.**

SECTION II: DATA ANALYSES & COMPREHENSIVE CORRECTIONS PLAN

Introduction and Instructions for your Comprehensive Corrections Plan:

Michigan Public Act 511, also known as the Community Corrections Act, was established in 1988 in an effort to improve the State's prison commitment rates (PCR) through the development and utilization of evidence-based, community corrections programming that targets moderate to high risk/needs offenders. Counties and regions establishing a Community Corrections Advisory Board (CCAB) appoint member stakeholders as required by PA-511 to identify and target local criminogenic needs that impact prison commitments and recidivism. CCABs are obligated to abide by PA-511 and Michigan Office of Community Corrections (MOCC) requirements when receiving MOCC funding, including but not limited to data tracking and analysis, key performance measures, as well as minimum program eligibility and utilization requirements.

This Application serves as your CCAB's Comprehensive Corrections Plan. To be considered for funding, it must include specific and detailed explanation as to how your plan will impact State Board Priorities, local prison commitment rates, recidivism, and local priorities/initiatives through identified key objectives. Strategies to obtain key objectives as well as performance measures must also be identified. For the purpose of this application, the following terms and definitions apply:

- **State Board Priority Populations** – CCABs requesting funding must target at least one of the following State Board Priority Populations:
 - Sentenced Felons assessed as having moderate to high risk/needs when using a State approved actuarial, objective validated risk and need assessment
 - Pretrial Population
- **Key Objectives** – CCABs requesting funding must identify at least one Key Objective for each of the following applicable categories:
 - **Reduction of Statewide Overall PCR** – *This is required for all CCABs requesting funding for any services/programming that targets sentenced felons.* This may include local objectives that impact Overall PCR, Group 2 Straddle PCR, OUIL 3rd PCR, PVT or PVNS Recidivism, or other categories that impact the State's Overall PCR.
 - **Increase of Statewide Appearance and Public Safety Rates for Pretrial Defendants** – *These are required for all CCABs requesting funding for any pretrial services and/or programming that targets pretrial defendants.* – This must include local objectives addressing appearance rates and public safety rates of pretrial defendants.

Your CCAB may identify other objectives in addition to these required objectives.

- **Supportive Strategies** – Proposed OCC funded programming and/or services, identified by CCIS Code and Local Program Name, that are intended to support the objectives identified.

- **Key Performance Measures** – Identified in each proposed program description, these are the specific methods your CCAB will utilize to measure outcomes of programming and their impact on State Board Priorities.

Felony Data Analyses:

OCC will provide CCABs with relevant felony dispositional and recidivism data to complete the application. CCABs must analyze this data along with local CCIS data (reports run locally from COMPAS Case Manager) and develop key objectives and supportive strategies that will help attain local goals and support State Board Priorities.

A thorough analysis of the data should include:

- Overall PCRs, rates within sentencing guideline ranges, PCRs within Group 1 and Group 2 offense categories, status at time of offense and recidivism of probation violators, both new sentence and technical.
- Reference to changes in PCRs compared to prior year
- Review your past OCC funding proposals for ideas
- CCAB stakeholder changes
- New judicial, probation, or CCAB staff or other personnel issues that impact referrals, screenings, or programming
- Service provider changes or issues
- Trends in local criminality (example: increase in drug related offenses, decrease in probation violations, etc.)
- Development or changes in local court services or programming (example: new Specialty Court programming, changes to court programming eligibility, etc.)

Your data analyses form the basis of your objectives and strategies. A weak link between them may result in denial of, or conditional revisions to, your Comprehensive Corrections Plan. Therefore, it is important to demonstrate a solid connection between your data, objectives, and supportive strategies.

Your CCAB must then determine its proposed PCR category/categories based on this analysis, with consideration given to the average of the last 3 years. Your CCAB must then identify the strategies that will impact its PCR category/categories. **All strategies that you are requesting funding for must also be listed on the Budget Cost Description and have a completed Program Description.** If you request funding for a program or service that is not identified as a strategy impacting any objective, it will not be considered for funding.

Example #1: State Board Priority Target Population: Sentenced Felons.
Objective: To reduce the County’s Overall Prison Commitment Rate (PCR) to 16% or less.
Supportive Strategy: C01 Thinking Matters, G18 Intensive Outpatient Group, & B15 Employment Skills.

Example #2: State Board Priority Target Population: Pretrial Population
Objective: To increase the County’s current Appearance Rate from 87% to 90%.
Supportive Strategy: F22 PRAXIS and F23 Pretrial Supervision Services.

Example #3: State Board Priority Target Population: Pretrial Population
Objective: To increase the County’s current Public Safety Rate from 80% to 89%.
Supportive Strategy: F22 PRAXIS and F23 Pretrial Supervision Services.

A: FELONY DATA ANALYSES

1. Using felony dispositional data supplied by MOCC, please fill in the rates (%) and number of dispositions for the **previous two fiscal years** in the two charts below.
2. Does the following data exclude felony dispositions with prisoner status at time of the offense? **Yes** **No**

FY 2021 State PCR:	16.5%	Group 2 Rate:	11.6%	Straddle Cell Rate:	19.7%	Group 2 Straddle Rate:	18.6%
Overall PCR:	18.9% - 103 prison dispositions out of 546 felony dispositions						
Group 1:	26.9% - 63 prison dispositions out of 234 felony dispositions						
Group 2:	12.8% - 40 prison dispositions out of 312 felony dispositions						
Straddle PCR:	26.3% - 35 prison dispositions out of 133 felony dispositions						
Group 1:	26.5% - 13 prison dispositions out of 49 felony dispositions						
Group 2:	26.2% - 22 prison dispositions out of 84 felony dispositions						
FY 2022 State PCR:	18.4%	Group 2 Rate:	12.6%	Straddle Cell Rate:	21.1%	Group 2 Straddle Rate:	20.3%
Overall PCR:	24.8% - 154 prison dispositions out of 620 felony dispositions						
Group 1:	34.7% - 99 prison dispositions out of 285 felony dispositions						
Group 2:	16.4% - 55 prison dispositions out of 335 felony dispositions						
Straddle PCR:	34.8% - 64 prison dispositions out of 184 felony dispositions						
Group 1:	33.3% - 23 prison dispositions out of 69 felony dispositions						
Group 2:	35.7% - 41 prison dispositions out of 115 felony dispositions						

3. ANALYSIS

- a. *For returning applicants:* Did you meet your Key Objectives for the previous two fiscal years? No If not, please provide an analysis of why: **FY2022 Key Objective #1 - Reduce the overall PCR to 16.1 or below - Objective not met. The FY 2022 Overall PCR was 24.8%. FY2022 Key Objective # 2 - Reduce the Group 2 Straddle Cell PCR to 28.4% or below – Objective not met. The FY2022 Group 2 Straddle Cell PCR was 35.7%. FY2021 Key Objective #1- Reduce the overall PCR to 13% or below – Objective not met. The FY2021 Overall PCR was 18.9%. FY2021 Key Objective #2 - Reduce the Group 2 Straddle Cell PCR to 31% or below - Objective not met. The FY2021 Group 2 Straddle Cell PCR was 26.2%. Factors driving the increased prison population may involve an increase in overall felony dispositions and serious crimes, such as Criminal Sexual Conduct. From FY2021 to FY2022 there was an increase of 12% in total felony dispositions and an increase of 35% in Group 1 Dispositions. No other known law or policy changes have taken place in the last two years that have contributed to the increase in PCR. Judicial, law enforcement and prosecutorial decision-making may be a factor in the increased rates, but data doesn't exist to determine an exact cause.**
- b. *For all applicants:* Please provide information/local data to explain any changes in PCRs and dispositions. If requesting programming for specific populations (examples: OUIL-3rds, delayed/deferred sentences, prison diversion, pretrial, etc.) please provide supportive data analyses for these populations, including any additional pertinent information necessary to establish trends: **Felony dispositions in Ottawa County increased by 12% from FY2021 to FY2022. As a result, Pretrial Supervision enrollments increased by 23% from FY2021 to FY2022. As of March 31, 2023, the Pretrial Supervision enrollment rate is already at 83% of the projected enrollment rate.**

B: FELONY RECIDIVISM ANALYSIS

Using felony recidivism data supplied by MOCC (Report #3), please fill in the following table to report the number of Probation Violators **that resulted in a prison disposition** for each listed category. Regional CCABs should list the Probation Violation data for each County separately and provide a total, regional rate at the end of each row.

FY 2022 Recidivism Rates

County Name	Ottawa County						Totals for Region:
FY 2022 Probation Violation - New Sentence to Prison							
Total	15						
FY 2022 Probation Violation – Technical to Prison							
Total	2						

1. ANALYSIS

- a. *For all applicants:* Please provide information/local data to explain any changes in Probation Violator data, including prison and non-prison dispositions: **The PCR for New Sentence to prison probation violations decreased by 6.8% from FY2021 to FY2022. The PCR for Technical Violators increased slightly from .9% in FY2021 to 1.2% in FY2022. That can be attributed to the 22% increase in technical violations from FY2021 to FY2022.**

C: IMPACTING STATE BOARD PRIORITIES

❖ **TARGET POPULATIONS, KEY OBJECTIVES, AND STRATEGIES**

NOTE:

- Target Populations include Sentenced Felons and Pretrial Population.
- CCABs applying for funding targeting Sentenced Felons must have at least one Sentenced Felons Key Objective.
- CCABs applying for funding targeting Pretrial Population must have both Pretrial Population Key Objectives (Appearance Rate and Public Safety Rate).
- CCABs may identify additional Key Objectives that support proposed programming.
- Key Objectives should be measurable and provide sufficient detail so progress can be monitored.
- Strategies are the local programs that will be used to impact your Key Objectives.
- Only proposed programs that impact at least one Key Objective will be considered for funding.

- 1. Key Objective #1 is intended to impact Sentenced Felons**
Please state the Objective: Reduce the overall PCR to 21.2 % or below

List OCC Programs in support of Objective #1 (include CCIS Code and Local Name of Program *as they appear on the program descriptions*):

F22 Pretrial Bond Risk Assessment
F23 Pretrial Supervision
I22 OAR Actuarial Assessment
G17 Substance Abuse Testing
C01 MRT

List Non-OCC funded Programs in support of Objective #1:

Treatment Courts, Community Service, Jail Alternative Work Service, Building Men for Life, GED Programming, SUD Treatment, 12-Step Programs, 70 x 7 Life Recovery

- 2. Key Objective #2 is intended to impact Sentenced Felons**
Please state the Objective: Reduce the Group 2 Straddle Cell PCR to 31.83% or below.

List OCC Programs in support of Objective #2 (include CCIS Code and Local Name of Program *as they appear on the program descriptions*):

F22 Pretrial Bond Risk Assessment
F23 Pretrial Supervision

I22 OAR Actuarial Assessment G17 Substance Abuse Testing C01 MRT
List Non-OCC funded Programs in support of Objective #2:
Treatment Courts, Community Service, Jail Alternative Work Service, Building Men for Life, GED Programming, SUD Treatment, 12-Step Programs, 70 x 7 Life Recovery
3. Key Objective #3 is intended to impact Pretrial Population Please state the Objective: 90% of defendants on OCC funded supervision, who are discharged between October 1, 2023 to September 30, 2024, will make all scheduled court appearances.
<i>List</i> OCC Programs in support of Objective #3 (include CCIS Code and Local Name of Program <i>as they appear on the program descriptions</i>):
F22 Pretrial Bond Risk Assessment F23 Pretrial Supervision I22 OAR Actuarial Assessment G17 Substance Abuse Testing
List Non-OCC funded Programs in support of Objective #3:
Building Men for Life, SUD Treatment, 12-Step Programs, 70 x 7 Life Recovery
4. Key Objective #4 is intended to impact Pretrial Population Please state the Objective: 90% of defendants on OCC-funded supervision, who are discharged between October 1, 2023 and September 30, 2024, will not be charged with a new criminal offense before adjudication.
<i>List</i> OCC Programs in support of Objective #4 (include CCIS Code and Local Name of Program <i>as they appear on the program descriptions</i>):
F22 Pretrial Bond Risk Assessment F23 Pretrial Supervision I22 OAR Actuarial Assessment G17 Substance Abuse Testing
List Non-OCC funded Programs in support of Objective #4:
Building Men for Life, SUD Treatment, 12-Step Programs, 70 x 7 Life Recovery

D: COMPAS CRIMINOGENIC NEEDS PROFILE

1. Please list the Top 3 needs scales (medium/probable and high/highly probable combined) as identified within the COMPAS Criminogenic Needs and Risk Profile for *all probationers* provided by OCC. Additionally, identify both the local and proposed OCC strategies that will impact the identified needs scales. ***OCC funded strategies must be identified by CCIS Code and Local Name of Program as it appears on the program descriptions:*** The following are the top three scores on the COMPAS Criminogenic Needs and Risk Profile for Ottawa County: **1. Substance Abuse (76%) 2. Criminal Personality (58%) 3. Residential Instability (51%).** OCC strategies that will impact the identified needs scales: **F22-Pretrial Assessment; F-23 Pretrial Supervision; G17-SAT; I-22-OAR; C01-MRT.** Local Strategies that will impact the identified needs scales: **Treatment Courts, Community Service Work Programs, Building Men for Life, GED Programming, SUD Treatment, 12-Step Programs, 70 x 7 Life Recovery .**

E: LOCAL PRACTICES TO ADDRESS PERSONS WITH SUBSTANCE USE DISORDER(S)

1. How do defendants and offenders get screened for substance use services in your area (regardless of funding source)? **Probation agents or Pretrial Supervision Officers refer defendants to the CMH Access Center, to local agencies covered by the local PIHP, or to private agencies based on the defendant's insurance. The agencies conduct the screening and forward the assessment to the probation agents.**

Defendants in jail are screened by CMH clinicians who provide screening services through the I-22 OAR Program.

2. How do defendants and offenders get referred for a substance use assessment and subsequent appropriate ASAM Level of Care in your area (regardless of funding source)? **Probation agents or Pretrial Supervision Officers refer defendants to the CMH Access Center, to local agencies covered by the local PIHP, or to private agencies based on the defendant's insurance. The agencies conduct the screening and forward the assessment to the probation agents.**
3. Are there any barriers or gaps in service to obtaining an assessment and treatment that your CCAB is requesting OCC funding to fill? **The Ottawa County CCAB is requesting continued funding for the I-22-OAR program. If so, please describe in detail: Through this program, a CMH clinician is able to provide screening services specifically to defendants in jail. Without that clinician responding to the referrals, defendants would have to go through the CMH Access Center upon release. The Access Center only has one SUD specialist assigned to respond to all non-jail related requests in the county. So without a clinician in the jail, there would be a significant delay in getting them processed. The Access Center would have a minimum of a 14 day turnaournd, whereas the clinician at the jail can interview and complete the assessment in 1-3 days.**
4. What non-PA 511 funded services are available in your area? Be sure to include treatment court services. **Ottawa County has two felony Recovery Court Dockets. There are also four District Court DWI dockets that accept OWI-3rd offenders. Various private treatment agencies exist in the community that provide inpatient, outpatient, residential, and MAT services. Services are either paid for through PIHP funding, insurance, grants, or self-pay.**

F: COMPREHENSIVE CORRECTIONS PLAN SUMMARY

1. Please explain how the Comprehensive Corrections Plan, in coordination with the local practices, will impact the State Board Priorities, and ultimately offender success: **The Ottawa County Community Corrections Department is adequately supported by key stakeholders in the criminal justice community. The Ottawa County CCAB has a long history of collaboration and dedication to address needs of local offenders. The Comprehensive Corrections Plan is reviewed quarterly to evaluate efficacy, efficiency, and impact on the State Board Priorities, as well as local PCR and Recidivism objectives.**
2. What steps will you take if you find that you are not meeting your objectives, or your strategies are not being implemented as planned? **There is ongoing promotion of offender programming with key stakeholders in the criminal justice community to divert appropriate defendants to alternatives to prison. That includes referrals to Treatment Courts, MRT, substance use disorder and mental health treatment, and drug testing.**
3. Program eligibility overrides may be requested in writing to the assigned OCC Specialist. Please document any additional override procedures your CCAB has approved. **No additional override procedures are in place.**

MDOC - OCA Use Only.

**MICHIGAN DEPARTMENT OF CORRECTIONS
OFFICE OF COMMUNITY CORRECTIONS
FY 2024 FUNDING PROPOSAL**

Ottawa County

Comprehensive Plans & Services

Program	Program Code	Funding Request	Approved Funding	Reserved Funding	Total Funding Recommendation
Group-Based Programs					
Education	B00	-			-
Employment	B15	-			-
Cognitive	C01	18,360			-
Domestic Violence	C05	-			-
Sex Offender	C06	-			-
Outpatient Services	G18	-			-
Other Group Services	G00	-			-
Sub-Total		18,360	-	-	-
Supervision Programs					
Intensive Supervision	D23	-			-
Electronic Monitoring	D08	-			-
Pretrial Supervision	F23	82,160			-
Sub-Total		82,160	-	-	-
Assessment Services					
Actuarial Assessment	I22	10,000			-
Pretrial Assessment	F22	59,250			-
Sub-Total		69,250	-	-	-
Case Management	I24	-			-
Substance Abuse Testing	G17	33,216			-
Other	Z00	-			-
5 Day Housing	Z02	-			-
Program Total		202,986	-	-	-
Administration					
Salary & Wages		74,000.00			-
Contractual Services		-			-
Equipment		-			-
Supplies		-			-
Travel		-			-
Training		-			-
Board Expenses		-			-
Other		-			-
Administration Total		74,000	-	-	-
Total Comprehensive Plans & Services		276,986	0	0	0
TOTAL FUNDING REQUEST		\$ 276,986.00			

Action Request

Electronic Submission – Contract # 1809



Committee: BOARD OF COMMISSIONERS
Meeting Date: 6/13/2023
Vendor/3rd Party: MICHIGAN DEPT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE)
Requesting Department: PUBLIC HEALTH
Submitted By: KRIS CONRAD
Agenda Item: Grant from the Dept. of Environment, Great Lakes, and Energy (EGLE)

Suggested Motion:

To approve a \$1 million grant from the Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Summary of Request:

Ottawa County's Environmental Sustainability Program is developing a new Environmental Sustainability Center that will assist in serving an area that currently doesn't have easy access to services we currently provide as well as a location to grow educational and other sustainability programs that the county may need. The new center would be located in Allendale Charter Township in partnership with Grand Valley State University, one of the county's largest growing populations. This location would be a drop-off location for recycling and hard-to-recycle items for residents, local college, and apartment populations located in this area. This Environmental Sustainability Center would also be the hub of the other 4 centers located throughout the county.

A full page explanation is on page 1 of the attached contract.

Please see Kim Wolters with any questions.

Financial Information:

Total Cost: \$1,000,000.00	General Fund Cost: \$0.00	Included in Budget: Yes
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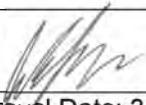
If not included in Budget, recommended funding source:

Action is Related to an Activity Which Is: New Activity

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Administration:

Recommended by County Administrator:  2/24/2023 9:26:19 AM

Committee/Governing/Advisory Board Approval Date: 3/7/2023 Finance 06-06-2023

Brief Project Description: (100 words)

Ottawa County's Environmental Sustainability Program is developing a new Environmental Sustainability Center that will be more accessible to the under-served population located in the center of Ottawa County. The new center would be located in Allendale Charter Township, one of the county's largest growing populations. This location would be a drop-off location for recycling and hard to recycle items for residents, local college, and apartment populations located in this area. This Environmental Sustainability Center would also be the hub to the other 4 centers located throughout the county.

Concisely explain how your project achieves your focus?

The primary focus of the project is to provide a location to recycle, recycle hard to recycle items, and food waste to a population that currently doesn't have a facility available to them. This area due to growth and college campus has a large multi-family infrastructure/apartment population that does not have readily available recycling and food compost services. This project's goal is to assist with residents' sustainable needs as well as serve as a centralized location for all of our Environmental Sustainability Program efforts. The Environmental Sustainability Program hopes to have this center be a location that may allow for the program to do some more creative recycling efforts like film plastic recycling, mattress, other projects that future partnerships allow.

What items will be purchased with grant funds and what is the intended use?

The grant funds will be used to construct a new Environmental Sustainability Center and all items need to set up this center like pavement, gate/fence, lighting, and equipment. The building and land preparation will be constructed in a sustainable matter and in a way to best collect materials from the residents. Some of the items that will assist in this goal are a bailer, lift jack, and others that will make operations move smoothly.

Describe your service area including geographical reach (counties, municipalities, institutions) and those serviced (number of households, population served, units, serviced or others).

The primary purpose of this project is to address a geographical need. Our current Environmental Sustainability Centers are located in the four corners of Ottawa County. The new center will be located in the center of the county to better serve this population that may not be able to easily have access to one of the other centers. There is a large population of multiple-family resident housing and a college population that are not often seen at our other centers. This new center in Allendale Charter Township will aid us in reaching this region of Ottawa County better. In 2019, there were almost 22,000 residents and Grand Valley State University has about 25,000 enrolled of which a portion lives on campus. This center will be able to assist in providing not only services to these residents and students but also education.

Describe your operation funding sources such as user fees, millage, special assessments, general funds, etc.

The Environmental Sustainability Program is funded primarily through a portion of tipping fees collected at our two local landfills. Other funding at times are grants that have been applied for such as the scrap tire collection grant. These grants allow us to participate in more programs with our current limited budget. Due to the increased cost of recycling, we do charge a small fee on some items dropped off at our centers such as tube TVs, compost, and memberships for residential recycling.



RECYCLING & ORGANICS INFRASTRUCTURE GRANT AGREEMENT

BETWEEN THE

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND OTTAWA COUNTY**

This Grant Agreement (“Agreement”) is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Materials Management Division (“State”), and Ottawa County (“Grantee”).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 0087 of 2021**. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: CHARM Project.

Project #:

Amount of grant: \$1,000,000.00

% of grant state 100 / % of grant federal

Amount of match: \$250,000.00 = 20%

PROJECT TOTAL: \$1,250,000.00 (grant plus match)

Start Date (executed by EGLE):_____

End Date: 9/30/2024

GRANTEE CONTACT INFORMATION:

Name/Title: Kim Wolters/Environmental Health Supervisor

Organization: Ottawa County

Address: 12251 James St.

City, State, ZIP: Holland, MI. 49424

Phone Number: 616-494-5569

E-Mail Address: kwolters@miottawa.org

Grantee DUNs/UEI Number (Required for Federal Funding):

SIGMA Vendor Number: CV0048100

STATE'S CONTACT INFORMATION:

Name/Title: Jeff Krcmarik / Recycling Specialist
Division/Bureau/Office: Materials Management Division
Address: 7953 Adobe Road
City, State, ZIP: Kalamazoo, MI. 49009
Phone Number: 269-615-2912
E-Mail Address: krcmarikj@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:



Kimberly Wolters, Environmental Health Supervisor

01/19/2023

Signature	Name/Title	Date
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FOR THE STATE:

Elizabeth M. Browne, Director, MMD

Signature	Name/Title <i>Elg</i> 01/19/23	Date
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Service Agreement between EGLE
And The Ottawa County Department of Public Health
January 2023

SIGNATURE PAGE:

COUNTY OF OTTAWA

By: _____
Joe Moss, Chairperson
Board of Commissioners

Date

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

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line-item revisions less than 15 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee.

If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) All products shall acknowledge that the project was supported in whole or in part by the EGLE Recycling Program, per the guidelines provided by the program.

(D) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted before the quarterly reporting deadline.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement 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, as defined in 45 CFR 1185; 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 or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of [five] years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

- (A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.
- (B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

- (A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.
- (B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.
- (C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.
- (D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to 5 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

(G) The Grantee is committed to the match percentage on page 1 of the Agreement, in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the End Date on page 1 of the Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, 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 State and Grantee. The State 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 State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
 - e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).
- (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - c. Convicted under State or federal antitrust statutes; or
 - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
 - e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

GRANT APPLICATION; PROJECT SCOPE

The scope of this project is outlined in the Grantee's approved Fiscal Year 2022 Recycling and Organics Infrastructure Grant Program Proposal, which is included in this Agreement in Appendix B, as well as any subsequent modifications to the original grant proposal as approved by the State. The grantee shall adhere to the budget, tasks, deliverables, and timeline identified in Appendix B.

GRANT REIMBURSEMENT PROCESS

The Grantee is responsible for the payment of all eligible costs necessary to complete the project. The Grantee shall submit reimbursement requests to the State which specify the time period covered by the reimbursement request and the payments made by the Grantee during the time period. Grant reimbursements will be for up to 80 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. The final report is due six months after the infrastructure item(s) have been purchased, installed, and/or constructed, but no later than September 29, 2024. Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.

All grants are paid through a reimbursement process. All grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Reimbursement must be requested in conjunction with required, quarterly progress reports. Total payment made to the Grantee by the State shall not exceed the amount identified in this grant agreement. Any costs associated with the project that exceed the awarded grant amount shall be the responsibility of the Grantee. Reimbursement forms will be available on the EGLE's Recycling Program website located at Michigan.gov/MiRecycles.

The Grantee is responsible for ensuring that all partner entities fulfill their commitments under the grant proposal.

The Grantee is responsible for ensuring that all products requiring reimbursement acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program.

RECAPTURE

The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- a. it fails to comply with the entirety of the grantee's grant application attached, including all budget, tasks and timeline;
- b. it sells, exchanges, or disposes of any equipment described in this Agreement without the Grantor's written approval; or
- c. the State of Michigan determines that there has been a default under the Agreement and seeks reimbursement.

In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor. The Grantee's obligation under this sub-section shall survive five years beyond the term of this Agreement.

REPORTING REQUIREMENTS

The Grantee shall comply with all reporting requirements of the State during the Agreement Period. A reporting calendar can be found in Section IV of the boilerplate agreement language.

QUARTERLY REPORTS

The Grantee shall submit the final quarterly status and financial report, including all supporting documentation for expenses, by September 30, 2024.

Quarterly progress and financial reports must be submitted at least every three months during the Agreement Period, even if no funds were expended. Provide the following narrative using the numbers and headings listed below:

I. SUMMARY OF ACTIONS TAKEN DURING THE CURRENT PERIOD

- A. Describe the tasks completed and how project funds were expended during the time period covered by the report. If no funds were expended during the current period, include a statement to that effect, along with an explanation and a description of tasks completed during the period.
- B. If any products were developed during the time period covered by the report, include a copy of the products with the report.

II. SUMMARY OF ACCOMPLISHMENTS DURING THIS PERIOD

- A. Goals and objectives as set forth in the grant application and grant contract. List the project's stated goals and objectives and describe how the project is meeting them.
- B. Additional project accomplishments not included in original project goals and objectives.
- C. Project data: Provide any data collected during the current period, as described in the grant application incorporated with this contract. Attach available documentation which supports the data. If the data provided covers a previous reporting period, specify the dates which the data is from.

III. SUMMARY OF REMAINING ACTIONS TO BE TAKEN

- A. Describe the remaining tasks to be completed and indicate whether or not these tasks will be completed within the approved project schedule. For tasks which will not be completed within the approved project schedule, discuss the reasons for the delay and provide the revised task completion date.

IV. PROBLEMS ENCOUNTERED DURING THIS PERIOD

- A. Identify any problems encountered during the current reporting period and explain how they were resolved. Describe the impact these problems have had or will have on project design, completion, and operations.

If at any time the Grantee becomes aware that any materials collected or processed in association with grant purchases are being disposed, the Grantee must immediately notify EGLE and must document the issue in the next quarterly report. The Grantee must also submit for EGLE review the steps that will be taken to address the issue and the expected timeframe for resolution.

V. ADDITIONAL COMMENTS

- A. Provide any additional comments relevant to the status of the project and its operations.

VI. FINANCIAL DOCUMENTATION

- A. Provide required documentation for funds expended during the reporting period, including proof of payment and proof of receipt of goods.

FINAL PROJECT REPORT

The purpose of the final project report is to provide the State with data on your project and a narrative discussion about your project, including an evaluation of the project to date. The final report is due six months after the infrastructure item(s) have been purchased and/or constructed, but no later than September 29, 2024. Retained funds will be forfeited by the Grantee if the final report is not accepted.

Identify the time period covered by the final project report. Provide the following narrative information using the numbers and headings listed below:

I. PROJECT DESCRIPTION

- A. Provide a description of the project funded.
- i. Provide a 4-5 sentence summary of the project.
 - ii. Include any news articles and/or photographs as appropriate.
 - iii. Include the date project operations began and a discussion of the current status of project operations.
- B. List and explain the steps involved in completing the project, from planning through implementation to ongoing operations. Include the dates of major project activities and events.
- C. List and discuss other entities (e.g., companies, nonprofit groups, local units of government) that played a role in planning and implementing the project and briefly describe their role. Describe any formal agreements that were entered into as a part of project implementation.

II. PROJECT DATA

A. Diversion rate, participation rate, and geographical area.

- i. For the time period covered by this report, provide the quantity of recyclable or organic materials diverted, in tons or cubic yards /time period. Specify which recyclable or organic materials are included in this reported volume. Describe the methods for measuring these quantities.
- ii. Provide diversion rates prior to the grant project, if known.
- iii. For the time period covered by this report, provide information on the number of people and/or number of households/units served by the project. Describe the methods for measuring these numbers.
- iv. Provide information on the number of people and/or number of households/units served prior to the grant project, if known.
- v. For the time period covered by this report, provide information on the geographical area served by the project.
- vi. Provide previous information on the geographical area served by the program prior to the current grant project.

B. Provide the following information for all education and outreach activities related to the grant project, as applicable:

- i. Types of groups (audience) targeted.
- ii. Types of promotional materials developed.
- iii. Methods used to distribute information or materials.
- iv. Planned/future educational efforts.

III. PROJECT COSTS: Provide the following information regarding costs required to implement the project:

- A. Provide the dollar amounts and a description of all program related capital costs which have been incurred during the time period covered by this report. Identify the specific dates these costs were incurred.
- B. For the time period covered by this report, provide the dollar amounts and a description of all additional costs (beyond match) required to complete the project. Identify the specific dates these costs were incurred.
- C. For the time period covered by this report, provide the dollar amount and a description of the costs needed to operate the project.

D. Describe the funding mechanisms utilized to operate and maintain the project activities.

IV. PROJECT EVALUATION

A. Goals and Objectives. Summarize each of the project's goals and objectives as stated in your original proposal. Discuss (in both narrative and numerical terms) how well you are meeting each goal and objective. For each goal or objective that is not being met, discuss why.

i. If the project goals and objectives have changed from those that were originally established, discuss how and why. Also, discuss how these changes have impacted the final project.

ii. Recovery/Access/Participation Goals: As a part of the above discussion of project goals and objectives, identify the increase in either volume collected (in tons or cubic yards per year) by material type, or geographical access/population served that the project is currently achieving. If the project is not meeting its goals, provide a discussion on why these goals are not being met. Also, indicate what steps you are taking in order to meet the stated goals in the future, and provide a timeframe for meeting these goals.

B. Discuss any project accomplishments not included in the project's original goals and objectives.

C. Discuss the economic impact the project has had on the local economy. Include information on new jobs created and sustained and any other relevant economic information.

D. List and describe all significant problems encountered during project implementation, including any cost overruns, institutional barriers, local issues, etc. Describe how the problems were addressed and resolved. Describe any impact these problems had in project design, implementation and/or ongoing operations.

E. Describe the most successful components of the project and explain why you think they are successful.

F. Describe the least successful components of the project and explain why you think they are not successful.

G. Lessons Learned. Discuss any conclusions you have made about the technical and economic feasibility of carrying out a similar project. Identify what you would do differently if you were to carry out a similar project, and why.

H. Provide a description of the motivation for pursuing this grant opportunity and how the need for the project was identified.

V. ADDITIONAL COMMENTS

A. Provide any additional information relevant to the status of the project and its operations.

B. Provide a description of opportunities that you may have identified after implementing this grant.

The quarterly and final project report must be signed by the authorized contact person for the project. Indicate any name, address or telephone number changes for the contact person and/or the project.

Submit the quarterly and final project reports to the attention of the State's contact at the following email address:

EGLE-RecyclingGrant@michigan.gov

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

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APPENDIX B
WORKPLAN, TIMELINE, BUDGET, APPLICATION

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EGLE Full Proposal: New Environmental Sustainability Center in Allendale Charter Township

Profile

Kimberly Wolters

First Name

Kimberly

Last Name

Wolters

City

Holland

Title

Environmental Health Supervisor (Environmental Sustainability)

Email

kwolters@miottawa.org

Phone Number

6164945569

Address Line 1

12251 James St

Zip Code

49424

State

US-MI

Organization Name:

Ottawa County

Grant Category:

Select which Grant you are applying to:

Recycling Infrastructure

Grant Recipient and Fiduciary Information:

Primary Contact

Return to the main portal page to double check your profile information.

Same as Profile

Is the fiduciary a separate entity than the grant applicant?

No, the primary contact information provided is for the entity applying for the grant and having the fiduciary role.

Please self-identify your organization type:

Non-Profit

Project Information:

Project Title

New Environmental Sustainability Center in Allendale Charter Township

Brief Project Description

NOTE: This concise description will be used in reports and other documentation.

Ottawa County's Environmental Sustainability Program is developing a new Environmental Sustainability Center that will be more accessible to the under-served population located in the center of Ottawa County. The new center would be located in Allendale Charter Township, one of the county's largest growing populations. This location would be a drop-off location for recycling and hard to recycle items for residents, local college, and apartment populations located in this area. This Environmental Sustainability Center would also be the hub of the other 4 centers located throughout the county. This center would also be able to start larger-sized projects.

What is the primary focus of your Recycling Infrastructure project?

Drop off site construction, improvement or equipment, Organics, Public space collection, Multi-Family collection, Other

Other:

To create a "one stop" drop off center and a "hub" to serve larger projects and assist smaller centers that already exist

Concisely explain how your project achieves the selected focus?

If new materials are collected ensure that is described. Please be concise.

The primary focus of the project is to provide a location to recycle, recycle hard to recycle items, and be a food waste compost drop-off location for a population that currently doesn't have a facility available to them. This area due to growth and college campus has a large multi-family infrastructure/apartment population that does not have readily available recycling and food compost services. This project's goal is to assist with residents' sustainable needs as well as serve as a centralized location for all of our Environmental Sustainability Program efforts. The Environmental Sustainability Program hopes to have this center be a location that may allow for the program to do some more creative recycling efforts like film plastic recycling, mattress, and other projects that future partnerships allow.

Funding Needs and budget

What items will be purchased with grant funds and what is the intended use?

The grant funds will be used to construct a new Environmental Sustainability Center and all items need to set up this center like pavement, gate/fence, lighting, and equipment. The building and land preparation will be constructed in a sustainable matter and in a way to best collect materials from the residents. Some of the items that will assist in this goal are a bailer, lift jack, and others that will make operations move smoothly. These funds will increase recycling efforts by assisting us with constructing a new center.

Please provide an itemized list of project expenses and specify in "amount requested" how much grant funding will be used for each budget item. Note, the amount requested for each budget item may be less than the total cost of that budget item or some budget items may not be covered by any grant dollars.

Budget Line Item	Quantity	Unit Price	Amount Requested
Building	1	\$1,000,000	\$800,000
Budget Line Item	Quantity	Unit Price	Amount Requested
Gate/Fence	1	\$60,000	\$48,000
Budget Line Item	Quantity	Unit Price	Amount Requested
Asphalt/Cement	1	\$150,000	\$120,000
Budget Line Item	Quantity	Unit Price	Amount Requested
Exterior lights/cameras	1	\$3,000	\$2,400
Budget Line Item	Quantity	Unit Price	Amount Requested
Equipment	1	\$23,000	\$18,400
Budget Line Item	Quantity	Unit Price	Amount Requested
Well/Septic material Install	1	\$14,000	\$11,200
Total Grant Request:		Total Project Budget:	Match Percent
\$1,000,000.00		\$1,250,000.00	20.0

(+) Add additional Budget items (select the number of additional rows needed):

Add 3 additional rows

For larger projects, please upload a full project budget (any format)

EGLE Budget Form 2022.xlsm

Current Activities and Program Impact

Fill in any applicable fields regarding your current program:

Collection Method:	Collection Frequency:	Volume of Containers:
(curbside, drop-off, single stream, dual stream, source separated, etc.)	(weekly, bi-weekly, etc.)	variety
	twice weekly	

Drop-off, single stream

Current Material List:

Residential Recycling (glass, paper, plastic, cardboard)
Used Oil/Antifreeze
Electronic Waste
Scrap Tires
Household Hazardous Waste
Food Compost

Describe your service area including geographical reach (counties, municipalities, institutions) and those serviced (number of households, population served, units, serviced or others).

The primary purpose of this project is to address a geographical need. Our current Environmental Sustainability Centers are located in the four corners of Ottawa County. The new center will be located in the center of the county to better serve this population that may not be able to easily have access to one of the other centers. There is a large population of multiple-family resident housing and a college population that are not often seen at our other centers. This new center in Allendale Charter Township will aid us in reaching this region of Ottawa County better. In 2019, there were almost 22,000 Allendale residents and Grand Valley State University has about 25,000 enrolled of which a portion lives on campus. This center will be able to assist in providing not only services to these residents and students but also educating them about recycling and other sustainability efforts to further assist in the growth of these efforts.

Where does your material go? Please include the name and location of your processor, broker and/or end market.

- Residential Recycling is collected by Republic Services (Muskegon, MI, and Jenison, MI) that takes it to one of two MRFs (Grand Rapids or their own in Holland, MI).
- Electronic Waste is collected by Valley City out of Grand Rapids, MI.
- Used oil and antifreeze are collected by GFL Environmental out of Comstock Park, MI to be turned into fuel.
- Food Waste is collected by Organicyle out of Grand Rapids, MI.
- Scrap Metal is collected by Padnos out of Holland, MI.
- Scrap Tires are collected by Environmental Rubber Recycling out of Flint, MI

Describe your operation funding sources such as user fees, millage, special assessments, general funds, etc.

The Environmental Sustainability Program is funded primarily through a portion of tipping fees collected at our two local landfills. Other funding at times are grants that have been applied for such as the scrap tire collection grant. These grants allow us to participate in more programs that we may not be able to otherwise. Due to the increased cost of recycling, we do charge a small fee on some items dropped off at our centers such as tube TVs, compost, and memberships for residential recycling.

Describe your existing program partners and/or collaborators:

The Ottawa County Environmental Sustainability Program has been working on growing its partners and collaborators that have an interest in the environment and sustainability practices. Not only do we see our vendors as partners on how best to grow and develop the program but other community groups. These groups not only have an interest in Ottawa County as a community but Michigan as a community. Some community groups that Ottawa County has been collaborating with are the West Michigan Sustainability Form, City of Holland, Michigan Recycling Coalition, Grand Haven Township, Allendale Charter Township, Grand Valley State University, and other local community members that have an interest in the environmental impacts of the program. Ottawa County also collaborates with other groups/municipalities that offer recycling and other environmental programs to help not only to better serve Ottawa County but Michigan as a whole as well.

Check all that apply to your existing recycling education / outreach program:

Website, Traditional media (print, television, radio, outdoor, etc.), Social or digital media (Facebook, Instagram, paid search, etc.), Public-facing database (ReCollect, Waste Wizard, Recycle Coach, etc.)

Describe how this project will show improvement from your current program:

This project will show improvement to the Ottawa County Environmental Sustainability Program by bridging a gap that exists in our community. This project will aid the Environmental Sustainability Program in creating a hub and spoke system for our centers. This new center hub will increase the storage capacity and services that will be able to be provided throughout the county. The smaller centers that may not have the capacity for some projects or storage volume for new projects will be able to still participate and/or allow for the Environmental Sustainability Program to offer a large-scale project at a centralized location in the county reducing the inconvenience to residents. This project will also improve the Environmental Sustainability Program because it will increase the span of our program to a new area and increases the amount of material taken in.

Select which project metrics apply:

Collection Volume, Service Population, Type of Materials

Describe your current program including (if applicable) collection method (curbside, drop-off, single stream, dual stream, source separated, etc.); volume of containers; collection frequency; list of materials collected; geographic area served including population and/or number of household/units serviced (if known); name and location of processor, broker, and/or end market (if known); description of operational funding sources (user fees, millage, special assessments, general funds, etc.); description of existing program partners/collaborators; description of existing recycling education/outreach program

As relevant, please provide metrics for your current collection or processing and expected change with the implementation of this project. Feel free to describe how collection / Processing volume was calculated. (optional)

Current Annual Collection Volume:	Expected Annual Collection Volume:	Unit used:	Annual Increase:
2,393	25,000	Tons	22,607
Current Service Population:	Expected Service Population:	Unit used:	Annual Increase:
75,000	101,000	Service Area Population	26,000

Expected Material List:

Existing programs that will also be offered at the new center: Residential/Campus resident Recycling, scrap metal, used oil/antifreeze, Household Hazardous Waste, residential food waste, scrap tires, and electronic waste

Possible new programs at the new center (or centralized at the new center): Used mattresses, film plastics, and used fabrics

If a drop-off, what is the current geographic area served:**Supporting Data (optional):****Describe how your project will benefit Environmental Justice or underserved and/or vulnerable populations:**

The programs offered at current centers and will be offered at the Allendale Environmental Sustainability Center (ESC) are to provide a valuable resource to all Ottawa County residents. The project of adding a new center is to do this better. They will be a resource to be able to recycle items and/or dispose of items properly so that they can be turned into something else or disposed of safely. No individual that wants to use the program will be turned away. The new ESC project goal is to provide services to more residents, apartment populations, and centralized Ottawa County residents. It is known that this area has many multi-resident and apartment populations that do not have recycling available or a convenient way to recycle hard to recycle items. In a population that is currently believed to be underserved by existing Environmental Sustainability Centers, we intend to better serve them with a new center expanding our resources to this population and all Ottawa County residents.

Briefly Describe any new education efforts that will be undertaken as a result of the grant project.

Type N/A if there are no new education efforts.

The Environmental Sustainability Program will use this new center as an educational location about Ottawa County Environmental Sustainability Program and show what efforts can be done. It is important to incorporate as many sustainable practices in this new center so that when using this center for education they can be seen and taught with visual references and not just in theory or discussion. It will have multiple educational points available that can be taught so that recycling, environmental, and sustainable practices can be taught as a whole. Having a location where not only we can better serve by providing valuable services but as well as education is an objective of the Environmental Sustainability Program, to better serve Ottawa County residents. The partnership with Grand Valley State University will also increase the reach that this center will have to increase education on important topics relating to recycling and sustainable practices with their students.

Describe how your project addresses Greenhouse Gas emissions:

It is unknown at this time, how much Greenhouse Gas emissions this project will reduce. It is believed that encouraging food composting versus landfilling this material will reduce greenhouse gasses. Having residents drive less or have fewer vehicles on the road will also reduce greenhouse gasses with our centers and new center as a "one stop" drop off center would also assist to reduce greenhouse Gases emissions. The Environmental Sustainability Program will try to do as much as possible to reduce its Greenhouse Gas Emmissions by providing recycling, using energy-efficient items in the new facility, and possibly installing items that aid in the reduction of greenhouse gases at the new center.

Please upload any supporting data for environmental and climate metrics:

(Optional)

Guidance on measuring environmental outcomes is included in "Measuring Environmental and Economic Impact".

What County or Counties will your project impact?

To select multiple counties hold "Ctrl" and click each county name. To unselect, continue holding "Ctrl" and re-click a highlighted county name

Ottawa County

How would you categorize your geographical impact?

Regional impact refers to if your project impacts multiple counties or areas. County-wide projects should impact the whole county including in large cities and rural areas. Rural would consider any communities not in an urban area.

County-wide

Briefly describe the geographical impact of your project (How will a specific area, region, city, or county be impacted?):

Ottawa County has a population of about 262,000 people. Our current centers had about 17,000 of those residents visit our sites in 2021. We believe that this project will assist in serving far more residents as well as allow us to increase the impact area, program awareness, new programs, and further growth with partners which is believed to increase the impact on our county. The current centers have grown since they have opened and are believed to continue to do so but this project and the impact it will have will expedite that.

Upload any additional supporting data or information regarding this project:

(Optional)

Partnerships and Collaborations

Describe community support and/or partners for the grant project. Describe how/if the funding provided in this grant is leveraging additional investment from partners.

This project has sparked support from Allendale Charter Township and Grand Valley State University as well as our current partners. Both new and existing partners/communities see a need for this program to reach their students and community members. Grand Valley State University has offered its support by providing land for a new center as well as possible other means of support if the grant and project move forward. This project can create new vendor/partner relationships with new possible materials collected, opportunities for public education, and overall community support and growth. We are always looking for ways to bring our programs together with new needed partners and to bridging partner to partner relationships that may not have existed but could have a great impact on the community.

Please upload a letter of support from each of the project partners. Select the number of letters you plan to attach.

You can save this draft to add letters at a later time or once you submit your application edit before the Grant Cycle closing date to attach Letters. If you have more than 10 letters please combine pdfs.

Letter of Support

GVSU letter of suport.pdf

Work Plan and Timeline

Long Term Viability: Describe how the project will be sustained beyond the grant timeline.

The Environmental Sustainability Program will sustain the project beyond the grant through regular funding through a portion of our two landfills and a small fee charged to have a recycling membership at the centers. The county has looked into long term budget need to sustain this site and has decided the funding will be viable. Other possible methods for the future sustainability of this new center and new programs would be to create additional partnerships that may assist in reducing our cost to provide beneficial services or methods to do our programs better to save in cost. Cost evaluation and yearly evaluation of the budget will also aid in sustaining this project beyond the grant.

Provide a brief narrative describing the work plan and timeline:

If the grant is awarded to the Environmental Sustainability Program, this project will get underway as soon as possible. The grant and total project cost will go to the Board of Commissioners for grant, funding, and project approval. During the Board approval, the final contract with EGLE and Grand Valley State University will be completed and at the same time, the project plans will be developed. The building company chosen will work to design a center with sustainability in mind. Public Health, Environmental Sustainability, Allendale, and Grand Valley State University will work closely to create a center that will benefit not only Allendale and Grand Valley State University community but all of Ottawa County. The overall goal is to have this center completed by Spring of 2024 pending construction requirements and grant awarded dated.

Work Plan and Timeline Upload:

EGLE IG timeline.docx

Please attach a descriptive work plan and timeline which includes:

- Identification of the tasks and responsible party for implementation of the project.
- Identification of the tasks and party responsible for preparing quarterly progress reports and the final project report.
- A timeline of activities, showing when each task described will be started and completed.
- Identification of when quarterly milestones will be achieved.

What grant amount is being requested?

Match Percentage

0

Grant Request:

\$0

Closing:

DUNS Number of fiduciary entity

If known, use www.sam.gov to find your DUNS number if you have one. This process is free, but may take 2 business days.

085899011

Federal ID Number of fiduciary entity

Will be required if selected for final review

38-6004883

State Senator

Find your Senator:

<https://www.senate.michigan.gov/fysbyaddress.html>

State Representative

Find your State Representative:

<https://www.house.mi.gov/MHRPublic/frmFindAREp.asp>

(Right click the links to open in new tab, otherwise you may be directed away from this page with changes not saved)

Has the fiduciary entity applied to previous grant cycles with the State of Michigan?

Yes

Select what Grants you have applied to:

NextCycle Michigan MICROS Grant, EGLE E-waste grant

Briefly describe this experience including year of grant cycle and if a grant was received:

What is the status of your project(s)? Have required reports been submitted? Were your needs met by receiving funding?

Ottawa County has applied for the Scrap Tire Clean-up, Electronic Waste Grant, and NextCycle Michigan MICROS Grant. All experiences have been beneficial and aided us in providing a service to our residents. We have been a pilot program with the Scrap Tire Clean-up grant and are learning how to improve this program to continuously provide a tire drop-off location in the best manner possible for our residents. Electronic Waste Grant has assisted us with being able to provide a structure and equipment to be able to continuously collect electronics including CRTs which in the past had not been collected. The NextCycle Market Development Grant has assisted us in growing the Food Compost program by supporting us with outreach material about not just Ottawa's food compost program but also to businesses and those who want to compost at home educational resources.

E-Signature of authorized individual

By typing your name you are signing this application and confirming that all information is accurate to the best of your knowledge.

Kimberly Wolters

Signed Date

04/19/2022

EGLE Full Proposal: Attachments

For larger projects, please upload a full project budget (any format)

EGLE Budget Form 2022.xlsm

Letter of Support

GVSU letter of suport.pdf

Work Plan and Timeline Upload:

EGLE IG timeline.docx

Timeline for New ESC in Allendale

1. Environmental Health Supervisor (Environmental Sustainability) (EHS) to apply for the grant by April 20th, 2022
2. Upon receiving the grant from EGLE, EHS to send Grant and Budget Adjustment to the Board of Commissioners for approval/signatures
3. EHS will send back EGLE Grant Contact by the deadline
4. Ottawa County to start the construction process as soon as possible once the signed contract from EGLE is received
 - a. Work with Ottawa County's purchasing department to find a contractor
 - b. Once a contractor is hired create a construction project timeline created (with this a quarterly milestone timeline clearly outline to be submitted to EGLE)
5. Before construction starts, Ottawa County and Grand Vally State University to have the land agreement legalized and completed
6. Start land preparation once the agreement and contractor are finalized and authorized
7. During the entire Grant Period and construction, EHS/Ottawa County's Purchasing Department to submit quarterly process reports and submittals as outlined in the RFP for the grant
8. Ottawa County's goal is to start construction end of 2022 if possible
9. End major construction aspects by end of the summer of 2023
10. Fall of 2023 will be to complete internal and incomplete construction items
11. Ottawa County's goal is to open a new center by the Spring of 2024
12. EHS to complete final project report and grant submittal to EGLE

Profiles

First Name

Kimberly

Last Name

Wolters

Organization Name:

Ottawa County

Title

Environmental Health Supervisor (Environmental Sustainability)

Email

kwolters@miottawa.org

Phone Number

6164945569

Address Line 1

12251 James 5t

Address Line 2

Suite 200

City

Holland

State

U5-MI

Zip Code

49424

Are you building this profile as a partner?

No



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
 MATERIALS MANAGEMENT DIVISION
 Recycling Infrastructure
 BUDGET FORM

Grantee Name: Ottawa County						
Project Name: Allendale Sustainability Center						
Project Number (assigned by EGLE):					Holdback Percentage:	5%
CONTRACTUAL SERVICES	HOURS or UNITS	RATE or TOTAL	% of FUNDING	GRANT AMOUNT	MATCH AMOUNT	TOTAL
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Contractual Services Subtotal:				\$ -	\$ -	\$ -
SUPPLIES & MATERIALS (itemize)	QUANTITY	COST	% of FUNDING	GRANT AMOUNT	MATCH AMOUNT	TOTAL
Building	1	\$ 1,000,000.00	80.0%	\$ 800,000.00	\$ 200,000.00	\$ 1,000,000.00
Gate/Fence	1	\$ 60,000.00	80.0%	\$ 48,000.00	\$ 12,000.00	\$ 60,000.00
Asphalt Cement	1	\$ 150,000.00	80.0%	\$ 120,000.00	\$ 30,000.00	\$ 150,000.00
Exterior Lights/Camera	1	\$ 3,000.00	80.0%	\$ 2,400.00	\$ 600.00	\$ 3,000.00
Equipment	1	\$ 23,000.00	80.0%	\$ 18,400.00	\$ 4,600.00	\$ 23,000.00
Well and Septic installations	1	\$ 14,000.00	80.0%	\$ 11,200.00	\$ 2,800.00	\$ 14,000.00
		\$ -		\$ -	\$ -	\$ -
Supplies & Materials Subtotal:				\$ 1,000,000.00	\$ 250,000.00	\$ 1,250,000.00
VEHICLE(S) & EQUIPMENT	QUANTITY	COST	% of FUNDING	GRANT AMOUNT	MATCH AMOUNT	TOTAL
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
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		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
Vehicle(s) & Equipment Subtotal				\$ -	\$ -	\$ -
TOTAL PROJECT						
Total All Costs				\$ 1,000,000.00	\$ 250,000.00	\$ 1,250,000.00
IN-KIND / LEVERAGED FUNDS (Match that is not included in any category above):	DOLLAR VALUE PROJECTED:					
	In Kind	Cash	Total			
	\$ -		\$ -			
	\$ -		\$ -			
	\$ -		\$ -			
	\$ -		\$ -			
	\$ -		\$ -			
	\$ -		\$ -			
	\$ -		\$ -			
	\$ -		\$ -			
	\$ -		\$ -			
	\$ -		\$ -			
	\$ -		\$ -			
Total Other Match:	\$ -	\$ -	\$ -			



MICHIGAN DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY

REQUEST FOR PROPOSALS 2021 RECYCLING GRANT PROGRAM

April 16, 2021 – August 18, 2021

Michigan.gov/MiRecycles



EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

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Table of Contents

I. GRANT INFORMATION.....	4
A. Grant Description	4
Application Assistance	5
B. Grant Response Timeline	5
C. Project Grant Objectives	6
D. Eligible and Ineligible Applicants.....	6
Recycling Infrastructure Grants.....	7
Recycling Market Development Grants.....	7
E. Eligible Projects.....	7
Recycling Infrastructure Grants.....	8
Recycling Market Development – NextCycle Michigan Grants	9
F. Ineligible Grant Activities.....	12
G. Funding Source and Grant Amounts	12
H. Selection Criteria	13
I. Application Process and Evaluation Criteria	14
Project proposal	14
J. Application Submission Information	14
K. Grant Award	15
L. Assistance.....	15
M. Project Clarification/Revisions.....	15
N. Non-Duplicative Programs.....	15
O. Acceptance of Proposal Content	15
P. Confidentiality.....	15
Q. Grant Agreement Requirements for Approved Applicants.....	16
II. WORKS CITED	17

I. GRANT INFORMATION

A. GRANT DESCRIPTION

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) protects Michigan's environment and public health by managing air, water, land, and energy resources, and is focused on addressing climate change, diversity, equity, and inclusion. In fiscal year (FY) 2021, EGLE will provide matching grants to support Governor Gretchen Whitmer's climate priorities by supplementing efforts to increase the statewide recycling rate, grow recycling markets and recycling supply chains through the NextCycle Michigan Initiative (NCMI) and ensure diversity, equity, and inclusion. A total of \$8.5 million is currently available for Recycling Infrastructure and Recycling Market Development/NCMI projects in FY 2021. A minimum of 25 percent of this funding will be earmarked for entities that have not received an award from the EGLE recycling grants program in the last fiscal year.

These grants, enabled by the Renew Michigan Fund, are an important mechanism for achieving EGLE's priorities of equitable and inclusive support to all Michigan communities and business, and the grants support Governor Whitmer's climate change priorities through measurable reductions in greenhouse gas emissions. Recycling prevents the generation of greenhouse gases at several points along the lifecycle of a product, including avoided energy consumption associated with the mining and extraction of virgin materials and reduced methane emissions from landfills. Achieving a 45 percent recycling rate in Michigan will reduce greenhouse gas emissions by 7 million metric tons of carbon dioxide equivalent annually. This corresponds to the annual energy consumption of more than 760,000 households (approximately 20 percent of Michigan households), or the annual emissions of nearly 1.5 million passenger vehicles (Resource Recycling Systems, 2019).

Additionally, these grants are important for facilitating the safe management of waste materials and helping to maintain the flow of vital raw materials for Michigan manufacturing by protecting our domestic supply chains. Increasing access to recycling opportunities and expanding local recycling end-use markets will result in water savings, energy savings, local job creation, and reduced greenhouse gas emissions.

The **Recycling Infrastructure Grants** are designed to increase the statewide recycling rate, with the goal of achieving a 45 percent statewide recycling rate by 2025. Additionally, the Recycling Infrastructure Grants work to increase collection and processing capacity of recyclable materials or food waste and increase access and participation rates in recycling or food waste composting programs while promoting diversity, equity, and inclusion across Michigan, and they will support Governor Whitmer's climate change priorities through measurable reductions in greenhouse gas emissions.

The **Recycling Market Development Grants** are designed to create new markets or expand existing markets and create supply chains for recycled materials, as well as stimulate demand for recycled materials and recycled content products and strong

supply chains to feed that demand. In addition, these grants aim to assist businesses that manufacture, market, and use recycled-content products while building diversity, equity, and inclusion. These grants will also commercialize technologies to: replace materials with recycled content; to improve the quality, increase the quantity, and grow demand for utilizing recycled materials in manufacturing or other uses; and facilitate research and development of new uses for recycled materials.

The Recycling Market Development grants, enabled by the Renew Michigan Fund, are critical for the protection of the health, safety, and welfare of Michigan residents, and are not only important for facilitation of safe management of waste materials, but also help to maintain the flow of vital materials for Michigan manufacturing. Additionally, increasing access to recycling opportunities and expanding local recycling end-use markets will result in water savings, energy savings, local job creation, and will support Governor Whitmer’s climate change priorities through measurable reductions in greenhouse gas emissions.

APPLICATION ASSISTANCE

NCMI has identified gaps in the state of Michigan’s recycling system, which create opportunities for grant applicants to propose targeted solutions that will have meaningful impact in strengthening Michigan’s recycling infrastructure. NCMI has data resources available that can inform grant applicants as they develop their proposals. NCMI also provides partnership and innovation opportunities that can strengthen a grant application and make it more relevant and competitive. The program will work to recruit minority-owned businesses to build equity, diversity, and inclusion in Michigan. Finally, NCMI provides a “concept proposal” step available ahead of the grant application deadlines that can inform potential grant applicants on their best path forward for success. See NextCycleMichigan.com for more details on all of these resources and to find necessary on-line application tools.

B. GRANT RESPONSE TIMELINE

Grants will be awarded in three separate rounds, and the application deadline for each round will be on the following dates:

Application Deadline	Grant
May 14, 2021	Recycling Market Development
June 16, 2021	Recycling Market Development, Recycling Infrastructure
August 18, 2021	Recycling Market Development, Recycling Infrastructure

Note that, EGLE may release additional RFP Guidance that adds or modifies project grant categories, available funding, and application process dates. Potential applicants should check Michigan.gov/MIRecycles for the latest releases of any additional RFP Guidance and sign up for the EGLE Grants and Loans listserv for notifications: Public.govdelivery.com/accounts/MIDEQ/subscriber/new

C. PROJECT GRANT OBJECTIVES

Project proposals must describe how the project aligns with the objectives identified below for the relevant Project Grant Category:

- **Recycling Infrastructure Grants**
 - Support Governor Whitmer’s climate change priorities through measurable reductions in greenhouse gas emissions by diverting material from disposal.
 - Projects that will benefit an environmental justice community, underserved, or vulnerable populations within a community.
 - Projects that increase the statewide recycling rate to 45 percent by 2025, while building diversity, equity, and inclusion across Michigan.
 - Projects with benefits that exceed costs.
 - Projects that increase collection and processing capacity of recyclable materials or food waste.
 - Projects that increase access to recycling or food waste composting infrastructure.
Projects that increase participation rates in recycling or food waste composting programs.

- **Recycling Market Development Grants**
 - Create new markets or expand existing markets and supply chains for recycled materials.
 - Stimulate demand for recycled materials and recycled content products.
 - Assist businesses that manufacture, market, and use recycled-content products to ensure pool of applications are diverse and inclusive and provide opportunities for both public and private sectors.
 - Commercialize technologies to replace materials with recycled content, to improve the quality, increase the quantity, and grow demand for utilizing recycled materials in manufacturing or other uses.
 - Research and development of new uses for recycled materials.
 - Support economic and environmental impacts, including greenhouse gas reduction, jobs created, water saved, energy saved, or other positive environmental and economic outcomes.
 - Support Governor Whitmer’s climate change priorities through measurable reductions in greenhouse gas emissions by implementing circular economy principles that reduce greenhouse gas generation.
 - Provides societal benefits to the target community that justifies the investment.
 - Projects that will benefit an environmental justice community, underserved, or vulnerable populations within a community.
 - Projects with benefits that exceed costs.

D. ELIGIBLE AND INELIGIBLE APPLICANTS

Eligible applicants for Recycling Infrastructure Grants, Recycling Market Development Grants, and the NextCycle Michigan Initiative are businesses, non-profit organizations,

tribal governments, school districts, universities/colleges, local health departments, regional planning agencies, cities, villages, townships, charter townships, counties, municipal solid waste authorities, and resource recovery authorities located in Michigan. Preference will be given to communities that face historic environmental or socio-economic disparities.

Eligible applicants must be able to confirm the endpoint of materials collected or processed using items purchased with grant dollars. It is expected that grant-funded items will be deployed and utilized in a material management system where collected materials are directed to market for manufacture of new products and are not disposed.

All grant applicants must follow electronic submission and vendor registration requirements as requested by the program. To be considered for multiple grants, eligible entities must submit separate applications for each project. Links to online application forms are found in [Section I](#).

Applicants cannot appear on the Federal Debarment and Suspension List. The list can be searched through the federal System for Award Management (www.SAM.gov).

Applicants must be in good standing with EGLE programs. Within the 24 months immediately preceding the RFP:

- No EGLE grant terminated for cause.
- No demonstrated inability to sign an agreement in a timely fashion, manage a grant, or meet the obligations in a project with EGLE.

Specific eligibility requirements for each of the Project Grant Categories are as follows:

RECYCLING INFRASTRUCTURE GRANTS

Funding or program partners working with Recycling Infrastructure Grant applicants must be actively involved with the implementation and operation of the proposed project.

RECYCLING MARKET DEVELOPMENT GRANTS

Funding or program partners working with Recycling Market Development Grant applicants must be actively involved with the implementation and operation of the proposed project.

All grant recipients are encouraged to register and enter program information within the Michigan Recycling Directory, the Recycled Materials Market Directory (RMMD), and/or the Michigan Materials Marketplace, as applicable, prior to submitting a reimbursement request. The Michigan Recycling Directory, the RMMD, and the Michigan Materials Marketplace are online recycling directories sponsored by EGLE.

E. ELIGIBLE PROJECTS

The eligible projects and activities for each Project Grant Category are as follows:

RECYCLING INFRASTRUCTURE GRANTS

The maximum amount of funding that can be requested per grant by public sector, non-profit, and tribal entities is \$1,000,000. The maximum amount of funding that can be requested per grant by private sector entities is \$300,000. The minimum grant funds an applicant may request is \$5,000. Grantees are required to provide matching funds at least equal to 20 percent of the total grant budget. Match funding may be greater than 20 percent of the total grant budget. Note: the State reserves the right to adjust the match amount/percentage to ensure diversity, equity, and inclusion in the pool of applicants.

Eligible infrastructure projects include but are not limited to:

- The transition from recycling bins to carts, public space recycling containers, creation or enhancement of public drop-off recycling, new or improved recycling processing infrastructure, school recycling projects, collection vehicles, and multi-family recycling projects. Household hazardous waste projects and one-day collection events are not eligible for this grant.
- Carts: Wheeled, covered carts for existing or new curbside recycling or food waste collection programs. Grantees would be expected to contract for purchase, distribution, and servicing of curbside carts. Grant eligible expenses include cost of carts, shipping, assembly, and distribution. Metrics will include collection volume, participation, and/or access increase, which align with the priorities of the EGLE Recycling Program.
- Collection Vehicles: Recycling or food waste collection vehicle for new program or expansion of existing program. Grantee would be expected to purchase vehicle(s), establish routes, and train drivers. The grant eligible expense is the vehicle purchase. Metrics will include collection volume, participation, and/or access increases, which align with the priorities of the EGLE Recycling Program.
- Drop-off Infrastructure: Containers, signage, and other site improvements. Site improvements such as paving, lighting, cameras, and fencing must be tied to a project that significantly increases volume collected/processed or participation/access to be competitive. Grantee would be expected to purchase and install items, oversee any construction activities, contract for collection services, operate and maintain drop-off center. Grant eligible expenses include purchase of containers and signage, shipping, installation, and site improvements. Metrics will include collection volume, participation, and/or access increases, which align with the priorities of the EGLE Recycling Program.
- Multi-Family Infrastructure: Indoor and outdoor containers, signage, and other associated site improvements. Grantee would be expected to purchase and install items, secure partnerships with property owners, contract for collection services (as applicable), and oversee construction activities. Grant eligible expenses may include recycling containers, signage, associated site improvements, shipping, and installation. Metrics will include collection volume, participation, and/or access increases, which align with the priorities of the EGLE Recycling Program.
- Public Space Infrastructure: Recycling or food waste bins for parks, schools,

institutions, businesses, offices, events, etc. Grantees would be expected to purchase and install items, contract for collection services, secure partnerships with property owners, and provide minimal education elements. Grant eligible expenses may include dual waste and recycling containers (“twinned bins”), shipping, installation, and signage. Metrics will include collection volume, participation, and/or access increases, which align with the priorities of the EGLE Recycling Program.

- **Processing Infrastructure:** Equipment needed for processing recyclable materials or food waste and/or recovering or redistributing food waste. Grantees would be expected to contract for design, purchase, and installation of items, train staff, operate and maintain equipment. Grant eligible expenses include design, purchase, and installation of equipment. Metrics will include increased processing capacity, which align with the priorities of the EGLE Recycling Program.

Other notes on eligibility for the Recycling Infrastructure Grant:

- Capital expense and associated installation and service costs that meet the objectives of the project are eligible for grant funding.
- Site improvements such as paving, lighting, and fencing are eligible for grant funding, but must be tied to a project that significantly increases volume collected/processed or participation/access to be competitive.
- To be eligible for grant funding, organics management infrastructure projects must focus primarily on food waste (not yard waste) and must result in a finished or partial compost product to be competitive.

RECYCLING MARKET DEVELOPMENT – NEXTCYCLE MICHIGAN GRANTS

The following project opportunities, as developed through the NCMI, are targeted for funding. All Applicants shall indicate a category for the project requesting grant funds.

- **Foods, Liquids, and Organic Waste Flows (FLOWS)** – Successful applicants must improve Michigan’s organic waste reduction, recovery, processing, and end markets.
- **Intergovernmental Initiatives (I2)** – Successful applicants must create or design regional collaborations, public private partnerships, and innovative municipal programs for recycling system efficiencies and growth that improve access and recovery.
- **Recycling, Innovation and Technology (RIT)** – Successful applicants must develop a business that best innovates new material processing methods, sorting technologies, or recycled product designs.
- **Roadways (ROADS)** – Successful applicants must include recycled material content in road, parking lot, trail, and/or bike path projects with the potential to improve end markets for tires, glass, plastics, and organics (along with other recyclables) in Michigan while creating a resilient regional closed loop economy.

- **Recycling Supply Chains (RSC)** – Successful applicants must increase material collection and/or processing through improved hub and spoke efficiencies, processing, logistics, or material end market innovation.

For each grant availability window, EGLE may define additional specific priorities as part of any RFP Guidance EGLE may release, that adds or modifies project grant categories, available funding, and application process dates. Potential applicants should check [Michigan.gov/MIRecycles](https://www.michigan.gov/MIRecycles) for the latest releases of any additional RFP Guidance. For example, an upcoming round of NCMI Grants may seek projects focused on glass, textiles, mixed plastics, film plastics and organics. Projects focused on any material category are encouraged to apply but may score fewer points if they are not focused on identified grant priorities. Michigan based, circular economy projects that bring material back to the generators supply chain for use in new products, or projects that create recycling markets for materials collected in partnership with Michigan communities, businesses, and recyclers are encouraged. The minimum grant funds an applicant may request is \$5,000. Applicants may resubmit unsuccessful applications in future grant cycles.

The following Recycling Market Development categories are available for funding. The Applicant shall indicate a category for the project requesting grant funds.

- **Covid-19 Recovery and Resiliency** Projects in this category may request up to **\$20,000** for efforts specifically identified to aid recycling market activities to respond to COVID-19 disruptions. Examples include purchases of Personal Protection Equipment, storage of recycled materials, transportation costs, or equipment purchases. Applicant must clearly describe how the funding will aid in the recovery of the recycling market or design of a more resilient recycling system that is better able to adjust to issues caused by COVID-19. Applicants must identify how the funding will support continued supply of recycled material to end-markets. Minimum 20 percent match is required. Note: the State reserves the right to adjust the match amount/percentage to ensure diversity, equity, and inclusion.
- **Research and Testing** Projects in this category may request up to **\$50,000** for materials testing, equipment evaluation, certification, research, and other activities designed to be a step in the development of a new product containing recycled content or development of a technology that will result in the growth of recycling markets in Michigan by improving the quality or quantity of recycled material. Applicant must clearly describe how the research and testing will result in the development of recycled materials end-markets in Michigan. Minimum 50 percent match is required.
- **Marketing** Projects in this category can request up to **\$50,000** for projects to increase use of a recycled content product, inform consumers on the correct use and benefits of using the recycled content product, or train or inform users, vendors and clients on the benefits or use of the product. The applicant must clearly describe and quantify, how the results of the marketing effort will

positively impact the use of recycled materials in Michigan, and reduction in greenhouse gas production or otherwise support climate change initiatives. Minimum 20 percent match is required. Note: the State reserves the right to adjust the match amount/percentage to ensure diversity, equity, and inclusion in the pool of applicants.

- **Analysis, Data Collection, and Facilitation** Projects in this category may request up to **\$100,000** for market analyses, data collection, evaluation, and facilitated interactive dialogue among key players in the recycled materials value chain. The applicant must clearly describe and quantify how the project will result in stronger recycling markets and greenhouse gas reduction in Michigan. Additionally, grant applications will be selected in this category for projects that analyze Michigan's progress toward achieving recycling rate and waste minimization goals. Minimum 50 percent match is required.
- **Sorting and Processing Equipment** Projects in this category may request up to **\$250,000** for sorting and processing equipment that will improve the quality of recycled materials for use in a Michigan end-use market. Examples include, but are not limited to, optical and robotic sorters, granulators, densifiers, etc. The applicant must clearly describe how the equipment will facilitate delivery to an end-market and reduce greenhouse gas generation in Michigan. Minimum 25 percent match is required. Note: the State reserves the right to adjust the match amount/percentage to ensure diversity, equity, and inclusion in the pool of applicants.
- **Recycled Content Product Commercialization and Use** Projects in this category can request up to **\$300,000** for large scale projects that will result in a significant increase in use of recycled materials in a product made in Michigan. Projects may include research, testing, marketing, sorting, and processing equipment, analysis, and data collection with the result being a product or use of recycled materials that results in substantial waste diversion. The applicant must clearly describe how the project will result in a significant increase in recycled materials use and greenhouse gas reduction. Minimum 50 percent match is required.
- **Targeted Partnership Projects** Grant Projects in this category can request up to **\$100,000** for market development activities led by trade organizations, manufacturers, national brands, or non-profits to achieve clear market development outcomes. Applicants must clearly describe and quantify how the project will leverage existing financial and technical resources to grow recycling markets in Michigan. It is anticipated that Targeted Partnership Projects will receive EGLE market development funds that will be added to existing funds for distribution to local market development initiatives. In addition to describing outcomes, the applicant must describe the due-diligence and financial management process for the Partnership Project. Projects that are designed to

directly address climate change and greenhouse gas reduction will receive priority. Minimum 50 percent match is required.

- **NCMI Innovation Challenge Track Grants** Projects in the category can request up to **\$300,000** and must have successfully completed as a Team in an Innovation Challenge Track. All Innovation Challenge Track Teams are eligible for this funding. Minimum 50 percent match is required.
- **Micro Project Grants** Projects in this category can request up to **\$10,000 with no match required** for development of NextCycle Michigan projects including but not limited to Innovation Challenge Track project teams. These reimbursable expenses can be for data collection, analysis, research, or any other approved expense to facilitate a team's continuation in the NextCycle process.

F. INELIGIBLE GRANT ACTIVITIES

The following activities are ineligible under the FY 2021 Recycling Grant Program; this list may not be exhaustive:

- Administration of projects that are a part of an entity's regulatory responsibility.
- Implementation of other activities deemed inappropriate under contract management standards.
- Lobbying or directly influencing legislative decision-making.

The following activities are ineligible under the 2021 **Recycling Infrastructure Grant**:

- Salaries, including expenses related to employment of graduate students, to complete the objectives listed above are not eligible for reimbursement for Recycling Infrastructure Grants.
- Registrations, licenses or permits, fees, taxes, insurance, training costs, office equipment (including computers), indirect or overhead expenses, grant administration, staff expenses, household hazardous waste projects, one-day collection events, or the purchase of real property are not eligible for reimbursement for Recycling Infrastructure Grants.
- In some cases, there will be significant ineligible costs that are required to implement the project. These costs may be listed and defined in order to describe applicant support of the project more completely.

All grant AND matching funding may only be used for eligible items. Staff time, indirect costs and in-kind services are not eligible for a grant or match funding.

Grantee matching contributions may only be in dollars.

G. FUNDING SOURCE AND GRANT AMOUNTS

The funding for this program is made available through the Renew Michigan Fund created in Act 281 of 1967, The Income Tax Act of 1967, as amended.

A total of \$8,500,000.00 is available for Recycling Infrastructure and Recycling Market Development/NCMI projects in FY 2021.

Grantees may be offered partial funding. EGLE may add or subtract money from this grant program at its discretion.

Match funding contributions may come from private, non-profit, foundation, municipal or other partners. Potential local match funding sources may include other grants, bond monies, loans, cash, public partnerships, public/private partnerships, etc. The State reserves the right to adjust the match amount/percentage to ensure diversity, equity, and inclusion.

All grant applicants must follow electronic submission and vendor registration requirements as requested by the program.

Applications will be reviewed, and grants will be awarded in three rounds, the deadline for each round of awards are on the following dates: May 14, 2021, June 16, 2021, August 18, 2021.

H. SELECTION CRITERIA

The following selection criteria are provided for each Project Grant Category: Applicants for Recycling Infrastructure Grants will be selected based upon the following criteria:

- Projects that support Governor Whitmer's climate change priorities through measurable reductions in greenhouse gas emissions
- Projects that will benefit an environmental justice community or underserved and vulnerable populations within a community.
- Projects that show diversity, equity, and inclusion.
- An assessment of the benefits vs costs.
- The project goals are clearly stated, and success is quantitatively defined.
- Within the project area, the proposal supports the grant objectives outlined above.
- The proposal contains a clear and well-developed project narrative, work-plan, timeline, and budget.
- The applicant has demonstrated an ability to collaborate and partner with other groups and organizations, as applicable; and has secured the necessary support and commitments to accomplish the objectives of the proposal.
- The grant recipient must be able to enter into a legal agreement with the State of Michigan and must be in compliance and good standing with the State's environmental department.
- Programs that currently provide or propose robust, continuing education programs with sustainable funding, particularly programs addressing contamination if applicable.
- Sustainable funding mechanisms for recycling or food waste programs.
- Programs with the largest projected increases in processing or collection capacity volume and/or access and participation.
- Programs with best supporting data for the projected increases described above.

Applicants for Recycling Market Development Grants will be selected based upon the following criteria:

- Projects that support Governor Whitmer's climate change priorities through measurable reductions in greenhouse gas emissions.
- Projects that will benefit an environmental justice community or underserved and

vulnerable populations within a community.

- Projects that show diversity, equity, and inclusion.
- An assessment of the benefits vs costs.
- The project goals are clearly stated, and success is quantitatively defined.
- Within the project area, the proposal supports the grant objectives outlined above.
- The proposal contains a clear and well-developed project narrative, work-plan, timeline, and budget.
- The applicant has demonstrated an ability to collaborate and partner with other groups and organizations, as applicable; and has secured the necessary support and commitments to accomplish the objectives of the proposal.
- The grant recipient must be able to enter into a legal agreement with the State of Michigan and must be, in compliance and good standing with EGLE.
- Projects that use the grant funds to secure other sources of capital (grants, loans, investment) or otherwise leverage the funds to gain additional support or investment.
- Projects with the best supporting data.
- Projects that demonstrate a long-term commitment.
- Projects that create circularity in the recycling market for Michigan businesses and/or communities. For purposes of this grant, circularity means returning materials back to the manufacturing or use process by closing the loop and creating a system of material flow that enables resources to return for a second use.
- Projects that result in increased capacity to manage challenging materials streams or otherwise create increased demand for materials currently being disposed.
- Projects that demonstrate the largest measurable economic and environmental impacts, including greenhouse gas reduction, jobs created, water saved, energy saved, or other positive environmental and economic outcomes.

During the grant review process, applicants may be contacted for clarification and for the purpose of negotiating changes in project activities, timelines, and grant amounts, within the parameters outlined in the application instructions.

I. APPLICATION PROCESS AND EVALUATION CRITERIA

To be considered complete, an application must include all steps and components listed below, and the “Applicant Signatory” on the application cover sheet must be signed. Incomplete responses may result in a determination that the application is not eligible for funding.

PROJECT PROPOSAL

Grant funding requests must be completed and submitted on the following website:
Webportalapp.com/sp/egle_recycling_grant_program

J. APPLICATION SUBMISSION INFORMATION

Proposals are due no later than 5:00 p.m. EST, on the Proposal Due Dates. Applicants must submit supporting documentation by the relevant due date above. Supporting

documentation may include financial audit, and letters of commitment; letters of partnership or community support, price quote(s), photographs, calculations, data, and other substantiating information. Entities receiving more than \$500,000 in grant funding will be required to submit a financial audit.

K. GRANT AWARD

Grantees will be notified of their funding status once EGLE's Director approves the final funding recommendations.

L. ASSISTANCE

For general inquiries regarding this RFP, please contact Erica Richard, Administrative Support Staff, Sustainability Section, Materials Management Division, EGLE, at 517-275-1472 or RichardE1@Michigan.gov

M. PROJECT CLARIFICATION/REVISIONS

During the grant review process, applicants may be contacted for clarification and for the purpose of negotiating changes in project activities, timetable, and grant amounts. EGLE reserves the right to award grants for amounts other than those requested, adjust the match amount/percentage to ensure diversity, equity, and inclusion, and/or request changes to, or clarification of, the proposed work plan.

N. NON-DUPLICATIVE PROGRAMS

Funds from the FY 2021 Program cannot be used to supplant federal, state, or local financial commitments.

O. ACCEPTANCE OF PROPOSAL CONTENT

Successful applicants will be required to enter into a grant agreement with EGLE after accepting the grant award. A grant agreement consists of [standard boilerplate](#) language, the applicant's approved work plan, timetable, and budget.

Successful applicants may be required to review the grant award agreement with EGLE staff prior to final agreement acceptance.

Failure of a successful applicant to accept the obligations outlined in the final agreement boilerplate may result in withdrawal or cancellation of the grant. EGLE reserves the right to offer partial funding for any grant proposal.

P. CONFIDENTIALITY

All information and materials regarding this grant are subject to the Freedom of Information Act. If the grantee selects to provide business sensitive information that may be exempt from disclosure under the Freedom of Information Act, Act 442 of 1976, [Legislature.Mi.Gov/doc.aspx?mcl-15-243](https://legislature.mi.gov/doc.aspx?mcl-15-243), the applicant shall clearly describe the reason for the requested exemption and identify the information for which the exemption is requested.

Q. GRANT AGREEMENT REQUIREMENTS FOR APPROVED APPLICANTS

Successful applicants will be required to enter into a standard grant agreement with EGLE. Project costs incurred prior to entering into an agreement signed by both parties will not be reimbursed. There will be limited opportunities for negotiation prior to entry of a grant agreement. Opportunities to modify a signed agreement will also be limited. Failure of a successful applicant to accept the obligations outlined in the standard agreement may result in withdrawal of the grant. EGLE reserves the right to offer partial funding for any approved applicants. If partial funding is offered to an approved applicant, the applicant will be required to provide the necessary matching funds needed to complete the project. The original application becomes part of the grant agreement, along with changes that may occur during contract negotiation. Additional requirements relevant to an individual project may be specified in the grant agreement. The grant agreement will stipulate a project period during which the project must be completed, and all expenditures must be made. Successful applicants (grantees) must be prepared to agree to the following minimum agreement conditions:

For the Recycling Infrastructure Grant, reimbursements will be for identified expenditures in the grant agreement. Grant reimbursements will be for up to 80 percent of the documented purchase expenditures, not to exceed the awarded grant amount, less a 5 percent retention amount that will be released upon approval of the final report. Reimbursement requests must be submitted by September 30, 2023. The final project report is due six months after the infrastructure item(s) have been purchased, installed, and/or constructed, but no later than September 29, 2024. Grantees must agree to supply data related to the project for up to five years from the project end date as requested by EGLE.

All grants are paid through a reimbursement process. All grantees will submit proof of payment (i.e., canceled checks, ACH, wire transfer confirmations, bank statements, etc.) and proof of receipt of goods to EGLE proving that the vendor has been paid prior to receiving reimbursement from the grant program. Reimbursement must be requested in conjunction with required, quarterly progress reports.

All education, outreach, and publicity products shall acknowledge that the project was supported in whole or in part by the EGLE Recycling Grant Program. Where possible, these products should be printed double-sided on recycled content paper.

II. WORKS CITED

Resource Recycling Systems (2019). *Michigan Recycling Economic Impact & Recycled Commodities Market Assessment*. Michigan Department of Environment, Great Lakes, and Energy.

Environmental Sustainability Centers

Legend

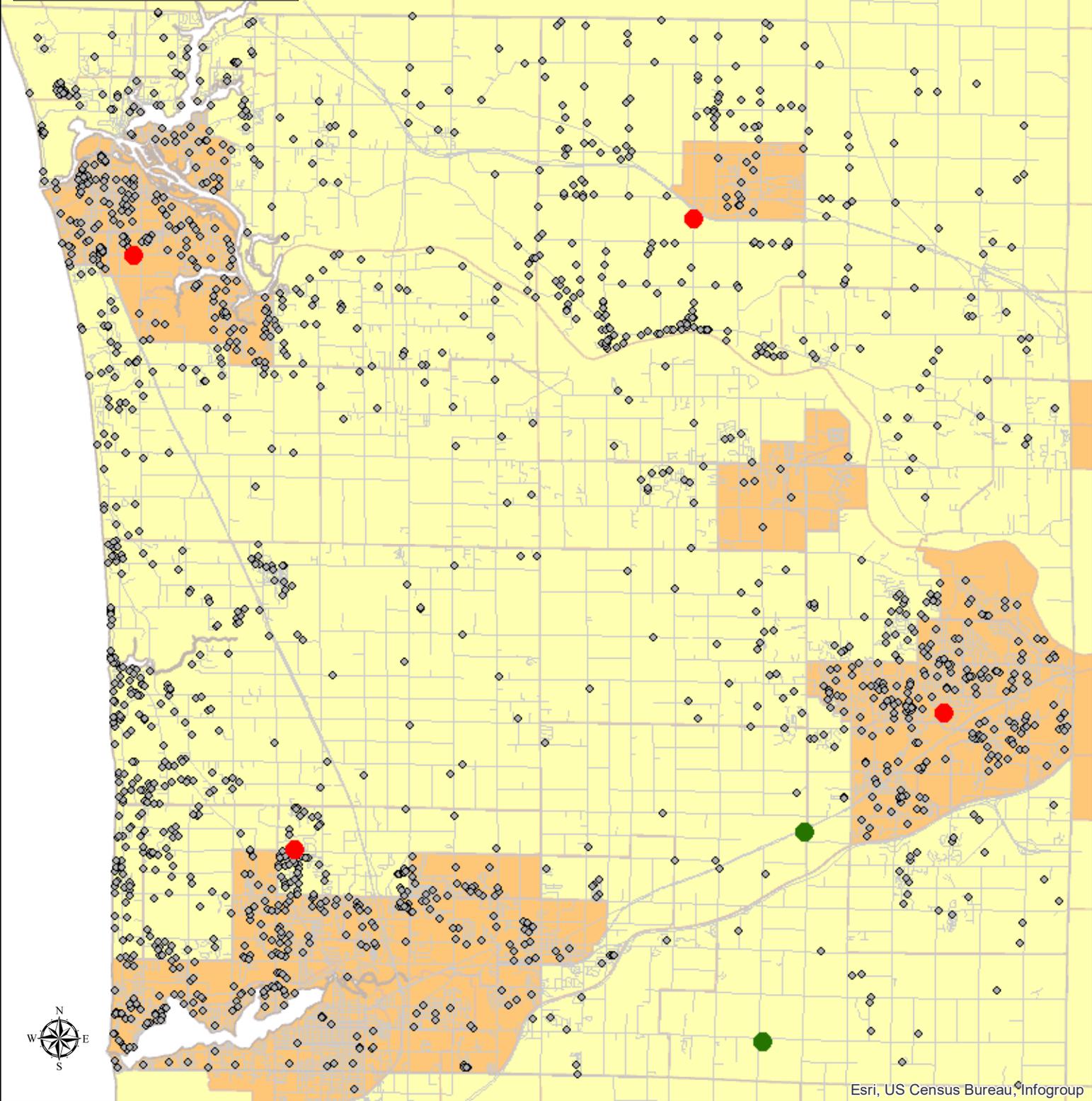
- Manned (Red circle)
- Unmanned (Green circle)
- Members 2023 (Black circle with dot)
- State Boundaries (Grey outline)
- County Boundaries (Light grey outline)
- 0 - 1,000 people per sq mi (Light yellow)
- 1,000 - 8,400 people per sq mi (Light orange)
- 8,400 - 15,800 people per sq mi (Medium orange)
- 15,800 - 24,000 people per sq mi (Dark orange)
- 24,000 - 629,000 people per sq mi (Red)

**Ottawa County**
Where Freedom Rings

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Photography date: April 2021

Geospatial Insights & Solutions
IT Department
12220 Fillmore Street, Suite 320
West Olive, Michigan 49460
Phone (616) 738-4600
www.gis.miohawa.org

Date: 4/10/2023





August 13, 2021

Kimberly Wolters, REHS
Environmental Health Supervisor
Ottawa Department of Public Health
12251 James St, Suite 200
Holland, MI 49424

Re: Letter of Support for Proposed Recycling Center

Dear Ms. Wolters,

Thank you for approaching Grand Valley State University to assist in the proposed Recycling Center project. Our university is willing to work with your office to provide land to be used for the proposed recycling center.

I strongly support Ottawa County's grant application as it will provide the following opportunities for Ottawa County, Allendale Township and Grand Valley State University:

- Further enhance Grand Valley's recycling and sustainability efforts and programs
- Potentially help reduce GVSU's recycling costs and the amount of contaminated waste taken to the landfill
- Provide GVSU additional opportunities to connect with and serve the local community
- Provide Ottawa County a location to educate and service county residents recycling needs

I see this as a big step forward in Grand Valley's commitment to community and look forward to developing this partnership moving forward.

Sincerely,

Gregory J. Sanial
Vice President for Finance and Administration
Treasurer, GVSU Board of Trustees



WASTE MANAGEMENT

700-56th Avenue
Zeeland, MI 49464
616 953 5910
616 688 5781 Fax

Kimberley Wolters

Environmental Health Supervisor

12251 James Street, Holland Mi 49424

Subject: WM letter of support for Ottawa County recycling grant

Dear Kim,

WM supports your efforts for gaining a grant to help support your environmental sustainability project at GVSU. As I am resident in Allendale I see this as a great opportunity for the community, Ottawa County and GVSU.

Sincerely

A handwritten signature in black ink, appearing to be 'MR' followed by a long, sweeping horizontal line.

Matt Rosser

District Manager

WM Autumn Hills RDF



Sustainability in Action

March 27, 2023

Kimberly Wolters, REHS
Environmental Health Supervisor
Ottawa County Department of Public Health
12251 James St, Suite 200
Holland, MI 49424

Re: Letter of Support for Proposed Recycling Center

Dear Ms. Wolters,

This letter is to formally confirm Republic Services' support of Ottawa County's grant application to expand recycling capabilities and accessibility at Grand Valley State University and the surrounding area.

Republic Services has been the recycling and waste services provider for GVSU at their Allendale and Grand Rapids campuses for many years. We believe the proposed Environmental Sustainability Center will improve the quality of recycling material collected and processed which will reduce the amount of contaminated recycle material disposed of in a municipal waste processing facility.

Republic Services is committed to working with Ottawa County and GVSU to increase the diversion rate at the university and the surrounding area. We look forward to realizing increased waste diversion through the proposed Environmental Sustainability Center located at GVSU.

Very truly yours,

A handwritten signature in black ink, appearing to read "Tom Mahoney", written over a horizontal line.

Tom Mahoney
General Manager

BLENDON TOWNSHIP

March 16, 2023

Kimberly Wolters, REHE
Environmental Health Supervisor
Ottawa County
12251 James St. Suite 200
Holland, MI 49424

Dear Kimberly Wolters, REHE:

Blendon Township is happy to support you in your efforts for a new Recycling Center. The proposed center would be closer to our citizens and enhance recycling opportunities. This is very good for the environment.

Sincerely,



Don VanderKuyf

Allendale

CHARTER TOWNSHIP

"Where community is more than just a concept!"

March 22, 2023

Kimberly Wolters, REHS
Environmental Health Supervisor
Ottawa County Department of Public Health
12251 James St, Suite 200
Holland, MI 49424

RE: Letter of Support for New Environmental Sustainability Center

Ms. Wolters,

Thank you for reaching out regarding a new Environmental Sustainability Center. Allendale Township sees the value in having a location to drop off hazardous waste, recycling and other materials instead of sending them to a landfill. This would be a great service for our residents and those in the surrounding area.

Thank you for your work on the Environmental Sustainability Program and developing a new center that will benefit Allendale residents.

Regards,

Adam Elenbaas

Adam Elenbaas
Township Supervisor



March 29, 2023

Ottawa County Board of Commissioners
Ottawa County Administration
12220 Fillmore St.
West Olive, MI 49460

Re: Letter of support for EGLE Recycling & Organics Infrastructure Grant

Dear Chairman Moss and Ottawa County Board of Commissioners,

Congratulations on receiving a grant to support the development of an Environmental Sustainability Center in Allendale! Receiving this grant serves as a testament to Ottawa County's reputation across the State of Michigan. I commend you and your staff for all the hard work that went into preparing and submitting the grant application.

My organization, ODC Network, is committed to advancing outdoor education and conservation in West Michigan. Environmental sustainability is crucial to ensure we carry out our mission successfully, and we are excited to hear about this new Sustainability Center proposal. We look forward to working with the new center to ensure that all our efforts are complementary.

As the Ottawa County population grows, so does the need to properly manage all additional waste. Our private landfills have very limited space, and with recent changes to Part 115, this limited space is all we have left. We must increase material reuse and recycling. We can accomplish this with educational tools, resources, and access to recycling opportunities provided by the new Environmental Sustainability Center.

The taxpayers of Ottawa County win when they can count on their community stakeholders to build collaboration and leverage all available resources. The Environmental Sustainability Center is an opportunity for our County to continue being the best place to live, work, play, and learn.

Sincerely,

A handwritten signature in blue ink that reads "Kelly Goward". The signature is fluid and cursive.

Kelly Goward
District 6 Resident
Watershed Manager
ODC Network

5/16/2023

Dan Broersma
Sustainability Manager for the City of Holland
City of Holland
270 S. River Ave
Holland MI, 49423

Letter of Support for Ottawa County Recycling Drop of Locations and Operations

Ottawa County:

We are writing to express the city's support for Ottawa County's Environmental Sustainability Centers.

The City of Holland greatly benefits from Ottawa County's Environmental Sustainability Centers, and is a valuable resource for our residents. I am the sustainability manager for the city. I receive at least one weekly communication from residents, which I redirect to the center on Quincy Street. The Centers fill a significant need in our community for recycling and HHW(Household Hazardous Waste) that no other organization currently supplies.

The City of Holland is fortunate to have the Quincy street center for our residents. Any community would greatly benefit from centers. Other communities would also benefit from the county's centers, especially now as the need for recycling is becoming more of a need for all communities.

Sincerely,

Dan Broersma,
Sustainability Manager for the City of Holland



May 16, 2023

Kimberly Wolters
Environmental Health Supervisor
Ottawa County Department of Public Health
12251 James St. Suite 200
Holland, MI 49424

RE: Business and Community Support for New Environmental Sustainability Center

Dear Ms. Wolters,

West Michigan Sustainable Business Forum enthusiastically supports Ottawa County's proposal for an infrastructure grant from the Michigan Department of Environment, Great Lakes and Energy for the development of a new environmental sustainability center. West Michigan Sustainable Business Forum works alongside business and institutions throughout the region to advance the creation of a circular economy. Through its private sector leadership Ottawa County has gained a reputation for recycling innovation and is well-positioned to meet the economic opportunity created by the more than \$400 million of materials that we are currently disposing of in the state's landfills each year.

Over the past year, we have been conducting research on behalf of our eight-county region to learn what businesses and their communities are seeking from their county governments to improve materials management. We have found that there is overwhelming support for new investment in educational programs and infrastructure improvements that will address needs that are not able to be met by the public sector. The partnership with Grand Valley State University is a novel response to employers and citizens that are demanding improvements in educational programs that prepare citizens to participate in the circular economy. This is by and far the top request we hear from stakeholders in the county, across all the issues we are involved in.

This proposed project will also provide services that are not currently available in the region, but are regularly requested by business and community stakeholders, while improving service access in general for the county. As you likely know, this is Michigan's fastest-growing county, and infrastructure investments are necessary to meet the needs of its citizens. Further, there are potential new programs that could be developed through this partnership that are not presently available in West Michigan. This proposal would create a competitive advantage and position the county for economic growth and better quality of life.

Finally, it may be helpful to note that this grant is underwritten through the Renew Michigan Fund, which was created with widespread bipartisan support during the Snyder administration. There are no opportunity costs for taxpayers created by this investment. If Ottawa County does not move forward with this grant, the resources will be reallocated elsewhere in the state, putting the county at a competitive disadvantage for business investment.

Sincerely,

Daniel Schoonmaker
Executive Director

Green-Current
Concept

Brown: Future/Donation
Concept

Opinion of Probable Cost

OTTAWA COUNTY DPW - HHW | SafeChem - Conceptual Program

Room Type	# of people	SF/person (activity)	# of Rooms	Total SF
Offices	6	0	0	990
Operations Office	1	140	1	140
Conference Room	1	200	1	200
Assigned Workstation	1	75	2	150
Touchdown Workstation	2	25	3	75
Break Area	6	200	1	200
Work room/storage	1	225	1	225
Household Waste Receiving & Processing	2	0	1	2025
Sorting & Shelving/Storage	0	1750	1	1750
Explosive	0	150	1	150
PPE / Supply / Janitor's Closet	0	125	1	125
Redistribution	0	0	1	350
Shelving & Display	0	0	1	350
Education and Professional Development	50	0	2	1290
Conference Room	50	25	1	1250
Table & Chair, Props Storage		20	2	40
County Building Support Spaces				680
IT / Communications	0	60	1	60
Toileting (includes showers)	0	90	3	270
Utilities /Mechanical / Electrical / Plumbing / Fire Suppres	0	350	1	350
Building Construction & Circulation Grossing Factor				1,867
Net Program Area Sub-Total (Usable Area)				5,335
Circulation (25% of Net Area)				1,334
Walls / Shafts etc (10% of Net Area)				534
Total Gross Building				7,202
Site Costs				
Well & septic				
Drives & Parking				
Landscaping				
A/E Fees, GC's, Reqmts & Contingencies				
Total Site + Building				



Option A		Option B		Option C		\$ / SF
SF	\$	SF	\$	SF	\$	
225	\$67,500	590	\$177,000	990	\$297,000	\$300
		140		140		
				200		
150		150		150		
75		75		75		
				200		
		225		225		
950	\$285,000	1075	\$322,500	2025	\$607,500	\$300
800		800		1750		
150		150		150		
		125		125		
100	\$30,000	200	\$60,000	350	\$105,000	\$300
100		200		350		
0	\$0	645	\$193,500	1290	\$387,000	\$300
		625		1250		
		20		40		
500	\$125,000	590	\$147,500	680	\$170,000	\$250
60		60		60		
90		180		270		
350		350		350		
621	\$124,250	1,085	\$217,000	1,867	\$373,450	\$200
1,775		3,100		5,335		
444		775		1,334		
178		310		534		
2,396	\$631,750	4,185	\$1,117,500	7,202	\$1,939,950	\$269
	\$350,000		\$400,000		\$453,285	
	\$189,525.00		\$335,250.00		\$581,985.00	
2,396	\$1,171,275	4,185	\$1,852,750	7,202	\$2,975,220	

OTTAWA COUNTY DPW - HHW | SafeChem - Conceptual Program

Opinion of Probable Cost

May, 2023

Room Type	# of people	SF/person (activity)	# of Rooms	Total SF
Offices	6	0	0	990
Operations Office	1	140	1	140
Conference Room	1	200	1	200
Assigned Workstation	1	75	2	150
Touchdown Workstation	2	25	3	75
Break Area	6	200	1	200
Work room/storage	1	225	1	225
Household Waste Receiving & Processing	2	0	1	2025
Sorting & Shelving/Storage	0	1750	1	1750
Explosive	0	150	1	150
PPE / Supply / Janitor's Closet	0	125	1	125
Redistribution	0	0	1	350
Shelving & Display	0	0	1	350
Education and Professional Development	50	0	2	1290
Conference Room	50	25	1	1250
Table & Chair, Props Storage		20	2	40
County Building Support Spaces				680
IT / Communications	0	60	1	60
Toileting (includes showers)	0	90	3	270
Utilities /Mechanical / Electrical / Plumbing / Fire Suppres	0	350	1	350
Building Construction & Circulation Grossing Factor				1,867
Net Program Area Sub-Total (Usable Area)				5,335
Circulation (25% of Net Area)				1,334
Walls / Shafts etc (10% of Net Area)				534
Total Gross Building				7,202
Site Costs				
Well & septic				
Drives & Parking				
Landscaping				
A/E Fees, GC's, Reqmts & Contingencies				
Total Site + Building				

Option A		Option B		Option C		
SF	\$	SF	\$	SF	\$	\$/ SF
225	\$67,500	590	\$177,000	990	\$297,000	\$300
		140		140		
				200		
150		150		150		
75		75		75		
				200		
		225		225		
950	\$285,000	1075	\$322,500	2025	\$607,500	\$300
800		800		1750		
150		150		150		
		125		125		
100	\$30,000	200	\$60,000	350	\$105,000	\$300
100		200		350		
0	\$0	645	\$193,500	1290	\$387,000	\$300
		625		1250		
		20		40		
500	\$125,000	590	\$147,500	680	\$170,000	\$250
60		60		60		
90		180		270		
350		350		350		
621	\$124,250	1,085	\$217,000	1,867	\$373,450	\$200
1,775		3,100		5,335		
444		775		1,334		
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2,396	\$631,750	4,185	\$1,117,500	7,202	\$1,939,950	\$269
	\$350,000		\$400,000		\$453,285	
	\$189,525.00		\$335,250.00		\$581,985.00	
2,396	\$1,171,275	4,185	\$1,852,750	7,202	\$2,975,220	

6 5 4 3 2

A

B

C

D



PHASED SITE LAYOUT CONCEPT
 1"=30'
 NORTH

LEGEND

- PRELIMINARY SITE CONSTRUCTION
- FUTURE SITE CONSTRUCTION

COA ARCHITECT COA ENGINEER

NOT FOR CONSTRUCTION

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ISSUANCE

PROJECT NUMBER
74210028
 PROJECT MANAGER
K. Branden
 PROFESSIONAL
J. Short
 DRAWN BY
J. Short
 CHECKED BY

PHASED SITE LAYOUT CONCEPT

HAZARDOUS WASTE DROPOFF SITE STUDY
OTTAWA COUNTY DPW

progressive ae

1811 4 Mile Rd NE | Grand Rapids, MI 49525 | 616.361.2864
 330 South Tyron St. | Suite 500 | Charlotte, NC 28202 | 704.731.6900 | www.progressiveae.com

8/12/2025 9:42:09 AM
 P:\121028\03\PHASED\CONCEPT - Construction Phase.dwg 2024
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Environmental **SUSTAINABILITY**

**EGLE Recycling & Organics
Infrastructure Grant**



Requested Items on March 7th Finance Committee Meeting

1. Identify community need & support for a new center
2. Provide the BOC with more information regarding the EGLE Infrastructure Grant
3. Present more details on new Environmental Sustainability (ES) Center project
4. Provide additional insight on new ES Center budget and project timeline





Environmental Sustainability Program

Purpose & Goals

- To ensure Ottawa County residents have knowledge about & access to programs to properly handle materials generated in Ottawa County
- Actively promote pollution prevention, waste reduction, hazardous waste management, recycling, reuse, and composting through a collaborative effort with private sector businesses, county residents, and local units of government





Environmental Sustainability Program

Programs Offered

- Electronic Recycling
- Residential/Household Recycling
- Household Hazardous Waste (HHW)
- Scrap Metal Recycling
- Clean Sweep Program
- Free Pesticide Disposal
- Used Oil and Antifreeze Recycling
- Food waste Collection
- Scrap Tire Recycling
- Sharps/Medication Take-Back
- Education and Resources





Environmental Sustainability Centers

- **Two Unmanned Centers**

1. Autumn Hills
2. Vriesland Co-Op

- **Four Manned Centers**

1. Georgetown
2. Grand Haven
3. Coopersville
4. Holland





Environmental Sustainability Centers

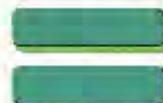


- ES Centers are a local level of prevention
- Residents have limited options when it comes to hazardous waste disposal
 - Landfill, ES Centers, or ?



MDOT-117 Tanker Cart
Load Limit: 194,000 lbs.
Capacity: 28,000G
Truck Tanker: 3.25

Environmental Sustainability Centers Collected in 2022



11560 G of Used
Oil/Antifreeze



137,003.5 lbs of
Hazardous
Materials





Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451

- “ensures adequate disposal capacity and assures that all non-hazardous solid waste generated in the county is collected and recovered, processed, or disposed at facilities that comply with state laws and rules. Counties will be transitioning to plans with a materials management focus.” –[EGLE’s Planning Webpage](#)
- Focuses on pollution prevention, waste reduction, hazardous waste management, recycling, reuse, and composting through a collaborative effort with private sector businesses, county residents, and local units of government.
- Design/oversee an effective and environmentally sound, integrated solid waste management system that ensures that the SW generated within the County is properly managed, and that the long-term disposal needs for private sector businesses and county residents are met.



Part 115 (Updated): **Materials Management Law**

OLD Solid Waste Mgmt Law

- Solid Waste Management Plan
- Landfill Capacity Focused
- Outdated/Not future needs oriented
- Lacks enforcement mechanism
- 14-member solid waste planning committee
- No support funding

NEW Part 115: Materials Mgmt Law

- Materials Management Plan
- Focus on managing materials to keep out of Landfills (Circular Economy)
- Harder for new landfills to be created
- Increase focus on outreach and education
- Must be enforceable
- Requires Recycling Rates for each county
 - Must show efforts to achieve it
- 11-member material management planning committee
- Funding attached to having a plan



Connecting Part 115 & EGLE Grant

1. New ES Center will:

- assist in collecting materials to meet the goals required in the updated Materials Management Plan
- allow for educational outreach, a required focus of Part 115
- grow private/public partnerships to better service residents

2. EGLE Infrastructure Grant utilizes funds that will be directed towards Part 115 efforts moving forward, thus reducing grants offered/available for this type of project in the future

3. In the future, Part 115 will provide pass through grants that will assist Environmental Sustainability Program

- In each of the first 3 years, \$300,000 will be offered in grants to assist with creating new Materials Management Plans and related items as required for Part 115
- \$60,000 grant provided each year to assist with maintaining the Plan thereafter



EGLE Recycling & Organics Infrastructure Grant Awarded

1. Grant awarded for costs related to infrastructure
 - EGLE Funded: 80% match (up to \$1 million)
 - Ottawa County Funded: 20% match (\$200,000)
2. Grant Details:
 - Deadline to sign grant contract: June 30th, 2023
 - No penalty for partial or non-use of grant reimbursement if contract is signed and project does not move forward
 - EGLE will approve an extension of timeline to expend grant funds for an executed contract
3. Grant Purpose:
 - To build a new environmental sustainability center for Ottawa County residents in an area underserved for these services (Allendale)



New Environmental Sustainability Center Goals



1. Provide Environmental Sustainability services to an area that is growing & in need of additional services
2. Assist in reaching new Part 115 goals
3. Provide an educational center linking various efforts including:
 - Proper disposal & recycling to preserving parks
 - Recycling to circular economy
 - Sustainable building & energy conservation at new center
4. Act as a “hub” to existing smaller “spoke” centers
5. Provide options for additional larger scale collection efforts



New Environmental Sustainability Center

1. New Center will:

- Be available for ALL Ottawa residents
- Assist with increasing private/public partnerships that improve service/access for Ottawa County residents

2. Partnership with GVSU

- GVSU will provide land for new center location
- Full scope of partnership to be determined upon grant approval

3. Preliminary Site Concepts

- Designed within budget, but have options for future expansions
- Designed with consideration to needs of Sustainability Program & Ottawa County Parks Program



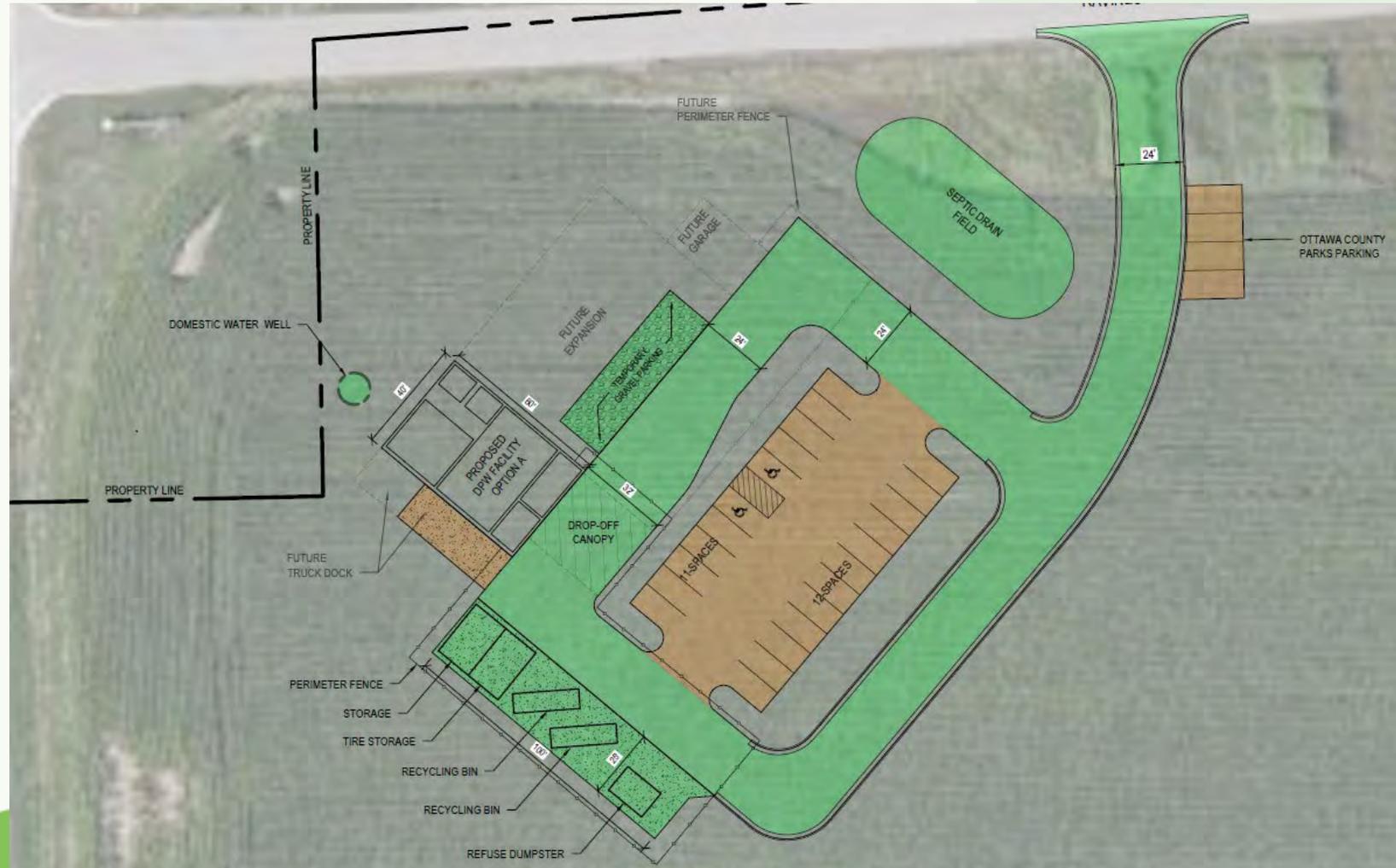
Proposed Preliminary Site Concept

Green

Proposed Site Design

Brown

Future/Donation Options



Environmental
SUSTAINABILITY



Quote for New Environmental Sustainability Center

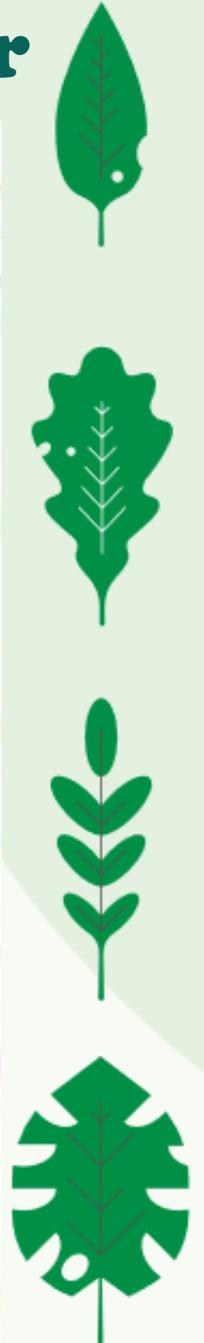
Total Square Footage: 1775

Projected Cost:
\$1,171,275

Notes:

- Larger, permanently-designed version of current ES Centers
- Does not include potential funding that may be generated through partnerships
- Design is for basics at site & does not provide more unique attributes (e.g. specialized landscaping, building aesthetics, etc.)

OTTAWA COUNTY DPW - HHW SafeChem - Conceptual Program						
Option A						
Room Type	# of people	SF/person (activity)	# of Rooms	SF	\$	\$ / SF
Offices	6	0	0	225	\$67,500	\$300
Operations Office	1	140	1			
Conference Room	1	200	1			
Assigned Workstation	1	75	2	150		
Touchdown Workstation	2	25	3	75		
Break Area	6	200	1			
Work room/storage	1	225	1			
Household Waste Receiving & Processing	2	0	1	950	\$285,000	\$300
Sorting & Shelving/Storage	0	1750	1	800		
Explosive	0	150	1	150		
PPE / Supply / Janitor's Closet	0	125	1			
Redistribution	0	0	1	100	\$30,000	\$300
Shelving & Display	0	0	1	100		
Education and Professional Development	50	0	2	0	\$0	\$300
Conference Room	50	25	1			
Table & Chair, Props Storage		20	2			
County Building Support Spaces				500	\$125,000	\$250
IT / Communications	0	60	1	60		
Toileting (includes showers)	0	90	3	90		
Utilities /Mechanical / Electrical / Plumbing / Fire Suppress	0	350	1	350		
Building Construction & Circulation Grossing Factor				621	\$124,250	\$200
Net Program Area Sub-Total (Usable Area)				1,775		
Circulation (25% of Net Area)				444		
Walls / Shafts etc (10% of Net Area)				178		
Total Gross Building				2,396	\$631,750	\$269
Site Costs					\$350,000	
Well & septic						
Drives & Parking						
Landscaping						
A/E Fees, GC's, Reqmts & Contingencies					\$189,525.00	
Total Site + Building				2,396	\$1,171,275	



Future and/or Donation Conceptual Quote for ES Center

Total Square Footage: 3100–
5335

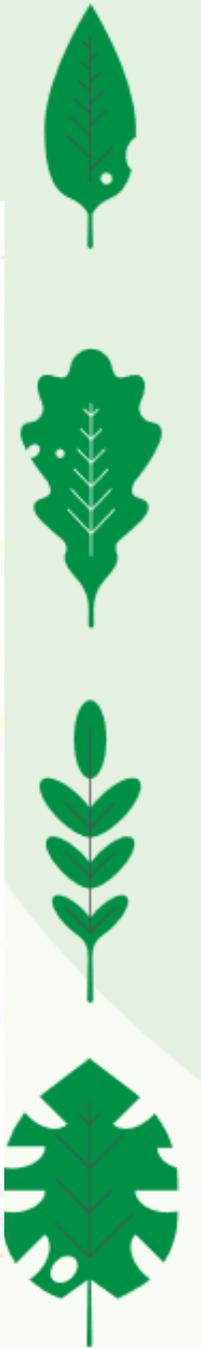
Projected Cost:

\$1,852,750–\$2,975,220

Notes:

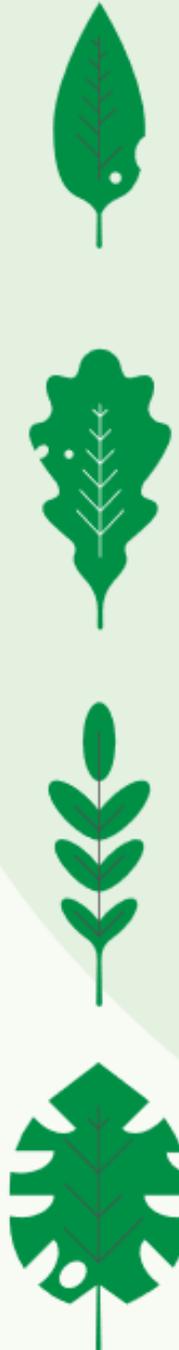
- Shows potential additional support & future cost differences
- Works within the scope of the current project budget of the grant, additional cost funded through future grants/donations

OTTAWA COUNTY DPW - HHW SafeChem - Conceptual Program								
May, 2023								
Room Type	# of people	SF/person (activity)	# of Rooms	Future/Donation Option A			Future/Donations Option B	
				SF	\$	SF	\$	\$/ SF
Offices	6	0	0	590	\$177,000	990	\$297,000	\$300
Operations Office	1	140	1	140		140		
Conference Room	1	200	1			200		
Assigned Workstation	1	75	2	150		150		
Touchdown Workstation	2	25	3	75		75		
Break Area	6	200	1			200		
Work room/storage	1	225	1	225		225		
Household Waste Receiving & Processing	2	0	1	1075	\$322,500	2025	\$607,500	\$300
Sorting & Shelving/Storage	0	1750	1	800		1750		
Explosive	0	150	1	150		150		
PPE / Supply / Janitor's Closet	0	125	1	125		125		
Redistribution	0	0	1	200	\$80,000	350	\$105,000	\$300
Shelving & Display	0	0	1	200		350		
Education and Professional Development	50	0	2	645	\$193,500	1290	\$387,000	\$300
Conference Room	50	25	1	625		1250		
Table & Chair, Props Storage		20	2	20		40		
County Building Support Spaces				590	\$147,500	680	\$170,000	\$250
IT / Communications	0	60	1	60		60		
Toileting (includes showers)	0	90	3	180		270		
Utilities /Mechanical / Electrical / Plumbing / Fire Suppress	0	350	1	350		350		
Building Construction & Circulation Grossing Factor				1,085	\$217,000	1,867	\$373,450	\$200
Net Program Area Sub-Total (Usable Area)				3,100		5,335		
Circulation (25% of Net Area)				775		1,334		
Walls / Shafts etc (10% of Net Area)				310		534		
Total Gross Building				4,185	\$1,117,500	7,202	\$1,939,950	\$269
Site Costs					\$400,000		\$453,285	
Well & septic								
Drives & Parking								
Landscaping								
A/E Fees, GC's, Reqmts & Contingencies					\$335,250.00		\$681,985.00	
Total Site + Building				4,185	\$1,852,750	7,202	\$2,975,220	



Budget/Funding

- No grant related funds will be spent until **FY24 Budget & Project Budget** is approved by Finance Committee & the BOC
- Current 2272 Fund will be increasing
 - Waste Mgmt. and Republic Landfill Mgmt. both support this project



BOC Review & Project Updates

1. Contract Approval

- Every contract or agreement will flow through review & approval process
 - Contractors
 - GVSU land use agreements
 - Other

2. Budget Review & Approval Process

3. Progress Updates & Presentations

- Regular updates can be presented as requested



Community Support/Need

Letters of Support

Waste Mgmt. (Autumn Hills Landfill)
Republic (Ottawa County Farms Landfill)
Allendale Charter Township
Blendon Township
City of Holland
Outdoor Discovery Center
Grand Valley State University
West Michigan Sustainable Business Forum



Community Support & Need

Data

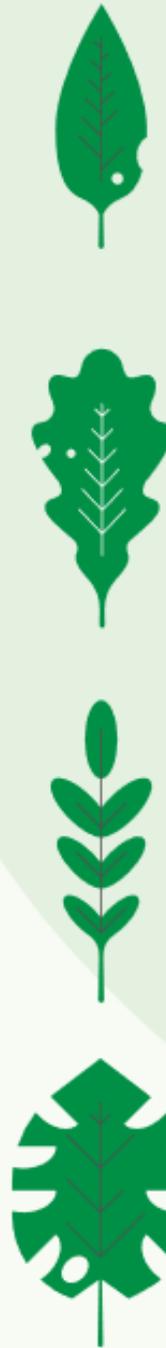
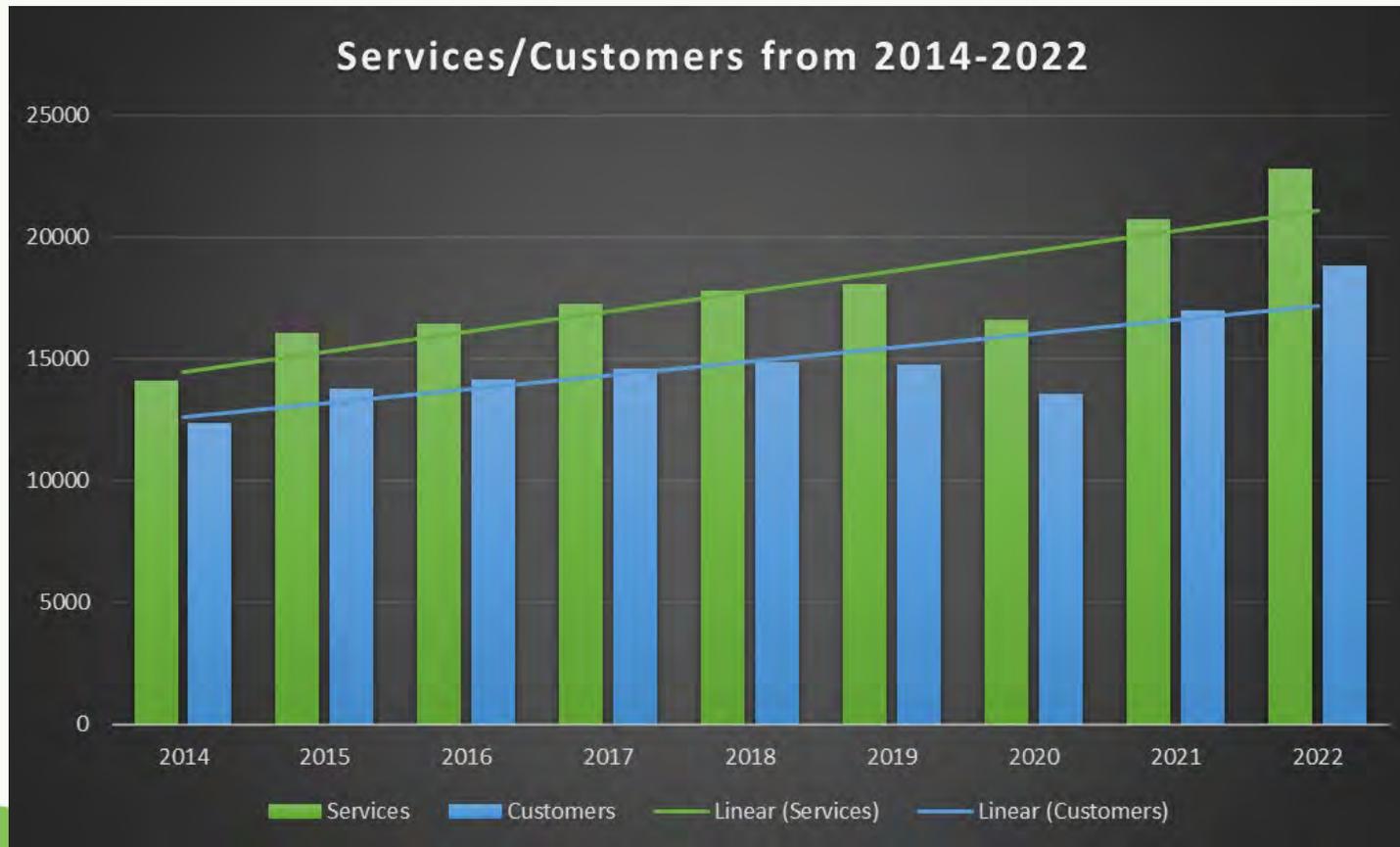
- ES Center currently experiencing increase in number of customers and services provided
- ES programs receive the most Environmental Health inquiries via phone & website
- Over 80% of municipal solid waste should be diverted from municipal landfills & should be:
 - Recycled
 - Composted
 - Properly disposed of (prevent the next PFAS)
- GIS mapping of residential recycling & current population demonstrate need in area



Represents reusable materials
landfilled in 2019

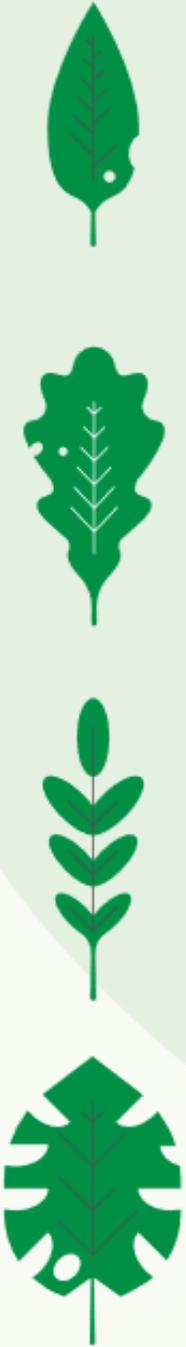
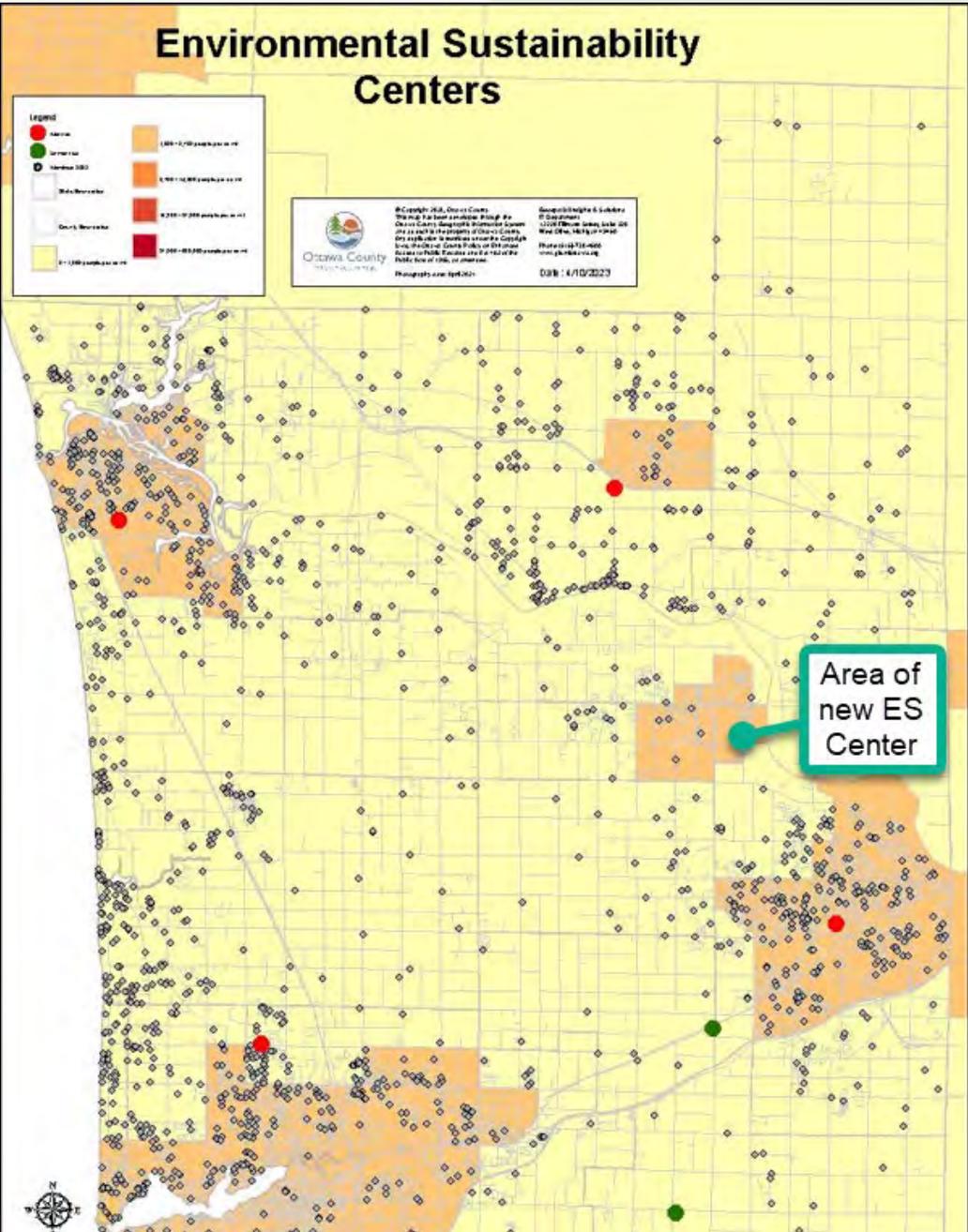
Community Support & Need

Customers & Services Data



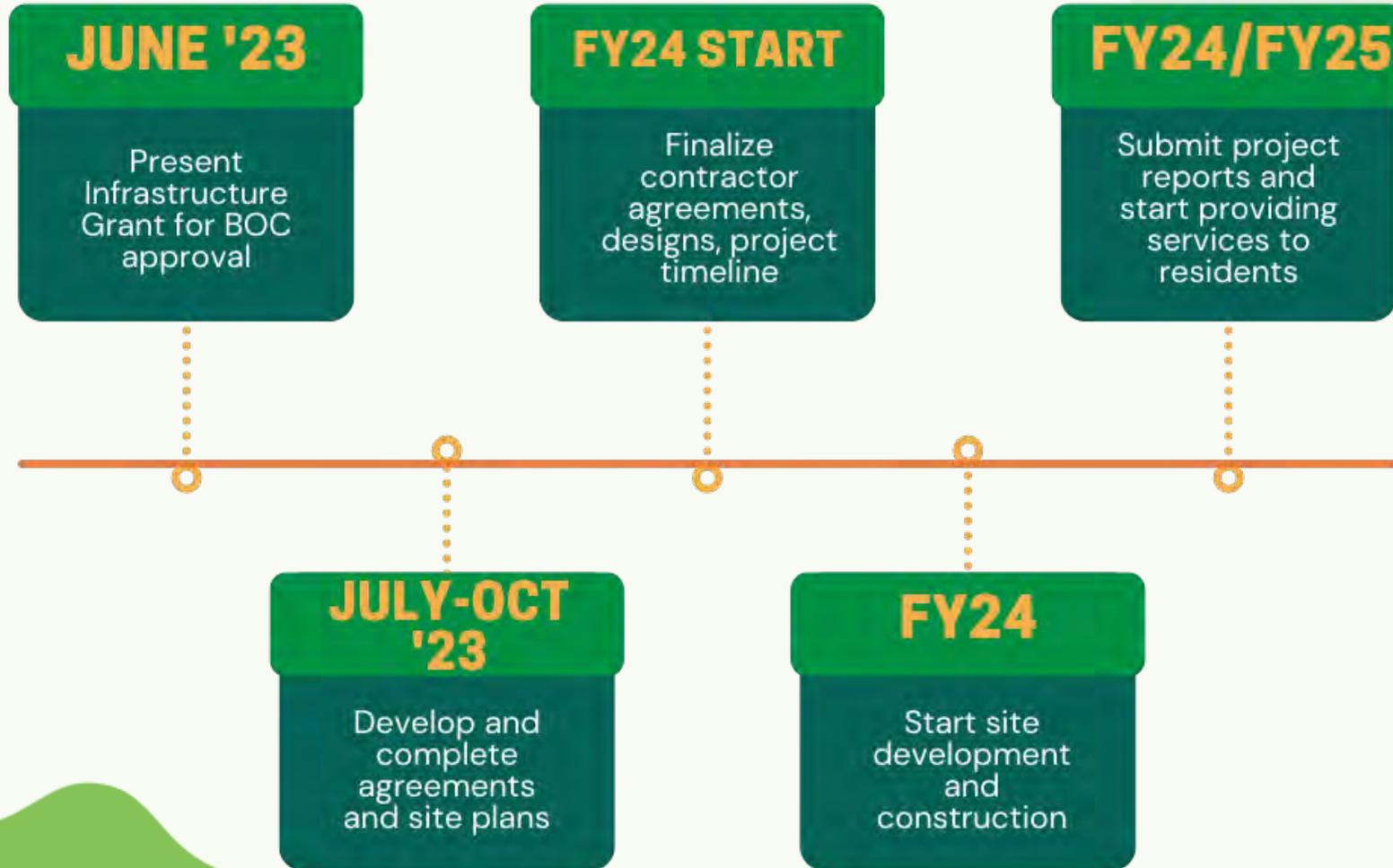
Community Support & Need

GIS Population Data





New Center Timeline



Action Request

Electronic Submission – Contract # 1958



Committee: BOARD OF COMMISSIONERS

Meeting Date: 6/13/2023

Vendor/3rd Party: ST FRANCIS

Requesting Department: PUBLIC HEALTH

Submitted By: KRIS CONRAD

Agenda Item: ST. FRANCIS CONTRACT

Suggested Motion:

To approve a contract with St. Francis to conduct a food choice survey related to their food pantry redesign, in the amount of \$5,000.

Summary of Request:

Subcontractor agreement with Michigan Public Health Institute - Backbone Organization This action request helps fulfill requirements and project goals related to the Backbone Organization subcontractor agreement that was approved in August 2022. OCDPH used a collective impact approach to develop the Community Health Advisory Council (CHAC), develop and implement an action plan to improve health outcomes of the region, and to support sustainable activities. In an effort to meet project goals, OCDPH used a collective impact approach to develop a Community Health Advisory Council, to develop and implement an action plan to improve health outcomes of the region; identify and engage community members and organizations in council membership and activities; support sustainable activities and development of a sustainability plan of activities. One of the project goals included equitable distribution and efficient use of resources to support affected communities. The CHAC awarded mini-grants to support 22 projects county-wide. St. Francis is one of the mini-grant recipients. They are the fiduciary for St. Vincent de Paul Food Pantry. Their MOA is for conducting a food choice survey to improve food pantry experience and inform their food pantry redesign.

The project had several objectives including equitable distribution and efficient use of resources to support affected communities. This is where the CHAC awarded mini-grants to support various projects county-wide. St. Francis is one of the mini-grant recipients. They are the fiduciary for St. Vincent de Paul Food Pantry. Their MOA is for conducting a food choice survey to improve food pantry experience and inform their food pantry redesign. This MOA was submitted after the others because there was a delay in receiving their paperwork. There is still one pending MOA that has yet to be submitted, pending receipt of paperwork from the community organization. In sum, there were 22 mini-grant projects that were funded.

Additional project objectives include develop and implement an action plan to address and reduce community priority risk factors, practices and policies to improve health outcomes, and sustainability plan. OCDPH worked with Purchasing to solicit a vendor to assist the council with these project objectives. An RF Pi was posted February 2 – 24, 2023. Three organizations responded and St. Vincent De Paul was chosen unanimously based on proposal, experience, and local ties.

Financial Information:

Total Cost: \$5,000.00

General Fund Cost: \$0.00

Included in Budget: Yes

If not included in Budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

Administration:

Recommended by County Administrator:

5/31/2023 1:49:35 PM

Committee/Governing/Advisory Board Approval Date: FINANCE AND ADMINISTRATION: 6/6/2023

**Ottawa County Department of Public Health
Community Health Advisory Council Mini-Grant Awardee
Memorandum of Agreement
February 2023 - May 2023**

Grantee: St. Vincent de Paul

Date Grant Awarded: February 17, 2023

Grant Amount: \$5,000

Grant Purpose: Conduct survey

Primary Contact Email: teggleston@stfrancisholland.org

Purpose

The purpose of this Memorandum of Agreement (MOA) is to clarify the respective roles of the Ottawa County Department of Public Health (OCDPH) and St. Vincent de Paul ("Grantee"), Community Health Advisory Council Mini-Grant Awardee. This MOA defines the expectations and responsibilities of the parties involved.

Responsibilities of the OCDPH

- OCDPH will make full grant payment to grantee no later than 14 days after submission of signed contract and vendor forms.
- OCDPH will provide project check-ins with grantee in March to provide support and ensure goals are met on time
- OCDPH will provide instructions and support to grantee to complete summary reporting required in May

Responsibilities of St. Vincent de Paul

- Grantee will provide any information required by OCDPH including any vendor related information
- Grantee will expend mini-grant funds exclusively on purposes outlined in the application
- Grantee will participate in project check-ins in March
- Grantee will provide summary reporting in May that will include a final budget
- Grantee will expend all funds by May 31, 2023

Termination

This MOA may be terminated by either of the undersigned parties by giving thirty (30) days prior written notice to the other party stating the reasons for termination and the effective date.

Termination may also be made immediately by OCDPH and the Grantee obligated to return grant funds if the Grantee materially breaches the MOA.

Amendments

Both parties agree that any modification of this MOA shall be binding only if made in writing and signed by both parties.

Indemnification

The Grantee agrees to defend and hold OCDPH harmless from any third-party liability or claim of liability resulting from any action or inaction of the Grantee under this MOA.

SIGNATURES

OCDPH _____
Signature: Adeline Hambley
Name (Please Print): Adeline Hambley
Title: Health Officer, OCDPH
Date: 5/4/23

Awardee St. Vincent de Paul Center
Signature: TEgg
Name (Please Print): Thomas Eggleston
Title: Chair of Leadership Committee
Date: 3/20/23

SIGNATURE PAGE:

COUNTY OF OTTAWA

By: _____
Joe Moss, Chairperson
Board of Commissioners

_____ Date

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

_____ Date

Action Request



Committee: Board of Commissioners

Meeting Date: 06/13/2023

Requesting Department: Administrator's Office

Submitted By: John Gibbs

Agenda Item: Administrator's Office Personnel Request

Suggested Motion:

To approve a proposal to change one, 1.0 FTE full-time, benefited Communications Manager position at universal paygrade 12 to a Communications Director at universal paygrade 15 for a total cost of \$20,353.

Summary of Request:

Although the County currently has a Communications Manager, the County has no Communications Director, through whom outgoing County communications from the various departments are coordinated, who serves as the coordinator and point of contact for County Communications. The creation of this position is in line with best practices, as most organizations the size of Ottawa County have a Communications Director position. The creation of this position also lays the groundwork for the establishment of a Communications Department, something which the County also currently lacks.

Financial Information:

Total Cost: \$20,353.00	General Fund Cost: \$20,353.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

General Fund Contingency for fiscal year 2023.

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

Action is Related to Strategic Plan:

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

Objective: Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation
County Administrator: 

Committee/Governing/Advisory Board Approval Date: Finance - 06-06-2023



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: _____ DATE REQUESTED: _____

POSITION TITLE: _____ ORG CODE: _____

DATE NEEDED _____

CHECK ONE: Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: _____

Expansion of Existing Hours → From: _____ To: _____ hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: _____

New Position → Number of hours per week requested: _____

Expansion of Existing Hours - please refer to the attached schedule to make this request

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: _____

2. Pay Grade: _____

3. Does a current job description exist? Yes No

If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.

4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit your response to a maximum of one page, double spaced.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. _____

Provide the revenue line to be amended if this position is approved: _____

Estimated salary cost (including for the budget year: _____ (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: _____ (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

List all additional items associated with this position, including equipment, office modifications, vehicle costs, etc. List as follows: Item description, cost estimate, and justification for additional equipment.

Additional information:

- **For all approved positions:** the costs associated with this position (revenue, salary, fringe benefits, & equipment) will be entered by Fiscal Services into your budget if the position is approved. The department will not be responsible for this portion of the budget entry.
- Please include all position information on this form and attachments (as noted above). The justification that you submit for this position request should be well thought out and articulated in a way that the committee members who may not be familiar with day to day activities of your area can understand the information you provide. **Please remember to keep the justification to a maximum of one page.**

SIGNED: _____

DATE: _____

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only

OTTAWA COUNTY

TITLE: COMMUNICATIONS DIRECTOR
DEPARTMENT: COUNTY ADMINISTRATION
DATE: 5/2/2023

EMPLOYEE GROUP: UNCLASSIFIED
GRADE:
FLSA: EXEMPT

JOB SUMMARY

Under the direction of the County Administrator, this position is responsible for providing leadership and support to Ottawa County staff in matters relating to internal and external communication. This position will develop and carry out a countywide communications plan, lead and manage specific projects and will respond to inquiries from the media and the public.

ESSENTIAL JOB FUNCTIONS

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

1. Directs Countywide communications efforts, under the direction of the County Administrator, ensuring that County media and messaging are consistent and congruent with County vision, values, and priorities.
2. May review, authorize, and approve outgoing County communications from County departments.
3. Serves as liaison with local media, receiving and responding to information requests. Selects newsworthy items to be released to television, radio and newspapers. Fosters working relationships with local media. Monitors and responds to local television, radio and print media as appropriate.
4. Prepares and may present the organization's official response to sensitive or critical issues releasing appropriate information to the general public. Organizes and oversees press conferences.
5. Receives and responds to requests for information from community organizations, business organizations and the general public.
6. Reviews written communications, presentations, remarks and other correspondence for the County Administration staff on a range of issues.
7. Acts as a resource for county departments, meeting a variety of communication needs including, but not limited to, training and leading crisis communication. Acts as public information officer, public information team leader or otherwise supports crisis communication as requested.
8. Provides leadership for strategic communication initiatives throughout the County.
9. Leads and coordinates a countywide communications committee maintaining a consistent brand and pursuing and developing communication best practices.
10. Represents the County on task forces and committees as assigned. Represents the department to internal and external constituents including community groups, media, local and regional organizations and the general public.
11. Develops, designs, authors and publishes brochures, booklets, reports, and other informational media explaining and promoting county programs and services targeting a variety of audiences for both internal and external distribution.

12. Monitors County social media use and makes recommendations for involvement. Manages social networks as needed. Continuously surveys the communication landscape for emerging trends and technologies.
13. Ensures that communication projects are cost effective, applying quality assurance protocols to marketing and publicity campaigns.

REQUIRED KNOWLEDGE AND SKILLS

1. Thorough working knowledge of communications and public relations principles and practices.
2. Thorough working knowledge of county programs, services, goals and objectives.
3. Thorough working knowledge of the provisions and applications of the Freedom of Information Act and Employee Right to Know Act.
4. Thorough working knowledge of media business practices.
5. Thorough working knowledge of publishing practices and processes.
6. Excellent English language skills, including spelling, punctuation, grammar, construction and usage.
7. Ability to communicate with professional and lay audiences with equal facility.
8. Thorough working knowledge of word-processing, spreadsheet, database management, graphics, desktop publishing, website design, photo editing and presentation software applications.
9. Ability to design and deliver professional-quality multi-media presentations to a variety of audiences.
10. Excellent written and verbal communications skills.
11. Excellent interpersonal and human relations skills.
12. Ability to interact positively and professionally with customers, community and business representatives, elected officials, coworkers, supervisors, vendors, and members of the general public with widely diverse cultural and socio-economic backgrounds and varying levels of interpersonal communications skills.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE

Bachelor's degree in communications, public relations, journalism, marketing, or related field and at least 5 years of progressively responsible experience in communications. Master's degree, and supervisory experience strongly preferred. Possession of a valid Michigan driver's license.

PHYSICAL REQUIREMENTS

Must be able to perform essential job functions, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

WORKING CONDITIONS

Work is performed in a normal office environment and various sites throughout the community.

2023 Estimated Costs per Deductions
Employee Costs

Communications Manager
Unclassified-Paygrade 12-Step 7

FTE	Wages	TOTAL	Benefits	TOTAL COST
1.0000	86,151.00	86,151.00	47,349.58	133,500.58

Communications Director
Unclassified-Paygrade 15 Step 5

FTE	Wages	TOTAL	Benefits	TOTAL COST
1.0000	97,431.00	97,431.00	56,422.51	153,853.51

Total Cost 20,352.92

Action Request



Committee:	Board of Commissioners
Meeting Date:	06/13/2023
Requesting Department:	Human Resources
Submitted By:	Marcie Ver Beek
Agenda Item:	Community Action Agency Personnel Request

Suggested Motion:

To approve a proposal to change one Assessment & Eligibility Specialist at .75 FTE and universal paygrade 5 to a Grant & Development Coordinator at 1.0 FTE at a universal pay scale 10 for a total cost of \$34,809.

Summary of Request:

In 2022, OCCAA worked with the Department of Strategic Impact to develop the 5 year strategic plan for the agency. It has been recognized that there is not capacity among the team in their current roles and responsibilities to complete these tasks. This new position will transition one of our current part-time Assessment and Eligibility Specialists into a full-time Grant and Development Coordinator, whose primary role will be responsible for the long-term sustainability of the agency.

In addition, there is an opportunity to utilize the staff member's advanced degree to expand agency capacity by overseeing undergraduate and/or graduate-level interns. Having this additional capacity will allow OCCAA to continue working toward the strategic goals, while maintaining the high-level of customer service for our current and new clients.

Financial Information:

Total Cost: \$34,809.00	General Fund Cost:	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:
Grant funds will be reallocated to fund this position.

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

Action is Related to Strategic Plan:

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

Objective: ▼
Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance - 06-06-2023



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Community Action Agency DATE REQUESTED: 5-15-2023

POSITION TITLE: Grant and Development Coordinator ORG CODE: 1120C

DATE NEEDED ASAP

CHECK ONE: Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: _____

Expansion of Existing Hours → From: 30 To: 40 hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: _____

New Position → Number of hours per week requested: _____

Expansion of Existing Hours - please refer to the attached schedule to make this request

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Unclassified

2. Pay Grade: 10

3. Does a current job description exist? Yes No

If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.

4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit you response to a maximum of one page, double spaced.

Please see attached.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. N/A

Provide the revenue line to be amended if this position is approved: N/A

Estimated salary cost (including for the budget year: 25,438.00 (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: 9,371.00 (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

List all additional items associated with this position, including equipment, office modifications, vehicle costs, etc. List as follows: Item description, cost estimate, and justification for additional equipment.

N/A

Additional information:

- **For all approved positions:** the costs associated with this position (revenue, salary, fringe benefits, & equipment) will be entered by Fiscal Services into your budget if the position is approved. The department will not be responsible for this portion of the budget entry.
- Please include all position information on this form and attachments (as noted above). The justification that you submit for this position request should be well thought out and articulated in a way that the committee members who may not be familiar with day to day activities of your area can understand the information you provide. **Please remember to keep the justification to a maximum of one page.**

SIGNED: _____

Jennifer Brozowski

DATE: 5-15-2023

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only

Grant and Development Coordinator Position Justification

In 2022, OCCAA worked with the Department of Strategic Impact to develop the 5 year strategic plan for the agency. In this plan, we identified 5 main goals:

1. Create a brand that clearly conveys who OCCAA is and what services it provides.
2. Utilize impactful data to measure success and inform programs and solutions.
3. Develop strategic partnerships with other organizations.
4. Increase board, volunteer, and client participation.
5. Obtain sustainable and flexible funding streams.

As OCCAA begins to tackle these 5 goals, it has been recognized that there is not capacity among the team in their current roles and responsibilities to complete these tasks. The Grant and Development Coordinator's role will be woven into all 5 of these goals and will be responsible for the long-term sustainability of the agency.

This new position will transition one of our current part-time Assessment and Eligibility Specialists into a full-time Grant and Development Coordinator. The current part-time Assessment and Eligibility Specialist's role has transformed over that last year into other areas such as marketing and program expansion. In addition, there is an opportunity to utilize the staff member's advanced degree to expand agency capacity by overseeing undergraduate and/or graduate-level interns. Having this additional capacity will allow OCCAA to continue working toward all 5 of the goals listed above, while maintaining the high-level of customer service for our current and new clients.

Grant and Development Coordinator

Job Description

Under the supervision of the Community Action Agency Program Director, or the director's designee, plans, organizes, directs, and coordinates all activities of the OCCAA food assistance programs. Develops and promotes marketing materials for the food programs and agency. Explores a variety of funding streams to further program expansion and development, including seeking grant opportunities and managing the grants received. Creates new and improves existing partnerships in the community with an emphasis on data-driven results.

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

- Coordinates all programmatic aspects of the OCCAA food programs (The Emergency Food Assistance Program and Commodities Supplemental Food Program), including funding, marketing, and reporting
- Explores new grant and other funding opportunities for all OCCAA programs and prepares associated applications and reporting requirements for each funding source
- Coordinates development of grant proposals and requests for funds in addition to preparation of appropriate reports for funding sources
- Develops outcome measures, collects, and analyzes customer service and programmatic data, and reports to the community as it pertains to national performance indicators required by the Community Services Block Grant
- Works with the Program Director and community partners on the elements of the Community Needs Assessment and outcomes to drive new and existing programs
- Provides direct supervision for undergraduate or graduate-level interns, including selection, training, scheduling, and provision of work assignments; performance management; administration of policy and procedure; and other supervisory functions.
- Identifies data regarding underserved populations and develops outreach and communications strategies and programs targeted to them.
- Collaborates with local community agencies to identify partnerships and opportunities for program development strategies
- Maintains all required information in the FacsPro database or empowOR database, per Michigan Department of Human Services/Bureau of Community Action & Economic Opportunity official policy outlined in the Community Services Program manual (CSPM).
- Performs other related duties as assigned.

Required Education, Training and Experience

- Possession of a bachelor's degree in a health, human service or management-related area of study required. Master's degree in public health, social work, or human services-related area strongly preferred. Three years professional experience in a human service and/or program coordination capacity. Previous leadership experience and grant writing experience strongly preferred.
- Possession of a valid State of Michigan driver's license.

**Additional Requirements and Information
Required Knowledge and Skills:**

- Working knowledge of statutory and regulatory requirements governing the confidentiality of patient health information, including the provisions of HIPAA.
- Good working knowledge of grant writing, application, management, and evaluation process.
- Good working knowledge of case management and documentation principles and practices.
- Computer literacy, including good user knowledge of word-processing, spreadsheet, database, and Internet applications software.
- Knowledge of other community resources available to client populations.
- Good interpersonal and verbal and written communications skills.
- Ability to interact effectively, positively, and objectively with clients and their families, co-workers, contractors, state and federal auditors, community representatives, and members of the general public from widely diverse cultural and socio-economic backgrounds and with varying levels of interpersonal and communications skills
- Ability to provide empathy and support to community members in adverse situations.
- Passion for community-based services in underserved populations.
- Ability to generate innovative ideas for program promotion and expansion.
- Strong problem-solving abilities and conflict resolution skills.
- Adaptability to change.
- Desire for professional, personal, and team development.

Physical Requirements:

Ability to access all county locations. Ability to enter and retrieve information from a computer. Ability to travel in state and out of state, on occasion, for relevant training, conferences, and/or program promotion.

Working Conditions:

Works in office conditions and travels throughout the county to promote agency programming and/or attend necessary training and conferences.

Grant and Development Coordinator

Job Description

Under the supervision of the Community Action Agency Program Director, or the director's designee, plans, organizes, directs, and coordinates all activities of the OCCAA food assistance programs. Develops and promotes marketing materials for the food programs and agency. Explores a variety of funding streams to further program expansion and development, including seeking grant opportunities and managing the grants received. Creates new and improves existing partnerships in the community with an emphasis on data-driven results.

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

- Coordinates all programmatic aspects of the OCCAA food programs (The Emergency Food Assistance Program and Commodities Supplemental Food Program), including funding, marketing, and reporting
- Explores new grant and other funding opportunities for all OCCAA programs and prepares associated applications and reporting requirements for each funding source
- Coordinates development of grant proposals and requests for funds in addition to preparation of appropriate reports for funding sources
- Develops outcome measures, collects, and analyzes customer service and programmatic data, and reports to the community as it pertains to national performance indicators required by the Community Services Block Grant
- Works with the Program Director and community partners on the elements of the Community Needs Assessment and outcomes to drive new and existing programs
- Provides direct supervision for undergraduate or graduate-level interns, including selection, training, scheduling, and provision of work assignments; performance management; administration of policy and procedure; and other supervisory functions.
- Identifies data regarding underserved populations and develops outreach and communications strategies and programs targeted to them.
- Collaborates with local community agencies to identify partnerships and opportunities for program development strategies
- Maintains all required information in the FacsPro database or empowOR database, per Michigan Department of Human Services/Bureau of Community Action & Economic Opportunity official policy outlined in the Community Services Program manual (CSPM).
- Performs other related duties as assigned.

Required Education, Training and Experience

- Possession of a bachelors degree in a health, human service or management-related area of study required. Master's degree in public health, social work, or human services-related area strongly preferred. Three years professional experience in a human service and/or program coordination capacity. Previous leadership experience and grant writing experience strongly preferred.
- Possession of a valid State of Michigan driver's license.

**Additional Requirements and Information
Required Knowledge and Skills:**

- Working knowledge of statutory and regulatory requirements governing the confidentiality of patient health information, including the provisions of HIPAA.
- Good working knowledge of grant writing, application, management, and evaluation process.
- Good working knowledge of case management and documentation principles and practices.
- Computer literacy, including good user knowledge of word-processing, spreadsheet, database, and Internet applications software.
- Knowledge of other community resources available to client populations.
- Good interpersonal and verbal and written communications skills.
- Ability to interact effectively, positively and objectively with clients and their families, co-workers, contractors, state and federal auditors, community representatives, and members of the general public from widely diverse cultural and socio-economic backgrounds and with varying levels of interpersonal and communications skills
- Ability to provide empathy and support to community members in adverse situations.
- Passion for community-based services in underserved populations.
- Ability to generate innovative ideas for program promotion and expansion.
- Strong problem-solving abilities and conflict resolution skills.
- Adaptability to change.
- Desire for professional, personal, and team development.

Physical Requirements:

Ability to access all county locations. Ability to enter and retrieve information from a computer. Ability to travel in state and out of state, on occasion, for relevant training, conferences, and/or program promotion.

Working Conditions:

Works in office conditions and travels throughout the county to promote agency programming and/or attend necessary training and conferences.

2023 Estimated Costs per Deductions
Employee Costs

Assessment & Eligibility Specialist
Group T-Paygrade 5-Step 2

FTE	Wages	Benefits	TOTAL COST
0.7500	32,437.00	27,944.49	60,381.49

Grant & Development Coordinator
Unclassified-Paygrade 10 Step 1

FTE	Wages	Benefits	TOTAL COST
1.0000	57,875.00	37,315.56	95,190.56

Total Cost 34,809.07

Action Request



Committee: Board of Commissioners

Meeting Date: 06/13/2023

Requesting Department: Human Resources

Submitted By: Marcie Ver Beek

Agenda Item: Clerk/Register of Deeds Personnel Request

Suggested Motion:

To approve a proposal to change one, 1.0 FTE full-time, benefited Elections Coordinator position at universal paygrade 10 to a Elections Supervisor at universal paygrade 12 for a total cost of \$11,555.

Summary of Request:

The Elections Coordinator position has taken on new responsibilities over the past two years due to the public's interest in election security and election management. These demands have increased Freedom of Information Action requests that are extensive in nature, increased the need for transparency and public education through social media outlets, advanced the management of an electronic campaign finance system and the need for a .gov election results page, and implemented the management of GPS tracking devices of election results. Additionally, the elections team has grown by two positions since January 2022 which has added the additional responsibilities of supervision including the selection, hiring and termination, training, scheduling and provision of work assignments; performance management; administration of policy and procedure; and administration of discipline.

With the passing of Proposal 2-2022, Ottawa County is looking to partner with our 23 local jurisdictions and the Elections Supervisor will also be monitoring the implementation of early voting throughout Ottawa County. With these additions and the higher level of responsibility needed to perform these roles, we are requesting to upgrade the current position to an Elections Supervisor at a paygrade 12 to provide these services.

Financial Information:

Total Cost: \$11,555.00	General Fund Cost: \$11,555.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Vacancy savings in elections budget.

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

Action is Related to Strategic Plan:

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

Objective: Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Goal 4, Objective 4: Examine opportunities for increased cooperation and collaboration with local government and other partners.

Administration: Recommended Not Recommended Without Recommendation
County Administrator:

Committee/Governing/Advisory Board Approval Date: Finance - 06-06-2023



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: Clerk/Register's Office DATE REQUESTED: 06/06/2023

POSITION TITLE: Elections Supervisor ORG CODE: 2620

DATE NEEDED _____

CHECK ONE: Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: _____

Expansion of Existing Hours → From: _____ To: _____ hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: _____

New Position → Number of hours per week requested: _____

Expansion of Existing Hours - please refer to the attached schedule to make this request

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: Unclassified

2. Pay Grade: 12

3. Does a current job description exist? Yes No

If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.

4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit you response to a maximum of one page, double spaced.

See action request.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. _____

Provide the revenue line to be amended if this position is approved: _____

Estimated salary cost (including for the budget year: _____ (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: _____ (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

List all additional items associated with this position, including equipment, office modifications, vehicle costs, etc. List as follows: Item description, cost estimate, and justification for additional equipment.

no additional equipment costs.

Additional information:

- **For all approved positions:** the costs associated with this position (revenue, salary, fringe benefits, & equipment) will be entered by Fiscal Services into your budget if the position is approved. The department will not be responsible for this portion of the budget entry.
- Please include all position information on this form and attachments (as noted above). The justification that you submit for this position request should be well thought out and articulated in a way that the committee members who may not be familiar with day to day activities of your area can understand the information you provide. **Please remember to keep the justification to a maximum of one page.**

SIGNED: _____

DATE: _____

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only

2023 Estimated Costs per Deductions
Employee Costs

Clerk's Office

			FTE	Wages	Benefits	TOTAL COST
Elections Coordinator	Upgrade	Unclass 10, step 1	1.0000	57,875.74	43,140.47	101,016.21
Elections Supervisor		Unclass 12, step 1	1.0000	66,262.04	46,309.37	112,571.41
					Cost	11,555.20

Election Supervisor– Clerk/Register’s Office

Position Description:

Under the direction of the County Clerk and Chief Deputy Clerk, supervises all elections held within the county. Ensures substantive and procedural compliance with all federal, state, and local statutes and regulations governing elections. Coordinates the staging of elections with local unit clerks, school boards, and other entities that elect candidates to office and/or submit millages, Provides technical support for all cities, townships, school districts and special districts within Ottawa County. Performs a variety of functions required to ensure fair, free, accurate and cost-effective elections.

Education, Training, and Experience:

Bachelor’s Degree or at least five (5) years relevant experience in public administration, business administration, business information systems, political science, or other relevant field. At least two (2) years of elections experience, including at least one (1) year as a supervisor; or an equivalent combination of education and experience.

Essential Job Functions:

1. Develops, designs, and implements plans for local, county, state, and federal elections in accordance with the Michigan elections calendar. This includes the preparation of unscheduled election events such as possible recounts, recalls, and local initiatives.
2. Provides direct supervision for subordinate staff, including participation in selection, hiring and termination; training, scheduling and provision of work assignments; performance management; administration of policy and procedure; and administration of discipline. Identifies goals and objectives for subordinate staff and provides staff access to training and development opportunities to facilitate professional and personal growth.
3. Receives and responds to requests for information and Freedom of Information Act requests from local candidates and the general public. Reviews ballot petitions for substantive and procedural compliance in preparation for verification of signatures. Trains and supervises staff to receive filings and petitions. Determines eligibility for placement on ballot in accordance with Michigan election law.
4. Receives and reviews campaign finance and filing documents. Trains and supervises staff to receive campaign finance documents. Notifies candidates of errors, omissions, required corrections, and filing deadlines. Collects filing fees, fines, and additional charges.
5. Responsible for the preparation and timely posting of all legal notices pertaining to elections in compliance with State and Federal regulations. Trains and supervises staff to prepare these notices in coordination with all applicable local governments, school districts, and special districts.
6. Maintains the county voter registration database, processing new registrations and inputting address and other changes from amended registrations. Distributes updated voter registration lists to local election jurisdictions and prepares quarterly invoices to the state for voter registration processing fees.
7. Oversees and maintains all election equipment in Ottawa County. Coordinates with local units of government and equipment vendor for repair, replacement, and procurement of additional devices. Trains and supervises staff to provide emergency maintenance on election equipment before and during election days. Provides public accuracy testing of voting equipment in all 23 local jurisdictions.

8. Programs election software to produce ballots for approximately 150 ballot styles across 110 precincts, and to accumulate all precincts into single canvassed statement of votes, and in a format that will upload to county website for Election Night results reports
9. Prepares requests for bids for the printing of ballots and purchasing of other election supplies and materials. Negotiates pricing for and orders all precinct election supplies and operating supplies for voting equipment in each local jurisdiction for every election. Distributes all ballots, supplies and materials to local jurisdictions.
- 10. Oversees the coordination of all countywide early voting operations instituted by Proposal 2022-2, by collaborating with the early voting coordinator, the 23 local jurisdictional clerks and the Michigan Bureau of Elections.**
11. Develops, revises, and updates all election training materials for local election officials and precinct workers in accordance with State and Federal election law. Responsible for conducting election worker re-certification training for nearly 1,000 election workers every two years.
12. Develops, designs, authors and publishes emails, social media posts, brochures, reports and other informational media pertaining to voter and election information within Ottawa County, targeting a variety of audiences for both internal and external distribution.
13. Serves as the administrative assistant to the County Election Commission, School District Election Coordinating Committees and County Board of Canvassers. Serves as liaison between 23 local jurisdiction clerks and the Michigan Bureau of Elections.
14. Performs other functions as assigned.

Action Request



Committee:	Board of Commissioners
Meeting Date:	06/13/2023
Requesting Department:	Clerk/Register of Deeds
Submitted By:	Marcie Ver Beek
Agenda Item:	Clerk/Register of Deeds Personnel Request

Suggested Motion:

To approve a proposal to upgrade the one, 1.0 FTE Full-time, benefited Chief Deputy Register of Deeds (Unclassified) position from a universal paygrade 13 to a universal paygrade 14 for a total cost of \$3,838.

Summary of Request:

The Chief Deputy Register of Deeds position has significantly evolved since the Clerk and Register of Deeds offices combined in 2013. This position now oversees the entire Vital Records Division, along with the Register of Deeds Division, and is also the recording secretary in the Clerk/Register of Deeds office for the Board of Commissioners. This includes attending all Board of Commissioners meetings, and committee meetings, and preparing and distributing all the minutes from the meetings. This also includes, finalizing all Contracts and Resolutions that the Board approves. This position also manages the Board Appointments process, including setting up interviews for all open positions.

Financial Information:

Total Cost: \$3,838.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

This can be funded by budgetary savings and no additional appropriation is required.

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

Action is Related to Strategic Plan:

Goal:

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

Objective:

Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration:

County Administrator:

Recommended

Not Recommended

Without Recommendation

Committee/Governing/Advisory Board Approval Date:

Finance - 06-06-2023



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

DEPARTMENT: _____ DATE REQUESTED: _____

POSITION TITLE: _____ ORG CODE: _____

DATE NEEDED _____

CHECK ONE: Full-Time Benefitted

Part-Time Benefitted

New Position → Number of hours per week requested: _____

Expansion of Existing Hours → From: _____ To: _____ hrs/week

Non-Benefitted, Temporary → Duration of Temporary Position: _____

New Position → Number of hours per week requested: _____

Expansion of Existing Hours - please refer to the attached schedule to make this request

GENERAL INFORMATION:

1. Bargaining Unit/Benefit Group: _____

2. Pay Grade: _____

3. Does a current job description exist? Yes No

If no, please attach a one-page, proposed job description and a description of anticipated duties to this form.

4. Justification for establishing this additional position. Please explain rationale for requesting this position including background for this position, additional workload in department that needs to be covered, where is the additional funding for this position coming from, as well as the impact to the department. Please limit you response to a maximum of one page, double spaced.

COST INFORMATION:

Additional source of revenue (in percentage) to support this position. _____

Provide the revenue line to be amended if this position is approved: _____

Estimated salary cost (including for the budget year: _____ (department to request amount from H/R)

Estimated fringe benefit cost for the budget year: _____ (department to request amount from H/R)



COUNTY OF OTTAWA

New Position Request Form

Please print form and return to the Human Resources Department

List all additional items associated with this position, including equipment, office modifications, vehicle costs, etc. List as follows: Item description, cost estimate, and justification for additional equipment.

Additional information:

- **For all approved positions:** the costs associated with this position (revenue, salary, fringe benefits, & equipment) will be entered by Fiscal Services into your budget if the position is approved. The department will not be responsible for this portion of the budget entry.
- Please include all position information on this form and attachments (as noted above). The justification that you submit for this position request should be well thought out and articulated in a way that the committee members who may not be familiar with day to day activities of your area can understand the information you provide. **Please remember to keep the justification to a maximum of one page.**

SIGNED: _____

DATE: _____

BUDGET DATA: _____

Fiscal Services Department Use Only

CONTROL #: _____

Fiscal Services Department Use Only



Chief Deputy Register of Deeds

SALARY RANGE

\$36.47 - \$47.41 Hourly
\$75,863.32- \$98,622.68 Annually

JOB DESCRIPTION:

Under the direction of the County Clerk / Register of Deeds, manages the daily operations of the Register of Deeds and Vital Records Office. Supervises the activities of clerical/technical employees engaged in detailed research and examination of legal documents for conformity to the recording and indexing requirements of Chapter 53 of the Michigan Compiled Laws. May perform any and all functions of the Register of Deeds as delegated by the latter under the provisions of MCL 45.41. Recording Secretary to the Board of Commissioners, by performing secretarial and stenographic functions, including taking, preparing, and distribution of minutes for the Board of Commissioners meetings, including committees, work sessions, and other meetings where a quorum of commissioners is present or as directed.

ESSENTIAL JOB FUNCTIONS:

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

1. Provides direct supervision for staff, including selection, hiring, coaching, training, identifying goals and objectives, scheduling of work assignments, performance management, administration of policy and procedures, disciplinary recourse and termination.
2. Develops, implements, administers, updates, and modifies operating policies and procedures to ensure continuing substantive and procedural compliance with new and amended federal, state, and local statutes and ordinances, judicial precedents, and administrative rulings.
3. Designs, develops, modifies, and updates and/or directs the modification and updating of training manuals and other training and reference materials for employees.
4. Collaborates with staff to analyze and evaluate departmental performance data in order to improve customer services and increase the accuracy, security, and retrievability of records.
5. Oversees operating budgets and administers the financial operations of the office, preparing invoices for recording fees, charges for services rendered to internal and external customers, and other receivables; payment vouchers for monthly transfer tax accumulations, remonumentation costs, purchases of office operating supplies; and other payables.
6. Balances accounts and prepares financial statements and reports for Fiscal Services and for external funding agencies.
7. Develops and participates in the presentation of the annual operating and capital budget requests.
8. Develops requests for proposals for land records management technology, review and selection of vendors, project installation and software customization, testing and implementation, and training of users.

9. Serves as network administrator for the Register of Deeds land records management system and Vitals management system, collaborating with Information Technology and contracted software vendor to analyze problems and develop and apply patches and fixes.
10. Interprets substantive and procedural provisions of the Michigan Compiled Laws, Uniform Commercial Code, judicial precedents, administrative rules and regulations and other federal, state and local statutes, ordinances and regulations governing the documentation of real property ownership and the disposition of income arising therefrom for employees, property owners, attorneys, title companies, financial institutions, taxing jurisdictions, other parties and the general public.
11. Administers redemption of Sheriff's Deeds, receiving and recording payments, and recording redemption certificates.
12. Assists staff in responding to questions, complaints, and challenges from overtly hostile, aggressive and/or disruptive customers at the counter.
13. Serves as Recording Secretary to the Board of Commissioners by recording minutes of meetings, transcribing, and proofreading minutes, sending draft minutes to proper recipients by established deadlines, and maintains and updates public notice boards and publishes in newspapers the various Boards and Commissioners that the County Clerk is responsible for in compliance with the Open Meetings Act.
14. Manages the Board Appointments process. Coordinates the interviews and appointing for 28 different Boards and Committees throughout the County.
15. Performs other functions as assigned to ensure the fast, accurate and cost-efficient recording of legal documents pertaining to real and personal property as required by the Michigan Compiled Laws.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

Bachelor's degree in business or public administration, management, business information systems, office management, records management, finance or other relevant field and four years of progressively responsible experience in real property records management, including at least two years of supervision, or an equivalent combination of education and experience. Two years of local government experience is strongly preferred.

ADDITIONAL REQUIREMENTS AND INFORMATION:

Required Knowledge and Skills:

1. Thorough working knowledge of the substantive and procedural requirements, rules and regulations governing the recording of documents establishing and/or conveying legal ownership of, rights in and/or claims against real and personal property in the state of Michigan, including, but not limited to, the Uniform Commercial Code and Michigan Compiled Laws Chapter 53.
2. Thorough working knowledge of management and supervisory principles and practices.
3. Thorough working knowledge of the principles and practices of fund accounting and public finance and administration.
4. Thorough working knowledge of budget development and control principles and practices.
5. Thorough working knowledge of Michigan business law and the Michigan Compiled Laws provisions governing the recording and maintenance of legal documents establishing and/or conveying ownership of, rights in and/or claims against real property, and administration of the Michigan real estate transfer tax.
6. Thorough working knowledge of records management principles and practices.
7. Knowledge of fragile document preservation techniques.
8. Thorough working knowledge of land records management software applications.
9. Thorough working knowledge of word processing, spreadsheet and database management applications software and knowledge of GIS applications.
10. Thorough knowledge of Michigan laws, policies, and procedures regarding processing and issuing of all vital records.

11. Well-developed human relations and interpersonal skills.
12. Team building skills and familiarity with the principles and practices of continuous improvement.
13. Working knowledge of real estate terminology and practices.
14. Excellent organizational skills and the ability to prioritize the workload.
15. Excellent proofreading skills and attention to detail.
16. Ability to quickly and accurately decode information and apply policies, procedures and precedents to new problems.
17. Excellent communications skills and active listening skills.
18. Ability to interact positively and professionally with property owners, real estate professionals, attorneys, officers of the court, local government employees, lien holders, tax protesters, and members of the general public from a wide range of cultural and socio-economic backgrounds and with widely divergent communications skills.
19. Working knowledge of the Robert's Rules of Order.

Physical Requirements:

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

Working Conditions:

Work is performed in a normal office environment, and may entail retrieval and moving of libers (document books) and other items weighing up to 35 pounds.

2023 Estimated Costs per Deductions
Employee Costs

Clerk's Office

			FTE	Wages	Benefits	TOTAL COST
Chief Deputy Register of Deeds	Upgrade	Unclass 13, step 7	1.0000	92,181.70	58,960.14	151,141.84
		Unclass 14, step 6	1.0000	94,848.26	60,131.19	154,979.45
					TOTAL	3,837.60

Action Request



Committee: Board of Commissioners

Meeting Date: 06/13/2023

Requesting Department: Facilities Maintenance

Submitted By: Marcie Ver Beek

Agenda Item: Facilities Department Reorganization

Suggested Motion:

To approve the request to reorganize the Facilities Department at a cost of \$83,339 for Fiscal Year 2023.

Summary of Request:

The requested Facilities Department reorganization aligns the department with industry standards and to be successful in meeting organizational goals, such as proactive planning and response to capital improvement plans.

The remaining cost for Fiscal Year 2023 is \$83,339 and the full reorganization will be included in the Fiscal Year 2024 budget. Additional details are attached.

1. Upgrade Custodian to Lead Custodian
2. Upgrade Custodial Supervisor to Operations Supervisor
3. Upgrade Maintenance Worker to Operations Coordinator
4. Upgrade Project/Compliance Manager to Project/Compliance Coordinator
5. Add Assistant Facilities Director
6. Upgrade Maintenance Technician to Lead Asset Technician
7. Upgrade Housekeeper to Custodian
8. Add Project Assistant

Financial Information:

Total Cost: \$83,339.00	General Fund Cost: \$83,339.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

Fiscal Year 2023 vacancy savings; to be included in Fiscal Year 2024 budget

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

Action is Related to Strategic Plan:

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

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

Objective: Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Goal 4, Objective 1: Conduct activities and maintain systems to continuously improve to gain efficiencies and improve effectiveness.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: 

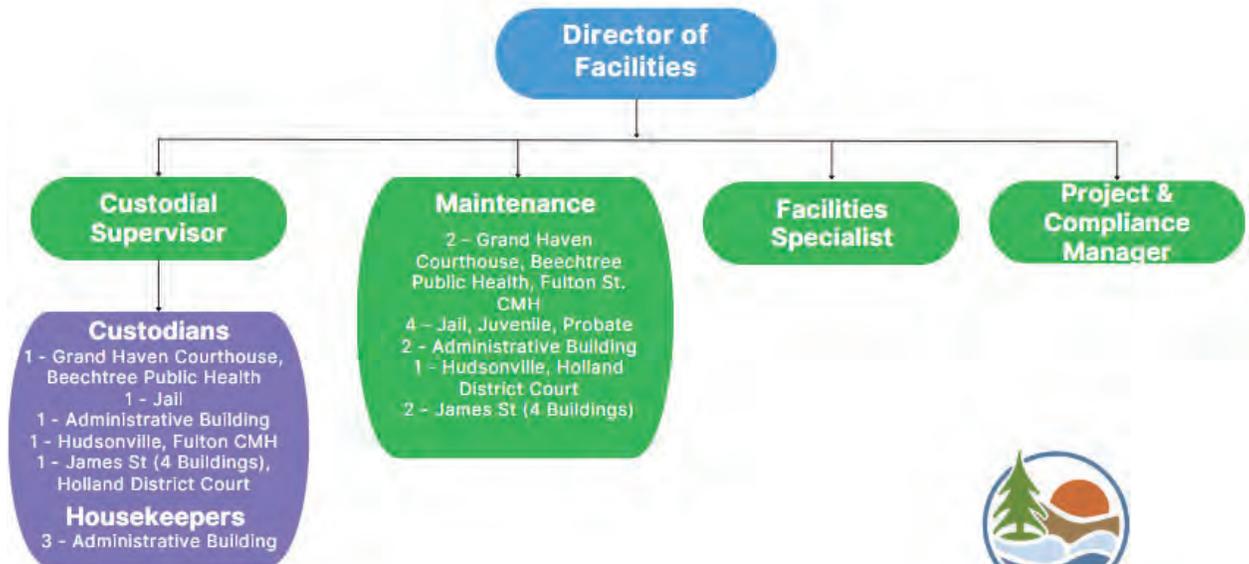
Committee/Governing/Advisory Board Approval Date: Finance - 06-06-2023

Facilities Maintenance Staffing Memorandum

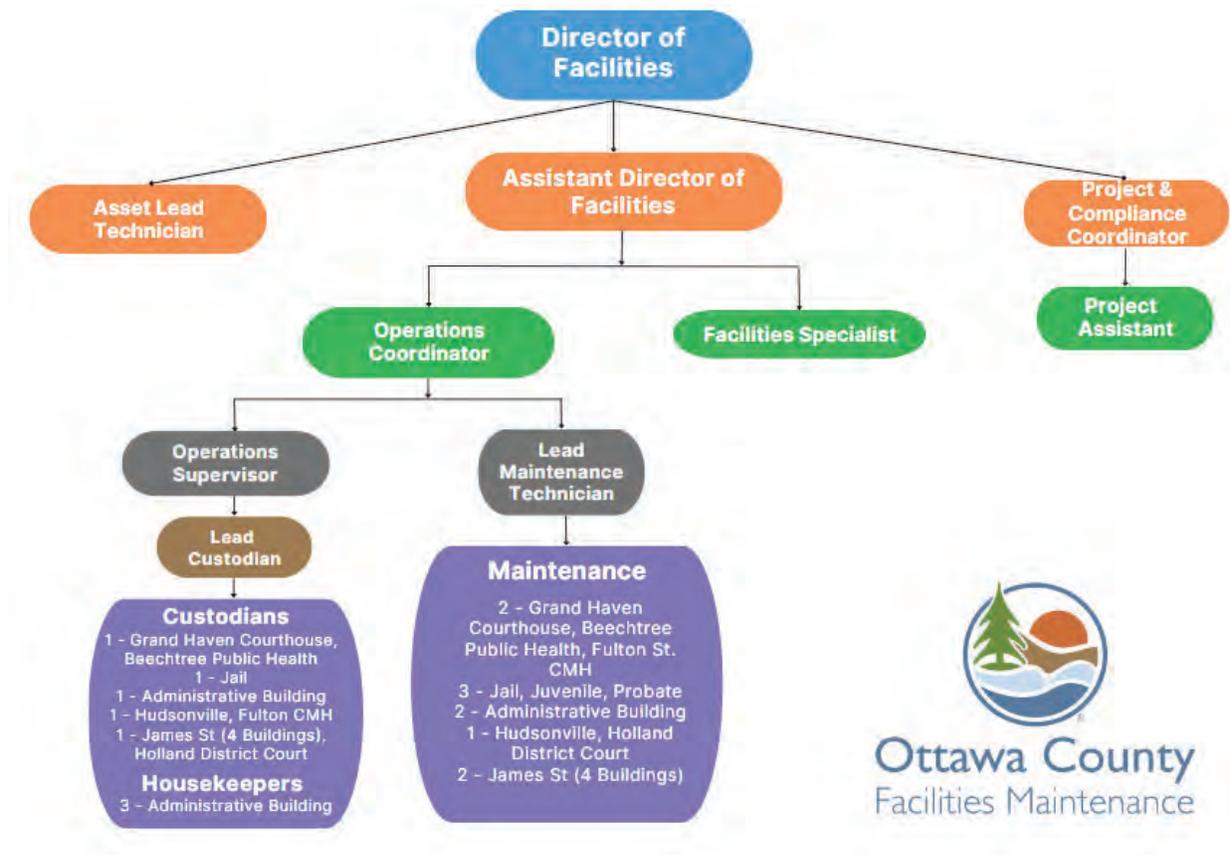
Date: 05/25/2023
From: Blake Upright

Each of the seven positions (Assistant Director of Facilities, Asset Lead Technician, Project & Compliance Coordinator, Project Assistant, Operations Coordinator, Operations Supervisor, and Lead Custodian) requested play a critical role in reaching the following goals of the Facilities and Maintenance Department:

- Completion of Current and Upcoming Capital Improvement Projects
- Decreasing Deferred Backlog
- Accurately Forecasting Future Capital Improvement Projects
- Improved Asset Preventative Maintenance
- Accurate Registry of Assets including Replacement Costs, Average Lifecycle, Condition, Criticality, Capital management, and Other Critical Information to Estimate Longevity
- Providing Superior Customer Service
- Departmental Synergy
- **Current Organizational Structure (Director directly supervises 14 employees)**



New Organizational Structure



The Director will have three direct reports, allowing them to focus on big-picture and large-scale projects while the Assistant Director oversees the day-to-day operations of the department. Additional hierarchy and specific responsibility are delegated to the Operations Coordinator, Operations Supervisor, Lead Custodian, and Lead Maintenance Technician roles. The Asset Lead Technician has a very specific role with the critical responsibility of creating and maintaining a registry of assets, generating preventative maintenance schedules for assets, and assisting in the selection and retirement of assets. The Project Assistant will increase the rate of completion of Capital Improvement Projects by providing office and field support to the Project and Compliance Coordinator.

The new structure eliminates two Maintenance Technicians, the Custodial Supervisor, and Project/Compliance Manager, upgrading them with additional responsibilities to the Operations Coordinator, Lead Asset Technician, Operations Supervisor, and Project/Compliance Coordinator, respectively.

It is imperative that these roles be implemented prior to the start of the upcoming fiscal year to post jobs, interview candidates, and allow employees to acclimate to their new roles before our department begins new Capital Improvement Projects and projects included in our operating budget.

Our department maintains 15 buildings, totaling 751,681 ft². According to the 2022 International Facility Maintenance Association (IFMA) North American Operations and Maintenance Benchmark Report the average maintenance department maintaining 751,681 ft² should have 33 total maintenance staff, including technical trade personnel, supervisors, and administrative support. The requested staffing will increase our maintenance staff from 14 people to 17 people when all positions are filled.

The data derived in this report is based on square footage of a single building or a complex of buildings (like we have at Fillmore). This is unlike our department as we operate at 7 various locations throughout the County. It requires additional time and resources to manage these 7 locations compared to one large complex of similar square footage. The report also separates the building maintenance from the ground's maintenance, currently our maintenance staff do a variety of grounds duties in addition to preventative and reactive maintenance. Our maintenance staff participate in snow removal and landscaping to minimize grounds costs.

Janitorial staffing metrics are also similarly included in the 2022 IFMA Benchmark Report. Per the report, we should have 37 custodians on staff for to cover the 751,681 ft² owned by Ottawa County. Currently, we have 6.4 FTEs on staff for janitorial services and use a subcontractor to cover the housekeeping work in 7 of our buildings. According to the Benchmark Report we are understaffed by 11 people in our custodial division. With the Lead Custodian position and the addition of two FTEs for the Family Justice Center, our custodial deficit will decrease to 9 FTEs.

Attached are the metrics from the International Facilities and Maintenance Organization's 2022 Benchmark Report.

TOTAL STAFF

The total maintenance staff is the summation of technical trade personnel, supervisors and administrative support.

Total Maintenance Staff

Facility Size (RSF)	N	Number of FTEs	RSF per FTE
< 50,000	54	11	3K
50,000 – 100,000	72	11	7K
100,001 – 250,000	90	18	9K
250,001 – 500,000	57	13	29K
500,001 – 750,000	28	15	40K
750,001 – 1,000,000	19	33	28K
1,000,001 – 1,500,000	16	21	60K
1,500,001 – 2,000,000	10	64	29K
2,000,001 – 3,000,000	16	71	35K
> 3,000,000	13	189	45K

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			FTE	Wages	Benefits	TOTAL COST
Upgrade	Custodian	Group T 1, step 7	1.0000	40,833.00	23,650.54	64,483.54
	Lead Custodian	Group T 3, step 6	1.0000	45,007.30	25,308.34	70,315.64
					Cost	5,832.10
Upgrade	Custodial Supervisor	Unclass 5, step 7	1.0000	53,540.24	35,879.80	89,420.04
	Operations Supervisor	Unclass 9, step 4	1.0000	62,224.24	39,154.87	101,379.11
					Cost	11,959.06
Upgrade	Maintenance Worker	Group T 5, step 7	1.0000	53,540.24	40,536.09	94,076.33
	Operations Coordinator	Unclass 14, step 1	1.0000	75,863.32	48,871.82	124,735.14
					Cost	30,658.81
Upgrade	Project/Compliance Mgr	Unclass 11, step 2	1.0000	65,023.40	40,129.08	105,152.48
	Project/Compliance Coordinator	Unclass 14, step 4	1.0000	75,863.32	44,215.43	120,078.75
					Cost	14,926.27
Add	Asst. Fac. Director	Unclass 15, step 1	1.0000	81,185.00	51,846.35	133,031.35
					Cost:	133,031.35
Upgrade	Maint Tech	Group T 7, step 7	1.0000	61,312.94	33,154.53	94,467.47
	Lead Asset Tech	Group T 9, step 6	1.0000	67,654.34	35,672.98	103,327.32
					Cost:	8,859.85
Upgrade	Housekeeper	Temp, Nonbene	0.4800	15,539.50	1,439.17	16,978.67
	Custodian	Group T 1, step 2	1.0000	32,980.48	33,928.18	66,908.66
					Cost:	49,929.99
Add	Project Assistant	Group T 5	1.0000	41,190.24	36,966.15	78,156.39
					Cost:	78,156.39
					TOTAL:	333,353.81
					FY23 cost:	83,338.45

Job Description**Pay Grade 1 Group T**

Under close supervision, provides general labor required for the daily cleaning of assigned facilities. Performs heavy cleaning and routine maintenance of facility grounds, features, fixtures, and furnishings.

Essential Job Functions

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

1. Provides general labor required for the heavy cleaning of public areas, offices, conference rooms, courtrooms, break rooms, restrooms, and hallways in assigned facilities.
2. Cleans, strips, refinishes, and polishes floors, using a variety of power floor care machines and equipment.
3. Cleans floor coverings, using steam cleaners, extractors, and other power equipment.
4. Cleans wall coverings.
5. Washes interior and exterior surfaces of windows.
6. Unplugs drains, toilets, and other plumbing fixtures.
7. Changes light bulbs.
8. Contains and cleans up overflows from plumbing fixtures and bodily wastes and fluids.
9. Removes snow and ice from walkways, stairs, and accessways.
10. Removes trash and recyclables from buildings to external collection containers.
11. Orders custodial cleaning supplies and restroom supplies as necessary to maintain working inventories; receives deliveries of supplies; and properly stores supplies in custodial closets and supply rooms.
12. In cooperation with Maintenance Workers, sets up and tears down meeting and conference rooms for specific uses and events.
13. Assists Maintenance Workers in installing, moving, and adjusting prefabricated partitions and workstations.
14. Performs preventive maintenance for custodial equipment.
15. May provide work direction for Housekeepers, community service workers, jail trustees, and/or contractual custodial workers.
16. May provide landscape and grounds labor in assisting Maintenance Workers with the care of grounds, paved areas, and landscaping forms and features.
17. May perform any and all functions of the Housekeeper classification.
18. Maintains the work area in a neat, clean, and safe condition.
19. Performs all work in accordance with established safety protocols and procedures.

Required Education, Training and Experience

High school diploma or GED combined with one (1) year of progressively responsible custodial experience.

Licenses and Certifications:

Valid Michigan driver's license.

**Additional Requirements and Information
Required Knowledge and Skills:**

1. Reading proficiency in order to read and comprehend written instructions, labels on cleaning compounds, SDS data sheets on other notices.
2. General mathematical skills in order to mix cleaning chemicals and compounds in proper proportions and calculate the required quantities of replacement supplies.
3. Operating knowledge of floor care equipment and proper cleaning, stripping, and refinishing techniques.
4. Operating knowledge of carpet cleaning equipment and proper cleaning techniques.
5. Knowledge of safety and bloodborne protocols.
6. Ability to work as a member of a team.
7. Commitment to providing quality service to the users of County facilities.
8. Ability to interact positively and constructively with coworkers, supervisors, contractors, and members of the general public with diverse cultural and socio-economic backgrounds.

Physical Requirements:

1. Must have sufficient visual acuity, with or without corrective lenses, to identify spills and stains requiring intensive cleaning and/or disinfecting.
2. Must be able to descend to and ascend from floor and ground level several times per day to remove litter and spot clean carpets.
3. Must be able to work with arms extended above shoulder level to dust file cabinets, light fixtures, and other features, fixtures, and furnishings.
4. Must be able to ascend/descend stepladders in order to access features and fixtures located at heights that cannot be reached while standing on the floor.
5. Must be able to operate power and manual floor and carpet cleaning equipment.
6. Must have sufficient strength to remove snow from walkways and other areas with manual shovels as well as with snow blowers.
7. Must be able to lift and move supplies weighing up to 50 lbs with or without mechanical or other assistance.
8. Must be able to tolerate exposure to dirt, dust, mold, mildew, and human wastes, as well as inclement weather during snow season.
9. Must be able to tolerate exposure to custodial cleaning products.
10. Must be able to wear all required safety clothing and equipment.

Working Conditions:

While performing the essential functions of this position the employee is frequently exposed to solvents, detergents, disinfectants; other cleaning compounds; mold, dust, dirt and human wastes; and inclement weather during snow season. Exposure to bloodborne pathogens and other disease vectors is also possible.

Job Description

Pay Grade 9

Under general supervision the Facilities Lead Asset Technician will be to help create and maintain through updates and audits the asset database for the purpose of preventive maintenance, tracking, and sound long-range capital management plans. This role will also act as the lead technician in operating, trouble shooting, and repairing the County's HVAC and BAS systems. Collaborating with and supporting, when necessary, on department projects. This position will play a vital role in the daily planning and forecasting of County wide technical projects that fall under the department's responsibility.

Essential Job Functions

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

1. Provides skilled labor required for the preventive maintenance and repair of building features, fixtures, furnishings and HVAC, plumbing, electrical, mechanical, and electronic systems, and components thereof.
2. Performs scheduled preventive maintenance, changing filters, checking belts and pulleys, and lubricating moving mechanical parts.
3. Repairs or replaces damaged, deteriorated, or obsolete components of building features, fixtures, furnishings and operating systems, including floor, wall, and ceiling coverings; lighting ballasts, electrical switches, and outlets; faucet, sink, and drain traps; and fans and motors.
4. Creates PM schedules in the CMMS system.
5. May coordinate facilities technicians and outside contractors at assigned locations that are undergoing repairs, replacement, or remodeling to include assigning task, reviewing workmanship, and overseeing general job site operations.
6. Trains staff on various PM methods as needed to complete tasks
7. Acts as a Lead on various repairs and projects that are assigned
8. Performs cataloging and documenting of the county assets on a regular basis
9. May maintain building security systems including smoke detectors, fire alarms, locks, and exterior lighting systems. Checks pressure and temperature gauges, Ph levels and other control readings and makes necessary adjustments to maintain operations within established control limits.
10. Follows asset life cycles for forecasting replacements and repairs.
11. Performs condition assessments regularly on equipment and systems.
12. Paints interior, exterior surfaces, as well as installs wall coverings.
13. Repairs and/or replaces damaged, deteriorated, or obsolete roofing.
14. Mows lawns, trims shrubbery and trees; and removes trash, debris, ice, snow and other obstacles and hazards from walkways, parking lots and other paved areas. Installs flowers, shrubs, bushes, trees, and other ornamental plantings; waters and fertilizes plantings; and removes weeds.
15. Repairs and replaces damaged and deteriorated concrete and masonry features.

16. Monitors inventory levels of operating supplies, replacement parts and materials and notifies supervisor when reordering is necessary. Operates tractor.
17. Maintains the work area in a neat, clean, and safe condition. Performs all work in accordance with established safety protocols and procedures.
18. Other duties as assigned.

Required Education, Training and Experience

High School Diploma or GED combined with specific training, coursework or college training in maintenance and repair of building operating systems, controls, building and grounds maintenance along with four (4) years' experience.

Valid Michigan driver's license to operate County work truck.

CFC Certification from an accredited organization.

Additional Requirements and Information

Required Knowledge and Skills:

1. Working knowledge of applied mechanics, hydraulics, pneumatics, electricity, and electronics.
2. Working knowledge of the maintenance construction trades, including painting, carpentry, electrical and electronic repair, plumbing, etc.
3. Federal, state, and local construction, safety, fire, health and sanitation statutes, codes, and ordinances.
4. Working knowledge of landscape and grounds maintenance.
5. Ability to read and interpret blueprints, engineering and architectural drawings and designs, mechanical drawings, engineering and architectural specifications, diagrams, and other specifications.
6. Knowledge of preventive maintenance programs and practices.
7. Working knowledge of the proper use of manual and power tools commonly used in the maintenance construction trades.
8. Thorough working knowledge of MIOSHA, safety protocols and practices, including lock-out/tag-out and various PPE to perform duties.
9. Advanced computer literacy and knowledge of PLC, BAS, CMMS, Microsoft Outlook, and other various software programs.
10. Ability to interact positively and constructively with coworkers, supervisors, contractors, and members of the public with diverse cultural and socio-economic backgrounds.
11. Ability to diagnose and resolve issues while in a complex work environment
12. Industry knowledge to create work processes on assets
13. The ability to create and interpret detailed document language for providing scope of work services.
14. Ability to operate machinery including aerial lifts, hi-lo, tractors, snow removal machines, mowers, and trailers.
15. Ability to operate refrigeration gauges and leak detection equipment.
16. Strong organizational skills

Physical Requirements:

1. Must have sufficient visual acuity, with or without corrective lenses, to visually align components of structural features, equipment, operating systems, etc.; accurately read gauges and take measurements; and identify damage to or deterioration of facility features, fixtures, furnishings, operating systems and components thereof.
2. Must have sufficient visual color discrimination to properly match color-coded pairs of electrical wires.
3. Must have sufficient auditory ability, with or without audiological devices, to hear alarms, other warning signals and vehicle signals indicating backward or forward motion.
4. Must be able to descend to and ascend from floor and ground level several times per day to repair features and fixtures mounted at or near ground/floor level.
5. Must be able to work with arms extended above shoulder level for the entire length of shift to repair or replace features, fixtures, systems and/or components thereof mounted at or above shoulder height.
6. Must be able to ascend/descend ladders in order to access features, fixtures, systems and/or components thereof located in ceilings or on rooftops.
7. Must be able to operate and ride in manlift devices to access rooftops and exterior lighting systems.
8. Must have sufficient manual strength and dexterity to use small hand and power tools.
9. Must be able to lift and move equipment and materials weighing up to 50 lbs with or without mechanical or other assistance.
10. Must have sufficient strength and mobility in wrists, elbows and shoulders to operate power tools commonly used in construction trades.
11. Must be able to tolerate exposure to extreme temperatures; dirt, dust, pollen and other airborne particulates; and inclement weather conditions.
12. Must be able to tolerate exposure to custodial and other chemicals, solvents, adhesives, caulks and other compounds and chemicals commonly used in facilities maintenance.
13. Must be able to enter and maneuver in confined spaces in order to access mechanical rooms and operating systems.
14. Must be able to wear all required safety clothing and equipment.

Job Description

Pay Grade 3

Under the supervision of the Facilities Operations Supervisor, organizes and oversees the daily custodial cleaning and housekeeping of County facilities. Provides work direction for Housekeepers and Custodians. Provides the knowledge, labor, and skillset required for custodial cleaning and the minor maintenance of plumbing and environmental systems and components thereof. Directs staff on reservation requests setups.

Essential Job Functions

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

1. Trains, schedules, and provides work direction for Housekeepers and Custodians.
2. Posts safety data sheets (SDS) and other safety information in County facilities.
3. Provides input in the development of standard operating procedures for custodial services and the department budget.
4. Supervises daily custodial cleaning of public areas, administrative offices, and secure areas of buildings, including the cleaning of floor coverings, wall coverings, modular partitions and workstations, light fixtures, plumbing fixtures, windows, and other fixtures and furnishings.
5. Plans and supervises custodial maintenance projects, including window washing, floor stripping and refinishing of floors, and cleaning of floor coverings.
6. Performs preventive maintenance and emergency repairs of custodial cleaning equipment including rotary floor machines, wet and dry vacuums, and steam cleaners.
7. Orders custodial supplies and equipment.
8. Ensures that grounds, landscaping, walkways, accessways and parking areas are cleared of debris, snow, ice, and other hazards.
9. May perform any or all functions of custodial positions supervised.
10. Participates in the preparing of budgets and contracts as they pertain to custodial services.
11. Creates work schedules for staff
12. Assists in the creating and implementing of a workday scheduling system
13. Utilizes the CMMS for supervision of daily work for staff.
14. May perform various landscape work as necessary.
15. Performs other related duties as assigned.

Required Education, Training and Experience

High school diploma or GED and at least two (4) years progressively responsible experience in custodial cleaning and maintenance, including at least one (1) year as a lead worker or supervisor. Must be willing to respond to emergency situations during both normal working and off-duty hours. Must possess a valid driver's license to operate County vehicle.

Additional Requirements and Information

1. Working knowledge of principles and practices of supervision.
2. Good working knowledge of federal, state, and local safety, health and sanitation statutes, codes, and ordinances.
3. Ability to read and interpret blueprints and diagrams and other specifications.
4. Working knowledge of preventive maintenance custodial programs and practices.
5. Basic knowledge of plumbing, HVAC, mechanical trades, and electrical systems.
6. Working knowledge of OSHA/MIOSHA occupational health and safety rules, regulations, and requirements.
7. Computer literacy and basic knowledge of word-processing and spreadsheet software, as well as email and calendar scheduling programs.
8. Working knowledge of the accessibility and signage requirements of the Americans with Disabilities Act.
9. Ability to complete all duties of the Custodian and Housekeeper job description as this is a working role
10. Ability to interact positively and constructively with coworkers, supervisors, employees, managers, contractors, and members of the public with diverse cultural and socio-economic backgrounds.

Other Requirements

PHYSICAL REQUIREMENTS:

1. Must have sufficient visual acuity, with or without corrective lenses, to visually detect damage, deterioration or defects in structural features, fixtures, furnishings, and operating and security systems.
2. Must have sufficient auditory ability, with or without audiological devices, to hear alarms, other warning signals and vehicle signals indicating backward or forward motion.
3. Must be able to physically inspect floors and floor coverings, and other ground and/or floor-level facility features and fixtures.
4. Must be able to access all areas of facilities to conduct inspections, verify the completion of work, to correct unsafe conditions, and monitor operations.
5. Must have sufficient manual strength and dexterity to operate manual and power tools commonly used in custodial trades.
6. Must be able to lift and move equipment and materials weighing up to 50 lbs. with or without mechanical or other assistance.
7. Must be able to tolerate exposure to extreme temperatures; dirt, dust, pollen, and other airborne particulates; and inclement weather conditions.
8. Must be able to tolerate exposure to custodial and other chemicals commonly used in custodial cleaning and maintenance.
9. Must be able to wear all required protective clothing and equipment.

WORKING CONDITIONS:

While performing the essential functions of this position the employee may be exposed to moving mechanical hazards; electrical hazards; noxious fumes; dust, dirt, and other airborne particulates; a variety of disease agents including bloodborne pathogens; cleaning compounds; solvents; detergents; noise; and other hazards.

This job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee. Duties, responsibilities, and activities may change, or new ones may be assigned at any time with or without notice.

Job Description**Pay Grade 9**

Under the supervision of the Facilities Operations Coordinator, organizes and oversees the daily operating needs of the custodial, event, and grounds services for County facilities. Provides work direction for Housekeepers, Custodians, Grounds crew, contractual custodial workers, jail trustees assigned to custodial cleaning duties, and assigned community service workers. Provides the knowledge, labor, and skillset required for the training and supervision of direct and contracted services.

This is a working supervisory position.

Essential Job Functions

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

1. Creates and administers policies and procedures for; the selection and hiring of; and performance evaluation of employees and vendors engaged in custodial cleaning and maintenance.
2. Trains, schedules, and provides work direction for Housekeepers and Custodians, contractual employees, community service workers and jail trustees.
3. Supervises the contracted vendors for grounds services
4. Provides input in the development of standard operating procedures for custodial services and the department budget.
5. Supervises custodial cleaning of public areas, administrative offices, and secure areas of buildings, including the cleaning of floor coverings, wall coverings, modular partitions and workstations, light fixtures, plumbing fixtures, and other fixtures and furnishings.
6. Oversees custodial maintenance projects, including window washing, floor stripping and refinishing of floors, and steam cleaning of floor coverings.
7. Performs preventive maintenance and emergency repairs of custodial equipment.
8. Provides work direction for contractual pest control, trash and recycling services, and custodial services.
9. Orders custodial and landscape supplies and equipment.
10. Ensures that grounds, landscaping, walkways, accessways and parking areas are cleared of debris, snow, ice, and other hazards.
11. May perform any or all functions of custodial and landscape positions supervised.
12. Participates in the preparing of budgets and contracts as they pertain to custodial and landscape services.
13. Participates in the design and implementation of landscaping projects
14. Creates and maintains a database of information as it pertains to operations
15. Participates in operational projects as assigned
16. Operates the department CMMS system to assign and oversee work loads

17. Must be able to operate various types of equipment including aerial lifts, snow removal equipment, tractors, and mowers.
18. Uses advanced metrics to determine best practices to determine staffing and supply needs.
19. Performs all other duties as assigned

Required Education, Training and Experience

High school diploma or GED and at least two (6) years progressively responsible experience in custodial, landscaping and maintenance services, including at least one (4) year as a supervisor. Must be willing to respond to emergency situations during both normal working and off-duty hours. Must possess a valid driver's license to operate County vehicle.

Additional Requirements and Information

1. Working knowledge of principles and practices of supervision.
2. Good working knowledge of federal, state, and local safety, health and sanitation statutes, codes, and ordinances.
3. Ability to read and interpret blueprints and diagrams and other specifications.
4. Working knowledge of preventive maintenance custodial programs and practices.
5. Basic knowledge of plumbing, HVAC, mechanical trades, and electrical systems.
6. Working knowledge of OSHA/MIOSHA occupational health and safety rules, regulations, and requirements.
7. Computer literacy and intermediate knowledge of word-processing and spreadsheet software, as well as email and calendar scheduling programs.
8. Working knowledge of the accessibility and signage requirements of the Americans with Disabilities Act.
9. Ability to complete all duties of the Custodian and Housekeeper job description as this is a working role
10. Ability to interact positively and constructively with coworkers, supervisors, employees, managers, contractors, and members of the public with diverse cultural and socio-economic backgrounds.

Other Requirements

PHYSICAL REQUIREMENTS:

1. Must have sufficient visual acuity, with or without corrective lenses, to visually detect damage, deterioration or defects in structural features, fixtures, furnishings, and operating and security systems.
2. Must have sufficient auditory ability, with or without audiological devices, to hear alarms, other warning signals and vehicle signals indicating backward or forward motion.
3. Must be able to physically inspect floors and floor coverings, and other ground and/or floor-level facility features and fixtures.

4. Must be able to access all areas of facilities to conduct inspections, verify the completion of work, to correct unsafe conditions, and monitor operations.
5. Must have sufficient manual strength and dexterity to operate manual and power tools commonly used in custodial trades.
6. Must be able to lift and move equipment and materials weighing up to 50 lbs. with or without mechanical or other assistance.
7. Must be able to tolerate exposure to extreme temperatures; dirt, dust, pollen, and other airborne particulates; and inclement weather conditions.
8. Must be able to tolerate exposure to custodial and other chemicals commonly used in custodial cleaning and maintenance.
9. Must be able to wear all required protective clothing and equipment.

WORKING CONDITIONS:

While performing the essential functions of this position the employee may be exposed to moving mechanical hazards; electrical hazards; noxious fumes; dust, dirt, and other airborne particulates; a variety of disease agents including bloodborne pathogens; cleaning compounds; solvents; detergents; noise; and other hazards.

This job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee. Duties, responsibilities, and activities may change, or new ones may be assigned at any time with or without notice.

Job Duties

Pay Grade 5 Group T

Job Description

Under the supervision of the Facilities Project and Compliance Coordinator, provides support for the department. Enters data into the computerized work order system, organizes data for record keeping. Performs site visits to meet with vendors and contractors. Produces reports to assist in tracking progress of projects. Schedules meetings and takes minutes to publish to stakeholders. Reviews scope of work contracts.

Essential Job Functions

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

1. Creates and distributes communications and notices for project and compliance means.
2. Keeps files and data on record to generate reports and schedules.
3. Enter tracking data into Excel workbooks, CMMS, and other project software.
4. File essential documents needed for department in paper and electronic shared drive.
5. Meets with architects, contractors, and vendors on job sites as well as office settings.
6. Performs reviews of workmanship, job sites, and contracts of vendors.
7. Analyzes project bid documents for scope of work accuracy.
8. Performs other office and field support functions as assigned.

Required Education, Training and Experience

High school diploma or GED and one year experience in a project or compliance position requiring accurate data entry and use of Microsoft Office programs.

Additional Requirements and Information**Required Knowledge and Skills:**

1. Working knowledge of office protocols, practices, and procedures.
2. Computer literacy, including folder structures and settings.
3. Understanding of Outlook and navigation of settings.
4. Working knowledge of the Microsoft Excel, Word, and PowerPoint.
5. Accurate keyboarding skills.
6. Excellent customer service skills.
7. Basic knowledge of preventive maintenance programs.
8. Good organizational skills and the ability to prioritize the workload.
9. Ability to anticipate potential scheduling issues.

10. Good interpersonal skills and the ability to work collaboratively in a team environment.
11. Good verbal and written communications skills.
12. Ability to interact positively and professionally with coworkers, elected officials, County administrators, contractors, vendors, and members of the public from a wide range of cultural and socio-economic backgrounds.

Physical Requirements:

Must be able to perform essential job functions with or without reasonable accommodations including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

Working Conditions:

Work is performed in a various settings including general office and construction sites.

Job Description

Pay Grade 14 Unclassified

Under the supervision of the Facilities Director, plans, organizes, and oversees CIP projects assigned. Assists and plans projects for consideration to future CIP needs. Keeps accurate records and manages cost, time, and materials to deliver projects on schedule and within budget. Develops and implements a standard of training and compliance within the department that can be administered across the county and its facilities. Directly responsible for the security and safety systems used by the Facilities Department at all County buildings.

Essential Job Functions

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

1. Serves as the safety coordinator for the department by creating and implementing training requirements for all facilities staff and ensures that employees receive proper training in maintenance procedures for all operating systems and regular OSHA/MIOSHA safety training and licensing.
2. Plans and forecasts departmental needs for consideration in CIP planning and long term initiatives.
3. Implements and executes scheduled County compliance measures.
4. Maintains Safety Data Sheets (SDS) and other safety information in County facilities.
5. Assists in the development of standard operating policies and procedures for the department.
6. Assists in development of the department budget.
7. Develops and oversees projects, estimating time and materials required, scheduling work to minimize disruption to departmental operations.
8. Participates in the planning of major construction, maintenance, and alterations projects, including developing specifications for electrical, electronic, HVAC and plumbing systems.
9. Thorough understanding of project management best practices and the tools used in managing projects.
10. Develops, maintains, and populates project management software.
11. Monitors the work of external contractors to ensure that all work performed complies with contract specifications and instructs contractors to correct noncompliant work.
12. Maintains inventory control for maintenance supplies, replacement parts, tools, and equipment. Determines reorder levels, orders replacement stock as necessary to maintain adequate operating inventory.
13. Inspects structural features, operating systems, grounds and landscaping, exterior lighting systems, walkways, accessways and parking areas to ensure compliance with all codes, ordinances, rules, and regulations including, but not limited to, construction codes and ordinances, electrical and fire safety codes, health and sanitation codes, signage regulations, and accessibility requirements.

14. Is the Site Supervisor for contractors and other staff assigned to facilities as it relates to the CIP projects.
15. Performs other related duties as assigned including but not limited to, preventive maintenance and emergency repairs of electrical, electronic, mechanical, HVAC and plumbing systems.
16. Implements, maintains and audits regularly the building files including the CAD library for all buildings.
17. Provides daily supervision to the project and compliance team.
18. Develops and maintains a database for all licensing and inspections reports
19. Facilitates and maintains emergency policies and procedures
20. Helps support an equitable, safe, diverse and inclusive workplace.
21. Performs other duties as assigned.

Required Education, Training and Experience

High school diploma or GED required. Associate degree or certificate in facility management, construction management, engineering technology or related field and three years progressively responsible maintenance experience, or equivalent combination of education and experience. Must possess a valid Michigan driver's license to operate a county vehicle.

Additional Requirements and Information **Required Knowledge and Skills:**

1. Thorough good working knowledge of electrical, electronic, HVAC, plumbing and mechanical maintenance practices.
2. Good working knowledge of federal, state, and local construction, safety, fire, health and sanitation statutes, codes, and ordinances.
3. Ability to read and interpret blueprints, engineering and architectural drawings and designs, mechanical drawings, engineering and architectural specifications, diagrams, and other specifications.
4. Good knowledge and understanding of project planning, estimating and management principles and practices.
5. Good working knowledge of OSHA/MIOSHA occupational health and safety rules, regulations, and requirements.
6. Excellent organizational skills.
7. Advanced computer literacy and knowledge of word-processing, spreadsheet, and project management software, as well as CMMS systems.
8. Good oral and written communication skills.
9. Working knowledge of the accessibility and signage requirements of the Americans with Disabilities Act.
10. Ability to interact positively and constructively with coworkers, supervisors, employees, managers, contractors, and members of the public with diverse cultural and socio-economic backgrounds.

Physical Requirements:

1. Must have sufficient visual acuity, with or without corrective lenses, to visually detect damage, deterioration or defects in structural features, fixtures, furnishings, and operating and security systems.
2. Must have sufficient auditory ability, with or without audiological devices, to hear alarms, other warning signals and vehicle signals indicating backward or forward motion.
3. Must be able to physically inspect pavement, floors and floor coverings, and other ground and/or floor-level features, fixtures and components of equipment and operating and security systems.
4. Must be able to access all areas of facilities to conduct inspections, verify the completion of work to correct unsafe conditions, and monitor operations.
5. Must have sufficient manual strength and dexterity to operate manual and power tools commonly used in maintenance trades.
6. Must be able to lift and move equipment and materials weighing up to 100 lbs with or without mechanical or other assistance.
7. Must be able to tolerate exposure to extreme temperatures; dirt, dust, pollen and other airborne particulates; and inclement weather conditions.
8. Must be able to tolerate exposure to custodial and other chemicals, solvents, lubricants and other petroleum-based products, paints, and other chemicals and compounds commonly used in facilities maintenance and construction.
9. Must be able to enter and maneuver in confined spaces to access mechanical rooms and operating systems.
10. Must be able to wear all required protective clothing and equipment.

Working Conditions

While performing the essential functions of this position the employee may be exposed to moving mechanical hazards; electrical hazards; noxious fumes; dust, dirt, and other airborne particulates; bloodborne pathogens; cleaning compounds; solvents; detergents; noise; and other hazards.

Disclaimer:

This job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee. Duties, responsibilities and activities may change or new ones may be assigned at any time with or without notice.

JOB SUMMARY:**unclassified pay grade 14**

Under the supervision of the Assistant Facilities Director, plans, organizes, and oversees daily maintenance and repair of structural features, fixtures, furnishings, operating systems, and other features of County facilities. Supervises building maintenance services, including preventive and emergency maintenance of electrical, electronic, mechanical, fire/life safety, roofs, HVAC and other systems and equipment; movement of freight and mail; loading dock operations; installations and maintenance of lawns, plantings and other horticultural features, parking areas and access ways. May provide skilled labor required for the repair of plumbing and environmental systems and components thereof, troubleshoot operating problems in electrical and electronic systems, and determine whether repairs require the services of vendors or maintenance contractors.

REQUIRED KNOWLEDGE AND SKILLS:

1. Thorough working knowledge of the principles and practices of facilities administration, as well as managerial and supervisory principles and practices.
2. Administers policies and procedures for; participates in the selection and hiring of; provides training, schedules, and work direction for; evaluates the performance of and fulfills other supervisory functions for employees engaged in maintenance, preventive maintenance, and repair for County facilities.
3. Supervises daily maintenance and repair for public areas, administrative offices, and/or secure areas of buildings, including the maintenance of floor coverings, wall coverings, modular partitions and workstations, light fixtures, plumbing fixtures, and other fixtures and furnishings.
4. Supervises the daily maintenance of landscaping, walkways, parking areas, and other exterior facility features.
5. Implements preventive maintenance schedules for structural features and fixtures, electrical, electronic, HVAC, plumbing, security, fire/life safety and other operating systems.
6. May perform preventive maintenance and emergency repairs of electrical, electronic, mechanical,
7. Inspects, identifies, and schedules contractual repair or replacement of damaged, deteriorated, or obsolete structural features, operating and security systems and components thereof, grounds, landscape forms, walkways, parking areas and accessways.
8. Ensures that grounds, landscaping, walkways, accessways and parking areas are cleared of debris, snow, ice, and other hazards.
9. Supervises other building operating services including installation and removal of modular workstations and furniture, room set-ups for meetings, presentations, and other events.

10. Receives, assigns, and logs work orders, classifies by level of urgency, estimates time and materials to complete. Monitors disposition of work in progress and closes work orders upon completion of repair and maintenance work in question-
11. Plans and coordinates operational budget projects
12. Collaborates with other facilities staff to achieve project goals
13. Conducts annual condition assessments on county facilities and structures.
14. Prepares and administers policies relevant to the position
15. Contributes in the budget process by preparing estimates for operational needs.
16. Thorough working knowledge of preventive maintenance programs, practices, and protocols. Good working knowledge of electrical, mechanical, and plumbing preventive and emergency maintenance practices.
17. Thorough working knowledge of project planning, estimating and management principles and practices. Ability to read and interpret blueprints; engineering and architectural drawings, designs, diagrams, and specifications; and mechanical drawings.
18. Working knowledge of budget preparation and control principles and practices.
19. Computer literacy and working knowledge of word-processing, spreadsheet, web and email, and project management software.
20. Excellent interpersonal and customer service skills.
21. Thorough working knowledge of OSHA/MIOSHA rules, regulations, and requirements and of the accessibility and signage requirements of the Americans with Disabilities Act.

REQUIRED EDUCATION, TRAINING AND EXPERIENCE:

Associates degree or certificate in facility management, construction management, engineering technology or related field and three years progressively responsible maintenance experience or high school diploma or GED and at least six (6) years progressively responsible experience in facilities maintenance, including demonstrated skill in plumbing and/or HVAC maintenance and repair and at least one (1) years' experience as a lead worker or supervisor. Or an equivalent combination of education and experience.

The incumbent must be willing to respond to emergency situations during both normal working and off-duty hours.

LICENSES AND CERTIFICATIONS:

May be required to obtain and maintain state certification as a pesticide applicator.

Valid Michigan driver's license to operate County work vehicle.

PHYSICAL REQUIREMENTS:

1. Must have sufficient visual acuity, with or without corrective lenses, to visually detect damage, deterioration or defects in structural features, fixtures, furnishings, and operating and security systems.
2. Must have sufficient auditory ability, with or without audiological devices, to hear alarms, other warning signals and vehicle signals indicating backward or forward motion.
3. Must be able to physically inspect pavement, floors and floor coverings, and other ground and/or floor-level features, fixtures and components of equipment and operating and security systems.
4. Must be able to access all areas of facilities to conduct inspections, verify the completion of work to correct unsafe conditions, and monitor operations.
5. Must have sufficient manual strength and dexterity to operate manual and power tools commonly used in maintenance trades.
6. Must be able to lift and move equipment and materials weighing up to 100 lbs. with or without mechanical or other assistance.
7. Must be able to tolerate exposure to extreme temperatures; dirt, dust, pollen, and other airborne particulates; and inclement weather conditions.
8. Must be able to tolerate exposure to custodial and other chemicals, solvents, lubricants and other petroleum-based products, paints, and other chemicals and compounds commonly used in facilities maintenance and construction.

9. Must be able to enter and maneuver in confined spaces to access mechanical rooms and operating systems.

10. Must be able to wear all required protective clothing and equipment.

WORKING CONDITIONS:

While performing the essential functions of this position the employee may be exposed to moving mechanical hazards; electrical hazards; noxious fumes; dust, dirt, and other airborne particulates; bloodborne pathogens; cleaning compounds; solvents; detergents; noise; and other hazards.

Must be willing and able to work weekend and evening shifts to accommodate emergency situations or planned repairs to minimize disruption to programs.

Job Description

Unclassified pay grade 15

Job Description

The Assistant Director of Facilities will support the Director of Facilities in the overall management and operation of the County Facilities Department. This position provides leadership for the development, implementation, and assessment of facility operations short- and long-term objectives including strategic planning, budget development and management, policy and procedures, facility coordination, equipment lifecycle planning, risk management, and program performance standards/evaluations. The Assistant Facilities Director also provides oversight on vendor contracts and sourcing. Also oversees the day-to-day operation of the facilities department budget as well as the Facilities Operations Coordinator.

Essential Job Functions

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

1. Operates as the oversight for all purchase orders and requisitions
2. Develops policies and procedures to attract, retain, reward, and motivate a qualified workforce with the skills and knowledge required to meet the changing needs of the County.
3. Research cost control and quality improvement measures.
4. Collaborates with the Facilities director to sustain, promote, and develop new programs to improve efficiencies.
5. Research alternate funding opportunities for infrastructure improvements
6. Collects, compiles, analyzes, and prepares reports of data required to implement facilities programs and processes.
7. Acts on behalf of the Facilities Director for designated purposes and performs the functions of the Facilities Director in his/her absence.
8. Designs short-term and long-term strategies to achieve continuous improvement and efficiencies in the work order system.
9. Participates in the drafting and presentation of the department's annual report.
10. Participates in the development of the department's annual operating and capital budget requests.
11. Provides direct supervision for subordinate staff, including selection, hiring and termination recommendations; scheduling and provision of work assignments; performance management; administration of policy and procedure; and administration of discipline.
12. Provides long and short-range planning and fiscal management related to facility operations.
13. Provides oversight of building access software for the department
14. Thoroughly vets potential software systems and upgrades to improve facilities operations.
15. Helps support an equitable, safe, diverse and inclusive workplace.
16. Performs other functions as assigned.

Required Education, Training and Experience

Bachelor's Degree in Business Administration, Facilities Management, Project Management or a related field is strongly preferred, combined with five (4) years of progressively responsible experience in nonprofit operations, or an equivalent combination of education and experience.

Additional Requirements and Information

Required Knowledge and Skills:

1. Thorough working knowledge of the County fiscal programs
2. Thorough working knowledge of the principles and practices of public administration.
3. Thorough working knowledge of management and supervisory principles and practices.
4. Thorough working knowledge of the principles and practices of collective bargaining.
5. Thorough understanding and knowledge of contracts and purchasing procedures.
6. Excellent knowledge of the Microsoft Office Suite
7. Excellent computer literacy to perform a wide range of tasks
8. Excellent verbal, written, and interpersonal communication skills.
9. Ability to interact positively and objectively with elected officials, department directors, managers, supervisors, employees, collective bargaining representatives, external consultants, state and federal agency staff, and employees from a wide range of cultural a socio-economic backgrounds.

Physical Requirements:

Must be able to perform essential job functions with or without reasonable accommodations, including, but not limited to, visual and/or audiological appliances and devices to increase mobility.

Working Conditions:

Work is performed in a varied setting from normal office environment to job and construction site locations.

Action Request



Committee: Board of Commissioners

Meeting Date: 06/13/2023

Requesting Department: Human Resources

Submitted By: Marcie Ver Beek

Agenda Item: Community Mental Health Personnel Request Correction

Suggested Motion:

To approve the correction of the Mental Health Prescriber position, at a total cost of \$5,327 paid for with CCBHC grant funds and Medicaid.

Summary of Request:

In December 2022, the Board of Commissioners approve the position of Mental Health Nurse Practitioner. In June 2023, it came to our attention that the position that was requested, needed and filled was that of a Mental Health Prescriber, and that Practitioner and Prescriber titles were being used synonymously. This is a request to move the position to the correct pay scale.

This position is paid for by Certified Community Behavioral Health Clinic (CCBHC) grant funding, and Medicaid. This position is sunsetted and will discontinue if grant funding is eliminated.

Financial Information:

Total Cost: \$5,327.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

CCBHC grant funding & Medicaid

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

Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

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

Objective: Goal 2, Objective 2: Consider initiatives that contribute to the social health and sustainability of the County and its' residents.

Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date: Finance - 06-06-2023

2023 Estimated Costs per Deductions
Employee Costs

Nurse Prescriber

FTE	Wages	Benefits	TOTAL COST
1.0000	104,251.00	56,632.28	160,883.28
1.0000	108,244.00	57,966.65	166,210.65

Cost 5,327.37

Action Request



Committee: Board of Commissioners

Meeting Date: 06/13/2023

Requesting Department: Parks & Recreation

Submitted By: Marcie Ver Beek

Agenda Item: Parks & Recreation request to increase pay for seasonal Stewardship Crew

Suggested Motion:

To approve a request to increase the pay of the seasonal Stewardship Crew to a starting rate of \$16.8795 to attract talent at no additional cost for Fiscal Year 2023.

Summary of Request:

Parks & Recreation request to increase the starting pay rate of the Stewardship Crew to attract talent and due to the need for additional skills, expertise, and education for this position. Seasonal pay rates are adjusted annually based on the percentage increase of minimum wage as set by the Board of Commissioners in 2022.

The number of hours the Stewardship Crew are scheduled will be decreased for the remainder of Fiscal Year 2023 so there is no budget impact for this fiscal year.

Attached is a memorandum with further detail.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

Goal: Goal 2: To Contribute to the Long-Term Economic, Social and Environmental Health of the County.

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

Objective: Goal 2, Objective 3: Consider initiatives that contribute to the environmental health and sustainability of the County and its' residents.

Goal 4, Objective 3: Maintain and expand investments in the human resources and talent of the organization.

Administration: Recommended Not Recommended Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date: Finance - 06-06-2023



MEMORANDUM

Date: May 24, 2023

To: Jason Shamblin

From: Jason Boerger Coordinator of Park Maintenance and Operations, Ottawa County Parks

RE: Stewardship Crew Pay Rate Adjustment

Request:

Reclassify Parks Seasonal Stewardship Crew Worker to increase hourly rate but reduce the number of hours in order to stay within the FY2023 Operating budget.

Background / Justification:

- Stewardship Crew Worker is a skilled position that requires specific training and knowledge; a bachelor's degree is preferred.
- Current classification rate starting at: \$13.2990/hr.
 - Proposed classification rate starting at: \$16.8795/hr.
 - This is the same rate as our Seasonal Supervisor position, which is the only other seasonal position where higher education is preferred.
 - The proposed rate matches seasonal positions with similar skills and qualifications at similar agencies around West Michigan.
 - A survey of similar positions showed a starting rate between \$15 and \$18 per hour.
- The 2023 budget is \$71,820 for 5400 hours (excluding additional payroll benefits/expenses).
 - Proposed pay increase would total \$71,740 for 4250 hours.
 - No Budget adjustment would be required to make this change.
- This proposed change would help to recruit qualified employees and keep the people we have already hired by keeping us competitive with the other agencies hiring similar employees.
- Below is a quick survey of other similar positions in our area:
 - CAKE CISMA: \$16.00/hr.
 - GEI: \$18-\$25/hr.
 - Muskegon CD: \$15.50/hr.
 - Wild Rivers Invasive Species Coalition: \$18.00/hr.
 - Huron Pines (restoration technician): \$15.00-\$17.00/hr.
 - Genesee Conservation District: \$18.00-\$22.00/hr

Action Request



Committee: Board of Commissioners

Meeting Date: 06/13/2023

Requesting Department: Fiscal Services

Submitted By: Karen Karasinski

Agenda Item: FY23 Budget Adjustments

Suggested Motion:

To approve the 2023 budget adjustments per the attached schedule.

Summary of Request:

Approve budget adjustments processed during the month for appropriation changes and line item adjustments.

Mandated action required by PA 621 of 1978, the Uniform Budget and Accounting Act.

Compliance with the Ottawa County Operating Budget Policy.

Financial Information:

Total Cost: \$0.00	General Fund Cost: \$0.00	Included in Budget:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

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

Action is Related to Strategic Plan:

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

Objective:

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

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

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

Administration: Recommended Not Recommended Without Recommendation

County Administrator: 

Committee/Governing/Advisory Board Approval Date: Finance - 06-06-2023

	Fund	Department	Explanation	Revenue	Expense
8-126	General Fund	Sheriff	Reduce revenues & expenses related to the Secondary Road Patrol and Traffic Accident Prevention Program Grant to match award amount. This grant is used for traffic safety patrols from 10/01/22 - 9/30/23. The final award from the State of Michigan was \$266,885, which is lower than our adopted budget.	\$ 6,606	\$ 6,606
8-165	Public Health	Health Department	Increase in FY23 state grant award for the Oral Health Kindergarten Assesment Program grant to actual award amount. The purpose of the grant is to perform an oral health assessment of children entering kindergarten or first grade to help identify dental needs.	\$ 16,628	\$ 16,628
8-380	General Fund	Treasurer	Recognize revenue & appropriate expense for the Adult-Use Marijuana Dispensary funds to actual amount received. State allocation is based on the number of dispensarys in the County (3 @ \$51,841.21).	\$ 43,524	\$ 43,524
8-387	General Fund	Transfers In	Recognize revenue from gain on sales from vehicles sold in FY22. Revenue allocated in funds that purchased the vehicle.	\$ 51,061	
	Parks & Rec	Parks		\$ 5,441	
	Public Health	Health		\$ 68,867	
	Community Policing	Sheriff		\$ 36,857	
8-480	General Fund	Treasurer Contingency	Appropriate funding for new credit card equipment.		\$ 25,390 \$ (25,390)
8-563	CMH-Millage	Community Mental Health	Appropriate expense for the Consumer Residential Assistance program. The program will provide limited financial support to obtain/maintain a stable housing situation, prevent homelessness, and increase accessibility and independence for individuals living in Ottawa County and receiving services thru Community Mental Health. Individuals can apply for the following expenses; security deposits and/or first month's rent, payment of back rent, tenant accommodations, utilities and installation costs, payment of back utility bills and down payment assistnace toward the purchase of a home. Payments will be made directly to the landlord, contractor or company providing the service.		\$ 100,000
8-601	General Fund	Treasurer	Request to transfer wage/fringe budget for K.Snodgrass from General Fund to the Delinquent Tax Fund. In Sept 2022 HR approved the position reclass, this is the move of the budget. Employee was originally funded .30 FTE in the General Fund and .70 FTE in the Delinquent Tax fund. With the position reclass the wage/fringe for the employee will be funded 100% from the Delinquent Tax Fund.		\$ (25,080)
8-1418	General Fund	Administrator Contingency	Appropriate funding for increase in paygrade of the Communications Manager at a paygrade of 12 to a Communications Director at a paygrade of 15.		\$ 20,353 \$ (20,353)
8-1503	Parks & Rec	Parks	Recognize revenue & appropriate expense for the keyless card access system for the Parks facilities and grounds to be funded by an Insurance Authority Risk Prevention grant.	\$ 51,000	\$ 51,000
8-1617	General Fund	Clerk District	Recognize revenue & appropriate expense for reimbursement from State Court Administrative Office for overtime and temporary staffing wages related to implementation of the Automatic Clean Slate Act.	\$ 10,436 \$ 66,548	\$ 10,436 \$ 66,458