

SERVICE CONTRACT
Judicial Services Group, LTD (369080)

AGREEMENT is made this 6th day of August, 2018, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and Judicial Services Group, LTD located at 401 S. Jackson St, Jackson MI 49201 ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

Section 1 - The Contractor will provide civil service processing as detailed in RFP # 7535. (See Attachments A and B).

Section 2 - The Contractor and its employees providing services under this Contract will execute a Confidentiality Agreement with the Washtenaw County Sheriff's Office. (See Attachment C).

Section 3 - The County, through the Sheriff's Office, will grant Special Deputy Sheriff Authority to the Contractor's employees assigned to perform civil service processing under this Contract. Such authority is subject to the sole approval and exclusive discretion of the Sheriff and may be revoked at any time, with or without cause or explanation. In the event that there is a separation of service of a Contractor's employee performing services under this Contract, the Contractor shall immediately notify the Sheriff's Office so that the Special Deputy Sheriff Authority may be formally revoked. (See Attachment D).

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the Contractor will pay the County an amount submitted in accordance with RFP #7535.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Sheriff or his designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the Sheriff and the County Administrator.

Section 4 - The Sheriff and the County may review and inspect the Contractor's activities related to this Contract during the term of this Contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the Sheriff and the County Administrator.

Section 6 - After reasonable notice to the Contractor, the Sheriff and the County may review, only to the extent that they pertain to services provided under this Contract, any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This Contract is for a five (5) year term which begins on August 6, 2018 and ends on August 5, 2023 with an option to extend for two (2) additional one (1) year periods, unless terminated on an earlier date pursuant to Article XVII, below.

ARTICLE V - PERSONNEL

Section 1 - The Contractor will provide the required services and will not assign the services that Contractor is required to provide hereunder without the Sheriff and the County's written approval. However the Contractor may engage or rely upon persons or entities who are not employed by Contractor to provide services that are tangential to the services provided by Contractor's employee, and under the supervision or direction of Contractor's employee (ie. locksmith, towing, moving), without first obtaining the Sheriff's or County's approval.

Section 2 - The Contractor will not hire or use any current Washtenaw County Sheriff's Office employee for any of the services required by this Contract without the Sheriff's prior approval. The Contractor and the Sheriff's Office will mutually refrain from soliciting each other's employees for employment during the term of the Contract.

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEPENDENT CONTRACTOR

Contractor shall, at all times, be deemed to be an independent contractor and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. The manner in which services are provided under this Contract shall be determined by the Contractor. However, the Contractor shall direct, control or supervise its employees providing services under this Contract in a manner that appropriately represents the Office of the Sheriff, provides the quality and timeliness of the services expected of the Sheriff and otherwise comports with the responsibilities of the Sheriff pursuant to MCL 600.8321.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

This Independent Contractor Article shall not be interpreted to prevent the Contractor from asserting that its actions are protected by governmental immunity.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Contract resulting in whole or in part from negligent acts or omissions of Contractor or its sub-contractors, employees, agents or representatives.

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this Contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this Contract.

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the certification of insurance evidencing such coverage and endorsements

at least ten (10) working days prior to commencement of services under this Contract. Certificates shall be addressed to the Washtenaw County c/o: Washtenaw County Sheriff's Office 2201 Hogback Road, Ann Arbor MI 48105 and Contract # R - 1212, and shall provide for written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act, to the extent applicable to services provided under this Contract.

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no business interest which would conflict with its agreement to perform the services required by this Contract. The Contractor also promises that, in the performance of this Contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach of this promise, the County may cancel this Contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$13.22 per hour with benefits or \$14.75 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees providing services under this Contract. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2019 and annually thereafter which amount shall be automatically incorporated into this Contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV – NON-SOLICITATION

The Contractor acknowledges that the Community Corrections Division of the Sheriff's Office currently provides offender monitoring/supervision, electronic monitoring, drug/alcohol monitoring and drug/alcohol testing services to the Circuit and District Courts within Washtenaw County. The Contractor agrees that, for the term of this Contract, it shall not solicit the Circuit and District Courts within Washtenaw County to discontinue or curtail the long-standing business relationships and/or service arrangements with Community Corrections with respect to those services previously outlined in this Article. However, this provision does not apply to, and shall not prevent the Contractor from making any bid in response to, any RFP issued by or in Washtenaw County.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This Contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Termination without cause. Either party may terminate the Contract by giving thirty (30) days written notice to the other party.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective local, state or national professional associations and the professional standards and guidelines of the Sheriff's Office.

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this Contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This Contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this Contract is in Washtenaw County, Michigan.


ARTICLE XXII - EXTENT OF CONTRACT

This Contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIII – ELECTRONIC SIGNATURES

All parties to this Contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

 08/23/2018

By: COUNTY CLERK
Lawrence Kestenbaum (DATE)
County Clerk/Register

WASHTENAW COUNTY

By:  08/23/2018
Gregory Dill (DATE)
County Administrator

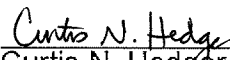
APPROVED AS TO CONTENT:

 8/11/18
By: Jerry L. Clayton (DATE)
Sheriff

CONTRACTOR

 (DATE)
By: John Hays (DATE)
President
Judicial Services Group, LTD

APPROVED AS TO FORM:

By:  08/22/2018
Curtis N. Hedger (DATE)
Office of Corporation Counsel
CURTIS N. HEDGER
CORPORATION COUNSEL

REQUEST FOR PROPOSAL

#7535

CIVIL SERVICE PROCESSING

FOR

Washtenaw County SHERIFF

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Beth A. Duffy, CPPB
Senior Buyer
(734) 222-6761



Proposal Submitted by:

Judicial Services Group, Ltd.

Please type Bidder's Company Name & include as proposal cover



Friday, July 20, 2018, 3:00 PM

Civil Service Processing RFP# 7535

Judicial Services Group, Ltd.

Prepared by:

John Hays, President

Direct



Main (517) 788-8898

john@courtofficer.com

Due: Friday, July 20, 2018 at 3:00 PM

Judicial Services Group, Ltd.
John Hays, President
Vendor No. 369080
401 S. Jackson Street
Jackson, MI 49201

Washtenaw County Purchasing Division
220 N. Main St. Basement
Ann Arbor, Michigan 48104

Attention: RFP Selection Committee,

Judicial Services Group, Ltd., Washtenaw Vendor No. 369080, is excited to respond to your solicitation of competitive proposals to provide Civil Service Processing in Washtenaw County.

We are confident that our technologies, services, delivery of services, and staff are superior to any other provider in the State. JSG's case management system not only tracks each case and process server, it also obtains the actual GPS location at the time a defendant is served, thus providing documented proof of the date, time, and location that the defendant was served. Every document is scanned into our e-filing system which makes the documents accessible anytime and we currently archive documents for 3 years.

Each process server is equipped with a body camera that captures the interaction with the defendant. If there is ever a question about the circumstances surrounding a particular incident, we will have the video to confirm the events.

Judicial Services Group provides various types of civil process services in Branch, Calhoun, Eaton, Hillsdale, Ingham, Jackson, Lenawee, Livingston, and St. Joseph counties. JSG provides process service solutions that offer the best and most proven technologies and services to address its clients' needs. JSG has a clear and concise understanding of the Sheriff's goals, objectives, and requirements as set forth in this RFP. We present this proposal in accordance to the terms, conditions, and specifications listed within the RFP. JSG's services and facilities are in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, and ordinances.

JSG is a well-qualified provider, fully prepared to establish a successful collaboration with the Washtenaw County Sheriff's Office and the County can award this contract to JSG with full confidence that this program will be managed and operated successfully with integrity and compliance with all state statutes, court rules, and federal laws.

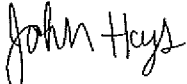
Established Relationship: Judicial Services Group currently contracts with nine Sheriff's Offices in Michigan in addition to 14 Courts for various types of civil process service. JSG has worked in the civil process field since 1992 and has the skills necessary to develop, implement, and operate an effective civil process program for the Washtenaw County Sheriff through excellent performance and flexibility. JSG has shown its commitment to the Sheriffs and Courts we currently provide services for and are confident we will meet or exceed your agency's expectations. The Washtenaw County Sheriff can be assured that JSG will continue to provide the same commitment and dedication to providing a successful program to Washtenaw County if selected for this contract award.

The professional solution proposed in this response outlines state-of-the-art technologies that will provide unsurpassed value to Washtenaw County. It is JSG's belief that the combination of our extensive

experience with civil process, exceptional customer support, and our unique offerings provide the "Best Value" to Washtenaw County for the success of this program.

Please contact me directly with questions.

Sincerely,

A handwritten signature in black ink that reads "John Hays". The signature is written in a cursive style with a large initial 'J'.

John Hays

President

Judicial Services Group

(517) 788-8898

Tab 2- Implementation Overview

JSG's implementation plan for any new client is to meet with the various stakeholders to fully understand the scope of the program and determine the most effective method to implement the Program.

Typical items for discussion:

1. Identify the program stakeholders and operational needs of the program
2. Discuss JSG's staffing options and determine which staff is best suited for the program
3. Establish a transition protocol for the current civil process program
6. Create and review procedures and policies for onsite staff
7. Discuss overall program compliance requirements and with the contract
8. Attend any meetings the Sheriff or County wants JSG's staff to attend

Tab 3 – Company Overview

Judicial Services Group (“JSG”) is a Michigan Corporation with offices located throughout central Michigan. JSG seeks to find Public-Private Partnerships that work! JSG provides a diversity of services to the public, legal, and corporate sectors, as well as services to our State's judiciary and law enforcement.

Since 1992, JSG has provided multi-faceted services to Michigan courts and law enforcement agencies. Among these are: service of civil process; electronic offender monitoring; evidence room audits, court collections for traffic and civil fines and parking violations, probation and other costs, drug testing, fill-in courtroom bailiffs, PBT day reporting, intensive supervision probation, bench warrant service, jail fee collections, new hire employee background investigations for Sheriff Departments, and vehicle immobilization services.

JSG is the vendor for several Courts and Sheriff's Offices principally in south central Michigan. JSG serves thousands of civil process documents each year and monitors hundreds of offenders on GPS and alcohol devices each day. JSG is uniquely qualified to provide service of civil process services to Washtenaw County. The program ramp-up time for JSG will be very short and would only need to review current policies and meet with the program stakeholders in order to begin.

JSG is proud to be an integral part of the judicial system and to provide needed services to a diversity of clients including criminal justice agencies.

JSG's corporate office is located at 401 S. Jackson Street, Jackson, MI 49201; the walk-in hours are Monday – Friday 8AM to 6PM. JSG's principal areas of operation are in South Central Michigan and we have satellite offices in Branch, Eaton, Ingham, Kent, Livingston and Lenawee counties.

JSG's most distinguishing characteristic is the level of personalized customer service we offer. Our unique day-to-day relationships with courts and sheriff's offices in Michigan give us an unparalleled perspective of the benefits of public-private partnerships.

JSG strives to meet or exceed any guaranteed service response times. When any concerns or issues are brought to our attention, JSG immediately addresses the issue and finds a solution satisfactory to our clients. JSG works to resolve any customer inquiries promptly, on the first contact, and we encourage the RFP review team to ask our references about our service delivery, as we are confident you will be extremely pleased with their responses.

Due to the nature of the work performed by JSG for the several Courts and Sheriff's offices we have listed, we carefully seek out any new additions to our staff. This includes personality assessment screening tools, job function assessment screening tools, criminal background investigations and drug screening. Our Financial/HR Manager meets with all new employees to complete the required new-hire verifications to assure that JSG complies with all local, state and federal laws.

JSG strives to recruit, employ and retain the best people and provide equal opportunity at all levels. JSG also provides expert field personnel who have an extensive criminal justice background that enhances communication between JSG staff and our customers. Each employee

is required to read and sign a Non-Disclosure Agreement, addressing the privacy and security of the documents in our possession and any employee required to handle CJIS related documents must complete the LEIN/CJIS Security Awareness Training Certificate Program by the Michigan State Police.

One of our senior staff members train any new employee whose daily job function involves the service of Personal Protection Orders, Evictions, Seizures, and Sheriff sales. They complete an overview of each type of document the employee will be serving. If awarded, the staff members assigned to this program have extensive training and experience with civil process as many of JSG's staff members are former or retired law enforcement officers and they possess a vast array of related training. All staff persons serving any type of civil process is required to pass the Certified Process Server Exam from the Michigan Court Officers, Deputy Sheriffs and Process Servers' Association.

John Hays, the President of JSG, will be the principal person administering the contract and for the first 60 days he will spend considerable time at the Washtenaw Sheriff's office to assure JSG's staff and the various stakeholders have a full and complete understanding of each part of the operation. Following this initial period, **John Hays** will remain responsible for the day-to-day requirements of the contract.

Tab 4 – RFP Terms and Compliance

JSG has read all the terms and conditions contained in the RFP, including sample contract, and the addendums. JSG understands and agrees to comply with said terms and conditions.

JSG certifies our understanding of the County's Equal opportunity Employment and Nondiscrimination Policy and agrees to comply with same.

At the Pre-Bid meeting, JSG raised concerns with some of the RFP specifications. Various Washtenaw stakeholders present participate in that discussion. Due to the need to discuss some of JSG's concerns with the Sheriff or Undersheriff and/or the County's Corporate Counsel answers were not provided prior to the closing date of this bid. JSG would like clarification on these issues prior to executing the contract should it be awarded to JSG.

Addendum A - Qualifications and Staff Profiles

JSG is a privately held company and is financially sound. JSG has experienced growth every year since 1992. During JSG's 25 plus year history it has seen constant improvement with case management technology. Because of our vast experience, JSG is currently a beta test site for a national civil process software design company. This allows JSG's staff to give boots on the ground feedback to the engineering team and in turn, when the product is released to the industry, JSG will be the first service provider in the country to receive it. What this means for Washtenaw County is you are always assured that JSG using the most advanced technology available to track and manage this program.

Management capability is not about what JSG says it will do, it's about what JSG has done in the past and its continuation of successful delivery of civil process services.

The ability of JSG to manage and control programs is proven through its many program successes. The JSG management team has significant tenure and experience in public sector programs bringing together a diverse background of experience within the industry and more importantly, private sector experience in working with the government. If selected for the award, JSG's management team will consistently demonstrate to Washtenaw County its ability to provide oversight and support for the civil process program through strong quality management systems. JSG's management team possesses unrivaled qualifications and in-depth experience that will allow JSG to ensure that all services provided to Washtenaw County continue to successfully meet the specifications for the process server program and services required.

Integrity runs throughout JSG's operation and we are committed to utilizing well qualified and trained dedicated staff as is evidenced by our core values. JSG recognizes that its ability to provide the required and necessary equipment and services is facilitated by the professional relationship and cooperation established and maintained between JSG, its staff, and agency stakeholders. By employing JSG's core values and developing the best people in the industry, JSG uses its law enforcement expertise to develop solutions that meet customer's needs.

All civil process field staff attend a minimum of 8 hours of continuing education each year to make sure they are current with any changes in statutes, court rules, or processes related to the service of civil process.

Key Staff Profiles

JSG's principal staff have been involved in civil process industry since 1992. I invite you to contact those on our reference list as I am confident that they will tell you that our company delivers on any commitment we make.

Our decision to locate our offices near courthouses and sheriff's offices is to make sure that JSG can deliver service in the shortest possible time. While a civil process office can be virtually anywhere, it is best to provide a customer a convenient location for both the government agency and the customer requesting the service.

John Hays is the President of JSG and will be the administrative contact and point person for this project. John has four years of Police Reserve experience and is a Certified Court Officer and Special Deputy Sheriff in several counties. John has extensive hands on experience and has extensive supervision experience with a Fortune 500 company where he supervised over 75 security staff around the State of Michigan.

Mike Greenslade is a Certified Court Officer and special deputy sheriff. Mike began serving civil process for JSG in 1993 and has considerable process service experience. Mike is one of our senior court officers and our FTO officer for new hires.

James Southworth has worked for JSG since 1992 in various capacities, including Office Manager. Jim is a certified court officer and has been involved in Law Enforcement since 1968. Jim began his law enforcement career with the Jackson County Sheriff Department and culminated his career as Director of Public Safety with Blackman Township (Jackson County) in 1988. Jim is a Certified Process Server and is the lead investigator for our law enforcement background investigation service.

Don Moore has worked for JSG for eight years and handles the majority of our Sheriff Foreclosure sales in Lenawee and Livingston counties. Don has 40 years of private security experience and is a Certified Court Officer.

Sally Underwood has worked part-time for JSG for five years. Sally is a retired Lieutenant from the Lenawee County Sheriff's Office with 18 years of law enforcement experience and remains deputized to serve civil process.

Tim Kipp is one of our new staff members. Tim is retired from State of Michigan Department of Correction with 29 years of service. He retired as the Deputy Warden of the Reception and Guidance Center for the Jackson prison. Tim is the senior staff member and special deputy at our Howell office in the Livingston County Sheriff's Office.

Loretta Lawson has extensive experience with accounting and she is JSG's Financial Administrator. Loretta has 30 years of accounting experience. She provides oversight and support to our staff, ensures overall program compliance with contract conditions. Loretta collaborates

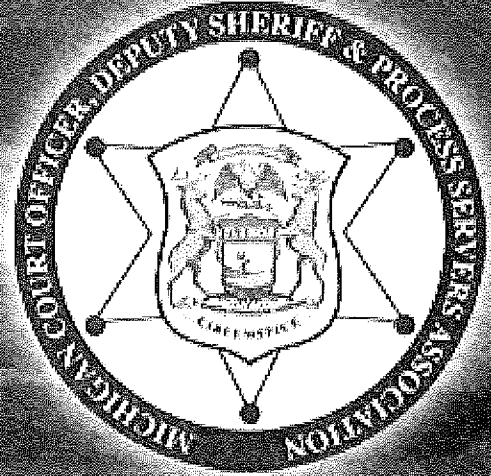
with all team members and management to evaluate program efficiency and suggest increased service capabilities and performs other tasks as deemed necessary to ensure customer satisfaction.

One of her responsibilities would be to provide accurate and timely reports to Washtenaw County based on the agreed upon schedule and answer any questions quickly regarding agency invoices.

Ed Steele is our IT Director. For over 21 years Ed has provided ongoing end-to-end IT Support for JSG. He provides all-inclusive management of our servers, Exchange mail platform and other software platforms. He is responsible in the prevention of failures due to virus attack, power surge events, inexplicable data corruption, software and OS upgrade failure, hard disk failure, Denial of Service attacks (Email and SQL), incorrect configurations and ISP provider issues.

Jeff Kirkpatrick, JSG consultant, brings over 25 years of solid in-depth experience within the civil process industry. Jeff is a Certified Court Officer and Deputy Sheriff in several counties with extensive experience specializing in all types of civil process and in particular, orders to seize property. Jeff is acknowledged as one of the leading experts on civil process in Michigan and has testified as an expert witness regarding civil process on four occasions; three cases in State courts and one federal case. Jeff served on a committee appointed by the Michigan Supreme Court to address the supervision and appointment of court officers, a process that led to the creation of Michigan Court Rule 3.106. Additionally, Jeff is the author of "*Michigan Civil Process Handbook*" and presents regularly for Institute of Continuing Education (ICLE) which is the education provider for the State Bar of Michigan. Jeff will consult with both JSG's staff and the Washtenaw County Stakeholders on an as needed basis.

MICHIGAN COURT OFFICERS' CIVIL PROCESS HANDBOOK



Civil Process and the Law

Jeff Kirkpatrick, CCO

www.mcodsa.com

Security Awareness Training Proof of Completion

- Print this page!
- Print and sign your name in the space below, include the date.
- Provide a copy to your LASO/TAC.

Printed name: John Hays

Signature: *John Hays*

Date: 2/19/18



Security Awareness Training Proof of Completion

- Print this page!
- Print and sign your name in the space below, include the date.
- Provide a copy to your LASO/TAC.

Printed name: DONALD MOORE

Signature: *Donald Moore*

Date: 2/12/18



Security Awareness Training Proof of Completion

- Print this page!
- Print and sign your name in the space below, include the date.
- Provide a copy to your LASO/TAC.



Printed name: Michael J Greenshaw

Signature: *Michael J Greenshaw*

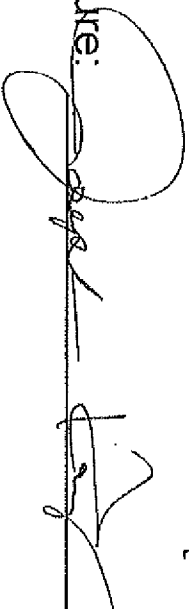
Date: 2/12/18

Security Awareness Training Proof of Completion

- Print this page!
- Print and sign your name in the space below, include the date.
- Provide a copy to your LASO/TAC.

Printed name: Joseph Hay

Signature: _____



Date: 8/13/18



Security Awareness Training Proof of Completion

- Print this page!
- Print and sign your name in the space below, include the date.
- Provide a copy to your LASO/TAC.

Printed name: Jeff Kirkpatrick - Deputy Sheriff

Signature: Jeff Kirkpatrick

Date: 2/10/2018



Addendum B – References and Government Contracts

Branch County Sheriff's Office located at 580 Marshall Rd, Coldwater, MI 49036. Contact Sheriff

Calhoun County Sheriff's Office located at 405 N Winter St, Adrian, MI 49221. Contact Sheriff

Eaton County Sheriff's Office located at 1025 Independence Blvd., Charlotte, Michigan. Contact

Lenawee County Sheriff's Office located at 405 N Winter St, Adrian, MI 49221. Contact Sheriff

Livingston County Sheriff's Office located at 150 S Highlander Way, Howell, MI 48843. Contact

St. Joseph County Sheriff's Office located at 650 E. Main St., Centreville, MI 49032. Contact Sgt.

4th Circuit Court located at 312 S. Jackson Street in Jackson, Michigan. Contact Judge Thomas

12th District Court located at 312 S. Jackson Street in Jackson, Michigan. Contact Tammy Bates

54A District Court located at 124 W. Michigan Ave. Lansing, Michigan. Contact Anethia Brewer

Addendum C – Acceptance of Conditions or Limitations

JSG has no known exceptions to the general terms and conditions of the RFP contract or insurance requirements. However, we do have some clarifying questions and specific concerns with three Articles.

Article III, Section 6, JSG offers numerous services to both private and public entities as such we have considerable internal records that do not and will not relate to this award. JSG has no issue with the requirement set forth in Article 6 as to the records that directly relate to this contract.

Article V, Section 2, JSG agrees not to hire a County employee perform any of the services outlined in the contract without the County's written approval. However, JSG understands that Section 2 would not prevent JSG from hiring a County employee as an employee of JSG for other purposes except the delivery of the services set forth in this contract.

Article XV, JSG does have concerns with this Article. JSG routinely develops documents and creates publications for use within JSG's operation. JSG would be the owner and hold the copyright to any such documents. However, JSG will grant the County access to its documents used in this contract for the term of the contact and for a three year period following the termination of said contract.

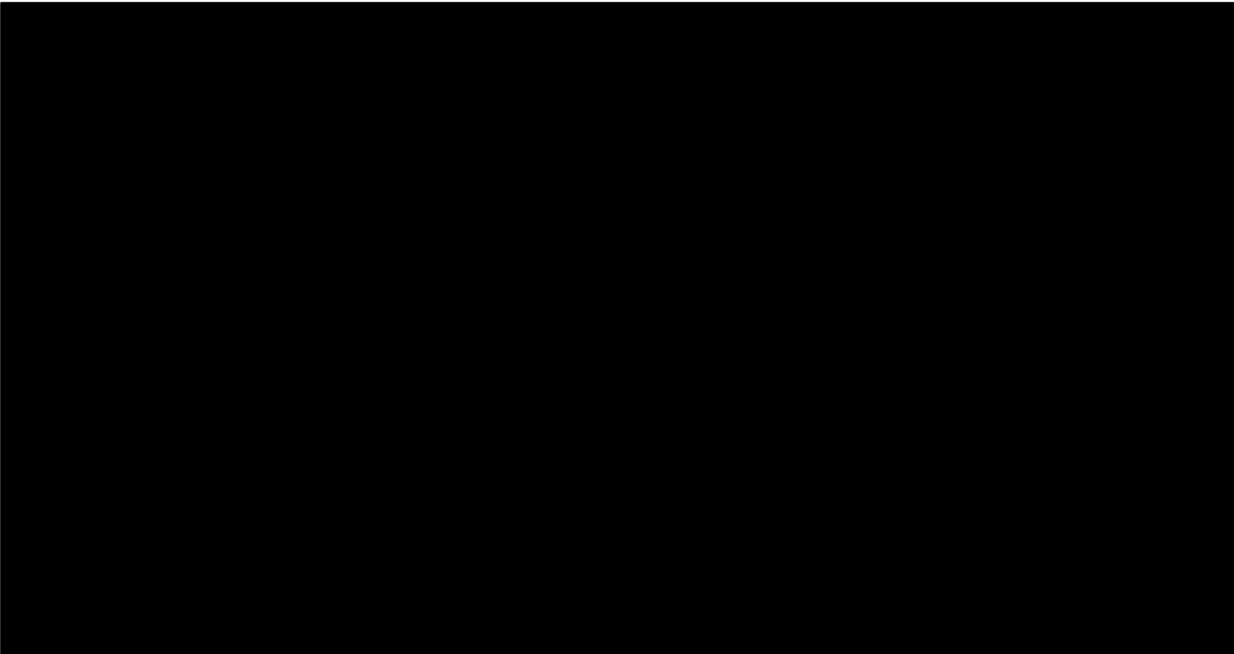
BID #7535 CIVIL SERVICE PROCESSING**PRICE SHEET****Percent Commission Paid to WCSO as a monthly or annual aggregate****_____%****OR****Based on per service performed, including but not limited to the following:**

Service	Amount Paid to WCSO
Personal service of a summons and complaint in a civil action, along with supporting documents, for each defendant	\$2
Personal service of an affidavit of account and statement for each defendant	\$2
A request and writ of garnishment for each garnishee and defendant	\$2
Personal service of an order to seize goods subject to claim and delivery action	\$3
Receiving and filing a bond from or on behalf of a defendant in a claim and delivery action	N/A
An order to show cause, for each person served	\$2
Subpoena on discovery for each person served	\$2
Levy under or service of an order to seize property and any accompanying paper	\$3
Each notice of sale under an order for the seizure of property or construction lien posted in a public place in the city or township	\$2
Order of eviction or a writ for the restitution of premises, for each defendant	\$3
Subpoena directed to a witness, including a judgment debtor	\$2
Civil bench warrant or body execution.	N/A
Service by mail.	\$0
Each verification.	\$1
Each postal change of address verification requested by the plaintiff	\$1

Incorrect address; sworn affidavit required	\$1
Property Seizure	\$3
Foreclosure Sales	\$10
Foreclosure Sales Report	\$0
Foreclosure Adjournments	\$1

These amounts are for the various papers served in Washtenaw County by JSG pursuant to this contract.

Cost Narrative



BID #7535 CIVIL SERVICE PROCESSING

Washtenaw County, Michigan Local Vendor Affidavit

Legal Name of Business Judicial Services Group, Ltd.

Federal Taxpayer Identification Number: 20-5200392

Type of services provided:

Construction

Professional Services

Goods & Services

Physical Address of Business Headquarters and/or Permanent Street Address in Washtenaw County or State of Michigan:

401 S. Jackson St.

/ 401 S. Jackson St.

Headquarters- Street Address

Permanent-Street Address

Jackson, MI 49201

/ Jackson, MI 49201

City, State & Zip

City, State, & Zip

Is this business headquartered in Washtenaw County?

Yes

No

Has this business been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal?

Yes

No

Are this business's local and state tax filings up to date?

Yes

No

If no, please explain: _____

Any material misrepresentation of information in this document will be grounds for denial of certification and exclusion from all Washtenaw County contracts for a period of one (1) year.

The undersigned hereby affirms that the applicant firm believes it is qualified for certification as a Local Vendor, as set forth in the certification guidelines established by Washtenaw County. The undersigned agrees to hold Washtenaw County harmless in any claim arising out of this application or information provided by the applicant and agrees to indemnify Washtenaw County for any liability incurred in connection with this application or with the certification of the applicant firm. Further, the undersigned agrees to inform the County immediately of any changes that result in a change of the certification status of the firm.

BID #7535 CIVIL SERVICE PROCESSING

Judicial Services Group, Ltd.

Name of Business

John Hays - President

Owner or Managing Partner, and Title

John Hays - President

Name of Contact Person, and Title

john@courtofficer.com

Email Address for Contact Person

517-990-6722

Phone Number for Contact Person

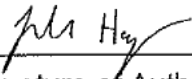

Signature of Owner or Managing Partner, and Title

7/17/18

Date

Washtenaw County Purchasing Department reserves the right to request additional documentation as deemed necessary.

SIGNATURE PAGE

<u></u>	<u>7/17/18</u>
Signature of Authorized Signer	Date
<u>John Hays</u>	<u>20-5200392</u>
Contact Name (Print)	Federal Tax Identification Number
<u>President</u>	<u>Judicial Services Group, Ltd.</u>
Title	Company Name
<u>517-788-8898</u>	<u>401 S. Jackson St.</u>
Office Phone Number	Company Address
<u>[REDACTED]</u>	<u>Jackson MI 49201</u>
Cell Phone Number	City State Zip
<u>john@courtofficer.com</u>	<u>Jackson</u>
Contact Email	County

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.

401 S JACKSON ST JACKSON, MI 49201 (Property Address)

Parcel Number: 4-007600000



Item 1 of 3 2 Images / 1 Sketch

Property Owner: JUDICIAL SERVICES GROUP LTD

Summary Information

> Commercial/Industrial Building Summary > Assessed Value: \$71,300 | Taxable Value: \$62,943
 - Yr Built: N/A - # of Buildings: 1

Owner and Taxpayer Information

Owner JUDICIAL SERVICES GROUP LTD **Taxpayer** SEE OWNER INFORMATION
 401 S JACKSON ST
 JACKSON, MI 49201

General Information for Tax Year 2018

Property Class	COMMERCIAL -- IMPROVED	Unit	50 CITY OF JACKSON
School District	JACKSON	Assessed Value	\$71,300
MAP #	No Data to Display	Taxable Value	\$62,943
USER NUM IDX	1	State Equalized Value	\$71,300
USER ALPHA 1	.	Date of Last Name Change	07/02/2009
USER ALPHA 3	DDA-CITY: DISTRICT 1	Notes	Not Available
Historical District	No	Census Block Group	No Data to Display
USER ALPHA 2	No Data to Display	Exemption	No Data to Display

Principal Residence Exemption Information

Homestead Date No Data to Display

Principal Residence Exemption	June 1st	Final
2019	0.0000 %	-
2018	0.0000 %	0.0000 %

Previous Year Information

Year	MBOR Assessed	Final SEV	Final Taxable
2017	\$65,350	\$65,350	\$61,649
2016	\$61,100	\$61,100	\$61,100
2015	\$64,400	\$64,400	\$64,400

Land Information

Zoning Code		Total Acres	0.200
Land Value	\$30,000	Land Improvements	\$4,246
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	JOHN	Mortgage Code	No Data to Display
Lot Dimensions/Comments	No Data to Display	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
No lots found.		
Total Frontage: 0.00 ft		Average Depth: 0.00 ft

Legal Description

LOT 1 B45 R1E THE ORIGINAL PLAT OF THE VILLAGE OF JACKSONBURG

Land Division Act Information

Date of Last Split/Combine	<i>No Data to Display</i>	Number of Splits Left	<i>Not Available</i>
Date Form Filed	<i>No Data to Display</i>	Unallocated Div.s of Parent	<i>Not Available</i>
Date Created	<i>No Data to Display</i>	Unallocated Div.s Transferred	<i>Not Available</i>
Acreage of Parent	0.00	Rights Were Transferred	Yes
Split Number	0	Courtesy Split	No
Parent Parcel	<i>No Data to Display</i>		

Sale History

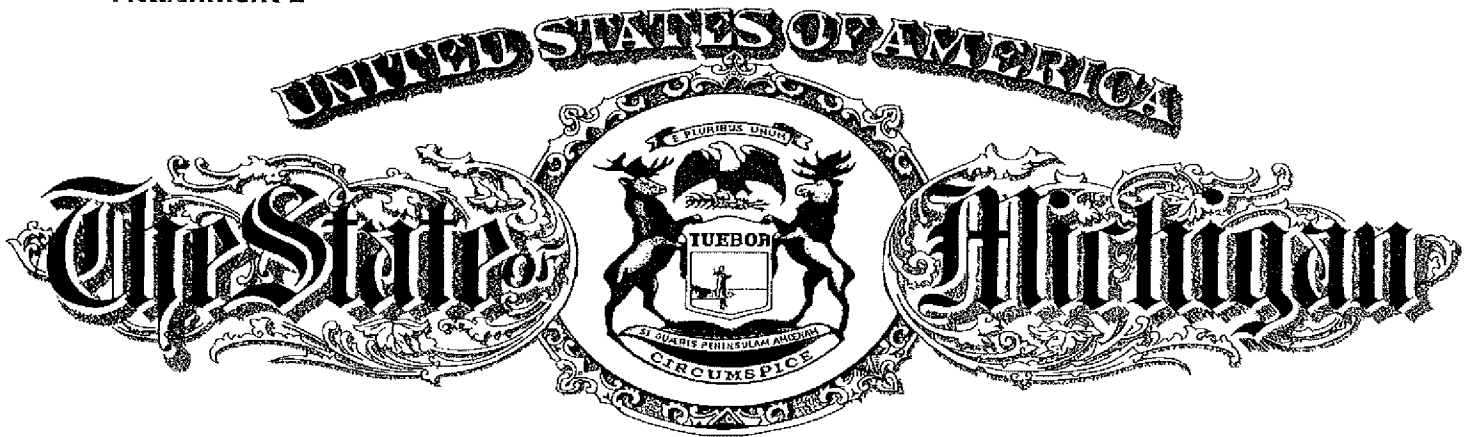
Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Liber/Page	Comments
08/30/2006	\$0.00	WD	AMERICAN FIDELITY GROUP LTD	JUDICIAL SERVICES GROUP LTD	OTHER	1857-0107	EXEMPTION LISTED ON DEED

Building Information - 2800.00 sq ft Office Buildings (Commercial)

Floor Area	2,800 sq ft	Estimated TCV	\$204,720
Occupancy	Office Buildings	Class	C
Stories Above Ground	1	Average Story Height	12 ft
Basement Wall Height	0 ft	Identical Units	1
Year Built	<i>Not Available</i>	Year Remodeled	<i>Not Available</i>
Percent Complete	0%	Heat	Package Heating & Cooling
Physical Percent Good	60%	Functional Percent Good	100%
Economic Percent Good	100%	Effective Age	20 yrs

****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

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Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

JUDICIAL SERVICES GROUP, LTD.

was validly incorporated on July 14, 2006 as a Michigan DOMESTIC PROFIT CORPORATION, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 17th day of July, 2018.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 18076631770

REQUEST FOR PROPOSAL
#7535
CIVIL SERVICE PROCESSING
FOR
Washtenaw County
SHERIFF

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Beth A. Duffy, CPPB
Senior Buyer
(734) 222-6761



Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover



WASHTENAW COUNTY Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

RFP #7535

June 24, 2018

Washtenaw County Purchasing Division on behalf of SHERIFF (Washtenaw County Department) is issuing a sealed RFP #7535 for CIVIL SERVICE PROCESSING. Effective July 1, 2015, the County has a new Local Vendor Preference (LVP) policy. Information is enclosed explaining the criteria as well as the vendor certification and affidavit.

All required bid documentation for this project may be obtained at the Washtenaw County Purchasing Division website,
<http://onlinebids.ewashtenaw.org/>

Sealed Proposals: Vendor will deliver one (1) **unbound original** and six (6) **bound copies each with the pricing and signature page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on two (2) USB drives, CD-RWs, or DVDs in pdf format to the location specified below:

Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Basement
Ann Arbor, MI 48104

**By Friday, July 20, 2018 @
3:00PM EST**

A **Voluntary Pre Bid meeting** will be held at the site located at THE WASHTENAW COUNTY SHERIFF'S OFFICE LOCATED AT 2201 HOGBACK ROAD, ANN ARBOR MICHIGAN on Thursday, 7-12-2018 at 2:00 PM

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Your proposal submission envelope(s) must be clearly marked *including FedEx & UPS package labels* "**SEALED RFP#7535**".
- Please direct purchasing and procedural questions regarding this RFP to Beth A. Duffy **via e-mail only** to duffy@ewashtenaw.org.
- Please direct technical questions regarding this RFP to SiRui Huang **via e-mail only** at HUANGS@EWASHTENAW.ORG.

Thank you for your interest.

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Contractor/Vendor”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“Department”	SHERIFF

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County's specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) unbound original and six (6) bound copies** and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed or clearly legible. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

F. The initial award of this contract shall be for a period of five years, with an option to renew an additional two years, pending agreement by both parties. The initial award period may be adjusted, with three months prior notice, should it be deemed to be in the County's interest to do so.

G. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

H. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

I. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

J. **Local Vendor Preference** – A policy adopted by the Washtenaw County Board of Commissioners (BOC) that shall govern the procurement of goods, services and food from local vendors located in Washtenaw County and the State of Michigan. The intent of the BOC is to encourage and promote economic growth and regional job development. The policy shall be applied to Washtenaw County operated programs as allowed, except those that are federally funded directly or indirectly. All other Procurement Policies and Procedures remain in full effect. Please see "**Local Vendor Certification Application & Affidavit**" enclosed in this RFP.

K. **Vendor Appeal Process** – Unsuccessful bidders may appeal an award of contract, lease or purchase order to the County Administrator. All appeals shall be made in writing to the County Administrator within five (5) business days of the Notice to Award. The County Administrator shall take necessary actions to review the appeals and respond to the individual submitting an appeal within five (5) business days. This response shall be documented in writing in the bid file.

L. Any oral responses to any questions shall be unofficial and not binding on Washtenaw County. The County's procurement staff will make such interpretation or correction, as well as any additional RFP provisions that the County may decide to include, only as an RFP addendum. Procurement staff will e-mail addendums to each prospective Submitter recorded as having received a copy of the RFP. Any addendum issued by the County shall become a part of the RFP. Submitters should consider issued addendums in preparing his or her proposal submission.

III. VENDOR SPECIFICATIONS

The proposal shall include **all** of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A. State the bidder's qualifications to provide the services required by Washtenaw County. Include years in business under your present company name, staff profile and experience.

(Attach as Addendum A)

- B. List three (3) references from previous corporate or government customers purchasing similar services. Include business name, contact name, title, email address and phone number.

(Attach as Addendum B)

- C. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.

(Attach as Addendum C)

- D. Review and attach Local Vendor Preference Certification information and signed Affidavit. Please **flag** Addendum E if applicable.

(Attach as Addendum D)

IV. AWARD

- A. The County and the Office of the Sheriff, in their sole and exclusive discretion, reserve the right to award the bid to the contractor whose collective proposal is deemed to be the most advantageous to supporting the Sheriff's Office mission, philosophies, values and operations based upon the requirements set forth in the RFP and any other factors that the Sheriff's Office may consider. And the award may not be based solely on low bid alone.
- B. Variables for consideration include but are not limited to cost architecture, quality of service, contractor qualifications and capability to provide the specified services, and any other factors which the Sheriff's Office may consider.
- C. It should be noted that the Sheriff's Office reserves the right, in its sole and exclusive judgment, to award this contract not necessarily to the vendor with lowest price or the best commission percentage, but to the vendor who demonstrates the best ability to fulfill and support Sheriff's Office operations, based upon the requirements set forth in the RFP.
- D. The County/Sheriff's Office will not pay for any information herein requested, nor is it liable for any costs incurred by the participating vendors.

- E. Vendors who, in the sole and exclusive judgment of the Sheriff's Office, do not meet the mandatory requirements will be considered non-compliant and may be rejected with or without explanation.

V. SCOPE OF WORK

The Office of the Sheriff is a constitutionally established Office in the Michigan Constitution. Its overall constitutional mandate includes providing for and ensuring law and order within the County. This gives rise to the recognition of the Office of the Sheriff as the Chief Law Enforcement Officer for the County.

Among the broad responsibilities of the Office is to act as the principle officer of the Courts, having responsibility for court security, and the execution of court orders, judgment and civil process of the Courts to include the seizure and sale of property and to enforce judgments.

It is the expectation of the Sheriff's Office that:

- A. All staff, contract or otherwise, will not just adhere to the mission, values, operating philosophies, policies and procedures and professional standards of the Office, but actively advocate for and support them in their behaviors and the performance of their duties and responsibilities.
- B. The Contractor / Vendor will:
 1. Deliver high-quality, timely, efficient, effective, and well-documented civil process services, in accordance with Michigan Statute and court rules.
 2. Operate and maintain services without direct oversight of Sheriff's Office Administration, Command or other personnel.
 3. Provide monthly and/or ad hoc reporting at the direction of the Office.
 4. Maintain an open relationship and work collaboratively with the Sheriff's Office Administration, Command, and other personnel to:
 - a. Deliver timely, efficient, effective, and well-documented civil process services.
 - b. Build appropriate, professional and trusting relationships with clients and customers, including the courts.
 - c. Address service related concerns before they become major operational issues or distractions.

OBJECTIVE OF THE REQUEST FOR PROPOSAL (RFP)

The Washtenaw County Sheriff's Office is requesting proposals to provide comprehensive civil process services on behalf of the Office.

SCOPE OF WORK

- A. The interested vendor shall comprehensively address how services shall be provided.
 - 1. The vendor is expected to be fully aware of the applicable statutory, common law, and court rule obligations governing the service and/or execution of all Civil Process as contemplated under this RFP.
 - 2. Further, the interested vendor must be aware of the potential statutory penalties and fines (e.g. MCL 600.2558(4) and MCL 600.2559(5)), which may be imposed upon the Sheriff's Office, the interested vendor and/or any contractor's employee(s) for any attempt to induce or accept from any third party any higher fees or mileage allowances for serving and/or executing any Civil Processes under State law.
 - a. Any such action will be subject to investigation and may result in the termination of the contract.
- B. The interested vendors(s) will be completely liable, on behalf of himself/herself and/or any employee(s) for the performance of all Civil Process duties and obligations, at all times, and have complete responsibility for the appropriate and necessary training, equipping, and supervision of all employee(s). Vendor will warrant all duties and obligations under the terms of this agreement, whether performed by himself/herself and/or any employees at all times.
- C. The County/Sheriff's Office shall not be expected or obligated to furnish the awarded vendor(s) employees with any job instructions or advice, job descriptions, job specifications or otherwise control, supervise, train or direct the vendor or any of the vendor's employee(s) in the performance of any duties or obligations following the initial award of contract(s).
- D. The interested vendor has the right, obligation and discretion to employ, compensate, discharge and decide upon any and all other terms and conditions of employment for any employee(s).
- E. The interested vendor(s) will be solely and exclusively responsible for both determining and paying all employee(s) wages, salaries, allowances, compensation, as well as any fringe benefits, to be provided to any employee(s).

1. Important:
 - a. It should be noted that all employees of the vendor will be subject to a background investigation by the Sheriff's Office.
 - b. Minimally, employees of the vendors must meet all criteria required by the Law Enforcement Information Network (LEIN).
- F. The interested vendor(s) agree that he/she will be solely and exclusively responsible for any and all employment decisions or policies that affect their business with the understanding that the Sheriff has the sole, exclusive, and final decision on who may represent the Washtenaw County Sheriff's Office under any and all circumstances including this contract.
- G. The interested vendor(s) warrants that at all times any employee(s) will possess any and all licenses, bonds, deputation requirements, or other necessary legal or contractual prerequisites to perform Civil Process duties.
 1. Whether or not an individual is deputized in accordance with services provided under this contract or under any other circumstances is a sole and exclusive right of the Sheriff.
- H. With the exception of the designated civil process work location(s) at the Sheriff's Office, which will exist in a secure area, interested vendor(s) will have exclusive control over their work location, business premises and all working conditions.
 1. The interested vendor(s) will be solely and exclusively responsible for furnishing and providing any employee(s) with all necessary and adequate tools, transportation, technology, and any and all other equipment and supplies required for the completions of the duties and obligations for the service and management of civil process.
- I. Vendor must provide coverage for walk in business at the Sheriff's Office located at 2201 Hogback Road, Ann Arbor, Michigan during the regular business operations of the Sheriff's Office. It should be understood that the hours of such operations may be periodically adjusted at the sole and exclusive discretion of the Sheriff's Office.
- J. Services: Services expected include but are not limited to:
 1. Personal service of a summons and complaint in a civil action.
 2. Personal service of a summons and affidavit in a garnishment.

3. Seizure and delivery of goods in a case of claim and delivery.
4. Personal service of any court order, summons, subpoena, writ, affidavit, bond and/or any other notice.
5. Attachment involving the levy under a writ of execution/seizure issued by a circuit court.
6. Writ of seizure issued by a circuit court.
7. Performance of a sale on levy in a case of execution.
8. Providing notice of sale on levy in the case of an execution; personal service of a writ for the restitution of premises.
9. Filing certificate(s) on the sale of real estate with the register's fee.
10. Making and returning an inventory and appraisal of property seized.
11. Posting notices on property for foreclosure sales.
12. Selling lands on the foreclosure of a mortgage on advertisement; executing deeds and performing all related services required on sale of property, including any title search.
13. Adjourning, as required by law, the sale of land on foreclosure.
14. Sending notices to persons claiming title under a tax deed.
15. And any other such process in civil matters which the Sheriff's Office may be legally required to serve and/or execute.

K. Records Retention and Payments

1. Without exception, all civil process records are solely and exclusively the property of Washtenaw County and the Sheriff's Office.
2. Vendor shall:
 - a. Keep detailed records of all Civil Process served and executed and provide documentation on a monthly or as required basis to the Sheriff's Office for verification, invoicing, and performance assessment.

- b. Charge and collect fees and mileage in accordance with the process service fees set forth by the State of Michigan. (See Attachment 1 and 2).
 - c. Be responsible for correctly charging and collecting payments of fees, mileage and judgments.
 - i. Any over charge will be refunded to the customer.
 - ii. Any under charge will be the responsibility of the vendor to either seek full payment or absorb.
 - d. Use the County's financial system, banking and cash handling procedures to collect and deposit moneys collected.
3. Mileage calculations will be made from the Sheriff's Office as starting and end points located at 2201 Hogback Road, Ann Arbor, Michigan.

AUTHORITY, PERFORMANCE ASSESSMENT, QUALITY ASSURANCE, CONFLICT OF INTEREST, TECHNOLOGY, OTHER VENDOR EXPECTATIONS

- A. Authority: Without exception, the Sheriff retains, in any and all circumstances, sole and exclusive authority over the execution of civil process and any other duties performed by the vendor as it pertains to services provided to Washtenaw County and the Sheriff's Office
- B. Performance Assessment:
 - 1. The vendor will be expected to provide operational, financial and service quality measures and reports for presentation and review to the Sheriff's Office on a monthly, ad hoc, or as required basis.
 - 2. Any and all service complaints will be documented by the vendor, reported to the Sheriff's Office, and resolved under the oversight and to the satisfaction of the Sheriff's Office. Such complaints may be further investigated and documented in accordance with direction provided by the Sheriff's Office.
- C. Quality Assurance: Representatives of the Sheriff's Office may routinely or episodically inspect vendor documentation, observe procedures and customer interaction, or take other such quality assurance actions as it deems appropriate to assure compliance with contractual and statutory requirements and the high level of customer service required by the Sheriff's Office.

D. Conflict of Interest: Although addressed in the general terms of the RFP, the Sheriff's Office reaffirms that:

1. The vendor or any of the vendor's employees may not directly or indirectly engage in any activities which may constitute a conflict of interest, e.g., having a family member bid on property, etc.
2. Any decision as to whether or not an action constitutes a conflict of interest falls within the sole and exclusive discretion of the Sheriff's Office.
3. Any decision made by the Sheriff's Office regarding a perceived conflict of interest will be final.

E. Technology: The Sheriff's Office utilizes the Oakland County CLEMIS system. To the degree where it is possible and appropriate, it is the intent of the Sheriff's Office to partner with a vendor who is capable of integrating their services with our management information systems.

F. Other Vendor Expectations

1. Provide trained, professional and experienced management and supervisory staff.
2. Maintain an adequate, properly selected and trained operational staff at all times.
3. Comply with all Sheriff's Office policies, procedures, protocols, orders, rules and regulations, or other directives of the Sheriff's Office while on-site in Sheriff's Office facilities or while engaged in serving civil process on behalf of the Sheriff's Office.
4. Vendor's staff will:
 - a. Be professionally attired in a consistent, readily identifiable professional business dress at all times while executing civil process on behalf of the Sheriff's Office, or taking action in accordance with this RFP.
 - b. Be required to participate in professional standards and security training as required or directed by the Sheriff's Office.
5. Clear any and all press/media related matters that concern the Sheriff's Office with the Sheriff's Office prior to communications with the press/media.

QUALIFICATIONS OF BIDDER

A. The vendor must:

1. Be organized for the purpose of providing comprehensive civil process services.
2. Minimally, have two (2) years of experience providing comprehensive civil process services with proven effectiveness in administering such operations for a similarly situated Sheriff's Office.
3. Provide a detailed plan of operations explaining services offered and proposed methods(s) of service as a part of their proposal.

B. The vendor shall submit:

1. A list of all contract clients in the State of Michigan along with the date upon which the contract commenced.
2. Three (3) references including the name of the Sheriff's Office and its address; and the appropriate current contact person along with their title, phone number and email address.
3. The names and titles of qualified personnel in their organization that would be assigned to this project.

STAFFING

Vendor shall provide a detailed staffing plan that is sufficient to meet the needs of the services required in the RFP.

FINANCIAL ARCHITECTURE/PRICE SHEET

- A. The Cost Narrative should discuss projected amount of business over a 12 month period. WCSO understands that this is merely a projection and will not hold the winning bidder to meet the projections if it does not materialize organically.
- B. The Cost (Price) Sheet will reflect the amount or percentage paid to the civil processing staff for each type of service. Amount or percentage paid to the Sheriff's Office either on a per service basis or a total aggregate basis.

SELECTION CRITERIA

The vendor will be selected on the basis of the bidder's written proposal and any requested presentation or similar consultation. Designated personnel will review all

proposals and make their recommendation. Criteria used in making a selection may include but not be limited to the following:

- A. Ability to meet or exceed the scope of the work in the RFP.
- B. Demonstrated experience and expertise in providing civil process services to agencies of similar size and scope of the Sheriff's Office, as well as the experience of staff and management.
- C. Cost architecture.
- D. Ability to integrate services with our existing management information systems or the provision of a comparable equivalent.
- E. Past history and references.
- F. Vendor's financial stability and condition.
- G. Transition plan should a contract be awarded.
- H. Other criteria that the Sheriff's Office may identify.

It should be noted that the Vendor may be invited to provide a presentation of services offered and service methodology.

PROPOSAL FORMAT

A general proposals format is provided below.

RFP # ##### as proposal cover with date

Table of Contents:

- I) Introduction of vendor – company profile
- II) Scope of Services
- III) Contractor / Vendor Qualifications and Specifications
 - a. Business organization
 - b. Corporate stability and financial strength, include financial audit
 - c. Staff qualifications, training, and on-going training
 - d. References, at least three (3)
- IV) Proposal Specifications

- a. Detailed operational plan, i.e., address how services shall be provided
- b. Staffing, including resumes, where applicable
- c. Technology
- d. Reporting & Evaluation
- e. Transition plan to start the contract
- f. Other relevant information

V) Financial Narrative/Price Sheet

VI) References, at least three (3)

VII) List of all contracting entities in the State of Michigan

VIII) Any other relevant information in accordance with the RFP, including the requested pages flagged

BID #7535 CIVIL SERVICE PROCESSING

VI. SAMPLE STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

SERVICE CONTRACT
(NAME OF CONTRACTOR)

Contract # _____

AGREEMENT is made this _____ day of _____, 2018, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and (NAME OF CONTRACTOR) located at (CONTRACTOR'S ADDRESS) ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will (SPELL OUT SCOPE OF SERVICE)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed (SPELL OUT DOLLAR AMOUNT).

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to (DEPARTMENT HEAD TITLE) and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract is for a five (5) year term (change as necessary) which begins on (MONTH, DAY, YEAR) and ends on (MONTH, DAY, YEAR) with an option to extend for two (2) additional one (1) year periods.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI-INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or

omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & Contract # _____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

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The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$13.22 per hour with benefits or \$14.75 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2019 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

Section 2 - In the event of any breach or default by the County or the Contractor of the terms and conditions of this Agreement, the party not in default will give written notice to the party in default specifying the acts and/or omissions constituting the alleged default or breach; if within fifteen (15) working days after issuance of such notice, the party in default has failed to

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cure such default, then in that event, the party not in default may terminate this Agreement and exercise such other rights as are provided herein and by law for breach of contract; provided, however, that if the alleged default can be cured by the performance of work or repairs or by some act, the performance of which requires a period of time, such default will be determined to have been cured if, within the above-referenced fifteen (15) working days, the party allegedly in default has begun to cure the default and continues until such default is cured within a reasonable time.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII-FEDERALLY REQUIRED PROVISIONS

When applicable, the following provisions shall apply to contracts funded in whole, or in part, by federal award monies:

For "federally assisted construction contracts" as defined by 41 CFR Part 60-1.3, Contractor must comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

For all prime construction contracts exceeding \$2,000.00 awarded by non-Federal entities, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Contractor must pay wages to laborers and

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mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be paid wages not less than once a week. The parties agree that the County will report all suspected or reported violations of this provision to the Federal awarding agency.

In addition, Contractor must also comply with the Copeland "Anti-Kickback Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which prohibits Contractor or Subrecipient 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. County shall report all suspected or reported violations to the Federal awarding agency.

If this contract exceeds \$100,000.00 and involves the employment of mechanics or laborers, Contractor shall comply with U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). To that extent, Contractor must compute the wages of each mechanic and laborer on the basis of a standard forty (40) hour work week with hours exceeding this standard to be paid at one and one half the standard hourly rate. In addition, Contractor agrees that no mechanic or laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

If the Federal award funding this Agreement meets the definition of "funding agreement" under 37 CFR, Sec. 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 37 CFR Part 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.

If this Agreement and/or subgrant exceeds \$150,000.00, Contractor shall comply with all applicable standards, orders and/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). The parties agree that the County shall report all violations of these Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Michigan's energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201).

Contractor agrees to comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), which prohibits the use of federal funds by the Contractor or subcontractor of a Federal contract, grant, loan or cooperative agreement to pay any person to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with the federal funds awarded under this Agreement.

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The parties agree that County and Contractor shall 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, for those items where the purchase price exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00, procuring only items designated in guidelines of the EPA at 40 CFR, Part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program to procuring recovered materials identified in the EPA guidelines.

ARTICLE XXIII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIV - ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____
(DEPARTMENT HEAD) (DATE)

By: _____
(CONTRACTOR'S NAME) (DATE)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

PRICE SHEET

Percent Commission Paid to WCSO as a monthly or annual aggregate
 _____%

OR

Based on per service performed, including but not limited to the following:

Service	Amount Paid to WCSO
Personal service of a summons and complaint in a civil action, along with supporting documents, for each defendant	
Personal service of an affidavit of account and statement for each defendant	
A request and writ of garnishment for each garnishee and defendant	
Personal service of an order to seize goods subject to claim and delivery action	
Receiving and filing a bond from or on behalf of a defendant in a claim and delivery action	
An order to show cause, for each person served	
Subpoena on discovery for each person served	
Levy under or service of an order to seize property and any accompanying paper	
Each notice of sale under an order for the seizure of property or construction lien posted in a public place in the city or township	
Order of eviction or a writ for the restitution of premises, for each defendant	
Subpoena directed to a witness, including a judgment debtor	
Civil bench warrant or body execution.	
Service by mail.	
Each verification.	
Each postal change of address verification requested by the plaintiff	

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Incorrect address; sworn affidavit required	
Property Seizure	
Foreclosure Sales	
Foreclosure Sales Report	
Foreclosure Adjournments	

LOCAL VENDOR PREFERENCE DEFINITIONS:

Federal funded programs, whether they are receiving the funds directly or as a State pass through are exempt as mandated by the Federal Register 2 CFR Chapter I, Chapter II Part 200 section 200.319 Competition 7(b) effective December 26, 2014.

A. Washtenaw County Company – must meet all criteria listed:

- 1) Its headquarters is physically located within Washtenaw County, or it has been conducting business at a location with a permanent street address in the County on an ongoing basis for not less than one taxable year (12 consecutive months) prior to its bid or response to a Request for Proposals (RFP).
- 2) It has made payment of property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract. Or it has leased property for its Headquarters or business with in Washtenaw County for more than one year (12 consecutive months).
- 3) It has been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal.

B. Michigan Company - must meet all criteria listed:

- 1) Its headquarters is physically located within the State of Michigan, or it has been conducting business at a location with a permanent street address in the State of Michigan on an ongoing basis for not less than one taxable year prior to its bid or response to a Request for Proposals (RFP).
- 2) It has made payment of property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract. Or it has leased property for its Headquarters or business in the State of Michigan for more than one year (12 consecutive months).
- 3) It has been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal.

BID #7535 CIVIL SERVICE PROCESSING

Local Vendor Certification Application & Affidavit

Background: To increase economic opportunity in Washtenaw County and the state of Michigan, the County provides a local vendor preference (when determining the award) as follows:

Washtenaw County based companies- A 5% discount will be applied to bids greater than \$5,000 and up to \$200,000 and a 2% discount for bids over \$200,000.

State of Michigan based companies – A 3% discount will be applied to bids greater than \$25,000 and up to \$200,000 and a 1% discount for bids over \$200,000.

Local vendor preference bid discount is used for the determination of award only. Full bid amount will be granted to vendor, if awarded.

Instructions: To qualify as a Washtenaw County or State of Michigan company, the following information must be provided:

1. If you are not an existing Washtenaw County vendor, complete the Washtenaw County Vendor Application available at:
<http://www.ewashtenaw.org/government/departments/finance/purchasing/information-for-vendors/how-to-become-a-vendor> The resulting e-mail confirmation must be printed and submitted.
2. Provide proof that you are a company registered in the State of Michigan by searching for your business on the State of Michigan Corporation Division Business Entity Search (<https://cofs.lara.state.mi.us/corpweb/CorpSearch/CorpSearch.aspx>). The resulting **business Details page** must be printed and submitted.
3. Provide proof that your local taxes are up to date by searching for the municipality in which your business is located on the BS&A Software website (<https://is.bsasoftware.com/bsa.is/SelectUnit.aspx#W>) (may need to copy and paste link to open). After selecting the municipality, select "Tax Information Search" on the left, and search for your business. The resulting **Detailed Tax Information page** must be printed and submitted. NOTE: If you cannot find your municipality on the BS&A website, call the municipality's Treasurer and request a Detailed Tax Information Form showing local business tax status. Submit this form instead.
4. Provide the following Affidavit of Qualified Local Vendor by filling out the attached affidavit.

All required application materials must be included in the RFP bid response.

For more information, contact: Tracy Murray
Administrative Coordinator/Purchasing
734-222-6845

BID #7535 CIVIL SERVICE PROCESSING

Washtenaw County, Michigan Local Vendor Affidavit

Legal Name of Business _____

Federal Taxpayer Identification Number: _____

Type of services provided:

Construction

Professional Services

Goods & Services

Physical Address of Business Headquarters and/or Permanent Street Address in Washtenaw County or State of Michigan:

_____ / _____

Headquarters- Street Address

Permanent-Street Address

_____ / _____

City, State & Zip

City, State, & Zip

Is this business headquartered in Washtenaw County?

Yes

No

Has this business been dealing for at least one year (12 consecutive months) on a regular commercial basis in the kind of goods or services which are the subject of the bid or proposal?

Yes

No

Are this business's local and state tax filings up to date?

Yes

No

If no, please explain: _____

Any material misrepresentation of information in this document will be grounds for denial of certification and exclusion from all Washtenaw County contracts for a period of one (1) year.

The undersigned hereby affirms that the applicant firm believes it is qualified for certification as a Local Vendor, as set forth in the certification guidelines established by Washtenaw County. The undersigned agrees to hold Washtenaw County harmless in any claim arising out of this application or information provided by the applicant and agrees to indemnify Washtenaw County for any liability incurred in connection with this application or with the certification of the applicant firm. Further, the undersigned agrees to inform the County immediately of any changes that result in a change of the certification status of the firm.

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Name of Business

Owner or Managing Partner, and Title

Name of Contact Person, and Title

Email Address for Contact Person

Phone Number for Contact Person

Signature of Owner or Managing Partner, and Title

Date

Washtenaw County Purchasing Department reserves the right to request additional documentation as deemed necessary.

SIGNATURE PAGE

_____ Signature of Authorized Signer	_____ Date
_____ Contact Name (Print)	_____ Federal Tax Identification Number
_____ Title	_____ Company Name
_____ Office Phone Number	_____ Company Address
_____ Cell Phone Number	_____ City State Zip
_____ Contact Email	_____ County

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.

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Attachment 1

<http://courts.mi.gov/Administration/SCAO/Resources/Documents/other/processservers.pdf>

Attachment 2

<http://courts.mi.gov/Administration/SCAO/Resources/Documents/other/mileage.pdf>

**Washtenaw County Sheriff's Office
Confidential & Preservation of Information Agreement
with Employees of Judicial Services Group**

Judicial Services Group (JSG) Contractor/Employee NAME: _____
(Printed)

This Confidential Information Preservation Agreement ("Agreement") is made between the Washtenaw County Sheriff's Office and the above named Judicial Services Group (JSG) Contractor/Employee ("Contractor").

In connection with their employment as a member of the Judicial Services Group (JSG) providing contractual services for the Washtenaw County Sheriff's Office, the contractor will have access to a variety of confidential information as defined within this agreement. The purpose of the agreement is to protect the information itself, the Sheriff's Office, the County, the contractor, and the public's or an individual's safety from the illegal, improper or inappropriate release or sharing of such confidential information.

As a condition of the Contractor's service under the terms and conditions of the contract with their employer, Judicial Services Group (JSG), and effective as of the date that the contract is valid and the Contractor commences their duties, the Contractor understands and agrees to the following.

1. Position of Trust. The Contractor acknowledges and understands that the Contractor is engaged in a position of trust with the Sheriff's Office, which has as one of its fundamental purposes the provision of public safety services to the citizens of Washtenaw County and the State of Michigan.

2. Definition of Confidential Information. By and through the Contractor's service with the Sheriff's Office and as a result of the Contractor's association with Sheriff's Office personnel, files, and documentation, the Contractor may collect, access, or receive certain information which, by itself or by implication, is confidential, sensitive, or proprietary. Confidential, sensitive, or proprietary information (collectively "Confidential Information") may, depending on the circumstances, include but not necessarily be limited to facts, opinions, documents, electronic records of any kind, or other evidence related to a pending or closed criminal or internal investigation; facts, opinions, documents, electronic records, or other evidence related to the Sheriff's Office personnel matters including any and all types of medical or medically related information; information contained in or related to a person's criminal history including alleged criminal activity; identities of victims, witnesses, or informants related to criminal, internal, or personnel investigations; or other information or material relating to the Sheriff's Office, its activities, its policy and procedure, or investigatory activities generally including, in all of the above listed types of information, information obtained from other agencies and organizations.

3. Non-Disclosure of Confidential Information. The Contractor acknowledges that the Sheriff's Office has a substantial and compelling interest in controlling or restricting the release of Confidential Information and that the Contractor's job duties require the exercise of caution and discretion when handling or discussing Confidential Information. Accordingly, the Contractor shall treat all Confidential Information that the Contractor gathers, views, or receives as strictly confidential. The Contractor will not disclose Confidential Information to any other person or entity not expressly authorized by the Sheriff's Office, except to the extent such a disclosure is affirmatively required or otherwise protected by law. The Contractor acknowledges and understands that the Contractor is responsible for the safekeeping of Confidential Information according to Sheriff's Officer policies and procedures and for the handling of such Confidential Information so as to prevent disclosure of

Washtenaw County Sheriff's Office
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Confidential Information to unauthorized persons. After the termination of the Contractor's employment with JSG, the Contractor will not engage in any activity that involves or results in the use or disclosure of any Confidential Information (as defined above).

4. Return of Materials/Property at Termination/Separation of Employment. In the event of the Contractor's termination/separation of employment with JSG, for any reason, the Contractor will promptly deliver to the Sheriff's Office all documents, data, and other information pertaining to Sheriff's Office operations that they may have in their possession; and the Contractor shall not take any documents, or other information, or any reproduction or excerpt thereof, containing or pertaining to any information or agency property.

5. Remedies. The Contractor acknowledges that the Sheriff's Office has a legitimate and compelling governmental interest in prohibiting the disclosure of Confidential Information; that the Contractor's breach of the terms of this Agreement will cause irreparable harm to the Sheriff's Office, its operations, and to the general public; and that monetary damages are insufficient to provide a fully adequate remedy for such a breach.

Therefore, in the event of a breach or threatened breach of any term of this Agreement, the Sheriff's Office shall be entitled to temporary, preliminary and permanent injunctive relief without any requirement of bond, in addition to any other legal or equitable remedies. These legal remedies may include payment of monetary damages to the Sheriff's Office depending on the circumstances of the Contractor's breach of this Agreement. The Contractor shall be responsible to pay for the actual costs and attorney fees incurred by the Sheriff's Office in the enforcement of this Agreement.

6. Jurisdiction. This Agreement shall be governed in all respects by Michigan law. The parties agree that they shall be subject to the sole and exclusive personal jurisdiction and venue of the courts seated in Washtenaw County, Michigan, regardless of where the Contractor may be located at the time any action may be commenced.

7. Tolling Provision. The duration of any post-termination obligation contained in this Agreement shall be extended by the length of time during which the Contractor is in breach of the provision.

8. Entire Agreement. This Agreement states the entire agreement between the parties relating to these matters and supersedes any and all conflicting agreements between the Sheriff's Office and the Contractor. Any modification of this Agreement must be made in writing and signed by the Contractor and an authorized representative of the Sheriff's Office.

9. Waiver of Breach. The waiver by the Sheriff's Office of a breach of any provision of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

10. Severability. The parties acknowledge that the provisions of this Agreement are severable, and expressly agree that if any provision of this Agreement is found to be unenforceable such a finding will not render any other provision of this Agreement unenforceable.

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11. Binding Effect. This Agreement shall be binding upon the heirs, representatives, successors and assigns of each party.

12. Drafting Ambiguities. The parties agree that the rule of construction that any ambiguities are to be resolved against the drafting party shall not be used in the interpretation of this Agreement.

13. Captions. The captions used in each section of this Agreement are for purposes of convenience only and are not a substantive part of this Agreement.

14. Continuation and Modification. Given the nature of the confidential information and materials the Contractor may collect, access, or receive as described within this agreement, the terms and conditions of this agreement shall continue following the Contractor's termination of employment with the Judicial Services Group.

However, in the Sheriff's sole and exclusive discretion, aspects of this agreement may be modified for reasonable purposes including by way of example but not limitation, the use of confidential information for training purposes, the ability of a Contractor to have access to information that they may have authored, or other such purposes.

AGREED TO AND ACCEPTED BY:

Judicial Services Group Contractor/Employee Named Above

Date

Sheriff / Designee

Date

Washtenaw County Sheriff's Office
Special Deputy Sheriff Letter of Authorization & Limitation
JUDICIAL SERVICES GROUP / NON-EMPLOYEE – NON-MCOLES CERTIFIED

TO: FULL NAME, TITLE (Process Server)

RE: Authority as a Special Deputy

Attachment D

I. Scope of Authority

Pursuant to MCL 51.70, the Sheriff hereby appoints and grants you Special Deputy Sheriff authority. Specifically, your authority is limited to enforcement activity necessary to complete the specific assignments given to you by the Sheriff or his authorized representative.

The Special Deputy Sheriff authority granted herein is incidental to and contingent upon your continued employment with Judicial Services Group (JSG) while they have a valid contract with the Sheriff's Office to provide civil process services in accordance with said contract.

Pursuant to the statutes of the State of Michigan, as a Special Deputy Sheriff, you do not have the full authority of a peace officer of this State.

II. Withdrawal of Authority

The provision of Special Deputy Sheriff authority is a statutory right of the Sheriff, who may withdraw any or all of the authority and power granted at his sole and exclusive discretion, at any time, with or without cause or explanation.

III. Provisions

1. Exercising of Special Deputy Sheriff Authority:

- a. The undersigned acknowledges and understands that the Special Deputy Sheriff authority granted herein by the Sheriff only applies when they are operating in an "on-duty" official capacity in their role as a process server for JSG in accordance with the contract to provide such services.
- b. In the event that there is a separation of service between the undersigned and JSG, the Special Deputy Sheriff authority shall be revoked immediately. It is the responsibility of JSG to notify the Sheriff's Office of such a separation of service as soon as possible.
- c. The undersigned acknowledges and understands that they shall not:
 - i. Represent themselves as a Special Deputy Sheriff unless functioning in an "on-duty" official capacity and exercising the authority granted herein.
 - ii. Use their status or authority as a Special Deputy Sheriff or any related identification to:
 1. Obtain gratuities, gifts, or for any personal gain.

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- 2. Obtain privileges not otherwise available.
- 3. Avoid the consequences of any illegal act, including traffic violations.

- iii. Execute the authority, powers or privileges of a Special Deputy Sheriff granted herein when not functioning in an "on-duty" official capacity for JSG in accordance with the contract to provide such services.

- iv. Exercise the authority, powers or privileges of a Special Deputy Sheriff granted herein in the course of any employment other than their employment with JSG in accordance with their contract with the Sheriff's Office.

- 2. Firearms
 - a. The undersigned has no authority to carry a firearm under the authority of the Sheriff, and, as a result of the Special Deputy Sheriff authority granted herein, is not exempt under the concealed weapons laws of the State of Michigan; and therefore, must comply with said concealed weapons laws.

IV. Duration:

- 1. Once signed by the Sheriff and the JSG employee, this Special Deputation letter of authorization and limitation is in effect through December 31st, 2020, unless otherwise ended by the Sheriff in his sole and exclusive discretion.

Your signature below indicates your understanding and acceptance of the conditions and provisions set forth above.

Jerry L. Clayton, Sheriff Date

JSG Employee Name (Printed) Date

Signature of Witness Date

Signature of JSG Employee Date