

SERVICE CONTRACT
OD Security (5563)

AGREEMENT is made this 1st day of September, 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 OD Security located at 2453 Daniel Island Drive, Daniel Island SC 29492 ("Contractor")

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

ARTICLE I - SCOPE OF SERVICES

The Contractor will provide full body security scanning system Target delivery date the week of January 7, 2019 See attached proposal

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed One Hundred Forty-Two Thousand Eight Hundred and Ninety Dollars (\$142,890)

Year 1 \$126,090 annual amount

Year 2 – 5 \$4,200 annual amount

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Sheriff 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 which begins on September 1, 2018 and ends on August 31, 2023 with an option to extend for seven (7) 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 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 # ~~XXXX~~ and shall provide for written notice to the Certificate holder of cancellation of coverage 50817

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

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 \$13.13 per hour with benefits or \$14.65 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, 2018 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.

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 - 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

WASHTENAW COUNTY

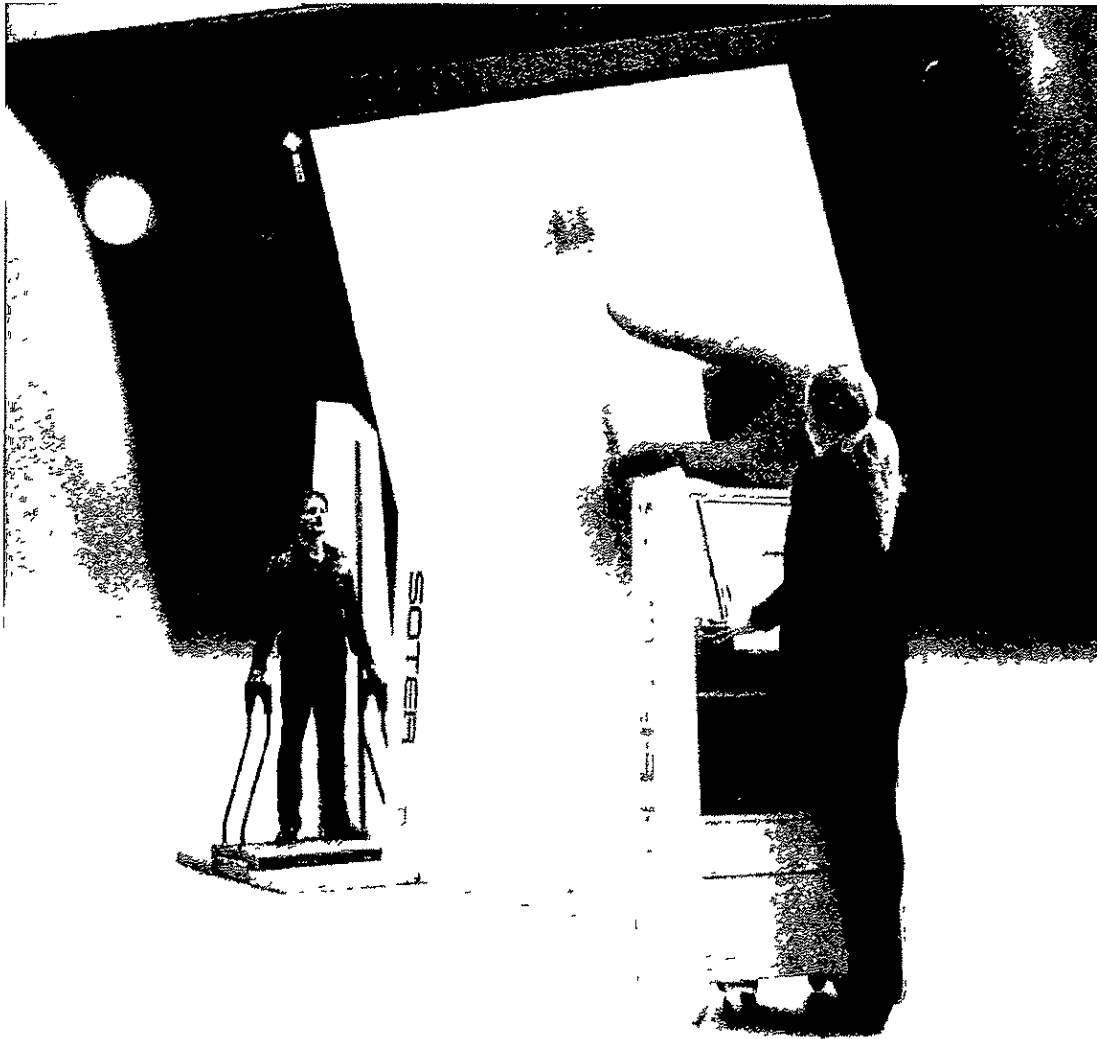
By Lawrence Kestenbaum 10/02/2018
Lawrence Kestenbaum (DATE)
COUNTY CLERK
SIGNED BY DESIGNATED DEPUTY CLERK
SIGNED BY E. COLEMBIEWSKI FOR LAWRENCE
KESTENBAUM

By Gregory Dill 09/27/2018
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT

CONTRACTOR

Curtis N. Hedger 09/27/2018
CURTIS N. HEDGER
CORPORATION COUNSEL



**Washtenaw County Sheriff's Office
Commercial Proposal – for the attention of
Commander Kunath / Lt. Garcia
Proposal Date: 2nd August 2018**

Commercial Proposal

Delivered, installed and calibrated (F O B Destination) – Washtenaw County Sheriff's Office,
4101 Washtenaw, Ann Arbor MI 48108,

Outright Purchase

1 x SOTER RS Full Body Security Scanning System

Unit Cost - \$ 118,750.00

SOTER RS Tablet

1 x TAC GD3030 (10.1") Touch Tablet

Hardware Cost - \$ 2,950

1 x SOTER RS Operator Interphase (OI) Software (Annual License)

Annual Software License for OI - \$ 2,100

Total Unit Cost - \$ 5,050.00

SOTER RS Add-On Modules

1 x SOTER RS Fingerprint Reader hardware - \$ 190.00

Software License for Fingerprint Module (Annual License) - \$ 2,100

Total Unit Cost - \$ 2,290.00

Total Project Cost - \$ 126,090.00

Include Shipping, Installation, Calibration and Testing, Operator and Administrator Training,
5-years Full Manufacturer's Warranty (parts and labor, to include time and travel associated
with servicing and maintenance)

Delivery and installation - 45 days After Receipt of Purchase Order (ARO)

Cost includes --

- Provision of 24/7 Toll Free Support Line and 24/7 On-Line Help Desk
- Same day Technical/Engineering Support
- Bi-annual calibration and annual certification
- **All software upgrades through-out term of contract**