



**GENESEE COUNTY PURCHASING**  
A Division of the Genesee County Controller's Office  
COUNTY ADMINISTRATION BLDG  
1101 BEACH STREET, ROOM 343,  
FLINT, MICHIGAN 48502  
Phone: (810) 257-3030 Fax (810)257-3380  
[www.gc4me.com](http://www.gc4me.com)

**Nerahoo Hemraj**  
**Controller**

October 4, 2017

**ADDENDUM #1**

**REQUEST FOR PROPOSALS (RFP) #17-119  
TETHER EQUIPMENT AND MONITORING SERVICE**

1. The due date for the above mentioned RFP has been extended:  
Current due date: 3:00 p.m. (EDT), Thursday, October 12, 2017

**New due date: 3:00 p.m. (EDT), Wednesday, November 1, 2017**

2. Attached is a copy of the standard service contract. A contract with the successful proposer will be based on this contract and submitted proposal.

**Indicate on the Signature Page item #6 and on the exterior of the envelope containing your proposal:**

**ADDENDUM #1 RECEIVED**

**ALL PROPOSALS MUST BE RECEIVED AT:  
GENESEE COUNTY PURCHASING DEPARTMENT  
1101 BEACH STREET, ROOM 343  
FLINT, MI 48502**

Cindy Carnes,  
Purchasing Manager

G:/bid2/2017/17-119add1

**TETHER EQUIPMENT AND MONITORING SERVICE  
STANDARD SERVICE CONTRACT  
Completed after award is made**

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and [Contractor Name], a [State] [Entity Type], whose principal place of business is located at [Contractor Address] (the "Contractor") (the County and the Contractor together, the "Parties").

**1. Agreement and Authority**

Execution of this Agreement is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

**2. Term**

2.1 Initial Term

The initial term of this Contract commences on [Start Date, 2017], and shall be effective through [End Date, 2020] (the "Initial Term").

2.2 Extension Terms

The County has the option to extend this Contract for up to three (3) additional one year terms (the "Extension Terms").

**3. Scope of Work**

The Contractor agrees to perform the services described on Exhibit A (the "Services"). Contractor will provide 24/7 monitoring as designated. The Program will enable designated offenders to be electronically monitored verifying compliance with the terms of court order. Contracted vendor must provide both RF (Radio Frequency Monitoring) and GPS (Global Positioning System) monitoring equipment

**4. Compensation**

*Unit Rate.* The Contractor shall be paid according to the rates identified on Exhibit A. The total amount paid to the Contractor shall not exceed \$ \_\_\_\_\_. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

**5. Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

**6. Contract Administrator**

The contract administrator for this Contract is **[Contract Administrator]** (the “Contract Administrator”). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

## **7. Warranties**

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor’s breach of these warranties.

## **8. Suspension of Work**

### **8.1 Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

### **8.2 Necessary Actions Before Suspension**

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

## **9. Termination**

### **9.1 Termination for Cause**

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

## 9.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

## 9.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

## 9.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

# 10. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

# 11. **Freedom of Information Act**

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

## **12. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

## **13. Audit Rights**

### **13.1 Certification of Accurate Information**

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

### **13.2 Inspection**

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### **13.3 Audit**

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### **13.4 Records Retention**

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

## **14. Identity Theft Prevention**

14.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

14.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

## **15. Insurance Requirements and Indemnification**

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

### **15.1 Insurance Certificate and Additional Insured Coverage**

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

### **15.2 Indemnification**

The Contractor agrees to indemnify, defend and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

## **16. Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

## **17. General Provisions**

### **17.1 Entire Contract**

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The Insurance Checklist

17.1.4. Exhibit C – The Contractor's Budget

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

## 17.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

## 17.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

## 17.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

## 17.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

## 17.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

## 17.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

## 17.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

## 17.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

**CONTRACTOR NAME**

COUNTY OF GENESEE

By: \_\_\_\_\_  
Name of Contractor Signatory  
Title of Contractor Signatory

By: \_\_\_\_\_  
Mark Young, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A  
Description of the Services

**Office of Genesee County Sheriff**

Is in need of Electronic Monitoring Program for adult offenders. The anticipated capacity is approximately 150-175 units monthly

- The amount of inmates placed on Tether fluctuates with the Judges but at times reaches over 100. This does not account for inmates placed on work release that would be placed on Tether nor does it account for damaged or lost Tethers.
  - This does not include Alcohol Tether's which would need to have access to as well since there is a Sobriety Court Program through the court. Additionally, if an inmate's charges are alcohol related, some of the Judge's will order inmates placed on Alcohol Tether.
- a) Provide Alcohol Tether with a GPS signal.
  - b) 24/7 Communication capabilities with the OGCS
  - c) Pinpoint location of all tether participants and violators.
    - Communication between the Tether Company and the Sheriff's Office is best done through phone messages and emails.
    - When violations occur or when participants are located that information is to be provided to OGCS as received. Violations must be reported same day as offense. If reports cannot be generated, then a phone message to alert us will be acceptable. Some of that will change depending on type of violation, priority, etc.
  - d) 24/7 assistance with field operations when requested.
  - e) Flawless record keeping of all tether participants and violators.
  - f) Weekly reporting of all tether activities and violations.
    - An example of reporting is to provide all violations once a week before a check in day. Records can be reported to the Tether Unit via email. The reports must be provided in a format that can be digitally stored for current and future review by the Tether Unit.
    - Contractor to provide a list of standard available reports.
  - g) State of the art tether equipment and monitoring ability.
  - h) The ability to problem solve technological failures on all equipment and monitoring.
  - i) The Tether Program is operated out of the Jail. All Tether equipment is to be dropped off at the Visitor Screening Facility located in the Jail, at 1002 S. Saginaw, Flint, MI, 48502. This provides easier access, and helps the Sheriff's Office be more effective in the Tether/Work Release Unit.
    - At times, same day delivery of equipment is necessary
  - j) Assist in receiving lost, damaged, or abandoned equipment, when outside of Genesee County

**Electronic Monitoring Statement of Work**

**Genesee County Circuit Court – Family Division, Juvenile Probation Services**

Genesee County Circuit Court – Family Division is in need of Electronic Monitoring Program for delinquent youth ages 12-17. The anticipated capacity is approximately 15 youth per month. The services shall include Cellular RF (Radio Frequency) and GPS (Global Positioning System) equipment and 24/7 monitoring as designated by Court order or Juvenile Probation Services. The Program will enable designated juvenile offenders to be electronically monitored verifying compliance with the terms of court order. Contracted vendor must provide both RF (Radio

Frequency Monitoring) and GPS (Global Positioning System) monitoring equipment. A 24 HR/7Day monitoring center staffed by trained professionals to forward alerts to Juvenile Probation Staff as per the terms of the agency notification agreement.

All services as outlined above will be provided for juvenile offenders at a per diem rate to be billed to Juvenile Probation Services on a monthly basis.

Successful vendor will shelf a sufficient stock of Electronic Monitoring equipment and supplies to provide for immediate installation as directed by court order or Juvenile Probation Services. Stock will be delivered to the Juvenile Probation Services department. Units will be maintained and guaranteed by the provider, and will be updated at no cost, as technology improves performance.

Product Installation without specialized tools.

Dual tamper technology (ability to detect removal of device both cut and non-cut from offender).

Dual monitoring centers in different geographic locations to insure continuous monitoring in event of power outage or natural disaster at one location, is preferred.

Vendor to provide juvenile offender population statistics as designated and requested by Juvenile Probation Services.

#### CERTIFICATION, STANDARDS & SAFETY

All RF and GPS Units installed shall be certified as meeting standards for safety and use, as may be promulgated by any governing body, including any electrical, communications, consumer or other standards, rules or regulations that may apply.

#### INSTALLATION

It shall be the Juvenile Probation Services responsibility to install each RF and GPS System on designated juvenile offenders. The vendor shall provide office hours consistent with the regular business hours of Juvenile Probation Services and have sufficient staff available during these hours to assist in installations immediately upon order.

The vendor shall immediately notify Juvenile Probation Services if it is unable to complete an installation within the established time frame.

The vendor shall provide all parts and equipment necessary for installing an electronic monitoring unit.

The vendor shall assist Juvenile Probation Service officers in trouble shooting a faulty connection and if necessary provide support in the field to rectify connection/monitoring issues.

If any applicable regulatory, industry, or manufacturer standards are changed, resulting in improvements or updating of equipment, Juvenile Probation Services shall be notified and each on-line juvenile offender shall immediately be provided with said new equipment.

#### MAINTENANCE OF EQUIPMENT & SERVICE

Vendor shall maintain all installed RF and GPS equipment in proper working order. The vendor shall make provision to insure that each installed RF and GPS unit is operating properly at least once every 24 hours.

The vendor shall immediately notify Juvenile Probation Services of any RF and GPS unit that is not operating properly. Malfunctioning equipment shall be repaired or replaced within 24 hours of notification or identification.

Vendor shall maintain a 24-hour Monitoring Center staffed with trained response operators. The Monitoring Center shall perform the activities that follow:

1. The Monitoring Center will immediately notify Juvenile Probation Services of all alerts following pre-established protocols, email, phone, and text communication is preferable. Violations should be reported the same day as the offense. Weekly reporting of all tether activities and violations is required. Record keeping of all tether participants and violations is expected.
2. The Monitoring Center will be capable of receiving and notifying Juvenile Probation Services of multiple alert signals simultaneously.
3. The Monitoring Center terminal operator will continuously monitor the status of the alert until they receive notification from Juvenile Probation Services that alert has been resolved and cleared.
4. The Monitoring Center will verify resolution of the alert status, document the incident for future reference, and notify Juvenile Probation Services of the incident via email and fax within 24 hours or the next business day.
5. Lost and Damaged: The provider is responsible for retrieving lost, damaged, abandoned equipment. Provider will pay for the cost associated with replacing lost, stolen, or damaged units.

EXHIBIT B  
Insurance Checklist

**GENESEE COUNTY INSURANCE CHECKLIST**

**Proposal Title TETHER EQUIPMENT AND MONITORING SERVICE**

**Proposal Number 17-119**

**Coverages Required**

**Limits (Figures denote minimums)**

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<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<input checked="" type="checkbox"/> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 6. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 7. The certificate must state Proposer number and title	
<input checked="" type="checkbox"/> 8. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. Evidence of Addition Insured under Blanket coverage within the policy language is also acceptable. However, a copy of the language applicable to this must be provided.	

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