

**Timekeeping Systems, Inc.  
Master Sales Agreement**

This Master Sales Agreement ("Agreement") is entered into by and between TimeKeeping Systems, Inc., an Ohio Corporation, with an address of 30700 Bainbridge Road, Solon, Ohio 44139 ("TKS") and Jackson County, MO. with an address of 415 E. 12<sup>th</sup> Street, Kansas City, MO. 64106 ("Customer"). This Agreement shall become effective when signed by both parties (the "Effective Date").

**WHEREAS**, TKS manufactures the Guard1 Real Time system of proprietary software, equipment and related items for providing documentation, efficiency and safety to Customer, Customer's employees and individuals in Customer's custody and care; and

**WHEREAS**, Customer desires to purchase, and TKS desires to provide, the selected equipment, software, services, and related items set forth herein subject to the terms of this Agreement.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1. Attachments**

This Agreement includes the following attachments incorporated herein by reference:

- Exhibit A: System Requirements
- Exhibit B: Statement of Work
- Exhibit C: Equipment, Software and Services

**2. Definitions.**

- a. "Hardware" means data processing devices, including without limitation, computer systems, networking equipment, mobile or portable electronic devices, and devices for communicating between and among other hardware devices.
- b. "Equipment" means the hardware, and other tangible equipment set forth on Exhibit C sold and/or installed by TKS to Customer hereunder.
- c. "Software" means software or firmware, including Guard1 Real Time software, other software required for its operation, and firmware resident in hardware devices, developed, provided and/or installed by TKS and licensed by TKS to Customer hereunder.
- d. "Service" or "Services" means the professional services provided by TKS, including, but not limited to, installation and implementation services, custom programming, technical support and any additional training or support beyond the scope of standard technical support.
- e. "Guard1 System" means the totality of the equipment, software and services sold and/or licensed and/or installed by TKS to Customer hereunder.

**3. Purchase and Sale.**

- a. Customer hereby purchases, and TKS hereby sells the Equipment and Services and licenses the Software set forth on Exhibit C pursuant to the terms and conditions of this Agreement.

APPROVED AS TO FORM

  
County Counselor

Timekeeping Systems, Inc.  
Master Sales Agreement  
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FILED  
FEB 25 2021  
CLERK OF THE COUNTY LEGISLATURE

ATTEST:

  
Clerk of the County Legislature

- b. All changes affecting delivery date or otherwise affecting the scope of the order are subject to prior written approval by TKS and may result in price, delivery, specification, and/or other changes.
- c. *Invoices/Sale Terms.* Equipment shall be invoiced at the time of shipment. Software shall be invoiced at the time it is made available to Customer via physical media or download. Support subscriptions and license fees shall be invoiced annually in advance; and Services shall be invoiced upon completion. Renewal of a lapsed support subscription or license (including any mobile device license) for the Guard1 System shall require a reinstatement fee invoiced to cover the lapsed period of time. Terms are net thirty (30) days from date of invoice, subject to credit approval. Customer agrees to pay interest on all past due amounts at a rate of ten percent (10%) per annum. Customer to pay all costs of collection, including attorneys' fees. No offset of payment by Customer is permitted. TKS reserves the right to withhold technical support and repair services if Customer fails to pay the full balance within thirty (30) days from the date of invoice.
- d. No order placed under this Agreement may be cancelled without TKS's prior written approval. No equipment shipped to customer may, be returned without a Return Merchandise Authorization (RMA) issued by TKS. TKS may, at its option, impose a cancellation or restocking charge for any such cancellation or return.

#### **4. Purchase Orders**

- a. *Purchase Orders.* Purchase orders are not required by TKS. Customer may issue a purchase order to TKS if required by Customer or any legal statute or regulation. Any terms and conditions in Customer's purchase order(s) will not apply unless accepted in writing by TKS.
- b. *Orders.* Timely written acceptance, by a representative of Customer, of a TKS quotation or other offer, shall be considered a valid order, regardless of whether Customer's procedures may require a formal purchase order.

#### **5. Shipment; Title**

Unless otherwise agreed between the parties, shipment will be F.O.B. Customer's facility. Risk of loss or damage shall pass to Customer at the F.O.B. point. Title to hardware shall remain with TKS as security only and until paid in full. Title for software or firmware remains with TKS and is licensed for use by Customer pursuant to the License terms and conditions of this agreement and any other applicable TKS's license agreement.

#### **6. TKS Additional Offerings**

TKS offers the following as additional options for Customer which, if selected by Customer, shall be set forth on Exhibit C:

- a. Mobile devices used in conjunction with the Guard1 System shall be TKS approved devices only, purchased from TKS subject to the terms of this agreement, and managed by TKS under its mobile device management ("MDM") plan. Customer shall provide access to devices as required by TKS for updates and other MDM functions. Customer agrees to pay an annual mobile license fee during the Term of this Agreement.
- b. A Cloud-based Guard1 System, if selected, shall be subject to the provisions of the *Cloud System Service Level Agreement* Section 10 below. The Cloud option allows

Customer to run the Guard1 System from Microsoft Azure cloud servers. Customer agrees to pay hosting and support fees during the Term of this Agreement.

## 7. Technical Support

a. *Technical Support Services.* Technical Support Services include the following:

- An annual training class.
- Assistance with resolution of technical problems.
- Basic assistance with usage of the Guard1 System.
- Technical assistance for upgrades.

TKS shall use its best efforts to resolve any technical problems. However, TKS does not guarantee a resolution.

- b. *Professional Services.* Professional Services (including installation, start-up, application engineering assistance and technical training) are provided subject to a mutually agreed upon Statement of Work, in the form attached hereto as Exhibit B and made a part hereof, (each a "Statement of Work") or, if no Statement of Work is made a part of this Agreement, upon request by Customer. Assistance outside the scope of Technical Support is available via a request for additional Professional Services, for a quoted amount, and to be set forth in a Statement of Work. Statements of Work which are executed by the parties shall reference this Agreement and shall become part of this Agreement from the date of execution. In the event of a conflict between the provisions of this Agreement and the specific provisions set forth in a Statement of Work, the provisions of such Statement of Work shall prevail.
- c. *Available Hours.* Technical Support is available Monday-Friday, 8:00 am-6:00 pm EST, with the exclusion of national holidays.
- d. *Extended Hours Support.* Extended Hours Technical Support is available to customers using the Guard1 Duress system component, for an additional fee. Extended Hours Technical Support is available to all other customers, for an additional fee, at TKS's sole option. Extended Hours Technical Support is available 24 hours per day, 365 days per year. TKS will respond to Extended Hours support requests within two hours, on a priority, best effort basis.
- e. *Support Subscription.* Customer agrees to maintain a current Technical Support Subscription billed annually, in advance.

## 8. Customer Obligations

During the Term of this Agreement, Customer shall comply with the following duties and obligations:

- a. *Customer Environment.* Customer's existing hardware, equipment and technology environment shall meet the minimum standards as set forth in Exhibit A. In the event of an upgrade, Customer's hardware, equipment and technology environment will meet the then-current standards as set forth in Exhibit A.
- b. *Remote Access.* Unless otherwise agreed to by the parties in writing, all Services will be provided remotely by TKS. As such, Customer's environment must have remote access capabilities and Customer must allow access by TKS when deemed necessary

to provide Services.

- c. *Cooperation.* Customer shall make available such personnel, resources, and information as may be reasonably required for the successful implementation of the Guard1 System, including those specified in a Statement of Work. Customer's designated employees must reasonably participate in any scheduled Guard1 System training.
- d. *Security Protection.* Customer shall be responsible for developing and maintaining physical and electronic security measures for access to its designated locations, its network, and any Customer data.
- e. *Costs.* Customer will be responsible for and agrees that TKS may invoice for additional costs due to Customer's failure to comply with its obligations set forth in this *Customer Obligations* Section 8.

## **9. License**

Software or firmware which is subject to any TKS license agreement is also subject to this Agreement. In the event of any inconsistency between this Agreement and a TKS license agreement, this Agreement shall govern. In the absence of a separate TKS license agreement, Customer is granted a non-exclusive, non-transferable license, in accordance with TKS' End User License Agreement, which shall be incorporated herein and made a part hereof.

Customer acknowledges and agrees that its right to use Licensed Software is contingent upon maintenance of a current Support Subscription and payment in full of any and all fees and charges, whether one-time or periodic, whether for hardware, software, services or support.

## **10. Cloud System Service Level Agreement**

The following Cloud System Service Level Agreement terms and conditions apply to systems hosted by TKS on the Customer's behalf. They do not apply to on-premises systems which reside on customer servers.

- a. *Uptime Guarantee.* TKS's "Uptime Guarantee" is 99% which equates to a maximum of 7.12 hours of downtime during any consecutive 30-day period.
- b. *Service Not Available/Significant Degradation.* TKS's outage reporting is to notify Customer within 15 minutes after TKS's determination that the Guard1 System and/or Services are unavailable or significantly degraded. Resolution of outage will be conducted as soon as possible using reasonable best efforts of TKS. Escalation threshold will be 1 hour for complete loss of service and 4 hours for a significant degradation.
- c. *Limited Degradation.* TKS's outage reporting is to notify Customer within 1 hour after TKS's determination that the Guard1 System and/or Services have a limited degradation. Resolution of outage will be conducted ASAP using reasonable best efforts of TKS. Escalation threshold will be 24 hours.
- d. *Small Degradation.* TKS's outage reporting is to notify Customer within 24 hours after TKS's determination that the Guard1 System and/or Services have a small degradation. Resolution of outage will be conducted ASAP using reasonable best efforts of TKS. Escalation threshold will be 48 hours.

- e. *Process.* TKS's obligations herein are applicable only if Customer provides TKS with designated representatives and supplies TKS with applicable updates as contact information changes. TKS will be relieved of its obligations if TKS's contact information for Customer is out of date or inaccurate due to Customer's action or omission or if TKS's failure is due to reasons of Force Majeure as defined in this Agreement.
- f. *Remedy.* If TKS fails to meet the above obligations, at Customer's request Customer's account shall be credited the pro-rated charges for any hours beyond 7.12 over any consecutive 30-day period under the Uptime Guarantee. Such credit shall not exceed the amount paid or payable by Customer to TKS during the period or periods in which the SLA was not met. Customer agrees that such SLA credits shall constitute the sole, exclusive and complete remedy for Customer with respect to the corresponding failures by TKS to perform in accordance with the SLA.
- g. *Upgrades.* TKS may schedule downtime for routine maintenance and upgrades to its Cloud-based system during off-peak hours (6:00 p.m. through 6:00 a.m. prevailing Eastern Standard Time). TKS shall attempt to provide Customer with at least one (1) week advanced notice of such scheduled downtime or upgrade, and will attempt to coordinate the time of upgrade for the convenience of Customer. TKS also reserves the right to suspend Customer's access to the Guard1 System for purposes of emergency maintenance work at any time as deemed appropriate by TKS, without notice to Customer.
- h. *Caveats and Exclusions.* TKS specifically does not and cannot guarantee the following: Circuit outages; Performance within Customer's internet service provider's network; Performance across peering links; Performance to a specified end-user; Impact from manufacturer hardware or software defects including security vulnerabilities; Impact due to internet or 3<sup>rd</sup> party hosted denial of service, virus, or malware threats; Impact due to TKS requiring action by Customer to restore service; and Impact due to radio frequency (RF) or electromagnetic (EM) interference.

## 11. Term and Termination

- a. *Term.* This Agreement shall commence on the Effective Date and continue for a period of one (1) year (the "Term") from the Effective Date.
- b. *Default*
  - i. In the event of a breach or default by Customer under this Agreement, TKS shall have the right to terminate this Agreement and pursue any remedy available at law or in equity, including, but not limited to, seeking damages, specific performance and an injunction.
  - ii. No termination by Customer for default shall be effective unless and until TKS shall have failed to correct such alleged default within forty-five (45) days after receipt by TKS of the written notice specifying such default.
- c. *Effect of Termination.* Upon the termination of this Agreement, all obligations and rights of the parties hereunder shall automatically and immediately cease, except their respective obligations under the following Sections: *Invoices/Sales Terms; Confidentiality; Warranty Disclaimer; and Indemnity*, and their respective obligations that accrued prior to termination or result from any default hereunder, all of which shall

survive termination to the maximum extent permitted by applicable legal requirements. Further, Customer shall be responsible for the payment of any balance owed to TKS, which shall immediately become due and owing.

d. Data Retention

- i. For hosted systems, TKS will retain Customer's data for 30 days after Termination, after which it will be deleted. TKS shall bear no responsibility for data deleted in accordance with this section.
- ii. At any time up 30 days after Termination, TKS shall provide a copy of Customer's data upon written request by Customer. TKS shall invoice Customer for this service at TKS's then current rate for Professional Services.

## 12. Warranties

- a. *Limited Hardware Warranty.* Hardware which is subject to any hardware warranty is also subject to this Agreement unless inconsistent with the hardware warranty, in which case the hardware warranty shall govern.
  - i. Warranty Term
    - A. PIPE II (Version II, identified by serial numbers beginning with "A") is warranted to be free from defects in materials and workmanship for a period of five years from the date of original purchase. Batteries are warranted to maintain an adequate operating voltage level for a period of five years from the date of original purchase.
    - B. Mobile Devices are warranted to be free from defects in materials and workmanship for a period of three (3) years from the date of original purchase.
    - C. Wall Mount RFID Tags are warranted to be free from defects in materials and workmanship for their service lifetime
    - D. All other hardware products are warranted to be free from defects in materials and workmanship for a period of one (1) year from the date of original purchase.
  - ii. TKS agrees to repair or, at TKS's option, replace equipment supplied by TKS which proves to be defective in materials or workmanship. Satisfaction of this warranty, consistent with other provisions herein, will be limited to the replacement, or repair or modification of, or issuance of a credit for the goods involved, at TKS's option, only after the return of such goods with TKS's consent and issuance of a Return Merchandise Authorization (RMA). Any warranty service (consisting of time, travel, and expenses related to such services) performed other than at TKS's factory, shall be at Customer's expense.
- b. *Software and Firmware.* TKS warrants that new software will conform to the written specifications prepared, approved, and issued by TKS for a period of twelve (12) months from the date of shipment from TKS's factory in Solon, Ohio, or if transferred electronically, from the date of download or other transfer to Customer. In the event of a warranty claim, TKS will provide corrective measures which are limited, at TKS's

option, to repair, replacement or modification of the software and/or firmware code, or recommendation of a viable, alternative application that will enable Customer to work around the failure. TKS makes no representation or warranty, express or implied, that the operation of the software or firmware will be uninterrupted or error free, or that the functions contained therein will meet or satisfy Customer's intended use or requirements.

- c. *Third Party Products.* Products which are not manufactured by TKS are subject to the manufacturer's warranty.
- d. *Warranty Disclaimer.* Warranty satisfaction is available only if (i) TKS is promptly notified in writing upon discovery of an alleged defect and (ii) TKS's examination of the subject goods discloses, to its satisfaction, that any alleged defect has not been caused by misuse, abuse, neglect, improper installation, improper operation, improper maintenance, repairs by other than TKS's authorized service facility, alteration or modification, accident, or unusual deterioration or degradation of the goods or parts thereof due to physical environment or due to electrical or electromagnetic noise environment. Repair or replacement as provided under these warranties is the exclusive remedy of customer. TKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN NO EVENT SHALL TKS HAVE ANY LIABILITY TO CUSTOMER IF THE GUARD1 SYSTEM OR SOFTWARE HAVE BEEN SUBJECTED TO MISUSE, MISAPPLICATION OR NEGLIGENCE, DAMAGED BY ACCIDENT, RENDERED DEFECTIVE BY REASON OF IMPROPER INSTALLATION, NOT USED AS RECOMMENDED AND IN ACCORDANCE WITH APPROVED INSTALLATION AND OPERATING PRACTICES OR RENDERED DEFECTIVE BY THE PERFORMANCE OF REPAIRS OR ALTERATIONS NOT APPROVED BY TKS.

### **13. Returns**

Prior to returning goods for repair or exchange, the Customer must first obtain a Return Merchandise Authorization ("RMA") number from TKS. The RMA number must appear on the shipping carton. A Return Merchandise Authorization will be valid for thirty (30) days only. The Customer shall bear the cost of shipping the goods to TKS. When goods are received without an RMA number, or if the RMA has expired, TKS may, at its option, return the goods to the Customer, freight collect, or process the return for a handling charge of twenty-five dollars (\$25) or ten percent (10%) of the product cost, whichever is greater. Returns for credit are subject to a twenty percent (20%) re-stocking fee plus any charges incurred in refurbishing the goods. Under no circumstances may goods be returned after thirty (30) days.

### **14. Insurance; Indemnity**

- a. *Insurance.* During the Term of this Agreement, TKS shall maintain commercially reasonable insurance coverage for the following risks: (i) Comprehensive General Liability Insurance; and (ii) Workers' Compensation (as required by statute). Upon written request of the Customer, TKS shall name the Customer as an additional insured under such policies (except for Workers' Compensation), and shall provide Customer with a certificate evidencing the above insurance coverage.

- b. *Intellectual Property.* TKS shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third party alleging that the use of the Guard1 System as permitted hereunder infringes or misappropriates the registered copyrights or issued patents of a third party, and shall indemnify Customer for any damages finally awarded against, and for reasonable attorneys' fees incurred by, Customer in connection with any such Claim; provided, that Customer (a) promptly gives TKS written notice of the Claim; (b) gives TKS sole control of the defense and settlement of the Claim (provided that TKS may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and (c) provides to TKS all reasonable assistance.
- c. *Indemnification.* TKS shall indemnify, defend and hold harmless Customer, its directors, officers and employees, successors and assigns, from and against any and all claims of third parties resulting from the TKS's negligence or willful misconduct in the performance of its obligations hereunder. IN NO EVENT, REGARDLESS OF CAUSE, SHALL TKS BE LIABLE FOR (A) BUSINESS INTERRUPTION, LOSS OF PROFIT OR THE LIKE, (B) PENALTIES OR PENALTY CLAUSES OF ANY DESCRIPTION, (C) INDEMNIFICATION OF CUSTOMER EXCEPT AS PROVIDED IN THIS PARAGRAPH, (D) INDIRECT OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCE, INCLUDING ANY LOSS, INJURY, OR OTHER DAMAGES. TKS'S MAXIMUM LIABILITY, INCLUDING DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE ORDER. This limitation of TKS's liability will apply regardless of the form of action, whether in contract or tort, including negligence. Any claim against TKS must be made within six (6) months after the cause of action accrues.

## 15. Confidentiality

- a. *Definition.* "Confidential Information" shall mean confidential or other proprietary information that is disclosed in writing by one party (the "Disclosing Party") to the other party (the "Receiving Party") under this Agreement and conspicuously labeled by the Disclosing Party as Confidential Information at the time of disclosure, including, without limitation, designs, drawings, models, prototypes, software designs and code, bit-map files, data, product specifications and documentation, business and product plans, and other confidential business information. Confidential Information shall not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the Receiving Party; (ii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; (iii) is already known to the Receiving Party at the time of disclosure under this Agreement; or (iv) is disclosed to the Receiving Party by a third party without obligation of confidentiality.
- b. *Protection of Confidential Information.* Each party agrees not to transfer or otherwise disclose the Confidential Information of the other party to any third party unless authorized in writing. Each party shall (i) give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (ii) take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own confidential information, but, in no event, shall a party apply less than a reasonable standard of care to prevent such disclosure or unauthorized use. Receiving Party shall not be in violation of its obligations under this *Confidentiality* Section if it discloses



Confidential Information pursuant to a judicial or governmental order, provided that the Receiving Party gives the Disclosing Party sufficient prior notice to contest such order and seek a protective order.

- c. *Confidential Information Not Related to the Performance of this Agreement.* Customer acknowledges that TKS does not wish to receive any Confidential Information from Customer except Confidential Information that is necessary for TKS to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, TKS may reasonably presume that any unrelated information received from Customer is not proprietary or Confidential Information.
- d. *Disclosure to Competitors Regarding the Guard1 System.* Customer agrees not to provide any information (whether Confidential Information or otherwise) relating to the Guard1 System, its composition, Software, Hardware, Equipment, intellectual property, pricing, or other attributes, to any person or entity that is (i) a competitor of TKS; or (ii) that develops, markets or manufactures products (A) substantially similar to the Guard1 System or any Guard1 System component or (B) for any purpose substantially similar to that of the Guard1 System or any Guard1 System component.
- e. All of the Customer's obligations under this paragraph 15 are subject to the provisions of the Missouri Open Records Act, chapter 610, RSMo.

## **16. General Provisions**

- a. *Complete Understanding; Modification.* This Agreement including all exhibits and any Software License Agreements (if applicable) constitutes the complete, integrated and exclusive agreement of the parties and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement shall be effective unless in writing and signed by both parties hereto.
- b. *Force Majeure.* TKS shall not be liable for any loss, damage or delay in delivery due to acts of God or causes beyond its reasonable control including acts of the Customer, acts of civil or military authority, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, transportation embargoes, or inability due to causes beyond its reasonable control to obtain necessary engineering talent, labor, materials or manufacturing facilities. In the event of such delay, the delivery date shall be extended for that length of time as may be reasonably necessary to compensate for the delay.
- c. *Government Clauses and Contracts.* No Government contract regulations or clauses shall apply to the goods sold hereunder or bind TKS unless specifically agreed to in writing by TKS.
- d. *Assignment.* This Agreement may not be assigned by either party without the written consent of the other party.
- e. *Governing Law and Forum.* This Agreement shall be made in and performed in the State of Missouri and shall be governed by and interpreted in accordance with the laws of the State of Missouri, including its provisions of the Uniform Commercial Code. Customer agrees that all actions or proceedings arising directly or indirectly from this

Agreement shall be litigated exclusively in courts having both jurisdiction and venue within the State of Missouri and Jackson County. Customer hereby consents to the jurisdiction of any local, state or federal court located within the State of Missouri and Jackson County and waives the personal service of any and all process upon Customer herein and consents that all such service or process may be made by certified mail to the Customer. Should any term or provision of this Agreement be held wholly or partly invalid or unenforceable under applicable law, the remainder of the Agreement evidenced hereby will not be affected thereby.

- f. *Severability.* If any provision of this Agreement is held to be invalid or unenforceable under the circumstances, such provision's application in any other circumstances and the remaining provisions of this Agreement shall not be affected thereby.
- g. *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed effective when delivered by hand or by electronic transmission, or upon receipt when mailed by registered or certified mail (return receipt requested) or next day national carrier, postage prepaid, to the parties at the addresses first listed above.
- h. *Waiver.* No failure or delay on the part of any party in exercising any right hereunder, irrespective of the length of time for which such failure or delay shall continue, will operate as a waiver of, or impair, any such right. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any right hereunder will be effective unless given in a signed writing.
- i. *Counterparts.* This Agreement may be executed in multiple counterparts, which taken together shall constitute an original without the necessity of the parties signing the same page or the same documents, and may be executed by signatures to electronically transmitted counterparts in lieu of original printed or photocopied documents. Signatures transmitted electronically shall be considered original signatures.

[signature page follows]

By signing below, the Customer acknowledges that it has read and understands this Agreement and, intending to be legally bound, agrees to its terms and conditions.

TimeKeeping Systems, Inc.

Signature: 

Name: ROGER W. STAHL

Title: VICE Pres. acct

Date: 09 FEB 21

Customer: Jackson County, Mo

Signature: 

Name: Bob Cutsinger

Title: Finance Director

Date: 1-28-2021

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**Exhibit A**  
**Guard1 Real Time**  
**Minimum System Requirements**

Which requirements apply to your system?

Your system's configuration and its components determine which requirements apply:

Deployment can be **on-premises** or **cloud**.

Hardware components will include one or more of:

- **Mobile devices** (smartphones) that read RFID tag or ID badges
- **The PIPE**, a super-rugged data recorder
- **Duress Devices**, personal alarms for staff or officers
- **Tracking** – Active RF tracking tags for locating people and things

**Integration** with a JMS, OMS or other management system.

**Minimum requirements for all systems**

Active Directory and client workstation requirements apply to **all systems**.

**Active Directory**

- Active Directory groups for Guard1ControlRoom, Guard1Management, Guard1Reports, Guard1System. Custom named groups corresponding to these are permitted.
- Active Directory users must have a logon name including domain
- Employee ID Numbers must be implemented and must be unique
- Mobile device users must be a member of the Guard1ControlRoom group, or a group that can be given the Guard1ControlRoom role
- 

**Client Workstation Operating System**

- Windows 7 SP1 (32/64-bit)
- Windows 8.1 (64-bit)
- Windows 10 (64-bit)
- Windows Server 2012 R2
- Windows Server 2016
- Active Directory (workgroups are not supported)

**Client Workstation Hardware Requirements**

- 2.80 GHz 64-bit 2-core CPU
- 8 GB RAM
- 10 GB free HDD space

## **Minimum requirements for on-premises systems**

Server and installation requirements apply to **on-premises** system only.

### **Server Operating System (On-Premises systems only)**

- Windows Server 2012 R2
- Windows Server 2016
- Windows 10, 64-bit (PIPE systems only)

### **Server Hardware (On-Premises systems only, with Duress or Tracking)**

- 2.80 GHz 64-bit 8-thread CPU
- 32 GB RAM
- Main Hard drive 50 GB free HDD space
- Second Hard drive for Archives/Backups-500 GB free HDD space
- Dual Network Interface Cards
- Remote access to the Server via the Internet (via Webex or VPN)
- 1024x768 monitor
- Active Directory (Workgroups are not supported)

### **Server Hardware (On-Premises systems only, with Mobile Devices or The PIPE)**

- 2.80 GHz 64-bit 2-core CPU
- 8 GB RAM
- Main Hard drive 50 GB free HDD space
- Second Hard drive for Archives/Backups-500 GB free HDD space (recommended)
- Remote access to the Server via the Internet (via Webex or VPN)
- 1024x768 monitor
- Active Directory (Workgroups are not supported)

### **SQL Server (On-Premises systems only)**

- SQL Server Standard Edition or Enterprise Edition. SQL Server Express Edition is not supported.
- SQL Server 2014 or newer with Reporting Services in Native Mode
- SQL Server can run on the Guard1 server or on a different server

### **Installation Requirements (On-Premises systems only)**

- Login with LOCAL ADMIN rights on the app server
- Windows or SQL login with SYSADMIN rights on the SQL database server
- Windows login with ADMIN rights on the SSRS server
- If SSRS is not on the app server, a Windows Domain account with a non-expiring password is required to run the Guard1TrackingAppPool.

### **Connectivity (On-Premises systems)**

- VPN access or equivalent for Guard1 Technical Support and Professional Services

## **Minimum requirements for Mobile Devices**

WiFi, certificate and connectivity requirements apply to systems with **Mobile Devices**.

### **SSL certificate (Mobile)**

- Required when Mobile Devices are implemented

### **Connectivity**

- VPN access or equivalent for Guard1 Technical Support and Professional Services
- If mobile devices are used, WiFi access is required where data is transferred or officers log in (control room, officer desk, etc.)
- Access to Manage Engine MDM server via Internet is required at locations where mobile devices are charged or stored

### **WiFi Infrastructure (Mobile)**

- A WiFi domain that supports WiFi roaming, with 802.11k and 802.11r
- Minimum -67 dBm RSSI
- Minimum 19 dBm SNR
- Co-channel or adjacent channel separation of at least 19 dBm
- NTP service available to mobile devices

## **Minimum requirements for Duress Devices and Tracking**

Network Infrastructure requirements apply to systems with **Duress Devices** or real time **Active Tracking**.

### **Network Infrastructure (Duress and/or Inmate Tracking)**

- CAT 5 cabling per drawing
- Switches as agreed

Your Guard1 Project Manager will work with you to determine cabling drops and additional network infrastructure you will need to provide. Unless otherwise noted, network infrastructure is the customer's responsibility.

## **Requirements for Integration**

**Integration** requirements apply to systems with optional JMS, OMS or management system **integration**. Integration requires an in-depth review – please speak with your TimeKeeping Systems representative.

### **JMS/OMS Integration**

- The customer or customer's management system vendor will provide an export file from JMS system meeting TimeKeeping Systems' current JMS/OMS export requirements
- The export is typically saved to a shared folder on a server or SFTP share
- Guard1 requires unique identifiers for beds and bed assignments.

## **Exhibit B**

### **GUARD1 Real Time Statement of Work**

#### **Overview**

The complete Statement of Work will include:

- Common work for all systems. See Statement of Work for All Systems.
- Server setup and software installation. See Statement of Work for On-Premises Systems or Statement of Work for Cloud Systems.
- Hardware setup. See Statement of Work for PIPE and/or Mobile Device and/or Duress/Active Tracking.
- Optional implementation of a management system interface. See Statement of Work for Management System / JMS / OMS Integration.

TimeKeeping Systems' work will be performed remotely unless otherwise agreed.

Customer assistance is important in defining work parameters and setting up the IT environment.

#### **Statement of Work for All Systems**

Purpose: This is the work common to all GUARD1 Real Time systems.

##### **Initial IT Review**

Participants: TimeKeeping Systems, Customer IT staff

Typical Duration: 30 minutes

Work performed:

TimeKeeping Systems will review the System Requirements with your team.

TimeKeeping Systems will provide the IT Deployment Guide to your team and review the information needed in order to begin the implementation process.

TimeKeeping Systems will set up the Kickoff meeting and provide an agenda.

Deliverables:

Deployment Guide information form completed by Customer

Samples provided to TimeKeeping Systems for forms being used, current wristband, ID badge

Project participants identified: Project Champion, Principal IT Contact

##### **Kickoff Meeting**

Participants: TimeKeeping Systems, Project Champion, Principal IT Contact, others to be identified

Typical Duration: One hour

Work performed

Review the components of the system being implemented.

Review the steps of the implementation process.

Discuss requirements, where applicable, for cabling, and infrastructure.

Discuss requirements for Customer WiFi environment (for mobile devices).

Discuss training and develop a preliminary plan.

Set a date for IT environment preparation by Customer.

Deliverables:

- Date set for remote system implementation
- Preliminary action plan

◆ **Milestone: Project Started**

**IT Environment Preparation**

Work performed

- The Customer will prepare an environment that meets the System Requirements
- The Customer will notify TimeKeeping Systems and confirm the system implementation date

Deliverables:

- Hardware and software prerequisites are met on client workstations.
- Active Directory groups created and users assigned for GUARD1ControlRoom, GUARD1Management, GUARD1Supervisors, GUARD1Reports, GUARD1System
- Review environment with TimeKeeping Systems
- Date confirmed for remote system implementation
- Customer IT staff assigned and available

◆ **Milestone: IT Environment Ready**

**Install GUARD1 on the server**

Typical Duration: Variable, depends on features, environment and scheduling

Participants: TimeKeeping Systems, Customer IT staff

Work performed:

- TimeKeeping System will install GUARD1 Real Time on the server – for cloud systems, on an Azure instance implemented by TimeKeeping Systems; for on-premises systems, on the Customer's server.
- Configure inmates, officers, assets, locations if JMS/OMS Integration is not implemented (up to 200 objects)
- Create Duty Posts
- Create Well-being Check Rules and Calendar / Inspection Rules
- Configure Maps and Zones
- Configure Activities, Handouts and Observations
- Configure Reports
- Configure Alerts and Notifications
- Configure System Agents
- Confirm Data Maintenance runs successfully

**Install GUARD1 on a client workstation**

Participants: TimeKeeping Systems, Customer IT staff

Work performed:

- Install GUARD1 Real Time Client on Customer workstation
- Confirm that user can log in and access functions appropriate to their AD group assignment
- Review Client installation process with Customer IT staff for remaining workstations

**System Check-Out**



Participants: TimeKeeping Systems, Customer IT staff

Work performed:

Confirm the system is functional

Deliverables:

System is installed and functional

◆ **Milestone: System is Customer Ready**

### **Training**

Participants: TimeKeeping Systems, Customer operations staff

Typical Duration: Varies depending on system size. Typically one to two days.

Work performed:

Review the GUARD1 system using Customer's deployment

How to enter data

How to use the system

How to run reports

Set date for followup call

Additional items such as Mobile Device training will be defined in a Training Plan as appropriate

Deliverables:

Customer is trained in use of the system

Customer is ready to enter data

Date set for go-live followup

◆ **Milestone: System is Go-Live Ready**

### **Go Live**

Participants: TimeKeeping Systems, Customer operations staff

Work performed:

TimeKeeping Systems staff is available to support Customer go live.

Deliverables:

System is up and running and in use

◆ **Milestone: System is Live**

### **Followup**

Typical Duration: 30 minutes

Participants: TimeKeeping Systems, Project Champion

Work performed:

Review system status

Determine and address any Customer problems

Set additional followup, if appropriate

Deliverables:

Installation and implementation are complete, or another followup

◆ **Milestone: Customer Approval**

## **Customer Acceptance**

Typical Duration: 30 minutes

Participants: TimeKeeping Systems, Project Champion

Work performed:

Review additional steps for system upkeep and maintenance

Customer accepts the system (sign-off)

Deliverables:

- Signed Customer acceptance

◆ **Milestone: Implementation Complete**

## **Statement of Work for Server Implementation**

GUARD1 can be deployed as an on-premises or cloud system. Only one of these statements of work will apply.

### **Statement of Work for On-Premises Systems**

Purpose: To implement the hardware environment for an on-premises Windows Server and SQL Server based GUARD1 system.

#### **IT Environment Preparation**

Work performed

TimeKeeping Systems will review requirements with the Customer

The Customer will prepare an environment that meets the System Requirements

The Customer will notify TimeKeeping Systems and confirm the system implementation date

Deliverables:

Hardware and software prerequisites are met on server(s) and workstations.

Active Directory groups created and users assigned for GUARD1ControlRoom,

GUARD1Management, GUARD1Reports, GUARD1System

SQL Server database maintenance includes database backup plan, recovery process, and archiving schedule

SQL Reporting Services is installed and configured

Date confirmed for remote system implementation

Customer IT staff assigned and available

#### **◆ Milestone: On-Premises Server is Ready**

### **Statement of Work for Cloud Systems**

Purpose: To implement a cloud based GUARD1 system.

#### **IT Environment Preparation**

Participants: TimeKeeping Systems, Customer operations staff

Work performed

TimeKeeping Systems will prepare a cloud system that meets the System Requirements

TimeKeeping Systems will contact Customer and confirm the system implementation date

Deliverables:

Cloud system ready for implementation

Local Active Directory groups created and users assigned for GUARD1ControlRoom,

GUARD1Management, GUARD1Reports, GUARD1System

#### **◆ Milestone: Cloud Server is Ready**

## Statement of Work for Hardware Implementation

GUARD1 supports multiple hardware options. One or more of these statements of work will apply, depending on the hardware selected by your organization.

### Statement of Work for PIPE Systems

Purpose: Set up hardware and checkpoints for the PIPE.

#### IT Environment Preparation

Work performed

- Locations planned for IP Downloader(s)
- Ethernet connection available for IP Downloader(s)

Deliverables:

- IP Downloaders connected and ready

◆ **Milestone: Downloaders Ready**

#### System Implementation

Work performed

- Assign iButtons or QR/NFC tags to locations
- Set up button wallets
- Configure IP Downloaders

◆ **Milestone: Hardware Ready**

### Statement of Work for Mobile Device Systems

Purpose: Set up mobile devices, supporting WiFi, and RFID tags and checkpoints.

#### IT Environment Preparation

Participants: TimeKeeping Systems, Customer operations staff

Work performed

- The Customer will prepare an environment that meets the WiFi System Requirements

Deliverables:

- WiFi configured to system requirements, including 802.11r and k, if required for mobile devices
- SSL Certificate procured for Mobile Clients
- Internet access for Mobile Device Management (MDM)
- Customer IT staff assigned and available

◆ **Milestone: IT Environment Ready**

#### Remote System Implementation

Participants: TimeKeeping Systems, Customer operations staff

Work performed

- Set up printing of RFID wristbands or ID cards
- Assign tags to inmates

◆ **Milestone: System is Customer Ready**

## **Training**

Participants: TimeKeeping Systems, Customer operations staff

Work performed:

- Discuss mobile device workflows
- How to use mobile devices
- Hands-on officer training

### **◆ Milestone: System is Go-Live Ready**

## **Statement of Work for Duress / Tracking Systems**

Purpose: Set up and implementation of zone-based positioning system

### **IT Environment Preparation**

Work performed

Note: The network for GUARD1 receivers will be provided by the Customer unless otherwise agreed. TimeKeeping Systems recommends an independent network for duress and tracking systems.

Prepare a network environment that meets the System Requirements.

- Install network cabling
- Deploy switches and other network infrastructure

Deliverables:

- Network cabling
- Customer IT staff assigned and available

### **◆ Milestone: IT Environment Ready**

### **Install GUARD1 on the server**

Work performed

- Assign Duress Devices to officers
- Assign tags to inmates
- Configure Zones and Maps
- Configure Tower Lights
- Configure System Agents

### **System preparation**

Work performed

- Install receivers
- Configure Receivers
- Tune receivers and optimize the system to maximize accuracy of location information

### **◆ Milestone: System is Customer Ready**

## **Statement of Work for Integration**

GUARD1 integrates with a management system, for patients, residents, offenders, etc. This integration is optional, so the statement of work below will apply if your system includes integration.

### **Statement of Work for Management Systems (JMS / OMS) Integration**

#### **Export File Preparation**

Work performed

- The Customer will provide an export file that meets TKS specifications
- The Customer export will provide unique bed assignments per individual
- The Customer export will provide a URI for individuals' photos

Deliverables:

- XML Export file that meets TKS specifications
- Sample export file available for TKS development
- If an XML Export file is not available, the Customer will provide an agreed-on export

#### **◆ Milestone: Export Ready**

#### **Export File Preparation**

Work performed

- TimeKeeping Systems will complete the integration using the Customer's export file

Deliverables:

- Integration is complete in GUARD1
- Ready for testing

#### **◆ Milestone: Export Ready**

#### **System Checkout**

Participants: TimeKeeping Systems, Customer IT staff, Project Champion

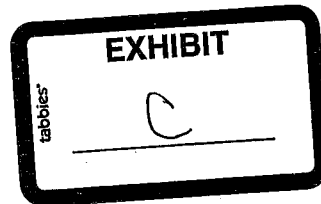
Work performed:

- Confirm access to management system data
- Confirm access to photos
- Confirm that data is correct

Deliverables:

- Integration is complete and functional

#### **◆ Milestone: Integration is Customer Ready**



# **GUARD1**

by TimeKeeping Systems

**Protecting lives  
and reputations**



**Request for Proposal # 60-20**

**Pricing Proposal**

Submitted by:

Barry Markwitz, President  
Nicole Clark, Regional Sales Manager  
TimeKeeping Systems, Inc.  
30700 Bainbridge Road, Solon, OH 44139

Tel. 216-595-0890

[sales@guard1.com](mailto:sales@guard1.com)

**5.7.14 Pricing for the following:**

**5.7.14.1 Base Proposal for the Equipment and Software Detailed in Section 4.0**

Qty.	Part Number	Description	Price	Total
1	G1RT-SW-CLOUD	GUARD1 Cloud with Integration to External System	9995.00	9,995.00
1	CLOUD-SQLSTD	GUARD Cloud - SQL Server Standard upgrade	3300.00	3,300.00
65	G1-SUPERMAX-KIT	GUARD1 SuperMAX Mobile Device, Ethernet Dock and spare battery	1795.00	116,675.00
350	NFC-MOUNT	Wallmount RFID Tag	9.95	3,482.50
23	PDC-4RPE	PDC Clincher Wristband, RFID Tag included, 450 per package	450.00	10,350.00
7	PDC-LABEL	Label for PDC Clincher Wristband, 1600 per package	49.95	349.65
1	LX500C	Primera LX500C Color Label Printer	1395.00	1395.00
1	PDC-705-00-PDA	PDC Dual Heater Wristband Laminator	449.95	449.95
		Total		\$145,997.10

**5.7.14.2 Any Options Offered by the Respondent**

Qty.	Part Number	Description	Price	Total
1	GUARD1-DURESS-1	Non-Rechargeable Duress Device	495.00	495.00
1	HOLSTER-NR-H	Holster for Non-Rechargeable Duress Device	49.95	49.95
1	SCANSTATION-02	ScanStation RFID Scanner, POE, PrisonProof Housing, no annual fee	895.00	895.00

**5.7.14.3 Implementation and Training**

Qty.	Part Number	Description	Price	Total
5	PROF-SVCS	Onsite Professional Services, per day	1500.00	7500.00
1	PROF-SVC-REMOTE	Remote Professional Services, per day	1500.00	1500.00
		Total		\$9000.00

**5.17.14.4 Software and Hardware Maintenance for three years**

Qty.	Part Number	Description	Price	Total
12	CLOUD-HOSTING	Hosting, per month	250.00	3,000.00
12	CLOUD-SUPPORT	Support and Management, per month	125.00	1,500.00
65	G1RT-AL-U	Android License for GUARD1 Real Time, Unlimited Users (per device, per year)	395.00	25,675.00
		Annual cost	Total	\$30,175.00
		Three year cost		\$90,525.00

**Optional No Fault Option**

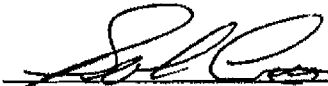
Qty.	Part Number	Description	Price	Total
65	NO-FAULT	Year One Coverage	No charge	No charge
65	NO-FAULT	Year Two No Fault Coverage for SuperMax Device / Dock / Battery	100.00 per device	6,500
65	NO-FAULT	Year Three No Fault Coverage for SuperMax Device / Dock / Battery	100.00 per device	6,500



**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$185,172.00 which is hereby authorized.

3-1-2021  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing  
Acct No. 036 2701 58170 \$146,000.00  
Acct No. 001 2701 58170 \$39,172.00