

AGREEMENT BETWEEN THE COUNTY OF LAKE AND TIMEKEEPING SYSTEMS INC. FOR AN ELECTRONIC CELL CHECK SYSTEM

This Agreement is made and entered into between the County of Lake and Timekeeping Systems Inc., for an electronic cell check system.

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, Contractor provide to County the services described in the Scope of Services attached hereto and incorporated herein as Exhibit A/B at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A – Definitions, Exhibit B – Scope of Services, Exhibit C – Fiscal Provisions, Exhibit D – Compliance Provisions, and Exhibit E – Contractor Proposal, the Agreement shall prevail.

2. **TERM.** This Agreement shall commence on March 29 2024, and shall terminate on March 29, 2027. The Agreement may be renewed for two (2), one (1) year periods upon written approval of both parties, unless earlier terminated as hereinafter provided. In the event County desires to temporarily continue services after the expiration of this Agreement, such continuation shall be deemed on a month-to-month basis, subject to the same terms, covenants, and conditions contained herein.

3. **COMPENSATION.** Contractor has been selected by County to provide the services described hereunder in Exhibit “B” (Scope of Services), attached hereto. Compensation to Contractor shall not exceed \$49,781.85.

The County shall compensate the Contractor for services rendered, in accordance with the provisions set forth in Exhibit “C” (Fiscal Provisions), attached hereto, provided that Contractor is not in default under any provisions of this agreement. Compensation to the Contractor is contingent upon appropriation of federal, state and county funds.

4. **TERMINATION.** This Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

A. **Default.** In the event of a breach or default by County under this Agreement, Contractor 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.

B. **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, County shall be responsible for the payment of any balance owed to Contractor, which shall immediately become due and owing.

C. Data Retention. For hosted systems, Contractor will retain County's data for 90 days after Termination, after which it will be deleted. Contractor shall bear no responsibility for data deleted in accordance with this section.

5. MODIFICATION. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning scope of services which do not affect the compensation may be modified by mutual written consent of Contractor and County executed by Lake County Sheriff's Office.

6. NOTICES. All notices between the parties shall be in writing addressed as follows:

County of Lake
Sheriff's Office
PO Box 489
Lakeport, CA 95453
Attn: Mary Beth Strong

Time Keeping Systems
30700 Bainbridge Road
Solon, Ohio 44139

7. EXHIBITS. The Agreement Exhibits, as listed below, are incorporated herein by reference:

- Exhibit A – Definitions
- Exhibit B – Scope of Services
- Exhibit C – Fiscal Provisions
- Exhibit D – Compliance Provisions
- Exhibit E – Timekeeping Systems Proposal

8. TERMS AND CONDITIONS. Contractor warrants that it will comply with all terms and conditions of this Agreement and Exhibits, and all other applicable federal, state and local laws, regulations and policies.

9. INTEGRATION. This Agreement, including attachments, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior Agreements, related proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties.

Executed at _____, California on _____.

COUNTY OF LAKE

CONTRACTOR

CHAIR, Board of Supervisors

 PRESIDENT

Time Keeping Systems

If applicable

ATTEST:

Susan R Parker

Clerk to the Board of Supervisors

APPROVED AS TO FORM:

Lloyd Guintivano

County Counsel

By: _____

By:  _____

EXHIBIT "A" – 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 Contractor to County hereunder.
- C. **Tracking Components** - means Duress Devices and Active Beacon Tracking Devices.
- D. **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 Contractor and licensed by Contractor to County hereunder.
- E. **Service or Services** - means the professional services provided by Contractor, 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.
- F. **Hosting or Cloud Hosting** - means the provision and management of computing resources by Contractor on behalf of County.
- G. **Guard1 System** - means the totality of the equipment, software and services sold and/or licensed and/or installed by Contractor to County hereunder.

EXHIBIT "B" – SCOPE OF SERVICES

1. CONTRACTOR OBLIGATIONS

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

Contractor shall meet all conditions listed in the RFP response listed under Section E.

Contractor software shall interface with the jails Inmate Management System, In Custody by Sunridge. This will allow for inmate demographics and housing assignments that will be shared on a real-time or near real-time basis.

The mobile devices software will have methods for recording notes, pictures, and video.

The cell check software will have adjustable time intervals between cell checks with real-time tracking with date, time, and location of completed cell checks; time remaining until next check; audible and visual alerts for time remaining and late checks.

The cell check software will have the ability to log movement, recreation, headcounts, meals, dietary restrictions, cell conditions, special status, with time and date.

The software will have the ability to customize reports by inmate, housing unit, deputy ID as well as by dates and times.

Ability to provide cell check reports for all cell checks and cell checks with exceptions with notes, percentage of on time checks and those with exceptions, checks not completed in a staggered fashion and the ability for supervisors to review cell checks in an easily accessed manner for non-technical staff.

2. COUNTY OBLIGATIONS.

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

County Environment. The county's existing hardware, equipment and technology environment shall meet the minimum standards as set forth in Exhibit D. In the event of an upgrade, County's hardware, equipment and technology environment will meet the then-current standards.

Cooperation. County 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. County's designated employees must reasonably participate in any scheduled Guard1 System training.

Security Protection. County shall be responsible for developing and maintaining physical and electronic security measures for access to its designated locations, its network, and any County data.

Costs. County will be responsible for and agrees that Contractor may invoice for additional costs due to County's failure to comply with its obligations set forth in this County Obligations.

3. SHIPMENT; TITLE

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

4. CONTRACTOR ADDITIONAL OFFERINGS

Contractor offers the following as additional options for County which, if selected by County.

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

5. TECHNICAL SUPPORT

Technical Support Services. Technical Support Services include the following:

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

Contractor shall use its best efforts to resolve any technical problems.

Available hours. Technical Support is available 24 hours a day seven (7) days a week.

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, if no Statement of Work is made a part of this Agreement, upon request by County. Assistance outside the scope of Technical Support is available via a request for additional Professional Services, for the 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.

Technical Support Fees. County agrees to maintain current Technical Support billed annually, in advance.

6. LICENSE

Subject to terms of this Agreement, Contractor grants County a non-exclusive, non-transferable license to use the Software for County's internal business or operational purposes.

Contractor is the owner of all right, title and interest in and to the Software, including all patent, copyright, trademark and trade secret rights in and to the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. The Software is licensed, not sold, and no ownership rights in the Software are transferred to County.

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

7. CLOUD SYSTEM SERVICE LEVEL AGREEMENT

- a) The following Cloud System Service Level Agreement terms and conditions apply to systems hosted by Contractor on the County's behalf. They do not apply to on-premises systems which reside on County servers.
- b) Uptime Guarantee. Contractor's "Uptime Guarantee" is 99% which equates to a maximum of 7.12 hours of downtime during any consecutive 30-day period.
- c) Service Not Available/Significant Degradation. Contractor's outage reporting is to notify County within 15 minutes after Contractor'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 Contractor. Escalation threshold will be 1 hour for complete loss of service and 4 hours for a significant degradation.
- d) Limited Degradation. Contractor's outage reporting is to notify County within 1 hour after Contractor's determination that the Guard1 System and/or Services have a limited degradation. Resolution of outage will be conducted as soon as possible using reasonable best efforts of Contractor. Escalation threshold will be 24 hours.
- e) Small Degradation. Contractor's outage reporting is to notify County within 24 hours after Contractor'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 Contractor. Escalation threshold will be 48 hours.
- f) Process. Contractor's obligations herein are applicable only if County provides Contractor with designated representatives and supplies Contractor with applicable updates as contact information changes. Contractor will be relieved of its obligations if Contractor's contact information for County is out of date or inaccurate due to County's action or omission or if Contractor's failure is due to reasons of Force Majeure as defined in this Agreement.
- g) Remedy. If Contractor fails to meet the above obligations, at County's request County's account shall be credited the pro-rated charges for any hours beyond 7.12 hours over any consecutive 30-day period under the Uptime Guarantee. Such credit shall not exceed the amount paid or payable by County to Contractor during the period or periods in which the SLA was not met. County agrees that such SLA credits shall constitute the sole, exclusive and complete remedy for County with respect to the corresponding failures by Contractor to perform in accordance with the SLA.
- h) Upgrades. Contractor 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). Contractor shall attempt to provide County 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 County. Contractor also reserves the right to suspend County's access to the Guard1 System for purposes of emergency maintenance work at any time as deemed appropriate by Contractor, without notice to County.

- i) **Hosting Fee.** Is included in the Pricing Matrix under Exhibit C, Section 3.
- j) **Caveats and Exclusions.** Contractor specifically does not and cannot guarantee the following: Circuit outages; Performance within County'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 3rd party hosted denial of service, virus, or malware threats; Impact due to Contractor requiring action by County to restore service; and Impact due to radio frequency (RF) or electromagnetic (EM) interference.

EXHIBIT "C" – FISCAL PROVISIONS

1. CONTRACTOR'S FINANCIAL RECORDS. Contractor shall keep financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

2. PURCHASE AND SALE.

- a. County hereby purchases, and Contractor hereby sells the Equipment and Services and licenses the Software set forth to the terms and conditions of this Agreement.
- b. All changes affecting delivery date or otherwise affecting the scope of the order are subject to prior written approval by Contractor and may result in price, delivery, specification, and/or other changes.
- c. Equipment shall be invoiced at the time of shipment. Software shall be invoiced at the time it is made available to the County via physical media or download. Services shall be invoiced at the beginning of the project. Support fees and license fees shall be invoiced annually in advance. Renewal of lapsed support or licenses (including any mobile device license) for the Guard1 System shall require a reinstatement fee invoiced to cover the lapsed period of time.
- d. Terms of Sale are net thirty (30) days from date of invoice, subject to credit approval. County to pay all costs of collection, including attorneys' fees. No offset of payment by County is permitted. Contractor reserves the right to withhold technical support and repair services if County fails to pay the full balance within thirty (30) days from the date of invoice. If any part of this paragraph shall conflict with any public law or government regulation, the public law or government regulation shall apply.
- e. No order placed under this Agreement may be cancelled without Contractor's prior written approval. No equipment shipped to County may be returned without a Return Merchandise Authorization (RMA) issued by Contractor. The contractor may, at its option, impose a cancellation or restocking charge for any such cancellation or return.

3. PRICING MATRIX.

First year

Qty.	Description	Price	Total
1	Annual Support & Hosting Special Current Customer Upgrade Price	\$2995.00	\$2995.00
10	Android License for Guard 1 Real time, Unlimited Users (per device, per year)	\$395.00	\$3950.00
1	One Year Support for Guard 1 Real Time (24/7 support)	No Charge	No Charge
10	Guard 1 SuperMax Mobile Device, Ethernet Dock and spare battery	\$995.00	\$9950.00
100	Wall mount RFID Tag, Blue	\$9.95	\$995.00
3	Professional Services, per day Remote and Onsite	\$1000.00	1000.00

1	Travel and Accommodation Expenses	\$1000.00	\$1000.00
1	Shipping Charge	\$111.85	\$111.85
		Total	\$22,001.85

Years 2, 3, 4 and 5

Qty.	Description	Price	Total
1	Annual Support & Hosting, SQL Standard Systems Promotional Price	\$2995.00	\$2995.00
10	Android License for Guard 1 Real time, Unlimited Users (per device, per year)	\$395.00	\$3950.00
1	One Year Support for Guard 1 Real Time (24/7 support)	No Charge	No Charge
		Total	\$6945.00

4. PURCHASE ORDERS.

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

5. AUDIT REQUIREMENTS AND AUDIT EXCEPTIONS

- a) Contractor warrants that it shall comply with all audit requirements established by County and will provide a copy of Contractor's Annual Independent Audit Report, if applicable.
- b) County may conduct periodic audits of Contractor's financial records, notifying Contractor no less than 48 hours prior to scheduled audit. Said notice shall include a detailed listing of the records required for review. Contractor shall allow County, or other appropriate entities designated by County, access to all financial records pertinent to this Agreement.
- c) Contractor shall reimburse County for audit exceptions within 30 days of written demand or shall make other repayment arrangements subject to the approval of the County.

EXHIBIT "D" – COMPLIANCE PROVISIONS

1. **INFORMATION INTEGRITY AND SECURITY.** Contractor shall immediately notify County of any known or suspected breach of personal, sensitive and confidential information related to Contractor's work under this Agreement.

2. **NON-DISCRIMINATION.** Contractor shall not unlawfully discriminate against any qualified worker or recipient of services because of race, religious creed, color, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status or age.

3. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

3.1 The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in the preceding paragraph; and
- d. Have not, within a three-year period preceding this Agreement, had one or more public transactions terminated for cause or default.

3.2 Contractor shall report immediately to County, in writing, any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

4. **AGREEMENTS IN EXCESS OF \$100,000.** Contractor shall comply with all applicable orders or requirements issued under the following laws:

- 4.1 Clean Air Act, as amended (42 USC 1857).
- 4.2 Clean Water Act, as amended (33 USC 1368).
- 4.3 Federal Water Pollution Control Act, as amended (33 USC 1251, et seq.)
- 4.4 Environmental Protection Agency Regulations (40 CFR, and Executive Order 11738).

5. **INDEMNIFICATION AND HOLD HARMLESS.**

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision

shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

Contractor's obligations under this Section shall survive the termination of the Agreement.

6. **STANDARD OF CARE.** Contractor represents that it is specially trained, licensed, experienced and competent to perform all the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Contractor or designated subcontractors, in a manner according to generally accepted practices.

7. **INTEREST OF CONTRACTOR.** Contractor assures that neither it nor its employees has any interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder.

8. **DUE PERFORMANCE – DEFAULT.** Each party agrees to fully perform all aspects of this agreement. If a default to this agreement occurs then the party in default shall be given written notice of said default by the other party. If the party in default does not fully correct (cure) the default within 60 days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time period for corrective action of the party in default may be extended in writing executed by both parties, which must include the reason(s) for the extension and the date the extension expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

9. **INSURANCE.**

9.1 Contractor shall procure and maintain Workers' Compensation Insurance for all of its employees.

9.2 Contractor shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.

9.3 Contractor shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Contractor's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

9.4 Contractor shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Contractor is liable. Said insurance shall be written with limits of not less than one million dollars (\$1,000,000).

9.5 Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereinabove and submitted to County certificates of insurance naming the County of Lake as

additional insured. Contractor agrees to provide to County, at least 30 days prior to expiration date, a new certificate of insurance.

9.6 In case of any subcontract, Contractor shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance naming the County of Lake as additional insured and shall submit new certificates of insurance at least 30 days prior to expiration date. Contractor shall not allow any subcontractor to commence work until the required insurances have been obtained.

9.7 For any claims related to the work performed under this Agreement, the Contractor's insurance coverage shall be primary insurance as to the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, agents or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

9.8 The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds and shall be added in the form of an endorsement to Contractor's insurance on Form CG 20 10 11 85. Contractor shall not commence work under this Agreement until Contractor has had delivered to County the Additional Insured Endorsements required herein.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

9.9 Insurance coverage required of Contractor under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

9.10 Any failure of Contractor to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

9.11 Intellectual Property. Contractor shall defend County against any claim, demand, suit, or proceeding ("Claim") made or brought against County 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 County for any damages finally awarded against, and for reasonable attorneys' fees incurred by, County in connection with any such Claim; provided, that County (a) promptly gives Contractor written notice of the Claim; (b) gives Contractor sole control of the defense and settlement of the Claim (provided that Contractor may not settle any Claim unless the settlement unconditionally releases County of all liability); and (c) provides to Contractor all reasonable assistance. County may, at its own cost, participate in the investigation, trial and defense of any such proceeding, and any appeal arising from the proceeding, and employ its own counsel in connection therewith.

10. **ATTORNEY'S FEES AND COSTS.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such part may be entitled.

11. **ASSIGNMENT.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of County except that claims for money due or to become due Contractor from County under this Agreement may be assigned by Contractor to a bank, trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to County. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

12. **PAYROLL TAXES AND DEDUCTIONS.** Contractor shall promptly forward payroll taxes, insurances, and contributions to designated governmental agencies.

13. **INDEPENDENT CONTRACTOR.** It is specifically understood and agreed that, in the making and performance of this Agreement, Contractor is an independent contractor and is not an employee, agent or servant of County. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein.

Contractor is solely responsible for the payment of all federal, state and local taxes, charges, fees, or contributions required with respect to Contractor and Contractor's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation, unemployment insurance, social security and payroll tax withholding.)

14. **OWNERSHIP OF DOCUMENTS.** All non-proprietary reports, drawings, renderings, or other documents or materials prepared by Contractor hereunder are the property of County.

15. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

16. **ADHERENCE TO APPLICABLE DISABILITY LAW.** Contractor shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

17. **HIPAA COMPLIANCE.** Contractor will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

18. **SAFETY RESPONSIBILITIES.** Contractor will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. Contractor agrees that in the performance of work under this Agreement, Contractor will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.

19. **JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. Contractor waives any right of removal it might have under California Code of Civil Procedure Section 394.

20. **RESIDENCY.** All independent contractors providing services to County for compensation must file a State of California Form 590, certifying California residency or, in the case of a corporation, certifying that they have a permanent place of business in California.

21. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

22. **PUBLIC RECORDS ACT.** Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that s/he considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

23. **WARRANTY.**

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. Contractor agrees to repair or, at Contractor's option, replace equipment supplied by Contractor 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 Contractor's option, only after the return of such goods with Contractor'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 Contractor's factory, shall be at County's expense.

- B. *Software and Firmware.* Contractor warrants that new software will conform to the written specifications prepared, approved, and issued by Contractor for a period of twelve (12) months from the date of shipment from Contractor's factory in Solon, Ohio, or if transferred electronically, from the date of download or other transfer to County. In the event of a warranty claim, Contractor will provide corrective measures which are limited, at Contractor's option, to repair, replacement or modification of the software and/or firmware code, or recommendation of a viable, alternative application that will enable County to work around the failure. Contractor 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 County's intended use or requirements.
- C. *Third Party Products.* Products which are not manufactured by Contractor are subject to the manufacturer's warranty.
- D. *Warranty Disclaimer.* Warranty satisfaction is available only if (i) Contractor is promptly notified in writing upon discovery of an alleged defect and (ii) Contractor'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 Contractor'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 County. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT CONTRACTOR 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 CONTRACTOR HAVE ANY LIABILITY TO COUNTY 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 CONTRACTOR.

24. RETURNS.

Prior to returning goods for repair or exchange, the County must first obtain a Return Merchandise Authorization ("RMA") number from Contractor. The RMA number must appear on the shipping carton. A Return Merchandise Authorization will be valid for thirty (30) days only. The County shall bear the cost of shipping the goods to Contractor. When goods are received without an RMA number, or if the RMA has expired, Contractor may, at its option, return the goods to the County, 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.

25. CONFIDENTIALITY.

25.1 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.

25.2 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.

25.3 Confidential Information Not Related to the Performance of this Agreement. County acknowledges that Contractor does not wish to receive any Confidential Information from County except Confidential Information that is necessary for Contractor to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, Contractor may reasonably presume that any unrelated information received from County is not proprietary or Confidential Information.

25.4 Disclosure to Competitors Regarding the Guard1 System. County 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 Contractor; 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.

26. FORCE MAJEURE.

Contractor 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 County, 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.

27. MINIMUM SYSTEM REQUIREMENTS.

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

Deployment will be **cloud based**.

Hardware components will include:

Mobile Devices (smartphones) that read NFC tags or ID badges

Integration with a Jail Management System (JMS).

All requirements must be met or exceeded.

Minimum requirements for all systems

Active Directory and County workstation minimum requirements apply to **all system types**.

Active Directory

Five Active Directory groups are used to control access to Guard1 Real Time. User Account membership in a group gives that user access to the associated functionality in Guard1 Real Time. Suggested groups are *Guard1ControlRoom*, *Guard1Management*, *Guard1Supervisors*, *Guard1Reports* and *Guard1System*. Custom-named groups 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 associated to the Guard1ControlRoom role.

County Workstation - Operating System

Windows 10 (64-bit)

Windows Server 2016

NET Framework 4.8

County Workstation - Hardware Requirements

2.80 GHz 64-bit 2-thread CPU

8 GB RAM

10 GB free HDD space

1024x768 monitor

Minimum requirements for Mobile Devices

Wi-Fi, SSL certificate and connectivity requirements apply to systems with **Mobile Devices**.

Third Party SSL Certificate

Required for on-premises system when Mobile Devices are implemented.

Enables connectivity between the GUARD1 Mobile Devices and the GUARD1 server.

Must be issued by a Trusted Root Certificate Authority.

Connectivity

VPN or other remote access to server for GUARD1 Professional Services and Technical Support.

Wi-Fi access is required where data is transferred or staff log in (control room, officer desk, etc.)

Access to ManageEngine MDM server via Internet is required where mobile devices are charged or stored.

Wi-Fi Infrastructure (Mobile)

A Wi-Fi network that supports 802.11b or newer.

A Wi-Fi domain that supports Wi-Fi 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.

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 GUARD1 Account Manager.

JMS/OMS Integration

The County or County's management system vendor will provide an export file from JMS system meeting GUARD1's 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.

Statement of Work for All Systems

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

Initial IT Review

Participants: Contractor, County IT staff

Typical Duration: 30 minutes

Work performed:

Contractor will review the System Requirements with your team.

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

Contractor will set up the Kickoff meeting and provide an agenda.

Deliverables:

Deployment Guide information form completed by County

Samples provided to Contractor for forms being used, current wristband, ID badge.

Project participants identified: Project Champion, Principal IT Contact

Kickoff Meeting

Participants: Contractor, Project Champion, Principal IT Contact, others to be identified
Typical Duration: One hour

Work performed

- a) Review the components of the system being implemented.
- b) Review the steps of the implementation process.
- c) Discuss requirements, where applicable, for cabling, and infrastructure.
- d) Discuss requirements for County Wi-Fi environment (for mobile devices).
- e) Discuss training and develop a preliminary plan.
- f) Set a date for IT environment preparation by County.

System Check-Out

Participants: Contractor, County IT staff

Work performed:

Confirm the system is functional.

Deliverables:

System is installed and functional.

◆ Milestone: System is County Ready

Training

Participants: Contractor, County operations staff

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

Work performed:

Review the GUARD1 system using County's deployment.

- a) How to enter data
- b) How to use the system
- c) How to run reports

Set date for follow up call.

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

Deliverables:

County is trained in use of the system

County is ready to enter data

Date set for go-live follow up

◆ Milestone: System is Go-Live Ready

Go Live

Participants: Contractor, County operations staff
Work performed:
Contractor staff is available to support County go live.
Deliverables:
System is up and running and in use

◆ **Milestone: System is Live**

Follow up

Typical Duration: 30 minutes
Participants: Contractor, Project Champion
Work performed:
Review system status
Determine and address any County problems
Set additional follow-up, if appropriate
Deliverables:
Installation and implementation are complete, or another follow-ups

◆ **Milestone: County Approval**

Exhibit E



Protecting lives
and reputations

TimeKeeping Systems, Inc.
30700 Bainbridge Road
Solon, Ohio 44139
Phone: 216-595-0890
Fax: 216-595-0991

June 20, 2023

Sheriff Rob Howe
Leisha R. Phillips
Lake County Administration
255 N. Forbes Street
Lakeport, CA 95453

Dear Sheriff Howe / Ms. Phillips:

Thank you for the opportunity to participate in this Request for Proposal for Safety Check Technology. TimeKeeping Systems agrees to supply the requested goods and services detailed in the RFP.

Our company is the leader in RFID technology for correctional well-being checks. Here is what you will get with GUARD1:

- **An experienced partner.** We have offered super-rugged products for checks and inspections for over three decades. Lake County Sheriffs Office has used GUARD1 successfully for safety checks since 2014.
- **The most widely used safety check technology solution.** Over 1200 correctional facilities use GUARD1, including all CDCR prisons, and over 40 county adult and juvenile and municipal Type 1 facilities in California.
- **Powerful, easy to use software.** GUARD1 rugged mobile devices automate and simplify your officers' tasks.
- **The best wristbands.** We designed and we manufacture our own improved inmate wristbands. Our wristbands are superior to any offered for correctional use.
- **An upgrade path.** Your GUARD1 system can be upgraded to include Officer Duress Devices, and RF Beacon Tracking of inmates, staff, and equipment.
- **More options.** GUARD1 supports on-premises and cloud solutions - not just cloud. GUARD1 supports inmate management with mobile devices and beacon tags - not just mobile.
- **A real manufacturer.** We manufacture the majority of our hardware products and write all of our own software.
- **Advanced reporting** with business intelligence, "what if?" analysis, and trend watching.

We appreciate being considered for your project.

Yours truly,

Barry Markwitz



**Lake County
Request for Proposal 23-25 for
Safety Check Technology**

Due Date: Wednesday, June 30, 2023 - 3:00 PM

Submitted by:

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

Tel. 216-595-0890

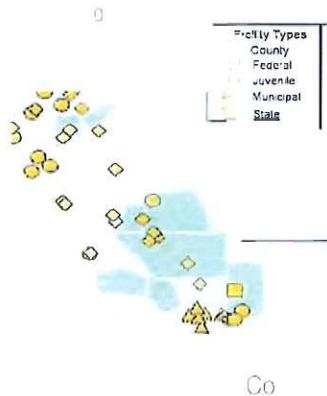
sales@quard1.com

4.3.b. Company Profile: Provide a brief history of your company, and an executive summary of your response. Content should be no more than two pages.

Company Profile

GUARD1 facts:

- We've started in business in 1986. Today we have 45 employees in seven states.
- We have offered rugged systems for checks and patrols since our founding.
- Our first correctional facility system was deployed in 1996. Since then, over 1300 correctional facilities have adopted GUARD1.
- We have been offering active RFID real time inmate tracking systems since 2011.
- In California, all CDCR facilities, 20 county jails (including Lake County since 2014), 13 probation departments, and 75 facilities in all use GUARD1.
- Outside of corrections, over 100,000 companies and organizations use GUARD1 to document security patrols, including all branches of the Federal Government and over 100 U.S. Embassies worldwide.
- We manufacture GUARD1 products and develop GUARD1 software. Because we manufacture these products ourselves you are assured of product quality and availability.



Left: Over 75 correctional facilities in California use GUARD1.
Right: Manufacturing GUARD1 products at our Solon, Ohio headquarters.

An integrated system

GUARD1 is more than mobile data collection. It includes active "beacon" tracking and personal alarms for officers and staff. The current RFP is requesting mobile devices but these are options for future, using the same GUARD1 Real Time software.

GUARD1 Real Time also supports the County's current PIPE equipment, worth approximately \$15,000. Lake County can continue to use the PIPE, to supplement its mobile devices, or keep the equipment on hand as backup.

Executive Summary



Real time software



Active RF Inmate tracking



Cell checks and inspections



Mobile data collection



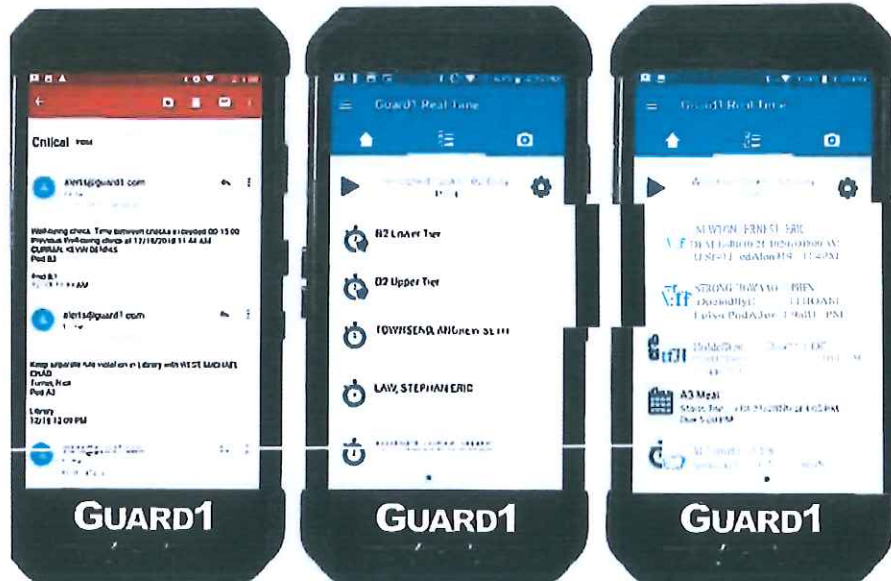
Officer/ staff protection

GuARD1 offers an integrated solution for corrections

GUARD1 Real Time provides a complete solution for corrections administrators, for safety checks that are the subject of this RFP.

The proposed system updates lake County's GUARD1 Plus system to our latest GUARD1 Real Time software. GUARD1 Real Time includes:

- Rugged SuperMAX mobile devices for officers
- Documentation of safety checks
- Officer task management
- Real time alerts for missed or late checks
- Optional notifications via text or e-mail
- Advanced reporting and a Business Intelligence dashboard
- Integration with the County's InCustody JMS
- Hosting in a secure Microsoft Azure cloud environment
- Our team has implemented over 300 GUARD1 Real Time systems nationwide.



GuARD1 Real Time's mobile application provides reminders and alerts for your officers

GUARD1 Real Time fully meets the requirements of this RFP.

c. Project Understanding and Approach: Provide an overview of your understanding of the needs of the department, and understanding of the services to be provided and your approach to the work.

California jails are subject to the mandatory requirements of Title 15 of the California Code of Regulations. Guard1 Real Time documents these inmate welfare check requirements and provides the basic safety check, cell check, and inmate monitoring functions requested in the County's Scope of Work - and much more.

Our SuperMAX rugged mobile devices keep track of pending checks, simplify documentation for your officers, and notify supervisors and administrators if any required checks are missed or late.

Mobile devices read NFC/ RFID tags, either as wall mount checkpoints, inmate wristbands, and ID cards. Officers can look up inmates from a wristband scan or from a list, perform checks and inspections, record observations, document handouts (meals, razors, etc.) and log all types of activities, such as recreation, services, work release and much more.

GUARD1 Real Time software displays operational information in real time for your supervisors, with robust reporting for compliance and analysis. It provides active management for real time alerts, notifications to officer and administrators, and documentation of inmate activities and officer tasks.

We have completed over two hundred GUARD1 Real Time projects with a 100% success rate. Our staff will work with your team to review your needs and requirements. Our workflow - from kickoff meeting to go-live to system acceptance to ongoing follow-up - ensures that you will derive the maximum benefit from your GUARD1 system.

d. Scope of Work: Provide your specific proposal to address the Scope of Work outlined in Section 6 and Exhibit A below. At the very least, this should describe in detail how the service shall be provided and include a description of major tasks and subtasks. Include a proposed time-line for completing the work. If applicable, describe administrative and fiscal management of the program, personnel policies and expected use of subcontractors.

Responses to specific requirements are provided below.

For major tasks and subtasks, please see our standard Scope of Work in Appendix A of this response.

Timeline: Implementations can take as little as a few weeks. More typically, a few months. Project velocity is determined by the customer - how quickly IT information can be obtained, checkpoints installed, etc.

TimeKeeping Systems uses no subcontractors. All of the personnel who participate in your project have successfully completed dozens of implementations. We have never had an unsuccessful implementation of GUARD1 Real Time.

Confidential Information

e. Pricing: The proposal shall outline the proposed costs of providing the service as outlined in the scope of work. The proposal is to be specific and include Software and Mobile Devices as well as any additional costs.

All prices submitted are non-binding at this stage of the procurement process and are subject to negotiation.

Finally, provide a general description of your firm's preferred approach to contracting for your services, including your preferred contract type and compensation schedule.

First year

Qty.	Part Number	Description	Price	Total
1	G1RT-CLOUD-STD	Annual Support & Hosting Special Current Customer Upgrade Price	2995.00	2995.00
10	G1RT-AL-U	Android License for GUARD1 Real Time, Unlimited Users (per device, per year)	395.00	3950.00
1	G1RT-SUP	One Year Support for GUARD1 Real Time	No charge	No charge
10	G1-SUPERMAX-KIT	GUARD1 SuperMAX Mobile Device, Ethernet Dock and spare battery	995.00	9950.00
100	NFC-MOUNT	Wallmount RFID Tag, Blue	9.95	995.00
3	PROF-SVCS	Professional Services, per day Remote and Onsite	1000.00	3000.00
1	PROF-SVCS-EXP	Travel and Accommodation Expenses	1000.00	1000.00
1	SHIPPING	Estimated Shipping Charge	87.60	87.60
			Total	\$21977.60

Annual cost (Year 2 and after)

Qty.	Part Number	Description	Price	Total
1	G1RT-CLOUD-STD	Annual Support & Hosting, SQL Standard systems Promotional price	2995.00	2995.00
10	G1RT-AL-U	Android License for GUARD1 Real Time, Unlimited Users (per device, per year)	395.00	3950.00
1	G1RT-SUP	One Year Support for GUARD1 Real Time	No charge	No charge
			Total	\$6945.00

Contract: Most projects use our GUARD1 Master Sales Agreement. We're glad to modify this or develop a contract that will be a "win" for both parties.

Compensation: Typically, we invoice for hardware and software at the beginning of the project. Professional services typically invoiced at project inception, or optionally as services are provided. If the County has a preferred invoicing method we are happy to discuss alternatives.

f. Distinguishing Features: Highlight the main features that distinguish your company from your competition relative to this solicitation.

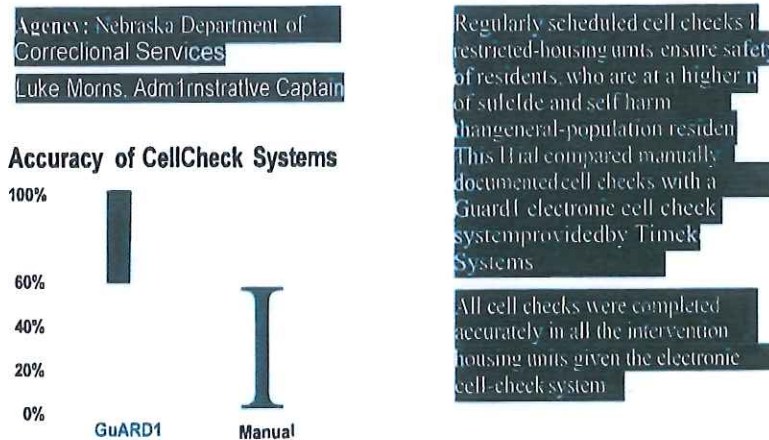
GUARD1 Real Time offers you:

A better mobile device for your officers. GUARD1 SuperMAX mobile devices have higher screen resolution (1920x1080 vs. 1280x720) greater battery capacity (5800 vs. 4350 mAh) and a better warranty (5 years vs. 3 years).



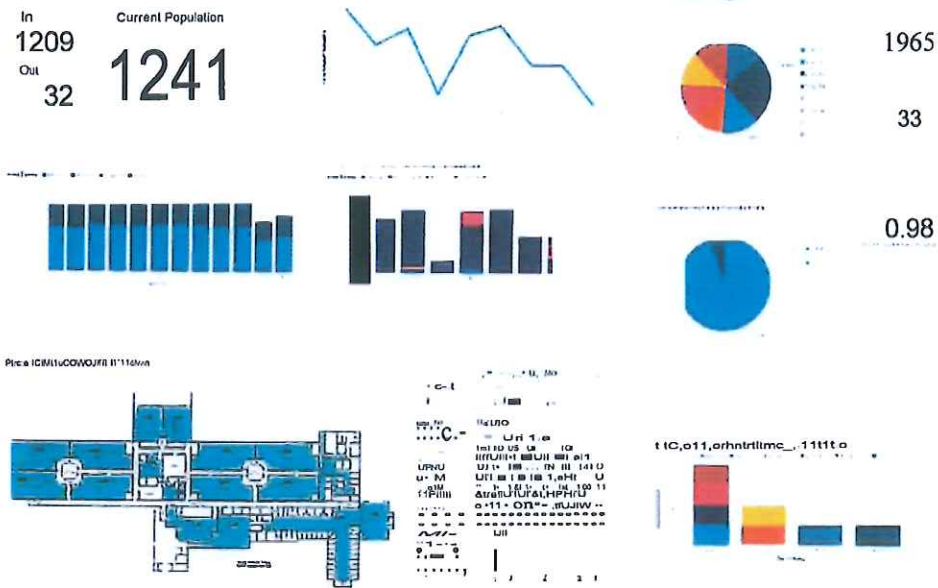
Rugged GUARD1 SuperMAX devices have higher resolution, longer battery life, and a world's best warranty

Proven 100% accuracy for safety checks. BetaGov, an independent research organization, performed a test under the auspices of the Nebraska Department of Corrections and found GUARD1 to be 100% accurate.



The independent research organization BetaGov and the Nebraska DOC tested GUARD1 and found it to be 100% accurate.

Robust reporting and business intelligence. GUARD1 Real Time gives you a wide range of standard reports, all easily configured and filtered. GUARD1 also provides business intelligence for detailed reporting, trend monitoring, and "what-if" analysis.



GUARD1 offers robust reporting and business intelligence

Backwards compatibility and an upgrade path. GUARD1 offers more than safety checks and mobile devices. It supports the existing PIPE equipment used by the Department, plus personal safety devices and inmate beacon tracking. This RFP seeks RFID mobile devices but your system is upgradeable because all components use the same GUARD1 Real Time software.

A 100% success rate. With over 250 GUARD1 Real Time projects, we have never had an unsuccessful implementation or JMS integration.

Compare our features. Our comparison chart examines the differences between GUARD1 Real Time and Guardian RFID. We believe GUARD1 is superior and invite you to compare for yourself. Please see Appendix B.

Confidential Information

h. References: Provide a minimum of three references for which you have provided like services in the last 24 months. Each reference should include company name, address, telephone number, and contact.

Stark County OH Sheriffs Dept
Lt Michael Seaman
Phone: 330-430-3855
Email: 38@starksheriff.org

Shawnee County Dept of Corrections, KS
Contact: Captain Brandy Biltoft
Phone: (785)251-7701
Email: brandy.biltoft@snco.us

Limestone County AL
Contact: Lt. Matthew Hayes
Phone: (256)216-5035
Email: mhayes@limestonesheriff.com

LaSalle County, IL
Superintendent Jason Edgcomb
Phone: 815-431-4990
Email: jedgcomb@lasallecounty.org

Lake County, CA
Contact: Lt. Jason Findlay
Phone: (707)262-4255
Email: jason.findley@lakecountyca.gov

California Department of Corrections and Rehabilitation
Jon McGee, Enterprise Information Services
Phone: 916-719-8852
jon.mcgee@cdcr.ca.gov

September 4, 2019

Jon McGee
California Department of Corrections and Rehabilitation
1940 Birkmont Avenue
Rancho Cordova, CA 95742

Mark Stanton
Western Regional Sales Manager
GUARD1 by TimeKeepmg Systems
30700 Bainbridge Road
Solon, Ohio 44139

Dear Mr. Stanton:

As a Guardl Customer for the past four-plus years, I wanted to take a moment to express my gratitude for the outstanding service and support we have received from you, CEO Barry Markwitz, and the rest of your staff at Timekeeping Systems Inc.

Since the implementation of the California State Legislative mandate requiring electronic documentation of Rounds Checking activities at our Institutions, I cannot say enough good things about how smoothly multiple aspects of our Guardl product experience have performed. From the flawless initial deployment to the ongoing reliability of the application itself; to date, I am not aware of a single outage resulting from issues related to Guardl product.

Also for customer service related technical support, I have repeatedly received positive feedback from our staff at institutions located throughout the state. I myself have personally experienced multiple occasions where Timekeeping staff (from the front line all the way up to the CEO) have personally gone out-of-their-way to ensure our issues have been resolved in a timely manner.

So in closing, left me again express with gratitude to you and all the Timekeeping Systems staff for the assistance you have provided over these past four years. The Guardl product has worked very well for us and I look forward to continued success in the years ahead.

Sincerely,

—
Jon McGee
Enterprise Information Services
Department of Corrections and Rehabilitation
p (916) 358-1183

The California Department of Corrections has implemented GUARD1 in each of its 34 prisons and has used GUARD1 for twelve years.

6. Scope of Work:

The Lake County Jail has a current rated maximum capacity of 297 inmates. The facility has 11 separate housing units, laundry, kitchen and booking that would need the ability to conduct safety checks and other monitoring responsibilities. The County seeks to contract with a vendor that provides cell check and inmate monitoring software.

TimeKeeping Systems has offered GUARD1 software - and hardware -for cell checks and inmate monitoring since the 1990s - over 25 years. We are the leader in cell check and inmate monitoring systems.

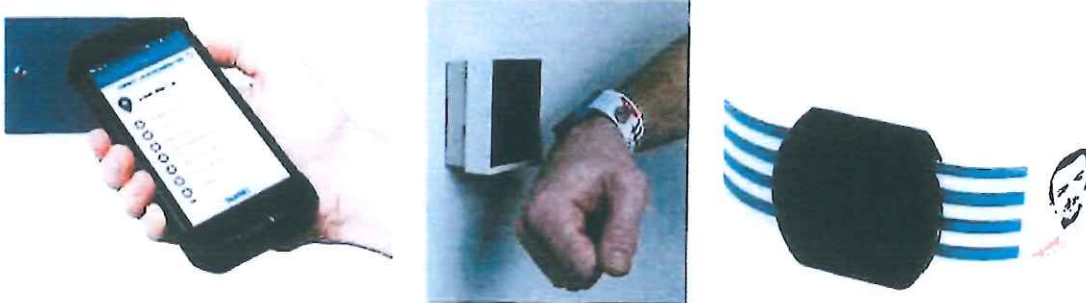
1. General System Requirements

The proposed system must:

- **Support RFID (Radio Frequency Identification) technology, high frequency passive sensors and RFID fixed readers with the potential for wristbands / ID cards.**

GUARD1 SuperMAX mobile devices read inmate wristbands, ID cards, and wall mount tags.

We offer both mobile and fixed sensors, and manufacture our own line of RFID wristbands. We stock and support RFID ID cards, and we are an authorized Zebra partner for ID card printers.

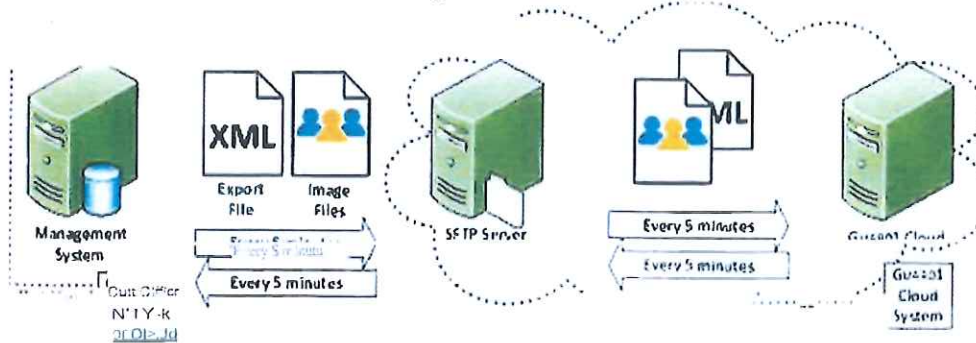


Pictured: SuperMAX mobile devices, GUARD1 ScanStation fixed readers, and LaserPrint wristbands.

- **Interface with the Lake County Jail's Inmate Management System, In Custody by Sunridge Systems. Enable inmate demographics and housing assignments to be shared with the RFID system on a real-time or near real-time basis.**

GUARD1 Real Time integrates with your JMS, whether your system is on-premises or cloud. We support both the one-directional requirement above, and bi-directional integration.

Guard1 Integration Architecture



GUARD1's flexible architecture supports all types of integrations. We have integrated with dozens of jail management systems.

- **The County's preference is to purchase all needed devices rather than a lease option.**

Our quote provides a one-time purchase price.

2. Mobile System Requirements

- **Utilize durable, water resistant mobile devices. Devices will be used for 24 hour periods with frequent use and interaction with RFID contacts.**

Device batteries to last 12 hour shifts with ability to charge while connected to device.

Specify number of hours battery holds charge and life of battery.

GUARD1 SuperMAX mobile devices are rugged and designed for correctional use. Long battery life is supplemented by hot-swappable batteries. Your staff can use the SuperMAX continually for **typically 24 hours or more**, depending on use. Batteries can be swapped between shifts in a few seconds and will last one or two shifts.

Batteries charge while connected to the device - either in the SuperMAX dock, or via an external USB connector. The dock also charges a spare battery. A dock and spare battery for each SuperMAX mobile device is included in our quote.

Batteries are warranted for **five years**.



Left: GUARD1 SuperMAX - our rugged touchscreen mobile device.
Right: The SuperMAX dock charges both device and spare battery, and support Ethernet downloading and synchronization.

• **Wi-Fi connectivity for data sharing, real-time or near real time updates and cloud storage.**

SuperMAX mobile devices support 2.4 GHz and 5 GHz WiFi.

Correctional facilities are often difficult environments for WiFi. If the device loses WiFi connectivity, it will hold its data and synchronize when connectivity is restored.

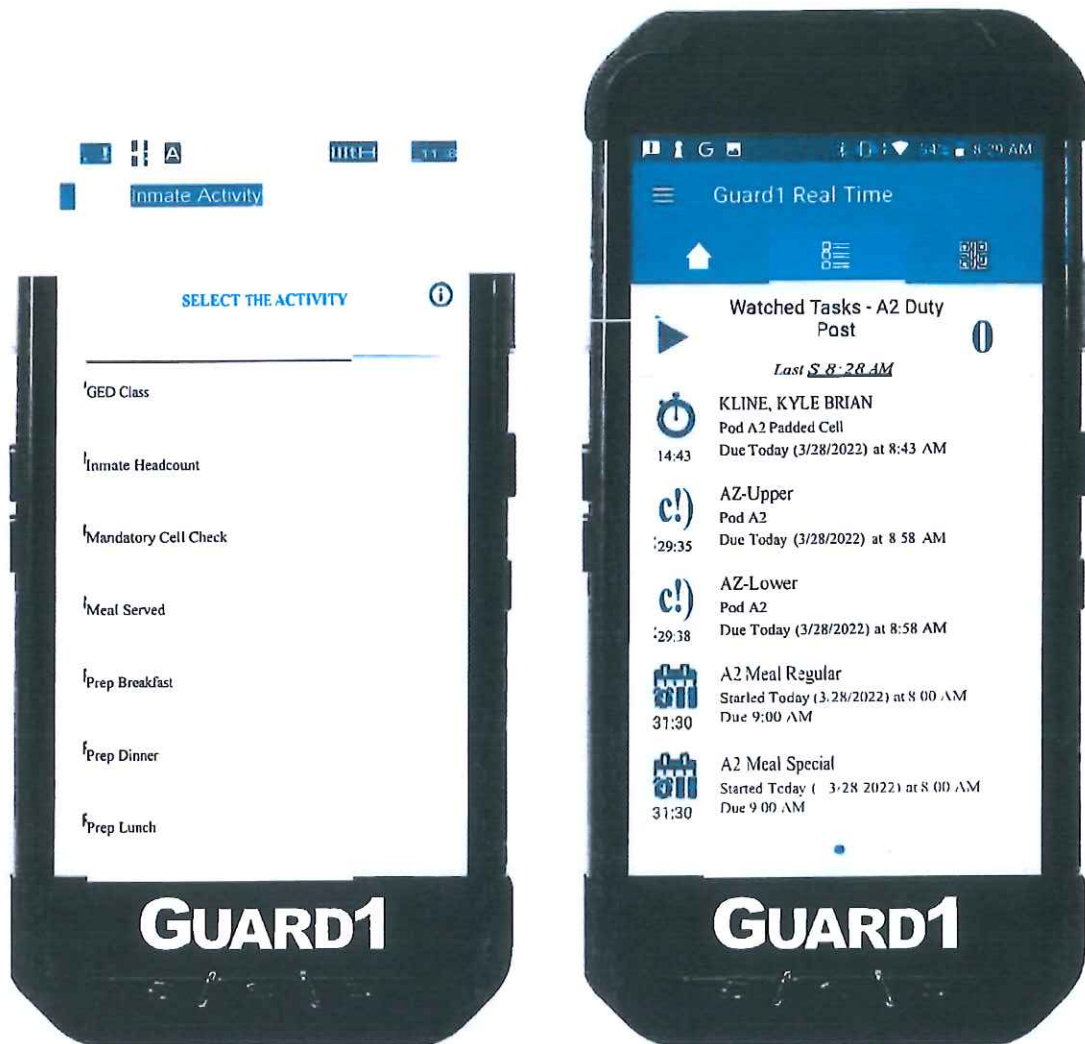
Support a real-time or near real-time interface with the Inmate Management

GUARD1 Real Time synchronizes new inmate information (bookings, changes) from your JMS to the SuperMAX mobile device. Depending on the interface provided by InCustody, this will be real time (using a web service) or near real time (using an export file).

• **Methods for recording notes, pictures and video**

Your officers can record observations (specific notes that your administrators define) or freeform text notes. SuperMAX supports voice-to-text as well.

Officer can use the SuperMAX to take photos. These are logged and transferred to the GUARD1 Real Time server. In addition, GUARD1 supports Digital Evidence System integration.



Left: Incident codes that your supervisors create simplify documentation by your officers.
Right: GUARD1 automatically creates an officer task list from your classification information.

Alerts as to when cell checks are due and history of cell checks performed for review.

GUARD1 Real Time keeps track of your cell checks - and other tasks - so your officers don't have to. The task list displays upcoming checks - late and pending - and displays the minutes and seconds until due. The task list also displays cell check history. Just touch the "▶" button to switch between completed and uncompleted tasks.

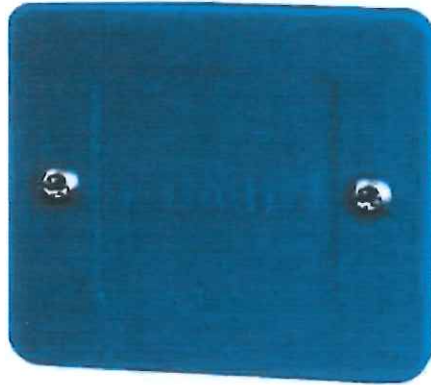
10 handheld mobile devices.

Our quote includes 10 SuperMAX mobile devices, 10 spare batteries and 10 Ethernet docks.

3. RFID Sensor Requirements

- **Unique identification number that is unalterable and unable to be duplicated, spoofed or cloned.**
- **Support secure mounting.**
- **Shatterproof, non-hardwired with ability to be mounted in a tamper-proof configuration.**

Our ScanPoint wall mount tags are super-rugged, mount with security fasteners, and carry a lifetime warranty. Their RFID unique identification numbers cannot be copied or duplicated.



GUARD1 ScanPoint RFID wall-mount tags with security fasteners

4. Software System Requirements

- **Microsoft Edge and Microsoft Word compatible.**
- **User maintained PINs to protect access.**

GUARD1 Real Time meets these requirements.

- **Unlimited, customizable reporting codes.**

The GUARD1 software and the SuperMAX mobile devices support touch screen incident codes. Your administrators can create and customize these incident codes. For example, you can create codes for inmate activities - recreation, work release, etc. - or handouts - supplies, commissary, sanitary items, etc. (Please see the screen picture on the previous page).



GARRISON, NICHOLAS CARLOS

2 E P DIS

Integration can import inmate classification information, restrictions, special management requirements, religious or dietary preferences, and much more.

GUARD1 combines your classification information (vegan meal required, or suicide watch, for example) with these incident codes, and creates tasks for your officers. With GUARD1, your officers will be reminded if these are pending, or late, and your supervisors and administrators will be notified if any are missed.

Last sync: 8:28 AM

c!)	KLINE, KYLE BRIAN PodA2 14:43 Due Today (3/28/2022) at 8:43 AM
c!)	A2-Upper Pod A2 29:35 Due Today (3/28/2022) at 8:58 AM
c!)	A2-Lower PodA2 29:38 Due Today (3/28/2022) at 8:58 AM

Left: Incident codes that your supervisors create simplify documentation by your officers. Right: GUARD1 automatically creates an officer task list from your classification information.

Confidential Information

• **Adjustable time intervals between cell checks with real-time tracking with date, time and location of completed cell checks; time remaining until next check; audible and visual alerts for time remaining and late checks.**

Last sync: 8:28 AM

c!)	KLINE, KYLE BRIAN PodA2 14:43 Due Today (3/28/2022) at 8:43 AM
c!)	A2-Upper Pod A2 29:35 Due Today (3/28/2022) at 8:58 AM
c!)	A2-Lower Pod A2 29:38 Due Today (3/28/2022) at 8:58 AM

GuARD1 provides real time information for pending and completed checks.

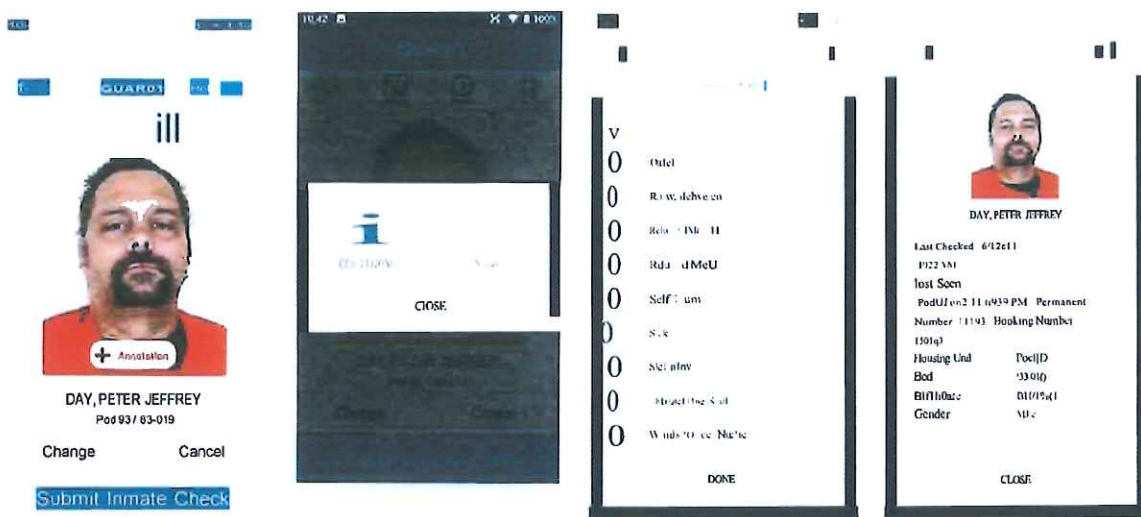
Making sure your checks are not late is at the heart of GUARD1's task management for officers. Administrators and staff can set the time required between checks, either based on rules (inmates noted in the JMS as administrative segregation receive 30 minute checks, for example}, or explicitly by inmate.

• **Identification of inmates by name, housing assignment and or Arrest ID on log entries and reports.**

With GUARD1's easy to use software, all of this information is immediately available.

Ability to log movement, recreation, headcounts, meals, dietary restrictions, cell conditions, special status, with time and date.

All of these can be completed with a single scan.



1 - Inmate view. 2 - Entering notes and observations is easy!. 3) Observations ("reporting codes"? 4 - Complete inmate information is available with one click.

• **Identification of inmates that have a "keep away" from specific inmates.**

GUARD1 Real Time supports keep-aways and enemies lists. If this information is in your JMS, it can be integrated directly to GUARD1.

• **Accessible by PC, tablet or mobile devices.**

GUARD1 supports PC based clients, and Android tablets or mobile devices. Use of our SuperMAX mobile devices is recommended and these are the devices quoted in our proposal.

Ability to view in one screen cell checks performed, due or late.

The Task View shows completed and upcoming checks. Checks that are late have a red background. Checks that are due soon have a yellow background.

Ability to enter notes.

Your officers can enter freeform notes, either with a keyboard or text-to-speech.

User administration of customizable end user privileges.

GUARD1 supports the features. User administration can be combined with a County single sign-on (SSO) system. User privileges are managed via group membership, which will simplify management for your supervisors and IT team.

5. Reporting Requirements

Ability to export to PDF and Microsoft Word. Ability to email reports. Ability to customize reports by inmate, housing unit, deputy ID as well as by date and times. Reporting ability in 15, 30 and 60 minute intervals. Ability to provide cell check reports for all cell checks and cell checks with exceptions with notes, percentage of on time checks and those with

exceptions, checks not completed in a staggered fashion and the ability for supervisors to review cell checks in an easily accessed manor for non-technical staff.

Standard reports. GUARD1 provides a robust and flexible reporting engine built around Microsoft SQL Service Reporting Services. Reports include Well-Being Checks, Inmate Movement, Inspection Reports, Activity Reports, Contact Reports, Logs and more.

Reports are easily filtered and configured, by date or by parameter. Frequently used reports can be saved for repeated use, or scheduled to run regularly. Reports can be generated automatically and forwarded to administrators or supervisors via e-mail. Reports can also be output in a variety of formats, including PDF, Word, Excel, XML and more.

For each report, GUARD1 provides a set of filtering options. The Well-Being Check report, for example, includes type of report (detail, summary, time-between), inmate(s) selected, locations, zones, specific rules, and observing officer.

Well-Being
Detail

Date Range: from 5/30/2019 To 5/31/2019 Generated at: 05/30/2019 01:35 PM
 Time Range: From 12:00 AM To 12:00 AM
 Inmate: Inmate: NEWTON, KEVIN GHASE
 Location: None
 All Inmate Home: All
 Well-Being Rule: All
 Observed by: AD Officers

Inmate: NEWTON, KEVIN GHASE
 Booking Number: IS11157
 Permanent Number: 11157
 (No Rule Assigned)

Time	Location	Observation	Time Between
05/30/2019 07:00 AM	Beaton, Roderick	Well-being check: Previous well-being check at 05/29/2019 07:35 PM	11:24:20
05/30/2019 08:53 AM	Beaton, Roderick	Well-being check: Previous well-being check at 05/30/2019 07:00 AM	01:52:55
05/30/2019 09:01 AM	Beaton, Roderick	Well-being check: Previous well-being check at 05/30/2019 08:57 AM	00:11:26
05/30/2019 10:22 AM	Beaton, Roderick	Well-being check: Previous well-being check at 05/30/2019 10:22 AM	00:17:33
05/30/2019 10:22 AM	Beaton, Roderick	Well-being check: Previous well-being check at 05/30/2019 10:22 AM	01:02:48
05/30/2019 11:21 AM	Beaton, Roderick	Well-being check: Previous well-being check at 05/30/2019 11:21 AM	11:31:23

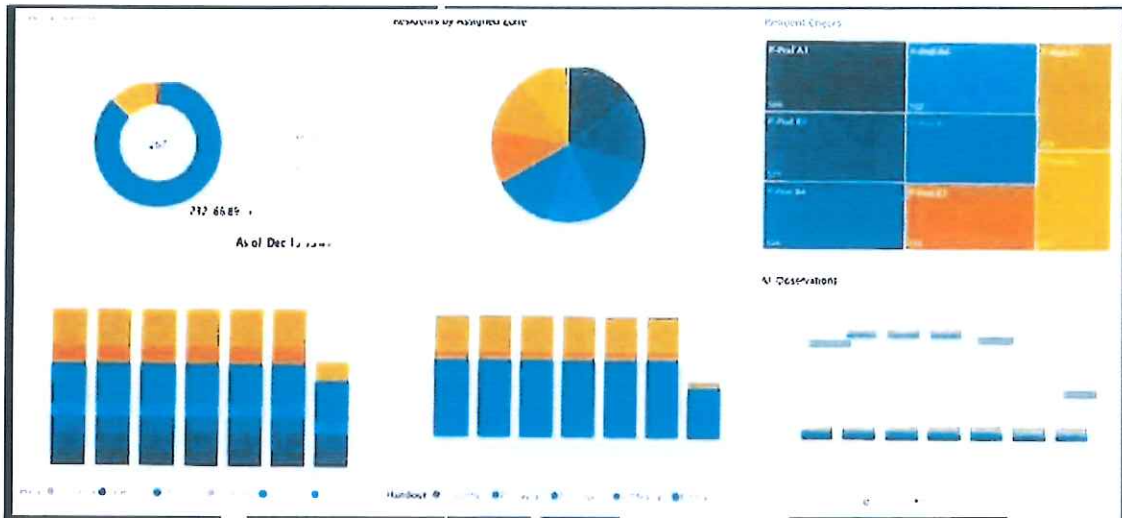
It's easy to generate custom reports. This is a Well-Being Check report filtered by inmate.

Business Intelligence. In addition to SSRS reports, GUARD1 includes a Business Intelligence Dashboard. Here are just a few examples of the information you can obtain.

- On average, how many inmates were in jail each day/week/month?
- What percentage of inmates were in jail each day/week/month compared to max capacity?

Confidential Information

- On average, how many males/females/other were in jail each day/week/month?
- On average, how many sentenced/unsentenced inmates were in jail each day/week/month?
- On average, how many Pre-trial detainees are in jail compared to jail population for each day/week/month?
- What percentage of time were inmates out of the facility (in outzones) for each day/week/month?
- What percentage of time were inmates out of bounds for each day/week/month?
- What is the population (number of inmates) change over a time period shown in both number and percentage?
- Breakdown (percentage and number) of inmate members of each food service group for each day/week/month.
- Breakdown (percentage and number) of inmate members of each classification group for each day/week/month.
- Handouts, activities, and observations recorded for each day/week/month for the entire facility and for each zone
- Compliance rate for all/each rule for each day/week/month for the entire facility and for each zone?
- Total time (percentage and number) for all/each rule for each day/week/month in enabled/disabled status?
- Compliance rate for each Officer for all/each rule for each day/week/month?
- Percentage that each Officer worked each Duty Post over a given time period (week/month).
- Facility map to with a list of assets assigned to each zone. Drill down on each asset to show a history of checks.
- Number and types of alerts occurred for each day/week/month?
- How much time did each alert type spend in active/inactive status for each day/week/month?
How much time did each officer spend in operational/non-operational status for each day/week/month?
- How many inmate checks were completed for a bed/zone for each day/week/month?
- Select specific inmates and then drill down to show a history of checks, including notations, for that inmate.



GUARD1 Real Time Business Intelligence Dashboard

6. Training Requirements

The vendor must provide:

- **Training for all staff members and train the trainer sessions throughout pre-implementation, implementation and post-implementation phases.**

Our Implementation Manager has a degree in Software Training Technology and has trained administrators, supervisors, officers, and trainers at hundreds of facilities. Your implementation team will arrange for training before and during Go-Live. After your Go-Live, the Customer Success team will continue to work with you to ensure the success of your GUARD1 Real Time project, with additional training as required.

7. Service Support Requirements

The proposed solution must provide:

Technical support 24 hours per day, seven days per week for hardware and software.

GUARD1 Real Time meets these requirements.

Ability to backup and restore on a transaction level.

Data protection if hardware failure should occur or other instance that could negatively impact data.

GUARD1 operates in Azure in the cloud with redundancy and automatic failover. A hardware failure will not result in reduced capacity of any sort.

Appendix A - Statement of Work

Statement of Work for Server Implementation

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

Mobile Device Implementation

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 802.11n and k, if required for mobile devices
SSL Certificate procured for Mobile Clients
Internet access for Mobile Device Management (MOM)
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 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**

AGREEMENT FOR CELL CHECK TECHNOLOGY IN THE LAKE COUNTY JAIL

Appendix B - Safety Check System Comparison

	Guard1 Real Time	Gu
	ardian RFID by TimeKeeping Systems	
Mobile Devices		
Product	GUARD1 SuperMAX	Spartan 3
Manufacture	Custom manufactured for	Pidion Bluebird
Korea EFSS0R		
Display Resolution	GUARD1 1080x1920 pixel	720x1440 pixel
Camera, rear	13 megapixel	14 megapixel
Camera, front	5 megapixel	5 megapixel
Battery	5800 mAh	4350 mAh
Drop	9 feet to concrete, Gorilla Glass Gorilla Glass display	8 feet to concrete, display
Ingress Protection	IP68	IP68
Warranty	5 years	3 years
Maximum Replacements	Unlimited	2 per
serial number Repair Turnaround	Up to 20 business days	98% of
repairs are returned	within 48 hours	
Wall Mount Tags		
Security Mounting	Yes	Yes Protocols
Supported	ISO 14443 and ISO 15693	ISO 15693
Warranty	Lifetime	Lifetime
RFID Wristbands		
Authorized PDC	Yes	Unknown Clincher
Distributor		
LaserPrint Wristbands	Yes	No
Print directly on wristbands	Yes	Paper slip that goes
into a pouch		
Water infiltration	Not possible	Laminated pouch with paper insert
Tamper evident	Yes	Pouch can be opened and RFID tag removed
Protocols Supported	ISO 14443 and ISO 15693	ISO 15693
System Features		
Business Intelligence	Dashboard and direct integration	Yes
Deployment	Cloud or on-premises	Cloud only Active
beacon tracking	Yes	No
Beacon tags and ID badges	Yes	No

AGREEMENT FOR CELL CHECK TECHNOLOGY

Duress Devices / Personal
Other Rugged Readers

Yes
The PIPE

No Alarms
No