

System Price & Payment Schedule

The total amount of this contract is \$338,852.58. The amounts due under this contract are as follows:

Milestone	Expected Payment Date	Amount Due
Upon contract execution (Invoice 1)	Due upon contract execution – PAID on 08/03/2015	\$74,907.50
Prior to shipment of Mobile Devices (Invoice 2)	Due prior to shipment of Mobile Devices – PAID on 12/24/2015	\$54,627.54
Go-Live Payment 1 (Invoice 3a)	Due after delivery of 40 Mobile Devices	\$41,447.51
Go-Live Payment 1 (Invoice 3b)	Due after training	\$41,447.51
Go-Live Payment 1 (Invoice 3a)	Due after delivery of the final 32 Mobile Devices	\$41,447.52
2016 System Renewal Fee	1 Year After Go-Live	\$28,325.00
2017 System Renewal Fee	2 Years After Go-Live	\$28,325.00
2018 System Renewal Fee	3 Years After Go-Live	\$28,325.00
Total		\$338,852.58

These amounts do not include any taxes. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

3. EFFECT OF THIRD ADDENDUM

Except as set forth in this Third Addendum, the Second Addendum is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Third Addendum, the Second Addendum, the Addendum or any earlier amendment, the terms of this Third Addendum will prevail.

[signature page follows]

By signing below, GUARDIAN RFID and the County each agrees to the terms and conditions of this Third Addendum and acknowledges the existence of consideration.

GUARDIAN RFID

By: [Signature]
Name: Brett Wilmeth
Title: Vice President
Date: 2/15/16

FORT BEND COUNTY

By: _____
Name: Robert E. Hebert
Title: County Judge
Date: _____

FORT BEND COUNTY SHERIFF

By: [Signature]
Name: Troy E. Nehls
Title: Sheriff, Fort Bend County
Date: 2/17/16

ATTEST:

By: _____
Name: Laura Richard
Title: County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

Exhibit A

Fort Bend County

Robert Hebert

Robert Hebert,
Fort Bend County Judge

6-2-2015

Date

ATTEST:

Laura Richard

Laura Richard,
Fort Bend County Clerk

GUARDIAN RFID

Ken Dalley

Authorized Agent - Signature

Ken Dalley

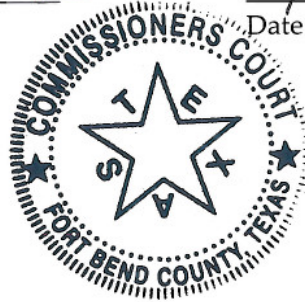
Authorized Agent - Printed Name

President

Title

5/28/15

Date



Reviewed:

Troy E. Nehls

Troy E. Nehls,
Fort Bend County Sheriff

6-2-15

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 210,265.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

EXHIBIT A

Not For
Public Distribution
Without
Prior Approval



This AGREEMENT is made this _____ day of _____, 2015 by and between Fort Bend County, a body corporate and politic, acting by and through its Commissioners Court (the "County"), having its principle place of business at 401 Jackson St. Richmond, Texas 77469, and Codex Corp., dba "GUARDIAN RFID," (hereinafter "GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N., Suite 440, Maple Grove, MN 55311.

SOFTWARE LICENSE AND SERVICE AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS

Information. All written, electronic, oral, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to the County by GUARDIAN RFID. All communication of information by the County in any form whatsoever, including oral, written, and electronic form, disclosed or provided pursuant to its performance of this Agreement.

Hardware. All hardware, equipment, and other tangible non-Software items supplied to the County by GUARDIAN RFID under this Agreement.

Production. The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world log entry (i.e. cell check, offender movement, etc.) or a similar event or inmate activity dealing with real-world use.

Software. Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by GUARDIAN RFID and set forth or identified in Schedule B or subsequently licensed to the County. Software specifically excludes any Third Party Software.

Server Hardware. All hardware, equipment, and other tangible non-Software items supplied to the County by GUARDIAN RFID under this Agreement listed as "Server Hardware" in Schedule B.

Services. All project management, training, and other services to be provided by GUARDIAN RFID under this Agreement.

System. The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by GUARDIAN RFID under this Agreement.

Third Party Software. Any software to be supplied by GUARDIAN RFID under this agreement that is purchased or licensed from any source external to GUARDIAN RFID for use with or integration into the System.

2. LICENSE

2.1 Grant of the License

Subject to the terms and conditions set forth herein, GUARDIAN RFID hereby grants to the County, and the County accepts, a limited, non-transferable and non-exclusive license to use the Software only for the County's own business purposes.

2.2 Copies and Modifications

Unless otherwise agreed to in writing by GUARDIAN RFID, no identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by the County. The County shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. GUARDIAN RFID shall not be responsible in any way for Software performance if the Software has been modified, except as modified by GUARDIAN RFID.

2.3 Restrictions on Usage

The County shall not allow any party, other than GUARDIAN RFID, to perform "write" operations directly to or on the server or database (such as by using an ODBC driver), without obtaining the prior written consent of GUARDIAN RFID, which shall not be unreasonably withheld.

3. DELIVERY, FEES PAYMENT

3.1 Delivery of Software to County

The Software shall be delivered in executable object code form only. GUARDIAN RFID shall initially deliver and install copies of the Software as set forth in Schedule B. Except as stated in Schedule D, GUARDIAN RFID shall be responsible for delivery, installation, and maintenance of GUARDIAN RFID software.

3.2 Delivery of Hardware to County

GUARDIAN RFID shall ship Hardware to the County's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated herein. It shall be the County's responsibility to install all Hardware and to perform proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc) not specified in this Agreement as being provided by GUARDIAN RFID, but necessary to accommodate equipment before, during, and/or after installation.

3.3 Delivery of Services to County

GUARDIAN RFID will provide Services as set forth in Schedule A.

3.4 Fees

Upon execution of the Agreement, the County shall pay GUARDIAN RFID the fees on the due dates set forth in Schedule C.

3.5 Payment

The County shall pay invoices received from GUARDIAN RFID by the date due according to the terms of this Agreement. If the County fails to pay any amount due within thirty (30) days of invoice date, the County shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance.

3.6 System Acceptance

The System shall be deemed accepted on the date of notification of System completion by GUARDIAN RFID and acceptance by County, unless the County notifies GUARDIAN RFID in writing within thirty (30) days after delivery thereof of any material non-conformity in the Software as compared with the Documentation, or of any failure to deliver Hardware or Services. In the event that the County does so notify GUARDIAN RFID, GUARDIAN RFID shall promptly begin to use its reasonable efforts to correct any non-conformity and will again send notification in writing that the installation is complete. System Acceptance will be dated at the new notification. System Acceptance shall also be acknowledged by putting the System into Production by GUARDIAN RFID and County.

3.7 System Acceptance Following a Notification of Non-Conformity

The System shall be deemed accepted on the date of new notification of System Acceptance by GUARDIAN RFID and acceptance by County, unless the County notifies GUARDIAN RFID in writing within fifteen (15) days after delivery thereof of any continued non-conformity or failure of the items listed in the initial notification of non-conformity. In the event that the County does so notify GUARDIAN RFID, GUARDIAN RFID shall promptly begin to use its reasonable efforts to correct any non-conformity and will again send notification in writing that the installation is complete.

4. OTHER RIGHTS AND OBLIGATIONS

4.1 Proprietary Rights

GUARDIAN RFID represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. GUARDIAN RFID retains title to the Software and any other deliverables hereunder, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. The County shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or in any other deliverables hereunder, which shall be confidential information of GUARDIAN RFID and the sole and exclusive property of GUARDIAN RFID. GUARDIAN RFID hereby expressly reserves any right not expressly granted to the County by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by the County. County owns any data and/or information provided to GUARDIAN RFID under this Agreement.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which GUARDIAN RFID uses in connection with the License granted hereunder, are and shall remain the exclusive property of GUARDIAN RFID. Nothing contained in this Agreement shall be deemed to give the County any right, title or interest in any trademark or trade name of GUARDIAN RFID. Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall GUARDIAN RFID release any material or information developed or received in the performance of the Agreement without the express written permission of County, except where required to do so by law.

4.3 Confidentiality

Except as otherwise provided in this Agreement, the County shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software to others. The County shall use its reasonable best efforts to cooperate with and assist GUARDIAN RFID in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein. GUARDIAN RFID shall not sell, transfer, publish, disclose or otherwise make available any portion of County's data or County's information acquired

through performance of this Agreement to other parties unless required by law, court order, or written authorization from County.

4.4 Termination for Breach

The parties may immediately terminate this Agreement, including all license rights granted herein, in the event that either party breaches any of its material confidentiality obligations under this Agreement.

4.5 Non-Confidential Information

Confidentiality obligations of the parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed by the Texas Public Information Act, order of a legislative body or order from a court of competent jurisdiction. In the event that said information is required to be disclosed, the disclosing party shall provide reasonable notice to the other party to allow the other party to assert whatever exclusions or exemptions may be available under such law, regulation or order.

4.6 Disclaimer of Warranty

The warranty set forth in Schedule D is a limited warranty and it is the only warranty made by GUARDIAN RFID. GUARDIAN RFID expressly disclaims, and the County hereby expressly waives, all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. GUARDIAN RFID's limited warranty is in lieu of all liabilities or obligations of GUARDIAN RFID for damages arising out of or in connection with the delivery of the System. Except for the limited warranty in Schedule D, the entire risk as to the quality and performance of the System is with the County.

4.7 Legal Relationship

It is expressly understood by the County and GUARDIAN RFID that GUARDIAN RFID shall not be construed to be, and is not, an employee of the County. GUARDIAN RFID shall provide services to the County as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. GUARDIAN RFID further acknowledges that he/she is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

GUARDIAN RFID, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types as follows:

- Commercial General Liability Insurance
- GUARDIAN RFID shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.
- Professional Liability Insurance or Miscellaneous Professional Liability Insurance

- GUARDIAN RFID agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.
- Business Automobile Liability Insurance
- GUARDIAN RFID shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$200,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At the County's request, GUARDIAN RFID shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on thirty (30) days prior written notice to the County.

5. LIMITATION OF LIABILITY

5.1 Indemnification

GUARDIAN RFID SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF GUARDIAN RFID, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF GUARDIAN RFID OR ANY OF GUARDIAN RFID'S AGENTS, SERVANTS OR EMPLOYEES.

6. TERMINATION

6.1 By GUARDIAN RFID for Cause

In addition to various other express rights of GUARDIAN RFID to terminate this Agreement set forth herein, GUARDIAN RFID shall also have the right to terminate this Agreement immediately and cancel any unfulfilled portion of it by written notice to the County if:

- (i) the County becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of the County, or
- (ii) if the County sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, or
- (iii) upon County's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of GUARDIAN RFID's proprietary rights hereunder. GUARDIAN RFID shall have the rights to terminate this Agreement upon thirty (30) days prior notice upon any breach of any other material provision of this Agreement by the County. The termination of this Agreement shall automatically terminate and extinguish the License.

GUARDIAN RFID may terminate for cause upon the failure of the County to comply with the terms and conditions of this Agreement; provided that GUARDIAN RFID shall give the County thirty (30) days written notice specifying the County's failure and a reasonable opportunity for the County to cure the defect.

6.2 By County for Cause

The County may terminate this Agreement for cause based upon the failure of GUARDIAN RFID to comply with the terms and/or conditions of the Agreement; provided that the County shall give GUARDIAN RFID thirty (30) days written notice specifying GUARDIAN RFID's failure. If within thirty (30) days after receipt of such notice, GUARDIAN RFID shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the County may, at its option, place GUARDIAN RFID in default and the Agreement shall terminate on the date specified in such notice.

6.3 Termination without Cause

After the fourth anniversary of the maintenance period, this Agreement may be terminated by either party by providing ninety (90) days' notice prior to the due date the next annual maintenance payment.

6.4 Post-Termination Obligations

All provisions hereof relating to GUARDIAN RFID's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per Schedule C for work completed prior to termination shall still be paid by the County. GUARDIAN RFID shall provide all of County's data and/or information in a format acceptable to County. County maintains ownership of its data and information provided to GUARDIAN RFID under this Agreement.

7. MISCELLANEOUS

7.1 Entire Agreement

This agreement, and any addenda specifically incorporated therein by reference, constitutes the entire agreement between the parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both parties.

7.2 Force Majeure

Neither party shall be liable to the other party for any delay or failure to perform any of the services or obligations set forth in this Agreement due to cause beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

7.3 Governing Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

7.4 Assignment

GUARDIAN RFID may not assign, without the prior written consent of the County, which consent shall not be unreasonably withheld, GUARDIAN RFID's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement. This Agreement shall apply

to, inure to the benefit of, and be binding upon the parties hereto and upon their permitted successors in interest and permitted assigns.

7.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt; or by facsimile. Each party giving a Notice shall address the Notice to the receiving party at the address listed above or to another address designated by a party in a Notice pursuant to this Section:

The County:	Fort Bend County ATTN: Fort Bend County Judge Robert Hebert 401 Jackson St. Richmond, TX 77469
With a copy to:	Fort Bend County Sheriff Attn: Lt. D. Quam 1410 Williams Way Blvd. Richmond, Texas 77469
GUARDIAN RFID:	Guardian RFID 6900 Wedgwood RD N STE 440 Maple Grove, MN 55311

7.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure or to payment of fees owed at the time of termination shall survive the termination of this Agreement.

7.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

7.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

7.9 Remedies

Unless otherwise specified herein, the rights and remedies of both Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

7.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

7.11 No Third Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries as to this Agreement or any part of specific provision of this Agreement.

7.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either party's breach of its confidentiality or non-disclosure obligations herein or the County's violation of GUARDIAN RFID's proprietary rights in the Software or any other software owned or licensed by GUARDIAN RFID.

7.13 Taxes

The County shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against GUARDIAN RFID. The County shall reimburse GUARDIAN RFID for the amount of any such taxes or duties paid or accrued directly by GUARDIAN RFID as a result of this transaction. If the County is a tax-exempt organization, the County will provide GUARDIAN RFID with documentation required by the taxing authority to support such exemption.

7.14 Non-Discrimination

GUARDIAN RFID agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and GUARDIAN RFID agrees to abide by the requirements of the Americans with Disabilities Act of 1990. GUARDIAN RFID agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by GUARDIAN RFID, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

7.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

7.16 Export Control

GUARDIAN RFID further agrees that if the U.S. export laws are or become applicable, it will not export any of the County's data and/or information received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless GUARDIAN RFID has obtained prior written authorization from the appropriate authority responsible for such matters.



8. COUNTY RESPONSIBILITIES

8.1 Project Management

The County shall provide one primary Project Manager to be the main point of contact for GUARDIAN RFID. The designated Project Manager will be responsible for managing and coordinating the County's resources to complete assigned project tasks and activities. The Project Manager will also be responsible for designating persons responsible for specific roles as needed, such as System Administrator and/or Hardware Project Manager, and ensuring that tasks assigned to these individuals are completed.

The Project Manager will also be responsible for communicating any sign-offs of various project documents and will have the authority to speak for the County from a project perspective. GUARDIAN RFID understands and acknowledges that the County and the County Judge have final authority when binding the County's Office and Fort Bend County to contractual/legal obligations.

The County's dedicated Project Manager:

8.2 System Configuration

The County shall make available appropriate subject matter experts to perform System configuration tasks as assigned.

8.3 Additional Components

Other components (hardware and/or software) may be desired for use with the System. GUARDIAN RFID assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third party systems, and mobile workstations or laptops.

8.4 Third Party Costs

Except as expressly agreed herein, GUARDIAN RFID assumes no responsibility for any third party costs related to implementation of the System. This includes, but is not limited to, any third party costs associated with the implementation of Interfaces.

The County has read and agrees to all of the attached and incorporated terms and conditions.

Agency
Fort Bend County
Name
Robert Hebert
Signature
[Signature]
Title
Fort Bend County Judge
Date:

Agency
Fort Bend County Sheriff's Office
Name
Troy E. Nehls
Signature
[Signature]
Title
Fort Bend County Sheriff
Date:
6-2-15

ATTEST:



Laura Richard, County Clerk



GUARDIAN RFID

Name

Ken Dalley

Signature

Ken Dalley

Title

president

Date:

5/28/15



SCHEDULE A: STATEMENT OF WORK

GUARDIAN RFID will provide Software, Hardware, and Services, identical to or substantially similar to those outlined below, in the quantities specified in Schedule B.

1. Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

GUARDIAN RFID OnDemand

- Integration with JMS
- Reports (Microsoft SQL Server)
- Create and manage unlimited users
- Population count with "Quick Book" module
- Definable menus and rules authoring
- Facility setup
- Performance Dashboard
- Authentication
- Event Log with Freehand log creation
- Firewall security
- Login/logout user activity
- Software to run CPR50 Wall Readers

GUARDIAN RFID Mobile

- Mobile data collection
- RFID Integration
- Real-time synchronization (AutoSync)
- System Alerts (including Out of Cell and Dangerous Items)
- Mobile timers
- Auto inmate identification from RFID wristbands or ID Cards
- Individual and group logging support
- Cell checks and security checks
- Inmate movements
- Supply passes
- Recreation offerings
- Meal offerings
- Headcounts (on-screen and RFID)
- Customizable inmate activity logging

Reporting (Powered by Microsoft SQL Server Reporting Services)

- Pre-built Web-based reports
- Export to PDF, Excel, XML, etc.
- Custom data filters
- Email reports

Any third party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of the County.

Any interfaces that cannot be deployed as part of System go-live due to the County or a third-party vendor not being ready for deployment shall not delay System Acceptance.

Interface

GUARDIAN RFID will immediately provide a one-way interface with the County's existing jail management system (JMS) to automatically share inmate demographic and housing assignment data, including technical support for the GUARDIAN RFID-side of the interface.



2. HARDWARE

Server Hardware

This includes any production and training/testing servers specifically hosted by GUARDIAN RFID.

Mobile Computers and Related Accessories

This package includes your ruggedized mobile computers (BIP-6000MAX), desktop cradle, cables, stylus, screen protectors, and spare batteries.

RFID Wristband Label Equipment & Accessories

This can include a rolling laminator(s), LX400 label printer, spare LX400 ink cartridges, labels, and RFID Desktop Reader (USB).

Fixed RFID Tags

This includes GUARDIAN RFID® Sensors™.

Fixed RFID Readers

This includes fixed short, medium, and long-range RFID readers from FEIG Electronics, such as the CPR50, and any associated antennas, multiplexers, and power supplies.

3. SERVICES

Project Management

From the start of the project, a GUARDIAN RFID project manager works with the agency as the single point of contact for your implementation. The project manager develops and manages the implementation schedule and liaises with the agency and GUARDIAN RFID to keep the project on track and on schedule. The project manager conducts weekly status meetings to provide the agency with status reports.

The project team, under the direction of the project manager, visits pertinent areas of the agency and meets with key agency personnel to understand the agency's operational needs and business rules. Team members observe the agency's daily operations first-hand and use that information to identify how GUARDIAN RFID would best be configured to match and enhance the agency's workflows. The project team trains system administrators on configuration options, such as user-definable tools, defining users and user privileges, etc.

Pre-Training Meeting

Pre-Training is a meeting scheduled within 2-4 weeks prior to on-site training and Go-Live that involves administration, supervisors, and GUARDIAN RFID project members to review your agency's use of GUARDIAN RFID and all policy and procedure considerations. Additionally, GUARDIAN RFID reviews a number of common questions with administrators and supervisors.

Information gathered during Pre-Training is then used to fully customize your on-site training classes. Our GUARDIAN RFID certified training instructors are also able to answer most or all questions posed by staff members, which may normally arise during on-site training classes.

Complete End User Training



Trainers conduct detailed instructional classes for each of the agency's users. This four-hour class focuses on building proficiency and confidence using GUARDIAN RFID – specifically using GUARDIAN RFID Mobile software and logging a wide range of inmate activities, as well as using GUARDIAN RFID OnDemand, and assembling RFID wristbands.

Go Live Support

GUARDIAN RFID Technologies staff is on site at the agency for go-live. Project managers and/or trainers assist users with questions that arise during this process and reinforce skills learned during the training sessions.

Refresher Training

At the agency's request, GUARDIAN RFID Technologies can provide follow-up training (after the successful implementation) to introduce new personnel to GUARDIAN RFID or refresh existing personnel on best practices with regard to using GUARDIAN RFID. Most often, refresher training is coordinated via WebEx online meetings. On-site training can also be coordinated. A formal price quote can be prepared by your project manager or account manager for on-site training.



SCHEDULE B: PRICING DETAIL

System Pricing

(See copy of originally accepted price quote on following page).

System Renewal Fee (Maintenance, Support, and Software Updates)

The System Renewal Fee (SRF) is due one-year from the anniversary of your Go-Live date.

Expected Go-Live Date: August 2015	
2016 SRF	\$20,150.00
2017 SRF	\$20,150.00
2018 SRF	\$20,150.00

These amounts do not include any taxes.

Annual support will not increase more than 3.5% annually.

System Price & Payment Schedule

The total amount of this contract is \$210,265.00.

The amounts due under this contract are as follows:

Milestone	Expected Payment Date	Amount Due
Upon contract execution (Invoice 1)	Upon contract execution	\$74,907.50
Upon Go-Live (Invoice 2)	Following Go-Live	\$74,907.50
2016 System Renewal Fee	August 1, 2016	\$20,150.00
2017 System Renewal Fee	August 1, 2017	\$20,150.00
2018 System Renewal Fee	August 1, 2018	\$20,150.00
Total		\$210,265.00

These amounts do not include any taxes.

System Renewal Fee Payment Schedule

The System Renewal Fee is due on the anniversary of your Go-Live date, which is detailed on Schedule B: Pricing Detail. Agencies are invoiced 60 days prior to the anniversary of your Go-Live date. Maintenance fees should be remitted to: GUARDIAN RFID, ATTN: Accounts Receivables, 6900 Wedgwood Rd. N., Suite 440, Maple Grove, MN 55311.



SCHEDULE C: Proposal

GUARDIAN RFID® by Codex Corp.
 6900 Wedgwood Rd. N., Suite 440
 Maple Grove, MN 55311
 www.guardianrfid.com
 (855) 777-RFID (7343)

Friday, May 5, 2015

Dear Lt. Quam:

Thanks for your interest in the GUARDIAN RFID® Corrections System for the Fort Bend County Detention Center and the opportunity to prepare your enclosed pricing.

Fort Bend County is looking to cost-effectively increase staff productivity and accountability, while automating a wide-range of Inmate activity logging in real-time to maximize defensibility, communication, and operating efficiencies.

GUARDIAN RFID has an extensive track record of helping facilities realize significantly improved operational performance, situational awareness, and compliance with corrections standards.

Exclusively endorsed by the *National Sheriffs' Association* since 2008, GUARDIAN RFID is a powerful, easy to use Inmate Management System that uniquely leverages radio-frequency identification (RFID) technology to automate a wide range of correctional workflows, data collection, communication, and reporting needs while integrating with the current jail management system.

GUARDIAN RFID helps detention facilities:

- Strengthen operational productivity
- Reduce Inmate complaints and litigation
- Eliminate manual electronic logging and paper-based forms and systems
- Increase compliance with jail standards
- Maximize defensibility

Please note that the enclosed proposal includes:

- A Level 4 (500 to 999 beds) deployment license; 30 mobile computers and software; 200x fixed GUARDIAN RFID Sensors, Compliance Monitor, Facilities Manager, 67x wall readers and software, 5x days of onsite setup, and 5x days of on-site training.

An Overview of GUARDIAN RFID Platform Pricing

Enclosed pricing is based on GUARDIAN RFID OnDemand™, our industry-leading Cloud-based platform. GUARDIAN RFID OnDemand includes powerful reporting capabilities (powered by Microsoft SQL Server Reporting Services), and integration (one-way) with your jail management system. Integration automatically shares Inmate demographics and housing assignments with GUARDIAN RFID.

Mobile Computer Pricing & Warranty Information

The BIP-6000MAX mobile computer ships with a complimentary three-year premium care extended warranty. This includes accident protection coverage, as well as an Ethernet cradle and spare battery.



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RFID Wristband Pricing

Your quote includes RFID inlets to use with your existing wristbands and related peripherals.

CPR50 – RFID Wall Readers

The CPR50 RFID Wall readers can either send read data directly to the GUARDIAN OnDemand cloud servers or send the read data to Fort Bend County server with a listener service installed. We recommend the 2nd option. If there is a communication issue with our servers, the listener service will store the reads and send them to the cloud servers when the connection is restored.

Training

Your quote includes 5 days of on-site training and shadowing. Training includes 4-hour classroom-led instruction where attendees practice using handhelds, RFID Sensors, and mobile software in a variety of data collection scenarios. Repetitive practice during the 4-hour class helps to build proficiency, knowledge, and muscle memory. Your instructor also customizes training based on your facility's goals, objectives, policies, and procedures.

After the last class, you'll immediately Go-Live. This allows all staff members to begin using the instruction they've just gained, and allow them to ask any questions during their first shift using GUARDIAN RFID.

Software Term & The System Renewal Fee (SRF)

The length of the software term is three years and is effective on your Go-Live date. Agencies are charged a System Renewal Fee ("SRF"), which renews every 12 months on the anniversary of your Go-Live date. The SRF covers service and technical support, software updates and upgrades, lifetime guarantee of your GUARDIAN RFID Sensors, and complimentary participation in our mobile computer loaner program.

The SRF is charged on a flat-rate basis based on: your licensing level, number of mobile devices, and any PowerTool licenses.

An evergreen clause in our Software Licensing Agreement will automatically renew on the anniversary of your Go-Live, and your System Renewal Fee for auto-renewal will be charged at the same rate as your prior year's SRF. Please note that GUARDIAN RFID does reserve the right to increase your SRF by a maximum of 3.5%, per year.



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As projected in your enclosed quote, the SRF would be as follows:

Level 4/ Fort Bend County Detention Center | Forecasted System Renewal Fee

	Qty	Flat-Rate Fee/yr
GUARDIAN RFID OnDemand	1	\$2,000.00
GUARDIAN RFID Mobile (@ \$400.00/license/yr)	30	\$12,000.00
CPR50 (@ \$75.00/license/yr)	67	\$5,025.00
Facilities Manager PowerTool	1	\$0.00
Active Directory Interface	1	\$625.00
Compliance Monitor PowerTool	1	\$500.00
Total		\$20,150.00

Your SRF goes into effect one year following your Go-Live date. Service, support, and software updates/upgrades are included in your first year of use at no additional charge.

Payment Terms

To help reduce your initial outlay for GUARDIAN RFID, we do support the ability to divide the price of GUARDIAN RFID over multiple budget years interest free. Please contact us to request more information.

Please note: GUARDIAN RFID requires 50% of the system price upon project start. The remaining balance will be due following Go-Live.

Interfacing with your Jail Management System

GUARDIAN RFID is built to interface with your existing jail management system.

Common (standard) integration points already exist, such as: Inmate demographics (name, DOB, booking number, historical booking number, etc.) and housing assignment. This type of data is automatically shared when an inmate is booked, released, or has their housing assignment updated. There’s never any charge to one-way interface GUARDIAN RFID with your jail management system. The fee for a bi-directional interface of \$5,000 will be honored through May 31, 2017 if you choose to support sending GUARDIAN RFID data back to your JMS.



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Maple Grove, MN 55311
www.guardianrfid.com
(855) 777-RFID (7343)

Questions? We're here to help.

If you have any questions about this proposal, please contact me directly at (479) 459-8755 or email me at mark.barrie@guardianrfid.com. Thanks again, Lt. Quam, for the opportunity to prepare this information.

Sincerely,

A handwritten signature in blue ink that reads "M Barrie".

Mark Barrie
GUARDIAN RFID



SCHEDULE D: MAINTENANCE AGREEMENT

1. Warranties

1.1 Software Warranties

GUARDIAN RFID warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement and (ii) while the Maintenance Agreement is in effect and has not been terminated or expired the operation of the Software shall not have material non-conformities, provided that no party has altered any portion of the Software, that the Software are operated on the Equipment and in the Operation Environment necessary to operate the Software, and that any non-conformities are not caused by products or services from GUARDIAN RFID's suppliers or any other third party. GUARDIAN RFID's sole obligation or liability under the Warranty shall be to use reasonable efforts to correct the Software, in a reasonable time, to perform in accordance with Schedule A, upon written notice of its failure to so perform from the County. In the event GUARDIAN RFID fails to remedy material defects in the Software under this Warranty, the County's sole remedy and GUARDIAN RFID's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains a Material Defect.

1.2 Hardware and Third Party Software Warranties

GUARDIAN RFID warrants that, at the time of delivery, the Hardware will be new and unused. In addition, GUARDIAN RFID warrants that the County will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third Party Software warranties provided by the manufacturer will be passed through to the County. GUARDIAN RFID will be solely responsible for processing and managing of all Hardware and Third Party Software warranty claims that may be necessary during the term of this Agreement.

2. Software Updates

While this Agreement has not expired, GUARDIAN RFID will maintain the Software by providing software updates and enhancements to the County. All software updates provided to the County by GUARDIAN RFID pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by County under this Agreement;

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

At a time mutually acceptable to both parties, GUARDIAN RFID will install software updates remotely.

3. Support

GUARDIAN RFID shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.



4. County Responsibilities

4.1 Access to Premises

The County shall provide GUARDIAN RFID with reasonable and timely access to the sites and personnel necessary for GUARDIAN RFID to perform its obligations under this Agreement.

4.2 System Administrator

The County is responsible for naming one or more System Administrators to serve as a primary point of contact between the County and GUARDIAN RFID. At least one System Administrator must be available at all times. The County will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

4.3 Network Security

The County is responsible for providing all network and physical security.

4.4 System Updates

The County shall work in good faith to allow GUARDIAN RFID to install System updates as requested by GUARDIAN RFID.

4.5 Installation

The County is responsible for installing all RFID wall sensors and readers. The County is responsible for providing any onsite servers needed to host GUARDIAN RFID software needed for interfaces or fixed wall readers.

5. Hardware Maintenance

GUARDIAN RFID will maintain the Server Hardware necessary to host the cloud Software. County is responsible for data backups, operating system updates, virus protection, database software updates, and other general performance of the onsite servers hosting GUARDIAN RFID software.

Exhibit B

FY 2016 SRF	\$28,325
FY 2017 SRF	\$28,325
FY 2018 SRF	\$28,325

These amounts do not include any taxes. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

Annual support will not increase more than 3.5% annually.

- (b) System Price & Payment Schedule. The section entitled "System Price & Payment Schedule" in "Schedule B: Pricing Detail" of the Agreement is hereby removed and restated in its entirety as follows:

System Price & Payment Schedule

The total amount of this contract is \$338,852.58. The amounts due under this contract are as follows:

Milestone	Expected Payment Date	Amount Due
Upon contract execution (Invoice 1)	PAID	\$74,907.50
Upon shipment of Mobile Devices (Invoice 2)	Due prior to shipment of Mobile Devices	\$54,627.54
Upon Go-Live (Invoice 3)	Following Go-Live	\$124,342.54
2016 System Renewal Fee	1 Year After Go-Live	\$28,325.00
2017 System Renewal Fee	2 Years After Go-Live	\$28,325.00
2018 System Renewal Fee	3 Years After Go-Live	\$28,325.00
Total		\$338,852.58

These amounts do not include any taxes. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

3. REVISIONS TO SCHEDULE C OF THE ADDEDNUM

The chart immediately following the heading "Level 4 / Fort Bend County Detention Center | Forecasted System Renewal Fee" contained in the section entitled "System Price & Payment Schedule" in "Schedule C: Proposal" of the Addendum is hereby removed and restated in its entirety as follows:

	Qty	Flat-Rate Fee/yr
GUARDIAN RFID OnDemand	1	\$2,000.00
GUARDIAN RFID Mobile (@ \$350.00/license/yr)	72	\$25,200.00
Facilities Manager PowerTool	1	\$0.00
Active Directory Interface	1	\$625.00
Compliance Monitor Power Tool	1	\$500.00
Total		\$28,325.00

4. EFFECT OF SECOND ADDENDUM

Except as set forth in this Second Addendum, the Addendum is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Second Addendum and the Addendum or any earlier amendment, the terms of this Second Addendum will prevail.

By signing below, GUARDIAN RFID and the County each agrees to the terms and conditions of this Second Addendum and acknowledges the existence of consideration.

GUARDIAN RFID

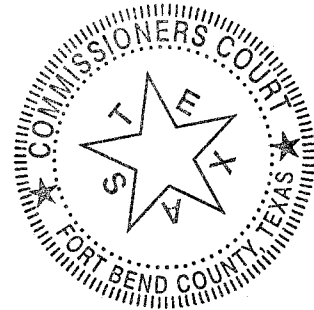
By: [Signature]
Name: Brett Wilmeth
Title: Vice President
Date: 11/17/2015

FORT BEND COUNTY

By: [Signature]
Name: Robert E. Hebert
Title: County Judge
Date: 11-24-2015

ATTEST:

By: [Signature]
Name: Laura Richard
Title: County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 338,852.58 to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]
Robert Edward Sturdivant, County Auditor

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2016-13338

Date Filed:
02/15/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Codex Corporation d/b/a GUARDIAN RFID
Maple Grove, MN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

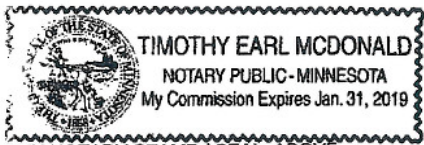
RFP 15-035
Paperless Round Sheet Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said BEET WILKETH, this the 15 day of FEB, 20 16, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath