

The logo for Real Time Networks features an orange square to the left of the text. The text "Real Time" is in white and "Networks" is in orange. There are three curved lines above the word "Time" suggesting a signal or network.

Real Time  
Networks

**Proven solutions  
for managing  
mission critical  
assets and keys.**

**PROPOSAL PREPARED FOR:  
MICHAEL MONTGOMERY  
YOLO COUNTY HHSA**

**01/18/2024**





REAL TIME NETWORKS INC.  
 Head Office: 16-1833 Coast Meridian Road  
 Port Coquitlam, BC, V3C 6G5  
 www.realtimenetworks.com  
 Phone: 1-800-331-2882  
 Fax: 604-941-8480

**QUOTATION-**

ATTN: MICHAEL MONTGOMERY  
 YOLO COUNTY HHSA  
 137 N COTTONWOOD ST # 1510, WOODLAND, CA 95695

**NCSA Technology Bid 23-02-0222R**  
 January 18, 2024

QUOTATION PREPARED BY: GARY THORNBERG - BDM

Part #	Qty.	Description	Unit Price	Ext. Price
		<b>Bower</b>		
		<b>Key Tracer: 64 Key System</b>		<b>\$21,696.25</b>
	1	KTA-4 Module Cabinet with Lexan Door		
	4	KTA 16 Single Key Module (includes 16 Grey Seals, 16 Black KeyTags and 16 Key Rings(25mm))		
	1	KTA+ Terminal		
	1	KTA Terminal Bracket		
	1	Power Supply for Keypad Terminal		
	1	KTA De-Sealing tool		
	1	KTA Card Reader Module, Card Verification and Programming		
	1	Key Tracer Software V4.x basic Per Terminal License code with 1 Admin User Licence		
	1	Key Tracer Module: Fleet Management Module - First Terminal		
	1	Key Tracer Module: KRV Key Reservation Module - First Terminal		
	1	Key Tracer Module: KTR Keytag Time Restriction - First Terminal		
		<b>Gonzales</b>		
		<b>Key Tracer: 32 Key System</b>		<b>\$13,982.50</b>
	1	KTA-2 Module Cabinet with Lexan Door		
	2	KTA 16 Single Key Module (includes 16 Grey Seals, 16 Black KeyTags and 16 Key Rings(25mm))		
	1	KTA+ Terminal		
	1	KTA Terminal Bracket		
	1	Power Supply for Keypad Terminal		
	1	KTA De-Sealing tool		
	1	KTA Card Reader Module, Card Verification and Programming		
	1	Key Tracer Software V4.x Required for Every Additional Terminal		
	1	Key Tracer Module: Fleet Managemenet Module - Each Additional Terminal		
	1	Key Tracer Module: KRV Key Reservation Module - Each Additional Terminal		
	1	Key Tracer Module: KTR Keytag Time Restriction - Each Additional Terminal		
		<b>West Sacramento</b>		
		<b>Key Tracer: 32 Key System</b>		<b>\$13,982.50</b>
	1	KTA-2 Module Cabinet with Lexan Door		
	2	KTA 16 Single Key Module (includes 16 Grey Seals, 16 Black KeyTags and 16 Key Rings(25mm))		
	1	KTA+ Terminal		
	1	KTA Terminal Bracket		
	1	Power Supply for Keypad Terminal		
	1	KTA De-Sealing tool		
	1	KTA Card Reader Module, Card Verification and Programming		
	1	Key Tracer Software V4.x Required for Every Additional Terminal		
	1	Key Tracer Module: Fleet Managemenet Module - Each Additional Terminal		
	1	Key Tracer Module: KRV Key Reservation Module - Each Additional Terminal		
	1	Key Tracer Module: KTR Keytag Time Restriction - Each Additional Terminal		
		<b>Additional Fees</b>		
	1	Shipping, excluding all duties, fees, import taxes and other charges		<b>\$2,500.00</b>
	1	Remote Technical Services, Installation and Training		<b>\$1,200.00</b>
<b>TOTAL QUOTE</b>				<b>\$53,658.75</b>

QUOTE IS VALID FOR 30 DAYS ONLY.

The client is responsible for arranging the installation and availability of all necessary data connections and electrical power for the equipment. Specifically, this includes ethernet cabling for network connections and appropriate power outlets. These facilities should be set up in accordance with the load requirements of the installed equipment and should comply with local electrical codes. Please note that our quotes do not cover the provision of ethernet or power cabling to the location where the equipment will be installed.

All Prices are in US Dollars, See Terms and Conditions

Payment Terms: 50% deposit on order placement, 50% due upon delivery

**GOODS WILL NOT BE SHIPPED UNTIL THE DEPOSIT IS PAID IN FULL. FAILURE TO PROVIDE THE DEPOSIT WILL RESULT IN A SHIPPING DELAY.**

1 Year Limited Hardware and Software Warranty

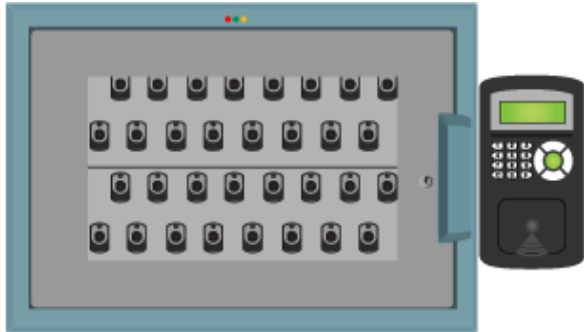
SALES TAX ON FINAL INVOICE

**By signing below, I/we, acknowledge and accept the terms of the quote provided, and agree to move forward with the products and services as outlined.**

\_\_\_\_\_  
*Signature*

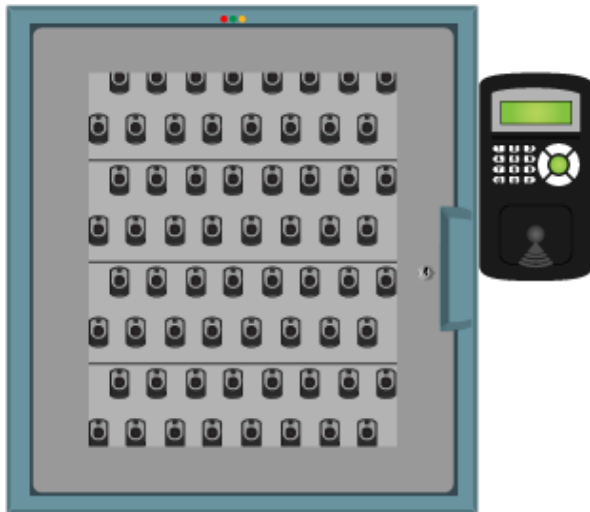
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*Date*

PRODUCT IMAGES



Gonzales & West Sacramento

**Cabinet Dimensions:  
24.8" Wide x 17" High x 8.3"**



Bower

**Cabinet Dimensions:  
24.8" Wide x 26.2" High x 8.3"**



## Terms and Conditions

1. **Entire Agreement.** These terms and conditions, Real Time Networks Inc.'s ("Real Time") quotation, invoice, or proposal (if applicable), constitute a final, complete and exclusive agreement of the parties ("Agreement"). Terms in Real Time's quotation or proposal (if applicable) shall control to the extent that those terms explicitly amend the terms hereof. No prior dealings, subsequent Customer documents not explicitly agreed to in writing, or course or usage of trade shall supplement or explain any terms herein unless consented to by Real Time in writing.
2. **Applicability of Terms and Conditions.** Real Time's performance pursuant to this Agreement entered into by the parties shall incorporate by reference these terms and conditions. By placing its order, the Customer hereby agrees to the terms of this Agreement in their entirety and agrees that any additional, different, or inconsistent terms and conditions provided by the Customer in its order form, or any other document shall not be applicable to this Agreement. Real Time may refuse to provide any goods and services under this Agreement without liability if Customer's credit approval (if applicable) is denied.
3. **Delivery.** Subject to unanticipated delays, Real Time shall deliver the goods that are the subject of this Agreement ("Goods") to the Customer on or before the delivery time set out in the Agreement ("Delivery Time") and in accordance with the delivery term specified therein. If no delivery term or timeline is specified, the delivery term will be Ex Works (EXW), as such term is defined in Incoterms in force on the effective date of the Agreement and the delivery of the Goods shall comply with all Real Time policies for shipping of orders. All products returned to Real Time due to refusal of acceptance by the Customer, without Real Time's consent, will be subject to minimum of 25% restocking charge and Customer must pay return freight to Real Time. Parts must be in original condition and packaging. Custom items and/or dedicated production lots are not returnable.
4. **Price and Payment.** Real Time reserves the right in response to significant exchange CAD/USD rate fluctuations, without notice and in its sole discretion, to adjust any prices provided in a quotation, proposal, or otherwise to the Customer prior to final acceptance by Real Time of an order. Except as otherwise agreed to by Real Time in writing, prices will be firm as of the date of order acceptance based on the currency outlined in the quotation. Real Time reserves the right, in its sole discretion, to require payment in full by the Customer at any time prior to delivery. Upon placement of the order, the Customer agrees to pay 50% of the total purchase price. This initial payment is a non-refundable deposit to secure the order. The remaining 50% of the purchase price is due upon shipment of the ordered products. Overdue payments shall bear interest at a rate of the lesser of 18% per annum or the highest rate permitted by law.
5. **Restocking Terms:** Returning of stock items only: All claims must be made within ten (10) days of receipts of goods. Customer must inspect receipt at time of delivery to ensure all Goods are in good condition and the order is complete. Evidence of any damages or discrepancies must be provided to Real Time in writing within 24 hours of receipt. Real Time does not bear any responsibility for the any issues, damage or shortages not reported to Real Time. Real Time must authorize all returns. All authorized returns will be subject to a minimum of 25% restocking charge and Customer must pay return freight to Real Time. Parts must be in original condition and packaging. Custom items and/or dedicated production lots are not returnable.
6. **Taxes.** The Customer shall pay and discharge when due, all license fees, assessments, and all taxes including all sales, use, property, rental, excise, goods and services, and other taxes or duties (each a "Tax") now or hereafter imposed by any federal, provincial, state, or local government or taxing authority upon the goods or services which are subject matter of this Agreement (except income taxes payable by Real Time) whether the same are payable by, or billed or assessed to Real Time or the Customer, together with any penalties or interest levied or charged in connection therewith.
7. **Annual Recurring Fees.** By placing an order, you acknowledge and agree that your purchase may include annually recurring software or license fees ("Annual Recurring Fees"). Any Annual Recurring Fees shall be itemized on the provided quotation and clearly identified as such. Failure to agree to or pay these Annual Recurring Fees within the designated time frame shall relieve Real Time from any obligation to provide the software or any subsequent upgrades to the software. The Annual Recurring Fees will be billed on the anniversary date of the shipment date. It is the Customer's responsibility to review the quotation and ensure timely payment of these Annual Recurring Fees to maintain access to the software and any associated benefits.
8. **Force Majeure.** Real Time shall not be liable for any loss or damage arising from Real Time's failure to perform any obligation or delay resulting from any cause beyond the reasonable control of Real Time or from any act of God, act of war whether declared or undeclared, act of civil or military authority, act of any governmental authority, acts or omissions of the Customer or contractors or subcontractors, civil disturbance, insurrection or riot, sabotage, fire, pandemics, inclement weather conditions, earthquake, flood, strike, work stoppage or other labour difficulty, embargo, fuel or energy shortage, equipment breakdown, delay or accident in shipping or transportation, failure or delay in obtaining necessary manufacturing facilities, labour or materials from its usual sources, or unforeseen circumstances or contingencies.
9. **Warranty.** The terms of the applicable manufacturer's warranty for the Goods (collectively, the "Warranty") shall apply. Unless stated otherwise in the Warranty, all timelines for the Warranty shall start on Real Time's invoice date. OTHER THAN THE WARRANTY, NO OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, GUARANTEES OR SIMILAR OBLIGATIONS, WHETHER EXPRESS OR IMPLIED BY FACT, BY LAW, INCLUDING ANY STATUTE OR REGULATION, BY CUSTOM OR TRADE USAGE, OR BY ANY COURSE OF DEALING, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PURPOSE OR FITNESS FOR A PARTICULAR PURPOSE, ARE APPLICABLE AND ALL OF THE FOREGOING ARE EXPRESSLY DISCLAIMED. OTHER THAN THE WARRANTY, REAL TIME MAKES NO WARRANTY THAT THE GOODS WILL BE SECURE OR ERROR-FREE OR WILL MEET CUSTOMER'S REQUIREMENTS. The Warranty is in the nature of liquidated damages and in substitution for any damages to which the Customer might otherwise be entitled at law or in equity and, in particular, Customer hereby agrees that in lieu of an action arising out of contract or tort, Customer will rely upon the provisions of the Warranty as its sole remedy for any defect or deficiency in the Goods. In respect only of claims made under the Warranty, if there is a conflict or inconsistency between the terms of the Warranty and any other term of this Agreement, including, without limitation, any term of these Terms and Conditions, the terms of the Warranty shall govern.
10. **Limits of Liability.** REAL TIME SHALL NOT BE LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ALTERNATIVE TORT REMEDIES OR ANY OTHER THEORY OF LAW OR EQUITY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGE TO ASSOCIATED EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF PRODUCTION, LOSS OF USE OF CUSTOMER'S PROPERTY, PLANT, EQUIPMENT OR SYSTEM DOWNTIME COSTS OR CLAIMS OF CUSTOMER'S CUSTOMERS. THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND REAL TIME'S TOTAL AGGREGATE LIABILITY TO CUSTOMER HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE SPECIFIC GOODS OR SERVICES FROM WHICH ANY CLAIM OR DAMAGES HEREUNDER MAY ARISE. THE FOREGOING LIMITATIONS ON LIABILITY WILL APPLY EVEN IF REAL TIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
10. **Indemnification.** Real Time shall indemnify the Customer and its respective officers, directors, employees and agents, hold them harmless and defend them against any and all penalties, claims, actions, damages, liability and expense, including reasonable attorney's fees and court costs resulting from the breach of Real Time's obligations under this Agreement or from the negligence or intentional misconduct of Real Time or its agents, employees, subcontractors or consultants, except to the extent that Real Time's gross negligence or willful misconduct caused the foregoing losses and costs.
12. **Intellectual Property Infringement:** Real Time warrants that there has been no violation or infringement of trademarks, patent, copyright or any other intellectual property right of another person in the manufacture, production or sale of the goods, materials or services supplied under this agreement. Real Time also warrants that the use of those goods or services by the Customer will not constitute an infringement of any patent, copyright, trademark, trade secret or other intellectual property right of any third party.
13. **Applicable Law.** This Agreement and each of the documents contemplated by or delivered under or in connection with this Agreement are governed by and are to be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and treated in all respects as a British Columbia contract without reference to conflict of law rules. The parties to this Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of British Columbia and all courts competent to hear appeals therefrom. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed by the parties with respect to this Agreement and the transactions contemplated hereby.