

May 31, 2013

Loren B. Imhoff, Purchasing / Accounts Payables Manager  
Adams County Government / Sheriff's Department  
4430 S. Adams County Parkway, Suite C4000A  
Brighton, CO 80601-8212  
Office Phone: 720.523.6057  
Office Fax: 720.523.6058  
Email: [limhoff@adcogov.org](mailto:limhoff@adcogov.org)

Re: 2013-2014 Select Schedule Annual Maintenance Contract Proposal No. S-06-01-2013

Dear Mr. Imhoff:

Now that all of the time and materials pre-inspection services have been completed, L-3 Communications Security and Detection Systems Inc. is pleased to provide the attached proposal for x-ray and metal detector maintenance. The period of coverage will be June 1, 2013 through May 31, 2014. We value your business and look forward to receiving your acceptance documentation soon.

Please review the attached proposal and verify the following information:

- Billing address for your invoice
- Delivery address
- Method of payment
- Model description, serial number, and location of system

If you do not issue purchase orders, by signing this document, you have acknowledged our proposal and agreed to enter into a maintenance contract with L-3 Communications Security and Detection Systems, Inc. This document will serve as a purchase order. We will respond via fax, mail, or e-mail with your Contract ID for your records.

If you have any questions please feel free to contact me directly at your convenience. Should any repairs or adjustments be required to your equipment in between the regular scheduled preventative maintenance visits please contact our 24x7 Service Center directly at 1-800-776-3031.

Sincerely,



Joseph Ziniti  
Contracts Administrator  
L-3 Communications Security and Detection Systems, Inc.  
[Joseph.Ziniti@L-3com.com](mailto:Joseph.Ziniti@L-3com.com)  
Phone: 781-939-3821  
Fax: 781-939-3949

**L-3 SDS Proprietary**

<b>BILLING ADDRESS:</b> Adams County Sheriff's Office Attn: Accounts Payable Dept. PO Box 5001 Brighton, CO 80601-5001	<b>DELIVERY ADDRESS:</b> Adams County Sheriff's Office 1100 Judicial Center Drive Brighton, CO 80601	<b>PROPOSAL NO:</b> S-06-01-2013 <b>DATE OF PROPOSAL:</b> 05-31-2013 <b>PROPOSAL VALID FOR:</b> 45 DAYS <b>ATTACHMENTS:</b> 8100-11901-00 and 8100-11902-00
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**SELECT SCHEDULE ANNUAL EQUIPMENT MAINTENANCE CONTRACT PROPOSAL**

**SCHEDULE OF SERVICES PROVIDED UNDER THIS CONTRACT:**

- All necessary repair parts and freight related expenses.
- Regular (Monday-Friday, 8:00am-5:00pm) labor hours for remedial maintenance.
- Regular (Monday-Friday, 8:00am-5:00pm) travel time to and from the equipment site.
- Lodging, Airfare and Per Diem expenses as required per scope of repairs.
- One annual preventative maintenance inspection per x-ray system \*
- One annual radiation safety survey and preparation of performance report per x-ray system \*
- Additional services are available upon request at Seller's prevailing time and materials rates.

\* Note: Metal Detectors do not receive preventative maintenance or radiation survey services.

**COVERAGE PERIOD:** June 1, 2013 through May 31, 2014.

**PAYMENT TERMS:** Annual billing, in Advance, payment net 30 days after delivery of Seller invoice

**ACCEPTED FORMS OF PAYMENT:** Business check, Wire Transfer, Credit Card

**CONTRACT TERMS AND CONDITIONS AND STATEMENT OF WORK:** The terms and conditions and statement of work governing this contract are detailed on attached documents 8100-11901-00 and 8100-11902-00 herein. These seller terms and conditions shall take precedence over any and all others incorporated by the Buyer.

**EQUIPMENT TO BE SERVICED UNDER THIS CONTRACT:** SEE PAGE NO. THREE (3) FOR DETAILS.

**TOTAL ANNUAL PRICE:** \$18,300.00 plus tax if applicable - See document no. 8100-11901-00, clause no. ten (10) for details.

Please reference proposal no. S-06-01-2013, unit serial number(s) and period of performance on your purchase order.

If you do not issue purchase orders, by signing this document, you have acknowledged our proposal and agreed to enter into a maintenance contract with L-3 Communications Security and Detection Systems, Inc. This document will serve as a purchase order. We will respond via fax, mail, or e-mail with your Contract ID for your records.

Contact Joseph Ziniti concerning order placement via Phone: 781-939-3821 -or- e-mail [Joseph.Ziniti@L-3com.com](mailto:Joseph.Ziniti@L-3com.com)

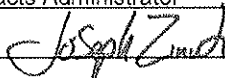
**BUYER PURCHASE ORDER NUMBER:** \_\_\_\_\_ **CONTRACT ID:** \_\_\_\_\_

**AUTHORIZED SIGNATURE REQUIRED:**

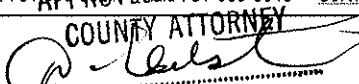
**ADAMS COUNTY SHERIFF'S OFFICE:**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**L-3 COMMUNICATIONS SECURITY AND DETECTION SYSTEMS, INC.:**

Name: Joseph Ziniti  
 Title: Contracts Administrator  
 Signature:   
 Date: May 31, 2013

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APPROVED AS TO FORM  
 COUNTY ATTORNEY  


**EQUIPMENT TO BE SERVICED UNDER PROPOSAL NO. S-06-01-2013:**

Item	Model Number	Serial Number	Unit Price	Shipping Location
1	PX-M	PX3360	\$6,200.00	1100 Judicial Center Drive, Brighton, CO 80601
2	ACX6.4	ACX0087	\$5,600.00	1100 Judicial Center Drive, Brighton, CO 80601
3	PD6500i	37054432	\$1,300.00	1100 Judicial Center Drive, Brighton, CO 80601
4	PD6500i	38035434	\$1,300.00	1100 Judicial Center Drive, Brighton, CO 80601
5	PD6500i	38035435	\$1,300.00	1100 Judicial Center Drive, Brighton, CO 80601
6	PD6500i	49454091	\$1,300.00	1100 Judicial Center Drive, Brighton, CO 80601
7	PD6500i	33021044	\$1,300.00	150 North 19th Avenue, Brighton, Colorado 80601

**TOTAL ANNUAL PRICE:** \$18,300.00 plus tax if applicable - See document no. 8100-11901-00, clause no. ten (10) for details.

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**ANNUAL EQUIPMENT HARDWARE MAINTENANCE CONTRACT TERMS AND CONDITIONS**  
**Document No. 8100-11901-00**

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1. **Cross Indemnification:** L-3 Communications Security and Detection Systems Inc., hereinafter referred to as Seller, shall indemnify, defend and hold Buyer harmless from and against any losses, damages, expenses, liabilities, and costs arising out of the negligence of Seller, its employees, or agents in performing services under this Agreement. Buyer shall indemnify, defend and hold Seller harmless from and against any losses, damages, expenses, liabilities, and costs arising out of the negligence of Buyer, its employees, or agents with respect to the use or operation of the System.
2. **Cancellation during the contract period:** If Buyer cancels this Agreement pursuant to Section three (3) or if newly purchased equipment supplied by Seller replaces the equipment under this contract, Buyer may cancel this contract without charge by giving written notice to Seller. In the case of a cancellation for any other reason, Buyer must provide Seller ninety (90) days' prior written notice of cancellation or pay Seller 25% of any remaining annual contract fee as liquidated damages. Seller also reserves the right to cancel this Agreement without penalty if Buyer is in default and fails to cure within 30 days following receipt of written notice of default.
3. **Cancellation for cause:** Buyer retains the right to cancel this contract immediately and without advance notice to Seller should Seller's services be unsatisfactory in quality or should Seller fail to perform in accordance with the statement of services for any reason within Seller's control. In the event of such cancellation, Buyer will notify Seller in writing. Buyer will pay only for the services rendered up to the date that Seller receives the written cancellation notice.
4. **LIMITATION OF LIABILITY:** REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM, IN NO EVENT WILL SELLER BE LIABLE FOR (i) ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM INACCURATE OR LOST DATA, LOSS OF USE OR LOSS OF REVENUES OR PROFITS, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ORDER, THE FURNISHING OF PRODUCTS AND SERVICES OR THE USE OR PERFORMANCE OF PRODUCTS OR SERVICES, EVEN IF INFORMED OF SUCH DAMAGES, OR (ii) FOR ANY THIRD PARTY CLAIMS AGAINST CUSTOMER. SELLER'S MAXIMUM LIABILITY UNDER ANY ORDER, INCLUDING LIABILITY ARISING OUT OF PRODUCTS DELIVERED, SERVICES PERFORMED OR FROM SELLER'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, WILL BE LIMITED TO THE AMOUNT PAID TO SELLER FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM.
5. **Alterations:** Buyer shall have the right to request that systems be returned to service coverage on a pro-rated basis. Prior to systems being returned to service coverage all systems are subject to billable pre-inspection services to be performed by the Seller. The Seller's prevailing standard service rates shall be used to calculate the pre-inspection services.
6. **Software:** Unless otherwise expressly agreed in writing to the contrary, all technical specifications, software, technical information, source code, drawings, and/or Data provided to Buyer by the Seller, or used by the Seller in updating, upgrading or performing repairs to the Buyer's equipment, shall remain the sole property of the Seller. Any use of said data and software shall constitute use under a limited use license only. This License is expressly limited to the functionality of individual items of L-3 equipment previously purchased by the Buyer.
7. **Exclusions:** Contractual coverage shall not apply to any equipment, spare parts, or services that are: (a) repaired, moved or modified other than by Seller's authorized personnel; or (b) subjected to physical or electrical abuse, stress, or misuse; or (c) stored, operated, modified, or maintained in a manner inconsistent with applicable Seller instructions and specifications. No third party agents, regardless of affiliation or former affiliation with Seller, retain the rights to perform service actions under this contract. Also excluded from this contract are parts, materials, and other ancillary equipment which have been damaged due to improper handling; power surges, exposure to the elements of extreme heat, extreme cold, moisture; acts of nature such as rain, sleet, snow, earthquakes, lightning, hurricane, etc.; equipment failures resulting from installation or operation or use in any manner not in accordance with Seller instructions; failures resulting from installation or operation or use in any manner not in accordance with Seller instructions; equipment damage due to misuse or abuse (through negligence, accident, or vandalism); erroneous reports by Buyer of equipment failures; and equipment which has been repaired or modified without the written approval of Seller.
8. **Accessories and Attachments:** Service actions performed by Seller under this contract will not include maintenance or repair of accessories, attachments, machines, or other similar devices not originally supplied or provided by Seller; painting or refinishing of equipment or providing such painting or refinishing materials; or furnishing supplies, accessories, or other similar devices except as specifically required for equipment repair or maintenance.
9. **Special Cancellation:** The specific equipment covered by this contract shall be serviced as needed and all required spare parts shall be provided unless stock is no longer available due to end of life issues. Seller shall make a best commercial effort to support this equipment during the contractual period and make provisions for end of life parts. Should services be required and spare parts are no longer available, Seller shall make a best commercial effort to render Buyer's equipment back into operating condition. If Seller is unable to bring the up to operating condition, the affected equipment shall then be removed from the remainder of the contract and a pro-rated credit for the balance of the present contract term shall be issued. Credits shall be sent out within thirty (30) days of cancellation. Also, the affected equipment shall not be included in future contract renewals or during any remaining optional years.
10. **Taxes:** This quotation does not include taxes. Taxes levied against L-3 as a result of products offered or sold hereunder and any services rendered in connection therewith, including but not limited to installation or maintenance would be additional cost and shall be reimbursable by Purchaser upon submittal of supporting documentation of such costs.
11. **Acceptance of Buyer's Terms and Conditions:** Any resultant Contract/Purchase Order with Terms and Conditions other than these shall not be accepted without notice provided to Buyer accepting all or a portion of the Buyer's Terms and Conditions. Estimates are calculated under these Terms and Conditions and pricing may change for compliance with alternative Terms and Conditions as well as the schedule.

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**ANNUAL EQUIPMENT HARDWARE MAINTENANCE CONTRACT STATEMENT OF WORK**  
**Document No. 8100-11902-00**

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- Response Time:** L-3 Communications Security and Detection Systems Inc., hereinafter referred to as Seller, will provide response as soon as possible to requests for equipment service from Buyer's authorized representative. 8-hour Seller response time will be typical in geographical locations where Seller has resident service engineers. 24-hour Seller response time will be typical in geographical locations where Seller does not have resident service engineers. Seller does not warrant that the use of equipment will be uninterrupted or error free.
- Seller Responsibilities:** As applicable to the specific maintenance contract schedule, service actions performed by Seller will include all parts, materials, and labor required to adjust, maintain, repair, or restore the equipment to proper operating condition in accordance with the manufacturer's specifications. Seller will not perform any modifications to the equipment without Buyer's written approval. Seller will perform all service actions at the equipment site whenever possible and practical. Seller will perform all service actions with the least possible interference or disruption to the orderly conduct of Buyer's normal operations. Upon the completion of service, Seller will leave Buyer's premises in as neat, orderly, and clean condition as existed upon start of services. Seller will be responsible for obtaining all air side passes, work permits, clearances, and required licenses. Seller will be responsible for compliance with all laws, codes, rules, and regulations applicable to services performed under this contract. Seller will not transfer or assign its obligations under this contract, either in whole or in part, without the prior written approval of Buyer.
- Buyer Responsibilities:** Buyer will provide adequate facilities for Seller's personnel. The facilities will include adequate workspace, heat, lighting, ventilation, proper electrical current, and earth grounded electrical outlets. The facilities will be located within a reasonable distance from the equipment being serviced and will be provided by Buyer at no cost to Seller. Seller will not be responsible for Buyer's failure to provide prompt access to the equipment or to adequate facilities.
- Additional Services:** Upon agreement between Buyer and Seller, Seller may perform additional services beyond Seller's obligations under this contract. Such services may include, but are not limited to, equipment installation, relocation, and re-installation. All such services, when performed, will be invoiced to Buyer in accordance with Seller's prevailing standard service rate schedule.
- Service Call Report (SCR):** Upon completion of service, Seller's service engineer will submit the SCR to Buyer's authorized representative. The SCR will itemize the service actions performed. Buyer's authorized representative will be provided with a copy of the completed and signed SCR. Should Buyer fail to have an authorized representative on site for any reason upon completion of Seller's services, the lack of Buyer's authorized representative's signature on the SCR will not be a basis for claiming that unsatisfactory service was provided by Seller.
- Spare Parts and Materials:** All spare parts and materials provided and or replaced by the Seller, regardless if they are new; factory refurbished, rebuilt, restored, renovated or reconditioned, shall be warranted for ninety (90) days from the date of installation. Seller reserves the right to use Like-Kind-Quality spare parts and materials including new, factory refurbished, rebuilt, restored, renovated or reconditioned items. Any use of alternate spare parts and materials shall have no effect on the Form, Fit, and Function of said parts and materials and shall be warranted for ninety (90) days from the date of installation, or the remaining life of the contract, whichever is longer.
- Annual Preventative Maintenance for X-ray Systems:** Listed below are the procedures that our technicians perform during the annual contract period.

**ANNUAL PREVENTATIVE MAINTENANCE FOR X-RAY SYSTEMS****VISUAL AND MECHANICAL:**

- Vacuum system interior and exterior
- Inspect conveyor rollers
- Inspect condition of conveyor belt and lacing
- Adjust conveyor belt tension and tracking
- Inspect condition of x-ray sensor dust shields
- Inspect for x-ray generator oil leakage
- Align and clean optical sense modules
- Test indicator lamps for proper operation

**OPERATIONAL SAFETY:**

- Inspect AC line cord for damage and test for proper grounding
- Inspect finger guards and/or pop-out rollers for damage
- Verify conveyor under panels are securely attached
- Test emergency stop switches

**ELECTRONIC:**

- Adjust x-ray tube voltage and current
- Test operator control panel functions
- Adjust monitors
- Inspect conveyor relays
- Adjust power supply voltages
- Collimate x-ray beam
- Verify x-ray image quality & resolution

**RADIATION SAFETY:**

- Measure radiation dose per inspection (annual), test all safety interlocks for proper operation
- Measure external radiation emissions (annual)
- Test all "x-ray on" indicators for proper operation
- Inspect condition of lead curtains
- Inspect operator footmat for condition and test for proper operation
- Preparation of FAA Form 1650-17.

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Main Phone: 781-939-3800      Finance Dept: Fax: 781-939-3973

## **Payment / Remittance Information** **Please Update Your Records**

### **Correspondence and PO Address\*:**

L-3 Communications  
Security and Detection Systems, Inc.  
10E Commerce Way  
Woburn, MA 01801

### **Check Remittance Address:**

L-3 Communications  
Security and Detection Systems, Inc.  
21867 Network Place  
Chicago, IL 60673 – 1218

\* This address must be listed as the vendor address on your PO. Purchase Orders and other correspondence (EXCLUDING PAYMENTS) should be sent to Woburn, MA

## **PLEASE BE SURE TO NOTE INVOICE REMITTANCE INFORMATION ON ALL PAYMENTS**

### **Checks Via Courier: UPS/Federal Express**

JP Morgan Chase Bank, N.A.  
Attn: L-3 Communications Security and Detection Systems, Inc.  
Lock Box No. 21867  
131 S. Dearborn - 6<sup>th</sup> Floor  
Chicago, IL 60603

### **EFT/Wire Transfers:**

JP Morgan Chase Bank, NA  
One Bank One Plaza  
2 S Dearborn  
Chicago, IL 60670

Account Name:	L-3 Communications Security and Detection Systems, Inc.
Account Number:	656511029
ABA/Routing Number:	071000013
Swift Code:	CHASUS33
F.I.D. Number:	04-3054475
DUNS Number:	112753194
CAGE CODE:	1VGC6

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