



Security & Detection Systems

1 Radcliff Road

Tewksbury, MA 01876

Telephone: 781.939.3800 Fax: 781.939.3949

Company:	Fort Bend County Justice Center	Date:	October 1, 2019
Attention:	Justin Zwahr	Quote Number:	AS09232019
Address:	1422 Eugene Heimann Circle, Richmond, TX 77469		

Quotation

Line #	Qty	Part #	Description	Unit Price (USD)	Extended Price (USD)
1.	1.00	1000-PS64C-00	ProScan6.4c Checkpoint X-ray machine with short conveyor	\$26,000.00	\$26,000.00
2.	1.00	1600-30210-00	ProScan 6.4c Medium Conveyor Upgrade	\$1,140.00	\$1,140.00
3.	2.00	1000-26815-00	ProScan6.4c 1.0 Meter Roller Table	\$715.00	\$1,430.00
4.	1.00	1600-26742-00	ProScan6.4c Operator Sensor	Included	Included
5.	1.00	Installation & Commissioning	Installation & Commissioning Operator training to be performed after Install	\$3,586.00	\$3,586.00
6.	1.00	8000-A0012-00	ProScan 6.4c 1 Year Americas Warranty (Includes Parts, Labor, Per Diem, Travel)	Included	Included
7.	1.00	ShippingCrate	ProScan 6.4c Shipping Crate	\$970.00	\$970.00
8.	1.00	Freight	Freight CPT to Fort Bend County Justice Center	\$10,747.00	\$10,747.00
9.	1.00	Tariff	Tariff 25%	\$7,143.00	\$7,143.00
				Total:	\$51,016.00

Notes:

1. Purchase orders to be sent to: L3 Security & Detection Systems, Inc., 1 Radcliff Road, Tewksbury MA 01876 USA.
2. Payment to be sent to: L3 Security & Detection Systems, Inc., 21867 Network Place, Chicago, IL 60673-1218 USA.
3. This quotation does not include taxes. Taxes levied against L3 Security & Detection Systems, Inc 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. A Tax-Exempt Certificate is required for Tax-Exempt Agencies.
4. This quotation supersedes all previous quotations and is valid for 90 days from date of issue, unless otherwise stated.
5. This quotation, and any purchase orders issued pursuant to this quotation, are subject to L3 Security & Detection Systems, Inc Terms and Conditions document No. 8100-11900-00 located on back page of this quote.
6. These commodities are controlled under the Export Administration Regulations (EAR) and may not be exported to a Foreign Person, either in the United States or abroad, without a license or exception from the United States Department of Commerce.
7. Please reference the following statement on your purchase order: "This order is issued pursuant to L3 Security & Detection Systems, Inc. Quote No. AS09232019 dated October 1, 2019 without change or alteration and such Quote is incorporated herein and an integral part hereof".

Terms of Delivery: Carriage Paid To (CPT) Fort Bend County Justice Center, Title & Risk of Loss pass to Buyer on delivery

Terms of Payment: Net 30 Days

L3 Security & Detection Systems, Inc.

Allyson J. Steixner

Allyson J. Steixner
Inside Sales Manager

Phone: 781-939-3869

Mobile: 781-799-9319



Security & Detection Systems

DOMESTIC USA EQUIPMENT SALES TERMS AND CONDITIONS

- 1. PRICES.** Prices for all L-3 Communications Security and Detection Systems, Inc. ("L-3 SDS")-supplied products (including Software as defined below) ("Products") and services are current as of the date of L-3 SDS' Quotation, but are subject to change if Buyer requests changes or Delivery is delayed due to Buyer's delay in furnishing needed information. Prices are exclusive of all Taxes, which for the purpose of these terms includes all taxes, assessments, import duties or other charges imposed by any government except for taxes based on L-3 SDS' net income, all of which shall be paid directly by Buyer. If for any reason L-3 SDS is required to pay taxes on behalf of the Buyer, the Buyer shall reimburse L-3 SDS upon invoice for any Taxes which L-3 SDS pays.
- 2. ORDER, TERMS OF PAYMENT & CONFIRMATION.** Unless otherwise stated in the Quotation, Buyer shall provide with its Order, (A) an irrevocable Letter of Credit satisfactory to L-3 SDS for the total purchase price, payable in full upon L-3 SDS' notification to its advising bank of Product shipment, or (B) a deposit of twenty percent (20%) of the total purchase price payable upon confirmation of order and the remaining balance due thirty (30) days following Delivery (as hereinafter defined), or (C) cash with order, or (D) payment through an approved credit account. Orders are subject to L-3 SDS' written confirmation and approval by L-3 SDS' credit department. Invoices not paid when due are subject to a finance charge of 1.5% per month or the maximum rate permitted by law, whichever is less.
- 3. DELIVERY & RISK OF LOSS.** Unless otherwise stated in the Quotation, delivery shall occur ex-works (Incoterms 2000) on carrier's equipment at L-3 SDS' factory, ("Delivery"). Risk of loss shall pass to Buyer upon Delivery. Transportation shall be at Buyer's sole risk and expense, and any claims for loss or damage in transit shall be against the carrier only. Delivery Dates are approximate, and are subject to delays caused by civil insurrection, war, fire, strikes, labor stoppages, acts of God, shortage of fuel, energy or materials, failure of suppliers or contractors to satisfactorily meet schedules, establishment of any priority systems by the U.S. or any of its agencies, or any other cause beyond L-3 SDS' control. L-3 SDS shall use reasonable commercial efforts to meet Delivery Dates but shall not be liable for failure to do so.
- 4. INSTALLATION, COMMISSIONING & ACCEPTANCE.** Unless otherwise stated in the Quotation, Buyer shall be responsible for unloading and uncrating Products, for movement to and placement into the desired location, and for all mechanical, electrical, and other connections, (including materials) in accord with L-3 SDS' specifications and procedures ("Installation"). L-3 SDS shall provide consulting and advice in connection therewith. Upon Installation, L-3 SDS shall provide final commissioning testing in accord with its then-current Commissioning Verification Procedure (a copy of which is available to Buyer) ("Commissioning"). Buyer shall be provided with reasonable opportunity to observe and sign-off on said Commissioning. "Acceptance" shall be complete upon the earlier of (a) L-3 SDS' certification that Commissioning has been successfully completed, or (b) thirty (30) days following Delivery.
- 5. STORAGE & CANCELLATION.** If Buyer fails to take Delivery on any Delivery Date, L-3 SDS may invoice and Buyer shall immediately pay any remaining balance of the total purchase price as if Delivery, Commissioning and Acceptance had occurred. If L-3 SDS stores such items, Buyer will pay L-3 SDS' reasonable insurance, handling and storage charges; alternatively, L-3 SDS is authorized to arrange handling and storage in a bonded warehouse at Buyer's sole risk and expense; and Buyer shall notify L-3 SDS when Delivery is requested. Buyer may cancel any order prior to Delivery Date upon written notice, subject to payment in full for (a) all Products and services completed to the date of cancellation; and (b) L-3 SDS' cost of all work in process (including but not limited to materials on order and in inventory, and associated cancellation, direct and overhead costs) plus reasonable profit thereon; but no more than the purchase price, and no less than the amount deposited therefor.
- 6. LIMITED WARRANTY.** All Products are warranted to perform substantially in accord with their L-3 SDS-published Product Specifications in effect as of the Quotation date, and to be free from defects in material and workmanship (i.e. assembly) for a period of twelve (12) months from L-3 SDS sign-off upon Commissioning or thirteen (13) months from Delivery, whichever period is shorter ("Warranty Term"). Any replacement and spare parts, components and subcomponents ("Replacement Parts") provided pursuant to this warranty are so warranted for the remainder of the Warranty Term. Replacement Parts otherwise provided are warranted for ninety (90) days from Delivery. L-3 SDS supplied services (including any warranty service to the extent specifically agreed to in the Quotation) will be supplied in a workman-like manner. L-3 SDS does not warrant that use of Products will be uninterrupted or error-free. These warranties shall not apply to any Products or services that are: (a) repaired, moved or modified other than by L-3 SDS' authorized service personnel; or (b) subjected to physical or electrical abuse, stress, or misuse; or (c) stored, operated, modified, or maintained in any manner inconsistent with applicable L-3 SDS' instructions and specifications (and Buyer warrants that it shall comply with all such instructions and specifications); or (d) designated on L-3 SDS' price list or quotation as being provided (i) without warranty (in which case, said item is provided "AS-IS" and without warranty of any sort), or (ii) with a third-party warranty (in which case said third-party warranty shall be the sole warranty applicable). L-3 SDS' entire liability, and Buyer's exclusive remedy for breach of this warranty, is L-3 SDS' replacement (but not installation unless specifically agreed to in the Quotation) of parts or components of the Products or services not complying with this warranty or, at L-3 SDS' election, repayment of or crediting Buyer for an amount equal to the purchase price of such Product or service. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, AND EXCEPT FOR THE WARRANTY OF TITLE, L-3 SDS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 7. WARRANTY CLAIMS.** All warranty claims shall be initiated by contacting L-3 SDS in writing. L-3 SDS shall not be liable on any such claim unless it is provided with written notice within the Warranty Term and within thirty (30) days after discovery of the defect or cause of action, and is afforded reasonable access and opportunity to inspect all associated materials. Except where L-3 SDS has separately agreed to provide parts-return service, Buyer must obtain a return material authorization number, and ship defective items to L-3 SDS' designated facility, freight prepaid (DDP), all in accord with L-3 SDS' then-current Returned Material Authorization Procedure, a copy of which is available upon request. L-3 SDS shall bear the cost of returning to Buyer (DDU Buyer's site) items replaced or repaired, and items replaced shall become L-3 SDS' property. If L-3 SDS in its discretion provides any replacement part without receipt of an assertedly defective part, or if L-3 SDS determines that an assertedly defective part does not breach the warranty, Buyer shall pay for said replacement part at L-3 SDS' then-current list price, ex-works L-3 SDS' factory. Buyer shall be responsible for assuring duty-free importation of such exchanged parts or for any duty assessed. If L-3 SDS and Buyer are unable to settle any claim, Buyer must institute legal action against L-3 SDS within one year after such claim arises; thereafter all such claims shall be barred notwithstanding any statutory period of limitation.
- 8. PATENT INFRINGEMENT CLAIMS.** L-3 SDS will defend and hold harmless Buyer from any third-party claim that Buyer's use of L-3 SDS' manufactured products infringes any patent issued by the United States or the country of initial Commissioning, provided that (1) Products are used in the manner approved by L-3 SDS and are not used in combination with items not manufactured or approved by L-3 SDS, (2) Products have not been repaired or modified other than by L-3 SDS' authorized service personnel, (3) Buyer promptly notifies L-3 SDS of such claim and does not have any interest in or license to any right asserted in the claim, and (4) L-3 SDS has sole control of the defense, and settlement or compromise thereof. Each party shall cooperate with the other and furnish all aid, information, and assistance necessary to defend such claim.
- 9. 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.**
- 10. CONFIDENTIAL INFORMATION.** Buyer acknowledges that all drawings, diagrams, specifications, devices, information, documents and other materials (except as established to be in the public domain) furnished by L-3 SDS and identified as "Confidential" or "Proprietary Information - L-3 SDS" or the like, including but not limited to manuals provided by L-3 SDS ("Confidential Information"), contain valuable proprietary information or trade secrets developed at great expense by L-3 SDS. Buyer agrees to hold Confidential Information in confidence, and not to use, reproduce, distribute, or make available Confidential Information except to Buyer's employees (and agents who agree to these terms) who may use it as part of their duties. Buyer agrees to report promptly to L-3 SDS any unauthorized disclosure of any Confidential Information.
- 11. SOFTWARE LICENSE.** As part of this transaction, computer software, firmware and associated documentation ("Software") may be delivered in printed or machine-readable form. Under this Agreement, Buyer is granted a non-exclusive, non-transferable, royalty-free license to use Software solely on the Product designated in the Quotation in the normal course of Buyer's business, and for no other purpose or business; no source code will be supplied. Title to Software shall at all times remain with L-3 SDS. Software is agreed to contain, and shall be treated as, Confidential Information. Buyer shall maintain all copyright, proprietary and other notices on Software, and shall not decompile, disassemble or reverse engineer Software (All information necessary to achieve interoperability with independent computer programs is available from L-3 SDS in accord with applicable provisions of the United States of America and other government directives concerning software interoperability).
- 12. GOVERNMENTAL AUTHORIZATIONS.** Buyer shall be responsible for the timely obtaining of and payment for any license, permit or other governmental authorization required in connection with this transaction, including but not limited to any export or import license, exchange permit, or the like, even if any such authorization is applied for by L-3 SDS. Buyer and L-3 SDS shall provide reasonable assistance to each other in securing such authorizations. L-3 SDS shall not be liable and Buyer shall not be relieved of its obligations hereunder if any such authorization is delayed, denied, revoked, restricted or not renewed. Buyer represents and agrees that it will deal with all items purchased hereunder and all technical data and technology relating thereto in conformity with all applicable laws and regulations of the U.S., including the U.S. Foreign Corrupt Practices Act and all U.S. export licensing laws. Buyer agrees that it shall not trans-ship, divert, re-export or otherwise dispose of any U.S.-origin goods or technology obtained from L-3 SDS except as said laws and regulations may expressly permit.
- 13. DISPUTES, WAIVER & SEVERABILITY.** Upon execution, this Agreement is deemed to be entered into in Massachusetts and to be a Massachusetts contract and shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to its conflict of laws provisions or the UN Convention for the International Sale of Goods. Buyer and L-3 SDS specifically agree that any controversy, claim, or action relating to the relationship between the parties, this Agreement, or Products or services purchased or licensed hereunder, shall be brought and tried in Massachusetts. All objections to venue are hereby waived by Buyer, and Buyer consents to service or process by certified mail or courier service addressed to the Buyer address on the front of the Quotation. Any failure of either party to require performance by the other party of any obligation shall not affect said party's full right to require such performance at any other time. The waiver by any party of any remedy for breach of any provision hereof shall not be taken as a waiver of any remedy with respect to any other breach of such provision or any other provision. Each provision of this Agreement shall be treated as separate and independent, and the unenforceability of any one provision shall not impair the enforceability of any other. To the extent any provision is held to be excessively broad or unenforceable, it shall be construed by limiting and reducing it to be enforceable to the full extent possible.
- 14. ENTIRE AGREEMENT & MODIFICATIONS.** The Quotation and these Terms comprise the complete and exclusive statement of the agreement ("Agreement") between L-3 SDS and Buyer, supersede all other quotations, agreements, understandings, warranties and representations (whether written or oral) between the parties, and may be accepted only in accordance with their terms. Any conflict between the Quotation and these Terms shall be resolved in favor of the Quotation. Any provision of Buyer's purchase order, terms or other documentation which is inconsistent with or in addition to this Agreement is hereby rejected and shall be of no force and effect unless specifically agreed to by L-3 SDS in the manner set forth herein, excepting only that Buyer's purchase documentation shall be valid for the sole purpose of confirming quantities ordered. This Agreement may be modified only by a subsequent written agreement which purports to do so, which refers specifically here to, and which is signed by duly authorized officers of both parties.

1 Radcliff Road, Tewksbury, MA 01876 ServiceContracts.SDS@L3com.com 24x7 Customer Service 800-776-3031
Document no. 8100-11900-00 REV A.1

HI-SCAN 6040ds

Heimann X-Ray Inspection System

Feature Highlights

- Compact solution for mobile and stationary applications
- State-of-the-Art technology with HI-MAT^{Plus} material classification
- Tunnel opening of 60 x 40 cm
- Typical penetration 30 mm of steel, wire resolution up to AWG 39

Optional

- HI-TIP: Threat Image Projection
- Xtrain: Operator training system
- IMS: Electronic image storage and archive
- Xport: Image export in TIF- or JPEG format incl. automatic transmission to PC via Ethernet



HI-SCAN 6040ds has been specially developed to prevent the smuggling of dangerous objects in briefcases, handbags, rucksacks, carrier bags etc.

It has a modern design and a robust structure, optimum dimensions and a very low weight and is ideally suited for use as a mobile inspection system.

The system is able to penetrate steel up to 30 mm. Objects of 60 cm width and 40cm height and unlimited length can be scanned routinely. **HI-SCAN 6040ds** is very easy to operate. The scanned objects can be visualized as classified material groups allowing the operator to identify the contents easily and precisely.

Technical Information HI-SCAN 6040ds

General Specifications

- Tunnel Dimensions 620 (B) x 420 (H) [mm] • 24.4" (B) x 16.5" (H)
- Max. Object Size 615 (B) x 410 (H) [mm] • 24.2" (B) x 16.1" (H)
- Conveyor Height ¹⁾ approx. 650 mm (25.6")
- Conveyor Speed at Mains Frequency 50 Hz / 60 Hz approx. 0.2 / 0.24 [m/s]
- Max. Conveyor Load (evenly distributed) 100 kg (220.5 lbs)
- Resolution (wire detectability) ³⁾ Standard: 38 AWG (0.1 mm) • typical: 39 AWG (0.09 mm)
- Penetration (steel) ³⁾ Standard: 27 mm • typical: 30 mm
- X-ray Dose (typical) HI-MAT: 1.6 μ Sv (0.16 mrem)
- Film Safety Guaranteed even for high speed films up to ISO 1600 (33 DIN)
- Duty Cycle 100%, no warm-up procedure required

X-ray Generator

- Anode Voltage • Cooling 140 kV cp • hermetically sealed oil bath
- Beam Direction diagonal

Image Generating System

- X-ray Converter L-shaped detector line, high resolution
- Grey Levels Stored 4096
- Image Presentation BW, color
- Digital Video Memory 1280 x 1024 / 24 bit
- Image Evaluation Functions BW, HIGH, LOW, NEG; incl. Option HI-MAT, additionally VARI-MAT, O², OS electronic zoom: stepless enlargement up to 16-times
- Monitor Flat Panel LCD Monitor

Additional Features

- Features Luggage counter, user-id number, display of operating mode, Review-feature to recall previously visible image areas, zoom overview, free programmable keys
- Options HI-TIP, HI-SPOT, SEN, Xport, X-ACT, IMS (Image Management System)

Installation Data

- X-ray Leakage meets all applicable laws & regulations w/ respect to X-ray emitting devices
- CE-Labeling in compliance with directives 2004/108/EC, 2006/42/EC, 2006/95/EC
- Sound Pressure Level < 56 dB(A)
- Operating / Storage Temperature 32°F - 104°F / -4°F - 140°F (0° - 40°C / -20°C - +60°C)
- Humidity 10% - 90% (non-condensing)
- Power Supply ⁴⁾ standard: 230 VAC or 110 VAC + 10% / -15% • 50 Hz / 60 Hz \pm 3 Hz
- Power Consumption approx. 0.5 kVA
- Protection Class System IP 20
- Dimensions • Weight ⁵⁾ 1730 (L)²⁾ x 797 (B) x 1180 (H) [mm] • approx. 340 kg
68" (L)²⁾ x 31.4" (B) x 46.5" (H) • approx. 748 lbs
- Mechanical Construction Steel construction with aluminum panels
Standard color(s): RAL 7016 / stainless steel

¹⁾ approx. values (adjustable)

²⁾ Different length of conveyor and mechanical access protection on request

³⁾ Proprietary quality management test piece: steel step wedge, CU wires, belt speed 0.2 m/s

⁴⁾ different values optional

⁵⁾ without control desk, keyboard, monitor(s) etc.



POINT SECURITY INC.
FIRST IN SECURITY SCREENING

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