
TULSA COUNTY

PURCHASING
DEPARTMENT

APPROVED
8/26/2019

MEMO

DATE: August 21, 2019
FROM: Matney M. Ellis
Purchasing Director
TO: Board of County Commissioners
SUBJECT: Agreement – L3 Security and Detection Systems, Inc.



Submitted for your approval and execution is the attached Annual Equipment Maintenance Agreement between the Board of County Commissioners on behalf of the Tulsa County Sheriff's Office and L3 Security and Detection Systems, Inc. to provide annual maintenance for the security and scanning equipment located at the Tulsa County Courthouse.

Respectfully submitted for your approval and execution.

MME / mlb

ORIGINAL: Michael Willis, County Clerk, for the August 26, 2019 agenda.

CMF# 20190412



APPROVED
8/26/2019

Security & Detection Systems

August 08, 2019

Board of County Commissioners of Tulsa County
Tulsa County Sheriff's Office
Attn: John Fothergill
500 S. Denver
Tulsa, OK 74103
Phone: 918-596-5719
Email: jfothergill@tulsacounty.org

Re: Select Schedule Annual Maintenance Contract Proposal No. S-08-20-2019

Dear Mr. Fothergill,

L3 Security & Detection Systems Inc. is pleased to provide the attached proposal for equipment maintenance on your x-ray systems with a period of coverage of *August 20, 2019 thru August 19, 2020*. 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 L3 Security & 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,

Lillian Castro-Pena
Contracts Department
L3 Security & Detection Systems Inc.
Lillian.Castro-Pena@L3Harris.com
Phone: 781-970-1606
Fax: 781-939-3949

CMF# 20190412

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BILLING & DELIVERY ADDRESS:

Board of County Commissioners of Tulsa County
Tulsa County Sheriff's Office
500 S. Denver
Tulsa, OK 74103

PROPOSAL NO: S-08-20-2019

DATE OF PROPOSAL: 08/08/2019

PROPOSAL VALID FOR: 120 DAYS

ATTACHMENTS: 8100-11901-00 and
8100-11902-00

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: August 20, 2019 thru August 19, 2020

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: \$21,200 plus tax if applicable - See document no. 8100-11901-00, clause no. ten (10) for details.

Please reference proposal no. S-08-20-2019, 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 L3 Security & 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 Lillian C Pena concerning order placement via Phone: 781-970-1606 -or- e-mail Lillian.Castro-Pena@L3Harris.com


BUYER PURCHASE ORDER NUMBER: _____ **CONTRACT ID:** _____

AUTHORIZED SIGNATURE REQUIRED:

**BOARD OF COUNTY OF COMMISSIONERS
OF TULSA:**

Name: Karen Keith _____

Title: Chairman _____

Signature: 

Date: 8/26/2019 _____

L-3 SECURITY & DETECTION SYSTEMS, INC.:

Name: Lillian Castro-Pena _____

Title: Contracts Dept _____

Signature: 

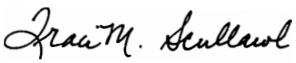
Date: August 8, 2019 _____

Approved as to form:

Nolan M. Fields IV Digitally signed by Nolan M. Fields IV
Date: 2019.08.21 11:54:09 -0500'

Asst. District Attorney

Attest:



Tulsa County Clerk



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EQUIPMENT TO BE SERVICED UNDER PROPOSAL NO. S-08-20-2019:

Item	Model Number	Serial Number	Unit Price	Shipping Location
1	PX6.4	PX641297	\$5,300	500 S. Denver Tulsa, OK
2	PX6.4	PX641301	\$5,300	500 S. Denver Tulsa, OK
3	PX6.4	PX641376	\$5,300	500 S. Denver Tulsa, OK
4	PX6.4	PX641378	\$5,300	500 S. Denver Tulsa, OK

TOTAL ANNUAL PRICE: \$21,200 plus tax if applicable - See document no. 8100-11901-00, clause no. ten (10) for details.

L-3 SDS Proprietary



Security & Detection Systems

ANNUAL EQUIPMENT HARDWARE MAINTENANCE CONTRACT TERMS AND CONDITIONS

Document No. 8100-11901-00

- Cross Indemnification:** ~~L3 Security & 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.~~
- 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.
- 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.
- 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.
- 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.
- 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 Seller equipment previously purchased by the Buyer.
- 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.
- 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.
- 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.
- Taxes:** This quotation does not include taxes. Taxes levied against Seller 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.
- 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.

Commented [CL(@S-S1)]: 8/16/2018 We recognize that, as a governmental agency, they cannot agree to cross indemnification. This is fine. Per Dave See Attached Email for reference.

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Security & Detection Systems

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

- 1. Response Time: L3 Security & 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.
2. 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 without Buyer's written approval.
3. 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.
4. Additional Services: Upon agreement between Buyer and Seller, Seller may perform additional services beyond Seller's obligations under this contract.
5. Service Call Report (SCR): Upon completion of service, Seller's service engineer will submit the SCR to Buyer's authorized representative.
6. 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.
7. 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.



Security & Detection Systems

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

Correspondence and PO Address*:

**L3 Security & Detection Systems, Inc.
1 Radcliff Road
Tewksbury, MA 01876

Check Remittance Address:

L3 Security & 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 Tewksbury, 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: L3 Security & Detection Systems, Inc.
Lock Box No. 21867
131 S. Dearborn - 6th Floor
Chicago, IL 60603

EFT/Wire Transfers:

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

Account Name:	L3 Security & Detection Systems, Inc.
Account Number:	656511029
ABA/Routing Number:	071000013
Swift Code:	CHASUS33
F.I.D. Number:	04-3054475

L-3 SDS Proprietary

From: Lillian.Castro-Pena@L3Harris.com
To: [Nolan Fields](#)
Subject: RE: Annual Hardware Equipment Maintenance Renewal for Tulsa County Sheriff's Office
Date: Tuesday, August 20, 2019 12:26:54 PM

Hi Nona,

That's perfect I can attach the emails as reference

Lillian

From: Nolan Fields <nfields@tulsacounty.org>
Sent: Tuesday, August 20, 2019 11:58 AM
To: Castro-Pena, Lillian (US) @ SSG - SDS <Lillian.Castro-Pena@L3Harris.com>
Subject: [EXT] Annual Hardware Equipment Maintenance Renewal for Tulsa County Sheriff's Office

Ms. Castro-Pena,

Good morning. I just left you a voicemail, but I wanted to follow up regarding the Annual Hardware Equipment Maintenance Renewal.

My client wishes to renew, but similar to last year, we need to strike paragraph 1 on p. 4 regarding Cross Indemnification. I have done so, initialing the attached document. I have also attached our correspondence from last year, wherein your contracts manager advised that such revision was acceptable.

Please let me know if you have any questions. Otherwise, please initial and return, so I can get this approved.

Thank you for your help,

NOLAN FIELDS

Assistant District Attorney | Civil Division
Tulsa County District Attorney's Office
500 South Denver Avenue, Suite 800
Tulsa, Oklahoma 74103
(918) 596 - 4900

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From: Lillian.Castro-Pena@L3T.com
To: [Nolan Fields](#)
Cc: [Karen Fasano](#)
Subject: FW: Tulsa County Courthouse
Date: Thursday, August 16, 2018 7:59:56 AM
Attachments: [4988_001.pdf](#)
[Tulsa County Courthouse 2018 Select Proposal.pdf](#)

Hello,

The contracts manager has agreed to your revision. This email can be attached to the contract as reference.

Lillian

From: Harvey, David @ SSG - SDS
Sent: Thursday, August 16, 2018 8:56 AM
To: Castro-Pena, Lillian @ SSG - SDS <Lillian.Castro-Pena@L3T.com>
Subject: RE: Tulsa County Courthouse

Good morning,

We recognize that, as a governmental agency, they cannot agree to cross indemnification. This is fine.

Dave

Regards,
David L. Harvey
Contracts Manager
L3 Security & Detection Systems, Inc.
10E Commerce Way
Woburn, MA 01801
Office: 781-939-3955
Mobile: 781-281-6936
Fax: 781-939-3996
email: david.harvey@L3T.com



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From: Castro-Pena, Lillian @ SSG - SDS