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# MEMO

APPROVED  
1/30/2023



DATE: January 25, 2023

FROM: Matney M. Ellis  
Procurement Director

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

TO: Board of County Commissioners

SUBJECT: Agreement – Leidos Security Detection & Automation, Inc.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of Tulsa County Sheriff's Office and Leidos Security Detection & Automation, Inc. for maintenance on four (4) x-ray systems through June 30, 2023 at a yearly rate of \$26,000.00 as further described in the attached.

Respectfully submitted for your approval and execution.

MME / jdf

SUBMITTED FOR: The January 30, 2023 BOCC meeting agenda.

CMF# 20230144



**APPROVED**  
1/30/2023

May 18, 2022

**Revised: January 20, 2023**

Board of County Commissioners of Tulsa County  
Tulsa County Sheriff's Office  
Attn: Major Rob Lillard  
300 N Denver  
Tulsa, Ok. 74103

**918-596-5633**  
[RLillard@tcsso.org](mailto:RLillard@tcsso.org)

Re: 2022-2023 Select Schedule Annual Maintenance Contract Proposal No. S-07-01-2022.2

Dear Major Lillard:

Leidos Security Detection & Automation, Inc., is pleased to provide the attached proposal for equipment maintenance on your x-ray systems with a period of coverage of July 1, 2022, through June 30, 2023. 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 agree to enter into a maintenance contract with Leidos Security Detection & Automation, Inc., and 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  
Leidos Security Detection & Automation, Inc.  
[Joseph.Ziniti@Leidos.com](mailto:Joseph.Ziniti@Leidos.com)  
Phone: 781-939-3821  
Fax: 781-939-3949

CME# 20230144



<b>BILLING ADDRESS:</b> Board of County Commissioners of Tulsa County 303 W. 1st St, Tulsa, OK 74103 <a href="mailto:AccountsPayable@tcsso.org">AccountsPayable@tcsso.org</a>	<b>DELIVERY ADDRESS:</b> Board of County Commissioners of Tulsa County Tulsa County Sheriff's Office Attn: Major Rob Lillard 918-596-5633 <a href="mailto:RLillard@tcsso.org">RLillard@tcsso.org</a> 300 N. Denver Avenue Tulsa, OK 74103	<b>PROPOSAL NO:</b> S-07-01-2022.2 <b>DATE OF PROPOSAL:</b> 05/18/2022 <b>DATE OF REVISION:</b> 01/20/2023 <b>PROPOSAL EXPIRES:</b> 01/30/2023 <b>ATTACHMENTS:</b> 8100-11901-00-T 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:** July 1, 2022, through June 30, 2023

**PAYMENT TERMS:** Annual billing, payment due 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-T 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:** \$26,000.00 plus tax if applicable - See document no. 8100-11901-00-T, clause no. twelve (12) for details.

Please reference proposal no. S-07-01-2022.2, 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 agree to enter into a maintenance contract with Leidos Security Detection & Automation, 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@Leidos.com](mailto:Joseph.Ziniti@Leidos.com)

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

**AUTHORIZED SIGNATURE REQUIRED:**

**Board of County Commissioners on behalf of the TULSA COUNTY**

**SHERIFF'S OFFICE:** \_\_\_\_\_

Name: Kelly Dunkerley

Title: Chairman

Signature: *Kelly Dunkerley*

Date: 1/30/2023

Name: Michael Willis

Title: Tulsa County Clerk

Signature: *Michael Willis*

Date: \_\_\_\_\_  
**Leidos Proprietary**

**LEIDOS SECURITY DETECTION & AUTOMATION, INC.:**

Name: Joseph Ziniti

Title: Contracts Administrator

Signature: *Joseph Ziniti*

Date: January 20, 2023

APPROVED AS TO FORM/ LEGALITY

*Andrew Mihelich*  
ASSISTANT DISTRICT ATTORNEY  
Andrew C. Mihelich

**APPROVED**  
By Andrew Mihelich at 10:08 pm, Jan 22, 2023



**EQUIPMENT TO BE SERVICED UNDER PROPOSAL NO. S-07-01-2022.2:**

Item	Model Number	Serial Number	Unit Price	Unit Location
1	PX6.4	PX641297	\$6,500.00	500 S. Denver Avenue, Tulsa, OK 74103
2	PX6.4	PX641301	\$6,500.00	500 S. Denver Avenue, Tulsa, OK 74103
3	PX6.4	PX641376	\$6,500.00	500 S. Denver Avenue, Tulsa, OK 74103
4	PX6.4	PX641378	\$6,500.00	500 S. Denver Avenue, Tulsa, OK 74103

**TOTAL ANNUAL PRICE:** \$26,000.00 plus tax if applicable - See document no. 8100-11901-00-T, clause no. twelve (12) for details.



## ANNUAL EQUIPMENT HARDWARE MAINTENANCE CONTRACT TERMS AND CONDITIONS

### Document No. 8100-11901-00-T

**1. INDEMNIFICATION:** ~~Buyer shall indemnify, defend and hold Leidos Security Detection & Automation, Inc. ("Leidos SD&A") 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 covered under this Agreement.~~

**2. CANCELLATION DURING THE TERM:** If Buyer cancels this Agreement pursuant to Section 3 below or if newly purchased equipment supplied by Leidos SD&A replaces the equipment under this Agreement, Buyer may cancel this Agreement without charge by giving written notice to Leidos SD&A. In the case of a cancellation for any other reason, Buyer must provide Leidos SD&A ninety (90) days' prior written notice of cancellation ~~or pay Leidos SD&A twenty five percent (25%) of any remaining annual contract fee as liquidated damages.~~ Leidos SD&A 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 Agreement should Leidos SD&A fail to perform in accordance with the statement of services for any reason within Leidos SD&A's control and fails to cure within 30 days following receipt of written notice of default. In the event of such cancellation, Buyer will notify Leidos SD&A in writing. Buyer will pay only for the services rendered up to the date that Leidos SD&A receives the written cancellation notice.

#### 4. DISCLAIMER AND LIMITATION OF LIABILITY:

~~A. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ALL OF THE SERVICES, SOFTWARE AND PRODUCTS ARE PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE" AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, LEIDOS SD&A (I) DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTY ARISING OUT OF A COURSE OF PERFORMANCE, DEALING OR TRADE USAGE; AND (II) DOES NOT WARRANT THAT USE OF THE SERVICES, THE SOFTWARE AND THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. LEIDOS SD&A DISCLAIMS, AND WILL NOT BE LIABLE FOR, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR USE OF, OR DISCLOSURE OF DATA THAT IS NOT DUE TO A BREACH OF ANY PROVISIONS OF THIS AGREEMENT BY LEIDOS SD&A.~~

~~B. REGARDLESS OF THE LEGAL OR EQUITABLE BASIS OF ANY CLAIM, IN NO EVENT WILL LEIDOS SD&A 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 BUYER. LEIDOS SD&A'S MAXIMUM LIABILITY UNDER ANY ORDER, INCLUDING LIABILITY ARISING OUT OF PRODUCTS DELIVERED, SERVICES PERFORMED OR FROM LEIDOS SD&A'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS, WILL BE LIMITED TO THE AMOUNT PAID TO LEIDOS SD&A FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM.~~

**5. CONFIDENTIALITY:** Except as contemplated by the terms hereof in performance of its obligations under this Agreement, as required by applicable law, or pursuant to an order entered or subpoena issued by a court of competent jurisdiction, each party shall, during the Term and thereafter, keep confidential the terms of this Agreement and all material non-public or proprietary information in any form or medium provided to it by the other party whether furnished in writing, electronically, orally, visually or learned by a party in performance of its obligations under this Agreement (collectively, "Confidential Information"). In ensuring the confidentiality of such Confidential Information received from the other party, each party shall maintain adequate safeguards to protect all Confidential Information and use the same care as it uses with its own information, but not less than reasonable care. Each party agrees not to disclose such Confidential Information to any third party, other than its employees and advisors as the party determines have a need to know in connection with the Services provided hereunder, each of whom shall be advised of the confidentiality requirements of this Agreement and agree to be bound by the terms hereof. The foregoing confidentiality obligations contained in this Section shall not apply to any information received by either party from the other party which: (a) is in the public domain at the time of its use or disclosure other than as a result of a breach of this Agreement by the receiving party; (b) is already known to the receiving party on a non-confidential basis, at the time it is disclosed to receiving party by the disclosing party; or (c) was or is independently developed by the receiving party without use of or reference to the Confidential Information. Each party agrees that a violation or threatened violation of this Section may cause irreparable harm to the other party, and that such other party shall be entitled to seek injunctive relief in addition to any other legal remedies.

**6. 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 Leidos SD&A. The Leidos SD&A's prevailing standard service rates shall be used to calculate the pre-inspection services.

**7. 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 Leidos SD&A, or used by the Leidos SD&A in updating, upgrading or performing repairs to the Buyer's equipment, shall remain the sole property of the Leidos SD&A. 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 Leidos SD&A and/or legacy L3 equipment previously purchased by the Buyer.

**8. EXCLUSIONS:** Under this Agreement, contractual coverage shall not apply to any equipment, spare parts, materials, other ancillary equipment or services that are: (a) repaired, moved or modified other than by Leidos SD&A's authorized personnel; (b) subjected to physical, mechanical or electrical abuse, stress, or misuse for any reason such as through negligence, willful conduct, accident, or vandalism; (c) handled, transported, stored, operated, modified, repaired, moved, installed, returned or maintained in a manner inconsistent with applicable Leidos SD&A instructions, specifications, good working practices or beyond agreed parameters outside normal everyday use; (d) designated on Leidos SD&A's price list or quotation as being provided without warranty (in which case, the said item is provided "as is" and without warranty of any sort); (e) provided with a third-party warranty (in which case said third-party warranty shall be the sole and exclusive warranty applicable thereto); or (f) Slip Rings and Bearings for eXaminer 3DX systems (which are available for purchase by Buyer in the event of a failure by contacting Leidos SD&A's call center for price, availability and delivery). No third party agents, regardless of affiliation or former affiliation with Leidos SD&A, retain the rights to perform service actions under this Agreement. Also excluded from this Agreement are equipment, spare parts, materials, and other ancillary equipment which have been damaged due to power surges, exposure to the elements of extreme heat, extreme cold, moisture; acts of nature such as rain, sleet, snow, earthquakes, lightning, hurricanes, etc.; and erroneous reports by Buyer of failures on the foregoing.



**9. ACCESSORIES AND ATTACHMENTS:** Service actions performed by Leidos SD&A under this Agreement will not include maintenance or repair of accessories, attachments, machines, or other similar devices not originally supplied or provided by Leidos SD&A; 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.

**10. SPECIAL CANCELLATION:** The specific equipment covered by this Agreement 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. Leidos SD&A 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, Leidos SD&A shall make a best commercial effort to render Buyer's equipment back into operating condition. If Leidos SD&A is unable to bring the up to operating condition, the affected equipment shall then be removed from the remainder of this Agreement 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.

**11. ASSIGNMENT:** Buyer shall not delegate assign, or transfer this Agreement or any of its rights or obligations under this Agreement without the prior written consent of Leidos SD&A which consent shall not be withheld unreasonably. Any purported delegation, assignment, or transfer by Buyer of all or part of this Agreement or of any rights or obligations arising hereunder without the prior written consent of Leidos SD&A shall be void as to Leidos SD&A's obligations hereunder from the time of such delegation, assignment, or transfer, and shall be considered the basis for immediate termination of this Agreement. Leidos SD&A may, without consent from Buyer, assign its rights and/or delegate its obligations hereunder to its parent, subsidiary, affiliate, third party Leidos SD&A approved subcontractor of the services rendered hereunder or successor in interest.

**12. TAXES:** This quotation does not include taxes. Taxes levied against Leidos SD&A 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 Buyer upon submittal of supporting documentation of such costs.

**13. BUYER'S TERMS AND CONDITIONS NOT ACCEPTABLE:** Any resultant Contract/Purchase Order/Similar Instrument with Buyer's Terms and Conditions other than the terms and conditions contained in this Appendix A are not acceptable to Leidos SD&A for any purchases under this Agreement and the submission of such Buyer's Terms and Conditions shall not amend or modify the terms and conditions of this Appendix A, which shall apply to all purchases under this Agreement. Estimates are calculated under the Terms and Conditions contained in this Appendix A and pricing would change for compliance with alternative Terms and Conditions of Buyer.

**14. DISPUTES, AMENDMENTS, WAIVER & SEVERABILITY.** Upon execution, this Agreement is deemed to be entered into in Oklahoma and to be a Oklahoma contract and shall be governed and construed in accordance with the laws of Oklahoma without reference to its conflict of laws provisions or the UN Convention for the International Sale of Goods. Buyer and Leidos SD&A 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 Oklahoma. All objections to venue are hereby waived by the Buyer, and Buyer consents to service or process by certified mail or courier service addressed to the Buyer address on the front of the Estimate. 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.

**15. FORCE MAJEURE.** Leidos SD&A shall not be in default, responsible or held liable under this Agreement for any delay in performance or for non-performance caused by circumstances beyond Leidos SD&A's reasonable control, including, without limitation, acts of God, fire, flood, war, government action, terrorism in any form, delays in customs, accident, labor trouble, shortages, epidemic, pandemic, government-imposed travel restrictions, or inability to obtain materials, equipment or transportation from suppliers or subcontractors. Leidos SD&A will notify Buyer promptly of any delay or non-performance excused by this Article and will specify the revised schedule as soon as practicable. In the event of any such delay, there will be no termination and the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay. In the event Leidos SD&A is delayed by acts of the Buyer or by prerequisite work by other contractors or suppliers of the Buyer, Leidos SD&A shall be entitled to an equitable price adjustment in addition to an extension of the time of performance.

**16. RELATIONSHIP OF THE PARTIES AND NO THIRD PARTY BENEFICIARY.** Neither the making of this Agreement nor the performance of any provision hereunder shall be construed to constitute either party as the agent, employee or legal representative of the other for any purpose, nor shall this Agreement be deemed to establish a joint venture or partnership between the parties or to create any relationship between the parties hereto other than that of independent contractors. Neither party hereto shall have any right or authority to create any obligation, warranty, representation, or responsibility, express or implied, on behalf of the other party nor to bind the other party in any manner whatsoever. No provisions of this Agreement are intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party.

**17. TERMINATION.** Leidos SD&A may terminate this Agreement (a) for convenience upon providing thirty (30) days' prior written notice to Buyer; or (b) upon providing fifteen (15) days' prior written notice to Buyer in the event of (i) insolvency or bankruptcy of Buyer or the termination, dissolution or liquidation (as a matter of law or otherwise) of Buyer; (ii) the filing or commencement by or against Buyer of a petition or proceeding seeking its reorganization, liquidation, dissolution, arrangement or winding-up or the composition or readjustment of its debts or other relief under the laws of insolvency or bankruptcy of any country or jurisdiction, or the commencement of any proceeding by any Person seeking the termination, dissolution or liquidation of Buyer; (iii) the merger of Buyer with or into another Person, or any other transaction effecting a substantial change in control or ownership of Buyer; (iv) and Buyer's breach of any other term or condition herein or Company determines, in its discretion, that any representation, warranty or certification made or deemed made by Buyer is or was false or misleading as of the time made or provided or will be false or misleading at any time Upon termination of this Agreement, Buyer shall provide payment in full for all Products and services completed to the date of termination.

**18. ENTIRE AGREEMENT & MODIFICATIONS.** The Quotation and these Terms comprise the complete and exclusive statement of the agreement ("Agreement") between Leidos SD&A 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 Leidos SD&A 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.



## ANNUAL EQUIPMENT HARDWARE MAINTENANCE CONTRACT STATEMENT OF WORK

### Document No. 8100-11902-00

1. **Response Time:** Leidos Security Detection & Automation 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.
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 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.
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. 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.
4. **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.
5. **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.
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. 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.
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 radiation performance report per x-ray system



Main Phone: 781-939-3800

## Payment / Remittance Information Please Update Your Records

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

Leidos Security Detection & Automation, Inc.  
One Radcliff Road  
Tewksbury, MA 01876

**Check Remittance Address:**

Leidos Security Detection & Automation, Inc.  
P.O Box 223058  
Pittsburgh, PA 15251-2058

**\*\* 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**

For accurate and timely processing of transactions, it is very important that remitters correctly identify the company account number and the applicable routing number.

**For delivery via regular US postal service:**

Lockbox Name: LEIDOS SECURITY DETECTION & AUTOMATION, INC.  
Lockbox Address: P.O Box 223058, Pittsburgh, PA 15251-2058

**For ACH delivery:**

Bank Routing Number: 021000089  
Account Number: 3054-7584  
Account Name: LEIDOS SECURITY DETECTION & AUTOMATION, INC

**For Wire Transfers:**

Bank Routing/ABA Number: 021000089  
SWIFT Code: CITIUS33  
General Bank Reference Address: Citibank, N.A., 11 Wall Street, New York, NY 10043  
Account Number: 3054-7584  
Account Name: LEIDOS SECURITY DETECTION & AUTOMATION, INC

**For delivery via overnight courier service:**

Lockbox Name: LEIDOS SECURITY DETECTION & AUTOMATION, INC.  
Lockbox Address: Attn: LEIDOS SECURITY DETECTION & AUTOMATION, INC., Attn: 223058,  
500 Ross Street 154-0455, Pittsburgh PA 15262-0001

F.I.D. Number: 04-3054475  
DUNS Number: 11-275-3194  
CAGE CODE: 1VGC6  
Other Instructions: Please reference our invoice number(s).