



**QUOTATION  
#11-02478**

**Hidalgo County Sheriff Department - Frontier**

**For:** Hidalgo County Sheriff's Dept  
Rudy Espinoza  
110 Ciobolo Rd  
Edinburg, TX 78540

**Phone:** (956) 383-8114

**Fax:**

**E-Mail:** rodolfo.espinoza@hidalgoso.org

**Date:** 7/11/2011

**Terms:** Net 30

**Rep:** Burt Strange

**Phone:** (404) 429-9006

**E-Mail:** burt.strange@icxt.com

**Ship Via:** ICx Carrier

Item No.	Part No.	Description	Qty.	Unit Price	Ext. Price
1.	sav-00005		1	USD -2,681.92	USD -2,681.92
2.	SW - 1115	Digital Video Recorder and Table Combination, includes hard drive, permanent deep writing/work table installed in cab with 2 additional 110 volt outlets	2	USD 3,401.68	USD 6,803.36
3.	SWO - 1107	Day/Night All Weather Camera with Monitor, Joystick and Integration	2	USD 10,502.60	USD 21,005.20
4.	SW - 1003	SkyWatch Frontier; Salient Characteristics: Arched ascent and descent (non-scissor lift) mechanism; 25 foot vantage point (eye level in cab); Ground level entry-Easier to load /unload equipment; No steps or guardrails necessary No tethering needed-stable in winds up to 40 mph; tethering points for higher velocities; Dual hydraulic pump system; 14 Gauge Steel Cab; Shore power or diesel generator power operation; 98 Gallon Fuel Tank (150 Hour Run Time); OilMate System- Generator Oil Filter replacement frequency-1000 hours; Solar panel for drip charge to start battery; 12 month parts and labor warranty ; ISO 9001:2008 certified manufacturer Other Important Considerations: Deployed Width- Outriggers Set 15ft 6in; 4 Tinted- Sliding Windows; Steel Outriggers: ¼ inch Tube Steel; Trailer Steel: ¼ inch Tube Steel; Weight Capacity in Cab 500 pounds; Digital Wind Speed Meter with storm tracker; 4 Roof Mounted Flood Lights; Climate Controlled (Heat & AC); Chair; Two 110V GFI outlets; One 12V outlet; Hydraulic Cylinders- 60" Stroke- 3.5 in; Fail safe hydraulic system with electric and manual ascent and descent controls inside cab and in operational compartment. Company Relevant Experience: Over 650 Units Deployed with 12 Year Product Development History. Units heavily used by US Military, Law Enforcement Agencies, US Customs and Border Protection, Product Protected by U.S. Patent (5,295,555)	2	USD 86,646.33	USD 173,292.66
5.	SW - 1117	Sound Commander Public Address System Includes four roof-mounted speakers with selector panel, 5 ft. of mic cable and a push to talk mic.	2	USD 6,990.51	USD 13,981.02
6.	S&H	Open Market: Shipping and Handling.	2	USD 4,308.00	USD 8,616.00
				<b>Total</b>	<b>USD 221,016.32</b>

This Quote is Valid Until :9/30/2011

Longest Lead Time Item (ARO): 10.0 weeks. ICx will ship partials if authorized.

Notes: ESTIMATED COMPLETION DATE: 120 DAYS ARO  
This order is subject to the attached TERMS AND CONDITIONS OF SALE. Where those terms or conditions differ from that of our GSA Schedule contract GS-07F-0117U, its terms and conditions will govern. Applicable GSA Schedule ordering Information can be found in SUPPLEMENT C.

Prepared by: **Burt Strange**  
Regional Account Executive  
(404) 429-9006  
burt.strange@icxt.com

Any purchase order or contract for sale generated from this quotation for the export of goods, technology or services is subject to the Export Control Laws of the United States. As a result, the export or any subsequent re-export of such goods may require an export license prior to shipment.

**ICx Technologies**  
5940 Cabot Parkway, Suite 100 - Alpharetta - GA 30005  
Phone: (770) 850 1550 - Fax: (770) 850 1551

## FLIR Integrated Solutions TERMS AND CONDITIONS OF SALE

1. **AGREEMENT.** Only the product ("Product(s)"), price, quantity and delivery terms contained in Buyer's purchase order, if accepted by Seller, together with the terms and conditions herein constitute an agreement between the parties ("Agreement"). Buyer represents and warrants that it intends to use the Products for its internal use and is not purchasing the Products with the intent to resell or distribute the Products, unless authorized by Seller.
2. **CONTROLLING TERMS AND CONDITIONS.** This Agreement, together with Seller's End User License Agreement if applicable, shall govern the sale of the Products to Buyer. If Buyer submits any other document that contains terms and conditions which are inconsistent with or in addition to this Agreement then any such term or condition shall not alter these Terms and Conditions or be part of this contract unless expressly accepted or agreed to by Seller in writing. The sale is expressly conditioned upon Buyer's acceptance of this Agreement.
3. **PAYMENT TERMS.** Prices are stated in U.S. dollars. All sales are F.O.B. Origin and payments are due and payable net thirty (30) days after invoice date. Pro rata payment shall be due on partial shipments as made and invoiced. Payments not received by the date due shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowed by law, whichever is less, until paid in full. The purchase prices of the Products are exclusive of all applicable sales and use taxes, value added taxes, export fees and duties or other similar fees and taxes. All shipping, handling, taxes, custom duties, tariffs and similar charges shall be at Buyer's expense and, at Seller's option, added to the price of the goods.
4. **SHIPPING TERMS.** Title to and all risk of loss of or damage to the goods shall pass to and be assumed by Buyer F.O.B. Origin. Buyer is responsible for all transportation charges and for filing timely and proper claims against carriers if goods are lost or damaged in transit. Seller's estimated delivery date(s) stated on the front of this contract are approximate and subject to reasonable scheduling changes made after the date hereof. Seller shall not be liable for any loss or expense, whether by contract or tort, incurred by Buyer resulting from failure to meet the estimated delivery date.
5. **MODIFICATION AND CANCELLATION OF ORDERS.** Orders may not be modified or cancelled in whole or in part except by mutual written agreement of the parties. Cancellation of orders shall be effective only at Seller's option, and if Seller agrees to any cancellation, Buyer shall be responsible for return freight costs and all costs incurred by Seller as a result of such cancellation, including, but not limited to, a twenty percent (20%) restocking fee and all labor and material costs incurred prior to termination.
6. **RETURNS.** All returns must be authorized by Seller. A Returned Material Authorization (RMA) number issued by Seller must accompany all returned goods or parts unless otherwise directed by Seller. All goods or parts returned to Seller must be shipped transportation charges prepaid. Seller does not accept collect or C.O.D. shipments.
7. **PACKING.** Unless a preferred packing method is provided for in the purchase order, all goods shall be packaged and packed for shipment and storage in accordance with good commercial practices. Preferred packing charges shall be paid by Buyer.
8. **COMPLIANCE WITH LAWS.** Buyer acknowledges that the goods supplied herewith may be subject to laws, regulations and executive orders ("Laws") of the U.S. relating to export controls. Buyer represents and warrants that the Products will not be used for any purpose prohibited by the Laws and Buyer shall comply with the Laws as well as all laws and regulations in Buyer's jurisdiction and any other location related to the import, export, re-export, transfer, shipping, and/or use of the Products.
9. **SELLER'S REMEDIES.** If Buyer fails to make timely payments for goods or services accepted, or fails to perform any other of Buyer's obligations set forth herein, Seller may, at its option, defer further shipment(s), revise its terms of payment, cancel the unshipped balance, or pursue any other remedy set forth in this contract or provided by law.
10. **LIMITED WARRANTY.** Unless superseded by individual Product warranty terms formally set forth by Seller to Buyer in writing and/or included in Product Packaging, Seller's standard warranty terms shall be limited to those set forth in this paragraph. For a period of one (1) year after shipment of the Product, Seller will at its option repair or replace on an exchange basis any Product or component part thereof returned to Seller which upon examination is found to the satisfaction of Seller to be defective in material or workmanship. All costs associated with the transportation, troubleshooting, installing or removing the Product or component part thereof shall be paid by Buyer. Repair or replacement of any Product or component thereof will not extend the original warranty period. This limited warranty extends only to Buyer and is not transferable to any other party and any transfer made in violation of this provision shall be void. This limited warranty does not apply to any Product or component which (i) has been subject to misuse, neglect, accident or improper storage; (ii) has been installed, repaired, maintained or altered in any way that in the judgment of Seller has adversely affected the condition of the Product; (iii) has been used, operated or maintained inconsistent with Seller recommendations or with normal practice and conditions, or (iv) has been changed or modified from its original condition. For consumable Product components such as sensors ("Sensors"), this limited warranty shall be modified as follows: (a) the unopened shelf life shall be 18 months from the manufacture date marked on the packaging; (b) the opened shelf life shall be 3 months from the date the product packaging is opened; (c) provided, however, that these shelf life warranties apply to a single use of a Sensor and are void if the Sensor is recharged or used multiple times. **THIS LIMITED WARRANTY IS ONLY A LIMITED WARRANTY TO REPAIR OR REPLACE AND NOT A WARRANTY OF THE CONDITION OR FUTURE PERFORMANCE OF THE PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY INCLUDING, BUT WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED. BUYER WAIVES AND IN NO EVENT WILL SELLER BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND.** No person is authorized to give any other warranty or to assume any additional obligation or liability on behalf of Seller. In no event will Seller's liability hereunder exceed the purchase price of the defective Product. This limited warranty shall not apply if Buyer has unpaid invoices. Buyer agrees that the warranty disclaimer and limited liability set forth herein are fundamental elements of this Agreement and Seller would not be able to provide the Product on an economic basis without such limitations.
11. **GRANTING OF RIGHTS.** Nothing contained herein shall be construed as granting Buyer any right to any intellectual property rights, including but not limited to patents, trademarks, trade secrets, or copyrights, owned or licensed by Seller. Further, Buyer agrees that it shall not, directly or indirectly, reverse engineer, decompile, modify, alter, disassemble or emulate the functionality of the Product.
12. **INDEMNIFICATION.** Buyer shall indemnify Seller in the case of any Product misuse by Buyer.
13. **PATENTS.** If Buyer modifies the Product or provides Seller with designs, specifications, or instructions to modify the Product, then Buyer shall hold Seller harmless from and against any expense or loss resulting from infringement of patents or trademarks arising therefrom. Except as otherwise provided in the preceding sentence, Seller shall defend any suit or proceeding brought against Buyer so far as based on a claim that the Products furnished under this Agreement constitute an infringement of any patent of the United States, issued on or before the date of shipment, if notified promptly in writing and given authority, information and assistance (at Seller's expense) for the defense of same, and Seller shall pay all damages and costs awarded therein against Buyer. In case such goods, or any part thereof, are held to infringe and the use of said goods or part is enjoined, or Seller shall reasonably conclude that the goods are infringing, Seller shall, at its own expense, either procure for Buyer the right to continue using said goods or parts, or replace same with non-infringing goods; or modify such goods so they become non-infringing; or remove said goods from the market and refund the purchase price and the transportation and installation costs thereof. The foregoing states the entire liability of Seller for patent infringement by the said goods or any part thereof.
14. **FORCE MAJEURE.** Delay in performance or non-performance of any obligation contained herein, other than Buyer's obligation to pay, shall be excused to the extent such failure or non-performance is caused by a force majeure. For purposes of this Agreement, force majeure shall mean any cause or event preventing performance of an obligation under the Agreement which is beyond the reasonable control of Seller or Buyer, as the case may be, including without limitation, fire, flood, power shortage, mechanical breakdown, sabotage, shipwreck, embargo, explosion, strike or other labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, war or acts of terrorism, and other events or conditions beyond the reasonable control of the affected party. In the event a force majeure continues for more than ninety (90) days, this Agreement may be terminated without any liability by either party upon written notice thereof to the other.
15. **NO ASSIGNMENT.** Buyer may not assign this Agreement, or its right to receive Products, without the prior written consent of Seller. Any such attempted assignment shall be void.
16. **GOVERNING LAW.** This contract shall be governed by and construed according to the laws of the United States of America and the State of Delaware, including the Uniform Commercial Code as enacted therein, without regard to its laws regarding conflicts of law.
17. **JURISDICTION AND VENUE.** All proceedings relating to this Agreement shall be maintained exclusively in the federal or state courts of Delaware and the parties hereby irrevocably and unconditionally submit and consent to exclusive jurisdiction and venue herein and expressly waive any right to object to personal jurisdiction or venue. Each of the parties hereby consents to the service of process by registered mail or by an express delivery service providing a return receipt at its address set forth above and agrees that its submissions to jurisdiction and its consent to service of process by mail are made for the express benefit of the other party.

18. SEVERABILITY. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

19. NO WAIVER. The failure by any party to exercise any right provided for herein shall not be deemed a waiver of any rights hereunder.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties relating to the matters contained herein. This Agreement may not be amended, extended or modified in any manner, orally or otherwise, except by an instrument in writing signed by a duly authorized representative of each party.

#### ICX Technologies TERMS AND CONDITIONS OF SALE – SPECIAL PROVISIONS

##### SUPPLEMENT A – FIDO EXPLOSIVES DETECTION SYSTEMS

The following special provisions apply to the sale of any Fido Explosives Detection Systems:

SAFETY ACT RECIPICAL WAIVER OF CLAIMS. Seller's Fido Explosives Detection System has been designated by the U.S. Department of Homeland Security as a Qualified Anti-terrorism Technology (QATT) under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (SAFETY Act), which affords certain legal liability protections to providers of the QATT. Where the QATT has been deployed in defense against, response to, or recovery from an act of terrorism as that latter term is defined under the SAFETY Act, Seller and Buyer of the QATT agree to waive all claims against each other, including their officers, directors, agents or other representatives, arising out of the manufacture, sale, use or operation of the QATT, and further agree that each is responsible for losses, including business interruption losses, that it sustains, or for losses sustained by its own employees resulting from an activity arising out of such act of terrorism.

##### SUPPLEMENT B – DEVELOPMENTAL PRODUCTS

The following special provisions apply to the sale of any of Seller's developmental Products:

1. The Product delivered hereunder is a developmental product of Seller and has not been released to the public. As such, this Product and all information related thereto are confidential and proprietary. Buyer agrees not to disclose any information to any third party without the express written approval of Seller.

2. Buyer, at no cost to Seller, will share with Seller any and all performance data and reports generated by Buyer in the use and operation of the Product.

##### SUPPLEMENT C – Applicable GSA SCHEDULE ORDERING INFORMATION

1. Worldwide Federal Supply Schedule Contract for FSC Group 084 – TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITY MANAGEMENT SYSTEMS, FIRE, RESCUE, SPECIAL PURPOSE CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE.

2. Contract number – GS-07F-0117U

3. Contract period – December 6, 2007 through December 5, 2012

4. Business size – Large

5. Minimum order – \$100 (All SINs)

6. Geographic coverage (delivery area) – The 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories.

7. Prompt payment terms – 0% net, 30 days.

8. Expedited, overnight and two-day delivery for Urgent requirements – Available, please inquire on cost.

9. Warranty provision – Standard commercial warranty applies.

10. Government purchase cards are acceptable.

11. Data Universal Number System (DUNS) number – 61-538-2210

12. CAGE Code – 44B16.

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