



POLICE DEPARTMENT
Inter-Office Communication

To: Public Safety Committee

Date: 12-18-07

From: Captain Ed Van Winkle, District 1 Commander

Subject: Cost breakdown for thermal imager for GPD Helicopter

Below is a cost breakdown for the purchase of a thermal imager for GPD's helicopter:

FLIR Systems Ultra 8000 thermal imager	\$186,000
Laser pointer option	9,000
Meeker Aviation Isolation Collar	4,250
Installation costs (misc. wiring, metalwork, etc)	<u>2,000</u>
TOTAL	\$201,250

Please contact me with any questions.



November 13, 2007

Gainesville Police Department

Aviation Unit
721 NW 6th Street
Gainesville, FL 32601

Attn: Captain Ed Van Winkle

Phone: (352) 334-2415

Email: vanwinklel@cityofgainesville.org

Fax: (352) 334-2376

FLIR SYSTEMS, INC. Ultra 8000 System Proposal No. SB0711-449 for Gainesville Police Department.

Dear Captain VanWinkle,

Thank you for your recent request of a FLIR Systems' ULTRA 8000 Thermal Imaging System. Please find attached pricing, specification and delivery information on this system and its relevant options. As the worldwide leader in airborne thermal imaging, FLIR Systems specializes in products developed to support a wide variety of missions including, Pursuit and Patrol, Surveillance, Reconnaissance, Target Tracking, Search & Rescue, Drug Interdiction and Environmental Monitoring.



Ultra 8000



Simplified
Controller

The ULTRA 8000 Airborne Thermal Imager

The ULTRA 8000 system is FLIR's newest airborne imaging system and represents the state-of-the-art in airborne thermal imaging for law enforcement professionals. The ULTRA 8000 is common to the 9" law enforcement turret family in form and fit, while adding improved image quality and simplified operation at a reduced cost. The rugged, lightweight ULTRA 8000 offers advanced features that build on the continuous production of more than 30,000 IR cameras over the past 35 years. The ULTRA 8000 has a new high resolution digital infrared imaging payload which delivers stunning picture quality, even in extreme temperature environments and low thermal contrast scenes. Operators can select between FLIR's unique infrared 10:1 continuous or 3 preset zoom levels depending on the situation. The preset zooms offer fast situational awareness. Either way, you never lose site of the target. The ULTRA 8000's CCD camera also offers a continuous zoom lens with auto focus system, along with a low-light mode to extend the effective use of the CCD camera into dawn and dusk operations.

Light in Weight, Packed with Features

The ULTRA 8000 is not only the smallest and lightest FLIR in its class, but it is also the most capable. The U8000 family has many advanced features which are included as standard in the ULTRA 8000. The ULTRA 8000 will meet or exceed all of the stated performance specifications contained in the attached data sheet.

Standard features include:

FLIR Systems Inc.

70 Castilian Drive, Goleta, CA 93117

<http://www.flir.com>

+1 805 964 9797

+1 805 685 2711

- A 9" Sealed Gimbal with exceptional ground clearance
- 360° Rotational capability in both azimuth and elevation
- Automatic stowage position to protect the exposed optical surfaces
- Maximum Stabilization through the use of fiber-optic gyros
- Continuous Zoom/ 3 FOV IR Optical System with matched CCD zoom

New Features to Minimize Operator Workload

The ULTRA 8000's design has added features that significantly reduce Operator workload. Years of pilot feedback coupled with FLIR's investment in product engineering has produced a capable and user-friendly system with a host of new features including:

- A new rugged, easy to use hand controller with a large, long throw transducer for hours of comfortable use that can be used in either hand
- FLIR's high resolution digital infrared imager designed for reliability and stunning image quality
- An easy-to-interpret, icon-based color graphics overlay with operator-customized display symbology
- Manual or automatic control over IR camera settings, with a new "histogram equalization" feature which minimizes blooming and assures sharp image quality for new users
- Autofocus modes for both the IR and CCD optical telescopes

Customer Satisfaction is our Top Priority

FLIR Systems' commitment to your success will not end with your decision to purchase one of our systems. Our network of regional field support personnel and qualified factory service staff are constantly available to meet your installation, training and service requirements.

Optional Mission Equipment and Services

FLIR's experience in the Airborne Law Enforcement market has shown us that no two applications are identical. For this reason, we have developed an extensive selection of mission accessories and services. In the attached quotation, you will find the detail of items and services that we believe will best fit your application.

FLIR Systems, Inc. has a proven track record in meeting the needs of organizations such as yours. Should you have any questions, please contact your Sales Representative, **Gary Lux at 800-442-3992 or by Email at gary.lux@flir.com**. FLIR Systems is ready to meet your airborne imaging needs now and in the future.

Best regards,

Terri Campbell
Sales Operations
FLIR Systems Inc.

U L T R A 8 0 0 0™

High Performance Dual Imaging System Specifications

Platform:

Stabilization:	2-Axis Gyro-stabilization in Azimuth, Elevation
Imager Field of Regard:	360° in Azimuth and Elevation
Gimbal Slew Rate:	0.03°/sec to 65°/sec in Azimuth
Operating Temperature Range:	-20° C to +55° C
Max Operational Air Speed	217 Knots at Sea Level

Thermal Imaging Sensor:

Imaging Detector:	320 X 240 pixel two-dimensional Focal Plane Array (FPA) fabricated from Indium Antimonide (InSb) with integral, closed-cycle cryogenic cooler		
Operating Wavelength:	3-5 Microns (Well-suited for high humidity & high temperature)		
Resolution/IFOV	0.12 milliradians in narrow FOV		
Telescope/Magnification:	10X Continuous Zoom with Auto Focus system		
Focal Length:	25mm to 250mm		
Maximum Fields of View	Narrow:	2.2° horizontal (h) x 1.65° vertical (v)	
	Wide:	22° (h) x 16.50° (v):	
Focusing Method:	Manual or Automatic		

Visible TV Imaging Sensor:

Pixel Arrangement:	768 x 494V (NTSC)		
Resolution	more than 470 TV Lines		
Telescope/Magnification:	18X Continuous and digital zoom with Auto Focus		
Daytime CCD Sensitivity	3.0 lux @f/1.4		
Low Light CCD Sensitivity:	0.7 lux @F1.4 without IR Cut Filter (Operator Selectable)		
Fields of View (h x v)	2.2° x 1.65° (narrow) & 48° x 32° (wide)		

Laser Pointer Option:

Type & Class:	LED, Class IIIB		
Wavelength	830 nm		
Beam Dimensions:	1.8/0.9mm	Aspect Ratio: 2 to 1	Divergence (half angle): 0.2 mrad
Output Power:	30mW		

Physical Dimensions:

Gimbal / Imager:	29 lbs*	9" Diam. x 13.5" High	(22.9 x 34.3 cm)
Electronic Control Unit:	15.8 lbs	10. 6" x 9.9" x 5.9"	(27 x 25 x 15 cm)
Hand Control Unit:	1.8 lbs	6.50" x 4.50" x 3.5"	

* Weight includes Laser Option

**ULTRA 8000 Airborne Imaging System
PRICING AND DELIVERY INFORMATION**

Item	Qty	Description	Unit List Price	Total Extended Price
1	1	FLIR SYSTEMS Ultra 8000 Dual-Sensor Airborne Thermal Imaging System, includes the following standard components: P/N19208-204	\$186,000	\$186,000
		<ul style="list-style-type: none"> ◆ Gyro-stabilized Dual-Sensor Turret FLIR Unit (TFU) ◆ Simplified Control Unit (SCU) ◆ Electronics Control Unit (ECU) ◆ Operator's Manual ◆ Shipping Case ◆ Standard Cable Kit 		
Total:				\$186,000

Item	Qty	The following Items are Highly Recommended and Considered Required Items for Optimum Performance.	Unit List Price	Total Extended Price
2	1	Laser Pointer Option (System becomes a Ultra 8000LP p/n 19208-205). Optional Item.	\$15,000	\$9,000
3	1	GPS Optional Navigation Interface (for approved models only). Optional Item.	\$2,500	\$2,500
4	1	*Meeker Isolation Collar P/N MA100-MD500E. This item is a required item.	\$5,516	\$5,516
5	1	Meeker Upper Dove Tail Mount P/N 13359-007. This item is a required item.	\$690	\$690
6	1	Meeker Lower Dove Tail Mount P/N 13359-005. This item is a required item.	\$1,355	\$1,355

Item	Qty	Training & Support Options	Unit List Price	Extended Total Price
7	1	Optional Year Two Extended Warranty Includes:	\$18,600	\$18,600
		<ul style="list-style-type: none"> • Parts and Labor for all covered repairs • Operating system upgrades when available • Cleaning, Re-alignment and Calibration of Optics • One annual "general maintenance" checkup • First Year – Manufacturer's Warranty 		

Note: Quote does not include installation, aircraft mounts, video monitors, video recording equipment or any applicable state sales tax.

Delivery: EXW N. Billerica, MA Delivery is 90 days from receipt of purchase order unless specified otherwise (and receipt of an approved US State Department export license if applicable). Early shipment is authorized.

Warranty: FLIR Systems provides a 12 –month warranty on FLIR manufactured items. System accessories purchased for resale will carry the original equipment manufacturers warranty. System spare parts are provided with 90-day warranty coverage. Reference FLIR Systems Standard Warranty provisions attached to this quotation.

Export License: Some of the items in this quotation include controlled technology by the US Government. ***Prior to export of these articles they require approval and US Government licensing through FLIR Systems, Inc.*** An original, completed, signed US Form DSP-83 and End User Certificate must be supplied by the end user to FLIR Systems as part of the license application process.

Terms and Conditions: This quote is offered based on acceptance of FLIR Systems Terms and Conditions of Sale. (Attached). Pricing and lead time will be impacted by placing an order with alternate terms and conditions.

Taxes: Unless a state issued **tax exempt certificate** is presented at the time of order placement, sales tax will be applied when shipping product to the following states:
AL, AZ, CA, CO, FL, GA, IL, IN, KY, MA, MD, MI, MN, MO, NC, NJ, NY, OH, PA, SC, SD, TN, TX, UT, VA, WA, and WI. Training is not taxable in any state. The U.S. Government is not taxable in any state. If taxable, please include amount and percentage on purchase order.

Purchase Order: Please address your Purchase Order directly to:
FLIR Systems, Inc. 70 Castilian Drive, Goleta, CA 93117
Tel: 805-964-9797 Fax: 805-690-5933
Attn: SBA-Contracts
Email: sba-contracts@flir.com

PMT Terms: Net 30 days on approved credit. All pricing is in US dollars. Payment obligation and warranty begins with the receipt of goods, irrespective of installation or in service dates.

Quote Validity: These prices are firm for 90 days from the date of FLIRs' quotation.

Note: To better facilitate aircraft integration and customer needs, FLIR requires the ability to ship and invoice systems, cables and installation accessories separately. As a result, please list these items individually on your purchase order, as they are listed on this quotation. Also, please indicate that partial shipments are allowed.

FLIR Systems, Inc. Terms and Conditions of Sale

1. CONTRACT. The terms and conditions exclusively govern this sale of goods and services (Goods) by FLIR to Buyer are: these printed terms and conditions, the terms on the face hereof (Front), and the documents referred to on the Front (the Contract), irrespective of whether or not Buyer's purchase order (Order) also contains terms and conditions. This Contract may only be modified in a writing signed both by Buyer's authorized representative and FLIR's authorized point of contact (POC) named on the Front (Modification).

2. ACCEPTANCE OF CONTRACT. This Contract shall be in effect when FLIR's POC issues written confirmation of acceptance of an Order (Acknowledgement).

3. PRICE AND PAYMENT. Unless the FLIR POC agrees otherwise in the Acknowledgement or in a Modification, FLIR's quoted prices for the Goods (Prices) exclude charges for carriage, taxes, and customs duties that either party is required to pay on the subject sale of Goods, but include costs of packaging the Goods. Buyer shall pay the Prices in US Dollars as directed in the Acknowledgement. If FLIR approves Buyer's credit, payment shall be thirty (30) days after the date of FLIR's invoice. FLIR may issue an Invoice for partial Delivery made. If Buyer does not pay timely all money due to FLIR, Buyer shall pay interest to FLIR on overdue amounts at a rate of one and one-half per cent (1 1/2%) of the unpaid balance monthly, and FLIR may cancel or reschedule Delivery. If Buyer is outside the United States, Buyer shall provide FLIR with an acceptable international irrevocable letter of credit (ILOC) for the Price. The ILOC shall be issued or confirmed by a major U.S. bank, with expiry date no earlier than thirty (30) days after final Delivery. ILOC payments (whole and partial) shall be made upon presentation of FLIR's invoice or warehouse receipt.

4. RESERVED

5. ACCEPTANCE OF GOODS AND INSPECTION. In its sole discretion, if the Order contains a request from Buyer, FLIR will consider permitting Buyer to attend some or FLIR's entire final acceptance testing of Goods. If on FLIR premises, Buyer shall comply with all safety, security, and export related policies and rules. Whether or not Buyer attends AT, FLIR's certification that the Goods passed shall be deemed Buyer's irrevocable acceptance of the Goods (Acceptance). After Acceptance, defects in Goods, if any, shall be handled exclusively as provided in Section 8 (Warranty).

6. DELIVERY; TITLE. FLIR shall deliver Goods EXW FLIR's plant, (ex works Incoterms 2000) (Delivery). Title and full risk of loss, damage, and carrier delay pass to Buyer upon Delivery. If FLIR arranges transport or supervises loading of Goods at Buyer's request, it shall be a courtesy that shall not act modify or waive the EXW term of Delivery.

7. DELIVERY AND DELAYS. FLIR shall substantially meet the Delivery dates in the Acknowledgement. FLIR shall not be liable for any nonperformance, loss, damage, or delay due to war, acts of terrorism, riots, fire, flood, strikes or other labor difficulty, governmental actions, including without limit delivery requirements of a US Government agency rated order, acts of God, acts of the Buyer or its customer, transportation delays, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of FLIR. In such event, FLIR's performance shall be excused for a commercially reasonable time that is at least the length of time lost due to such delay.

8. WARRANTY. FLIR warrants that the Goods, at Delivery and for 365 days (Warranty Period), will conform to published specifications and be free from defects in materials, unless another Warranty Period is stated on the Front of the Acknowledgement. Buyer shall report any claimed defect in writing to FLIR promptly upon discovery and within the Warranty Period. FLIR shall elect either to repair or replace nonconforming Goods at the appropriate FLIR service center nearest to Buyer (Remedy). This warranty does not extend to: (a) Goods repaired or modified in any manner by persons other than FLIR or FLIR's authorized designee; and (b) Goods that are defective due either to normal wear and tear, or Buyer's failure to properly store, install, operate or maintain the Goods. The Remedy is FLIR's sole obligation, and Buyer's exclusive recourse, for all claims of defects with respect to the Goods. If the Remedy is adjudicated insufficient, however, FLIR shall refund the Price paid without further liability to Buyer relating to the subject Goods. Buyer shall pay costs of returning Goods under a warranty claim, and FLIR shall pay the costs of sending Goods to Buyer after the Remedy is performed. SELLER MAKES NO OTHER WARRANTY OF ANY KIND WITH RESPECT TO THE GOODS OR SERVICES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, and NONINFRINGEMENT ARE HEREBY DISCLAIMED.

8.A. WARRANTY EXCLUSION FOR DIE. If the product is a die, such as for a readout integrated circuit, or a wafer containing die, the product is considered free from defects if the product is designed to the requirements of the product specifications and has been tested and determined to satisfy the "A" grade die test criteria as established by the production test specifications. Seller provides no guarantee or assurance that the product, although graded to the "A" grade standard, will meet all customer requirements or will be free from all defects. In particular, the warranty of section 8 does not apply to die, which have been further processed by buyer other than in conformance with seller's recommendations or specifications.

9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY. All technical and commercial information FLIR discloses to Buyer, excluding public domain information or property in Buyer's possession in tangible form before receiving such information from FLIR (Confidential Information), is proprietary to FLIR and disclosed to Buyer in confidence for the limited purpose of assisting Buyer in the evaluation and use of the Goods (Purpose). Unless otherwise authorized in writing by the FLIR POC, Buyer shall not disclose Confidential Information, directly or indirectly, to any other person or use such Confidential Information, except for the Purpose. All Confidential Information shall be returned to FLIR on demand, and, in any event, when no longer needed by Buyer in connection the Purpose. In addition to FLIR's other remedies, Buyer agrees that any benefit or property derived by Buyer from any unauthorized use of Confidential Information shall be the sole and exclusive property of FLIR. Sale of Goods to Buyer does not convey a license, implied or otherwise, under any patent, copyright, trademark or trade secret in which FLIR has an interest, nor does it convey rights to any descriptive data, including but not limited to FLIR's drawings, schematics, software, secrets, processes, or tooling.

FLIR Systems, Inc. Terms and Conditions of Sale

10. PATENT INDEMNITY. FLIR agrees at its expense to defend any suit alleging direct infringement instituted against Buyer (but not subsidiaries or customers of Buyer) and indemnify Buyer against any award of damages and costs based on a final adjudication that the Goods, at Delivery, directly infringed a third party's U.S. patent. These indemnification obligations: (a) extend only to actual costs assessed; (b) do not apply to Goods made or modified to Buyer's specifications; and (c) are expressly conditioned upon: Buyer providing FLIR with written notice within ten days of Buyer's receipt of notice of such claim and allowing FLIR to assume control of the defense against such claims and the negotiation for their settlement; Buyer cooperating with FLIR during the subject proceedings and negotiations; and if FLIR determines that the Goods are or are likely to be the subject of direct infringement claims, Buyer permitting FLIR to obtain the right for Buyer to keep using the Goods, or obtain substitute goods, or modify the Goods to be noninfringing, or refund the Prices. The indemnity obligations stated in this section shall not apply if the infringement claims result from: (a) Buyer or Buyer's customer altering the Goods; (b) use of the Goods in a manner neither intended nor contemplated at the time of the sale; or, (c) Buyer's failure to use a modified or substitute good provided by FLIR pursuant to this section. These warranties are in lieu of all other warranties, express or implied with regard to any claim of infringement. ANY WARRANTY AGAINST INFRINGEMENT THAT MAY BE PROVIDED UNDER THE UNIFORM COMMERCIAL CODE AND/OR ANY OTHER COMPARABLE STATE STATUTE IS EXPRESSLY DISCLAIMED. To the extent that the Goods are manufactured to meet specifications provided by Buyer, Buyer shall hold harmless and indemnify FLIR for all claims of patent infringement relating to manufacture and sale of the Goods.

11. LIMITATION OF LIABILITY. FLIR shall in no event be liable for claims for consequential, incidental, indirect, special or punitive damages arising out of or relating to this Contract and the Goods, including but not limited to, claims based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other equipment, environmental damage, loss by reason of shutdown or non-operation, increased expenses of operation, or procurement costs, and claims relating to service interruption, whether or not the claimed loss or damage is based on contract, tort (including negligence and strict liability) or otherwise. **FLIR's maximum liability under or in any way relating to this Contract shall not exceed the Prices paid for the Goods upon which the claims are based.** All such liability shall terminate one year from Delivery, if not sooner terminated.

12. APPLICABLE LAW. The Contract shall be governed by the law of the State of Oregon, exclusive of its conflicts of law principles. Any disputes arising out of this Contract that cannot be informally resolved shall be adjudicated exclusively in Oregon, USA, in any court of competent jurisdiction. This Contract is expressly conditioned on the exclusion of the application of the United Nations Convention on the International Sale of Goods.

13. CANCELLATION; TERMINATION. Buyer may only cancel this Contract if FLIR consents in writing, and FLIR may place conditions on consent, including a requirement that Buyer pay a restocking fee of twenty-five per cent of the Prices for standard Goods. For customer Goods, if FLIR permits cancellation of a Contract, FLIR may require Buyer to pay: (a) the Prices of Goods delivered; (b) material and labor costs incurred; (c) engineering services, if any; and (d) any other related costs and expenses, including without limit any that will arise from FLIR's cancellation of contracts with FLIR's suppliers. FLIR may terminate this Contract if Buyer breaches any material term, including without limit Buyer's payment obligations, and fails to cure the breach within seven (7) calendar days of receipt of FLIR's written notice of the breach. Obligations under paragraphs 3, 9, 10, and 11 shall survive cancellation or termination of this Contract.

14. EXPORT LAWS. The Goods may be subject to U.S. Government export laws and regulations. Buyer shall not export, re-export, or transfer the Goods or Confidential Information received from FLIR without first obtaining the appropriate US Government approvals, if any. FLIR will cooperate with Buyer to obtain any export licenses Buyer seeks, but obtaining such licensing shall be the exclusive responsibility of Buyer and FLIR makes no representation or warranty regarding the issuance of export licenses for the Goods.

15. SOFTWARE LICENSE. If Seller provides restricted software with the Goods, that restricted software is proprietary to Seller or Seller's suppliers. Seller grants Buyer a nonexclusive, perpetual license to use the software only on and in conjunction with the Goods. Buyer agrees that title remains with Seller (and its suppliers, if any) and Buyer shall not disassemble, decode, or translate the software, or copy or modify the software except for archival or back-up purposes as necessary for use on and with the Goods. Buyer will maintain all proprietary marks on software provided by Seller. Buyer may transfer this license if transferring the Goods also and if the transferee agrees to comply with the restrictions of this license. Upon such transfer, Buyer's license terminates and Buyer shall destroy all copies of the software and related documentation in Buyer's possession.

16. ASSIGNMENT. Buyer may not assign rights or delegate duties under this Contract without first obtaining written consent from the FLIR POC, which shall not be withheld unreasonably.

17. TRADEMARKS. Buyer agrees that it will not use any name or trademark of FLIR Systems, Inc. unless authorized in writing to do so by the FLIR POC.

18. U.S. TAXES. The prices stated are exclusive of any federal, state, municipal, or other government tax that may be imposed upon the production, storage, sale, transportation, or use of the products described herein. The Buyer shall pay such taxes applied directly to the sale and levied prior to shipment from FLIR's Plant, or in lieu thereof the Buyer shall provide a tax exemption certificate acceptable to the taxing authorities. Unless a state issued tax exempt certificate is presented at the time of order placement, sales tax will be applied when shipping product to the following states: AL, AZ, CA, CO, FL, GA, IL, IN, KY, MA, MD, MI, MN, MO, NC, NJ, NY, OH, PA, SC, SD, TN, TX, UT, VA, WA, and WI. Training is not taxable in any state. The U.S. Government is not taxable in any state. If taxable, Buyer shall include the appropriate amount and percentage on the Order for the Goods.

19. U.S. GOVERNMENT ACQUISITION REGULATIONS. When Buyer is a prime contractor or a subcontractor at a higher tier than FLIR for a U.S. Government prime contract, applicable Federal Acquisition Regulations and Defense Federal Acquisition Regulation Supplement clauses (collectively, FAR Clauses) may be incorporated into this Contract only if there are other FAR clauses that make the subject incorporation in this Contract mandatory. FLIR expressly rejects the incorporation of any FAR Clauses that do not meet the foregoing condition. In all incorporated FAR Clauses, the terms "Government" and "Contractor" shall be revised to identify properly the contracting parties under this Contract and effect the proper intent of the clause. Except with respect to termination for FLIR's default, Buyer shall exercise an incorporated FAR Clause against FLIR only if, and to the extent that, the subject FAR Clause is exercised against the Buyer by Buyer's customer.



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To: Public Safety Committee

Date: 12-18-07

From: Captain Ed Van Winkle, District 1 Commander

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