



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: 9/1/2020

\* = Mandatory, information must be provided

or Procurement Director Award ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

FLIR Surveillance, Inc. (Headquarters: Wilsonville, OR)

**\*Project Title/Description:**

FLIR Star SAFIRE 380HD Camera Systems and Accessories

**\*Purpose:**

Award: Purchase Order No. PO-PO-21-07. This contract is for a one-time award in the discrete amount of \$2,264,535.00 (including use tax). Two (2) used FLIR Star SAFIRE systems will be traded in for a credit value of \$300,000.00.

Administering Department: Sheriff

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. 20-158 is recommended to FLIR Surveillance, Inc., with which County has negotiated an acceptable agreement.

PRCUID: 382341

Attachment: Purchase Order

**\*Program Goals/Predicted Outcomes:**

To purchase two (2) new and one (1) refurbished infrared camera turrets for County's two (2) new Cessna 208 aircraft, and a spare unit to eliminate aircraft downtime during camera removal for third-party maintenance.

**\*Public Benefit:**

Enhanced intelligence, surveillance and reconnaissance capabilities for aerial law enforcement across Pima County.

**\*Metrics Available to Measure Performance:**

Department will monitor on-time delivery and billing to ensure contract compliance.

**\*Retroactive:**

No.

To: COB 8-18-20  
Ver: 1  
Pgs 18

**Contract / Award Information**

Document Type: PO Department Code: PO Contract Number (i.e., 15-123): 21-07  
 Commencement Date: 9/1/20 Termination Date: 11/30/20 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$\* 2,264,535.00 ☐ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: Certificates of Participation

Funding from General Fund? ☒ Yes ☐ No If Yes \$ \_\_\_\_\_ % 100

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Michael Warren CPPB, Procurement Officer MWarren Division Manager: Denise D. Waldo

Department: Procurement Director Mary Jo Furphy Telephone: 724-3730

Department Director Signature/Date: Byron Gwaltney BYRON GWALTNEY, CHIEF DEPUTY FOR SHERIFF NAJIB 8/14/20

Deputy County Administrator Signature/Date: \_\_\_\_\_

County Administrator Signature/Date: C. Decker 8/14/20

(Required for Board Agenda/Addendum Items)



# PURCHASE ORDER

## PIMA COUNTY, ARIZONA

PLEASE REFERENCE THIS PO NUMBER ON ALL INVOICES

PO No:21000000000000000007

PO Version: 1

Page: 1 of 2

S	PIMA COUNTY SHERIFF'S DEPARTMENT - MTL
H	MANAGEMENT UNIT
I	1505 E APACHE PARK PL
P	TUCSON AZ 85714
T	<b>Requested By:</b> BENJAMIN HILL
O	<b>Dept:</b> PO <b>Phone:</b> 9999999999

B	PIMA COUNTY FINANCE & RISK MANAGEMENT -
I	ACCOUNTS PAYABLE
L	PO BOX 791
L	TUCSON AZ 85701
T	
O	

V	<b>FLIR Surveillance Inc</b>	<b>Contact:</b> Jeff Glover
E	<b>27700 SW Parkway Ave</b>	<b>Phone:</b> 978-901-8200
N	<b>Wilsonville OR 97070</b>	<b>Email:</b>
D		<b>Terms:</b> 0.00 %
O		<b>Days:</b> 30
R		

<b>Issued By:</b> MICHAEL WARREN	<b>Total:</b> \$2,264,535.00
<b>Issued Phone:</b> 5207243730	<b>FOB:</b> FOB Dest, Freight Allowed
<b>Issued Email:</b> michael.warren@pima.gov	<b>Shipping:</b> Vendor Method
<b>Issued Date:</b> 08-12-2020	<b>Delivery:</b> Second Day
<b>PO Description</b> FLIR® Star SAFIRE 380-HD Camera Systems and Accessories	
<b>Modification Reason</b> This contract is for a one-time award in the discrete amount of \$2,264,535.00 (including use tax). Contractor will ship product via 2nd day freight as specified in Offer Agreement Section 8. DELIVERY.  Attachment: Offer Agreement	

This Purchase Order incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



## PURCHASE ORDER DETAILS

PO No:21000000000000000007

PO Version: 1

Page: 2 of 2

Line	Description	Line Subtotal					Delivery Date
1	Star SAFIR 380-HD TFU, 3290004-6035 (new)	\$1,617,000.00					10-30-2020
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	2.00000	EA	\$808,500.00				
2	Laser interlock unit (backlit-28v), 4127344-2 (no charge)	\$0.00					10-30-2020
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	2.00000	EA	\$0.00				
3	Universal Hand Control Unit, 3204853-10	\$31,500.00					10-30-2020
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	2.00000	EA	\$15,750.00				
4	Star SAFIRE 380-HD TFU, R3290004-XXX (refurbished)	\$495,000.00					09-30-2020
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	1.00000	EA	\$495,000.00				
5	Laser interlock unit (backlit-28v), 4127344 (included)	\$0.00					09-30-2020
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	1.00000	EA	\$0.00				
6	Universal hand control unit, R3204853-10 (included)	\$0.00					09-30-2020
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	1.00000	EA	\$0.00				
7	Freight, 2 day shipping	\$999.00					
	Quantity	UOM	Unit Price	Stock Code	VPN	MPN	
	3.00000	EA	\$333.00				

**OFFER AGREEMENT**

**1. INTENT: (AMENDED)**

This document is intended to establish a Purchase Order ("PO") to provide the Pima County Sheriff's Department with two new (2) Star SAFIRE 380-HD Camera Systems and Accessories and one (1) refurbished Star SAFIRE 380-HD Camera System and Accessories. County intends to trade in two (2) FLIR® Star SAFIRE III Cameras and Accessories as listed in Section 7. UNIT PRICES.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate in accordance Article 33. CANCELLATION of the Standard Terms and Conditions herein.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments*, *Instructions to Offerors*, *Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:**

The Purchase Order will document the term of the contract. County will make proposed extension or revisions to the contract through the issuance of a revised Purchase Order document setting forth the requested changes.

Contract revisions will occur through the issuance by County to Contractor of a revised Purchase Order document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

**4. PRODUCT SPECIFICATIONS & SCOPE:**

Contractor will provide County with two new (2) Star SAFIRE 380-HD Camera Systems with Accessories and one (1) refurbished system with accessories as specified in **EXHIBIT A – QUOTATION NO. SUR2006-27 (3 pages)**.

4.1. Contractor shall provide County with printed copies of, or on-line access to, camera operating and service manuals.

4.2. Contractor will provide three (3) days on-site training at no additional cost. County will select the site and give Contractor three (3) months notice to schedule classes. Contractor shall complete training within six (6) months of the date that cameras are installed.

4.3. County will ship trade-in items upon installation and acceptance of new cameras.

4.4. These commodities are controlled for export by the International Traffic in Arms Regulations (ITAR). They may not be resold, diverted, transferred to any foreign party or otherwise be disposed of, either in their original form or after being incorporated into other end-items without first obtaining approval from the U.S. Department of State.

**5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept an offer and execute this contract by issue of a PO (discrete requirement) to be effective on the document's date of issue without further action by either party. The Purchase Order will document the term of the contract and define the delivery dates for the items and/or services.

**Contractor must not supply materials or services that are not specified on the PO and are not documented or authorized the PO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented on the PO.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

**6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued Purchase Order will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

**7. COMPENSATION & PAYMENT:**

The PO issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors*, *Standard Terms and Conditions*, and Offer Agreement. Invoices must be commensurate with items and prices as listed. County will make no payments for items not in the contract.

**UNIT PRICES (Net 30 Day Payment Terms).**

ITEM #	PURCHASE ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	PURCHASE QTY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Star SAFIRE 380-HD TFU, 3290004-6035 (new)	2	EA	\$808,500.00	\$1,617,000.00
2	Laser Interlock Unit (Backlit-28V), 4127344-2 (no charge)	2	EA	\$0.00	\$0.00
3	Universal Hand Control Unit, 3204853-10	2	EA	\$15,750.00	\$31,500.00
4	Star SAFIRE 380-HD TFU, R3290004-XXX (refurbished)	1	EA	\$495,000.00	\$495,000.00
5	Laser Interlock Unit (Backlit-28V), 4127344 (included)	1	EA	\$0.00	\$0.00
6	Universal Hand Control Unit, R3204853-10 (included)	1	EA	\$0.00	\$0.00
7	Freight, 2-Day Shipping	3	EA	\$333.00	\$999.00
<b>FREIGHT TERMS: INCOTERMS-EXW SALES TAX: Do not add sales tax to unit price.</b>				<b>TOTAL BID AMOUNT</b>	<b>\$2,144,499.00</b>

ITEM #	TRADE-IN ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	TRADE-IN QTY	UOM	TRADE-IN VALUE \$	EXTENDED AMOUNT \$
1	FLIR Star SAFIRE III TFU, S/N# 341857	1	EA	\$150,000.00	\$150,000.00
2	Central Electronics Unit (CEU), S/N# 349799	1	EA	\$0.00	\$0.00
3	Star SAFIRE III Hand Controller, S/N# 343104	1	EA	\$0.00	\$0.00
4	FLIR Star SAFIRE III TFU, S/N# 341104	1	EA	\$150,000.00	\$150,000.00
5	Central Electronics Unit (CEU), S/N# 342103	1	EA	\$0.00	\$0.00
6	Star SAFIRE III Hand Controller w/cable, S/N# 349696	1	EA	\$0.00	\$0.00
<b>Trade-in items are in "GOOD" usable condition. TFUs are currently covered under FLIR Platinum DOM STAR III SMA on Pima County Master Agreement 17-203. Items will be returned in Hartig crates.</b>				<b>TOTAL TRADE IN VALUE</b>	<b>\$300,000.00</b>

**Trade-Ins.** Contractor shall issue a credit memo to Pima County Finance & Risk Management – Accounts Payable, PO Box 791 Tucson, AZ 85701, within thirty (30) days of receiving trade-in items. The credit memo shall reference the issued PO number and itemize all trade-in items by item name, serial number and trade-in value.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

**Price Warranty.** All prices shall remain firm and unchanged for the term of this contract, with the exception of any price changes, up or down, resulting from production change orders, which must be approved by County.

**Standard Payment Term Net (30)** is effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 Section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated PO to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

**Optional Early Payment Discount Percent:** \_\_\_\_ % if payment is tendered within \_\_\_\_ Days as indicated above.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's PO document.

All Invoice documents will reference the County's PO number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's PO document. **County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).**

#### **8. DELIVERY:**

Contractor will deliver new cameras and accessories within 60 days after receipt of order (ARO), and deliver the refurbished camera and accessories within 30 days ARO to the following address all for third-party installation on County aircraft. All deliveries will be shipped 2<sup>nd</sup> day freight.

Hangar One Avionics  
2026 Palomar Airport Road  
Carlsbad, CA. 92011

Upon delivery of new cameras, County will ship trade-in items to the same address for third-party decommissioning and return to Contractor for trade-in acceptance and credit processing.

#### **9. TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemizes them.

#### **10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFQ-PO-382341-NS/SS including the Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

#### **11. INSURANCE: (AMENDED)**

The Insurance requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

#### **Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

**Workers' Compensation (WC) and Employers' Liability** - Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

**Claim-Made Insurance Coverage** - If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

**Notice of Cancellation:** Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.

**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Pima County Procurement Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**12. PERFORMANCE BOND: N/A**

**13. ACKNOWLEDGEMENT of SOLICITATION AMENDMENT(S):**

Contractor acknowledges that it incorporates the following solicitation amendment(s) in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION: N/A**

**15. BID/OFFER CERTIFICATION:**

**CONTRACTOR LEGAL NAME:** FLIR Surveillance, Inc.

**BUSINESS ALSO KNOWN AS:** \_\_\_\_\_

**MAILING ADDRESS:** 27700 SW Parkway Ave

**CITY/STATE/ZIP:** Wilsonville OR 97070

**REMIT TO ADDRESS:** PO Box 414488

**CITY/STATE/ZIP:** Boston MA 02241-4488

**CONTACT PERSON NAME/TITLE:** Teri Pearson, Sr. Contracts Manager

**PHONE:** 571.309.3876 **FAX:** \_\_\_\_\_

**CONTACT PERSON EMAIL ADDRESS:** teri.pearson@flir.com

**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** Government-Contracts@flir.com

**CORPORATE HEADQUARTERS ADDRESS:** 27700 SW Parkway Avenue, Wilsonville OR 97070

**WEBSITE:** www.flir.com

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a MA document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

**SIGNATURE:** Timothy A. Durham **DATE:** Aug 7, 2020

Tim Durham, VP and General Manager, Sensors Systems

**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

**PHONE AND E-MAIL:** mobile: 571.309.3876 - email: teri.pearson@flir.com

**County Attorney Contract Approval "As to Form":**

**Stacey A. Roseberry** Digitally signed by Stacey A. Roseberry  
Date: 2020.08.11 11:43:29 -07'00'

Stacey A. Roseberry Date

Deputy County Attorney

**PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the **evaluation** process. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

**3. AWARD NOTICE:**

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein will govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION and APPLICABLE LAW:**

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY: (AMENDED)**

A. Limited Warranty. Unless superseded by individual goods warranty terms set forth in the Specifications, a warranty section of Contractor's website at [www.FLIR.com](http://www.FLIR.com), or in this Agreement, CONTRACTOR WARRANTS THAT FROM THE DATE OF DELIVERY AND FOR A PERIOD OF ONE YEAR, THE GOODS WILL CONFORM IN ALL MATERIAL RESPECTS TO ITS SPECIFICATIONS AT THE TIME OF SALE AND BE FREE FROM MATERIAL DEFECTS UNDER PROPER USE AND SERVICE IN ACCORDANCE WITH THE SPECIFICATIONS. "Specifications" means the specifications delivered to County with or in the Product and/or published on Contractor's website for the applicable version of the Product. County agrees that Specifications and other warranty information may be supplied only in the English language, unless otherwise required by local law without the possibility of contractual waiver or limitation.

This limited warranty extends only to County and is not transferable to any other party and any transfer made in violation of this provision shall be void. The warranty applies only to the unmodified portion of the Goods. County is responsible for the results obtained from the use of the Goods. County's sole remedy, and Contractor's sole liability, for any breach of the foregoing warranty shall be to replace or repair any part or parts (or redeliver services) which were delivered in breach of the foregoing warranty.

B. Warranty Exclusions and Disclaimers. CONTRACTOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF COUNTY HAS NOTIFIED CONTRACTOR OF ITS INTENDED USE FOR THE GOODS) OR NONINFRINGEMENT. CONTRACTOR FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY OF THE GOODS WHERE THE ALLEGED NONCONFORMITY IS DUE TO NORMAL WEAR AND TEAR, ALTERATION, MODIFICATION, REPAIR, ATTEMPTED REPAIR, IMPROPER USE OR STORAGE, IMPROPER MAINTENANCE, NEGLIGENCE, ABUSE, FAILURE TO FOLLOW ANY PRODUCT INSTRUCTIONS, DAMAGE (WHETHER CAUSED BY ACCIDENT OR OTHERWISE), VARIABLES OUTSIDE THE CONTROL OF CONTRACTOR, OR ANY OTHER IMPROPER CARE OR HANDLING OF THE GOODS CAUSED BY ANYONE OTHER THAN CONTRACTOR. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO COUNTY. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. COUNTY MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. "Variables" include operator skills, non- Contractor equipment used with the Goods, and environmental and climatic conditions.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement ("MA"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY: (AMENDED)**

On-time delivery of goods and services is an essential part of the consideration that County will receive.

A. Delays. Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Contractor shall notify County in writing of any anticipated delivery delays caused by the manufacture or production process to include mitigation strategies.

B. Method. Except as otherwise stated in the Acknowledgement, all goods are shipped Ex-Works (INCOTERMS 2010) Contractor's plant. Delivery shall occur, risk of loss shall pass and title (to the extent applicable) shall transfer to the County upon delivery of goods to the Ex-Works point ("Delivery"). All Delivery dates contained in the Acknowledgement are estimates and Contractor has no liability for any delay in Delivery.

C. Force Majeure: Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, war, riots, civil unrest, acts of terrorism, labor disputes or strikes; government embargos or other government actions affecting the supply chain, including power outages or transportation issues; epidemics and quarantines or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay. In the event of delay in performance due to a Force Majeure, the date of delivery or time for completion will be extended at least by the length of time lost due to such delay.

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INSPECTION: (AMENDED)**

Any goods failing to meet specifications will be governed by terms stated in Section 8 of these Standard Terms and Conditions.

**14. SHIPPING TERMS: (AMENDED)**

Both parties agree to shipping terms stated in Section 11. B of these Standard Terms and Conditions. Contractor will include such terms in its Unit Price proposal.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

**16. ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT: (AMENDED)**

Both parties agree with rights and remedies stated in Section 8 of these Standard Terms and Conditions.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

**19. COOPERATIVE USE OF RESULTING CONTRACT: (Not Applicable).**

**20. PATENT INDEMNITY: (AMENDED)**

With respect to the goods delivered under this contract, the Contractor shall defend the County against any claims, suits and actions against the County arising on account of any infringement or alleged infringement by Contractor's Product of a US Patent, trademark, copyright of a third party and indemnify the County, as applicable, for the cost of final award or settlement agreed to by Contractor, provided the County, as applicable, provides prompt written notice to Contractor of such claims, suits and actions and the sole control over the defense and settlement of same. The County will support and cooperate with Contractor in the defense and or settlement of any such claim, suit or action, at its own cost.

If the use or sale of the goods, in respect to which Contractor indemnifies the County is enjoined as a result of such action or proceeding, Contractor shall at its own expense, and its sole option, but only to the extent such expense is not an allowable expense, either procure for County the right to continue using the alleged infringing Goods, replace the infringing Goods with non-infringing Goods, or modify the Goods so that they become non-infringing. Except for the right to use the purchased Goods for their intended purpose, the sale of Goods by Contractor does not convey to the County or any other third party any rights or license, implied or otherwise, to any of Contractor's intellectual property.

Limitations on Indemnification: The Parties hereby acknowledge and agree that the foregoing provisions of this article 20 shall constitute the Parties' sole and exclusive remedies and liabilities with respect to breaches of intellectual property rights of any third party by Contractor Products and shall be subject to the liabilities limits and the exemptions thereto within this Purchase Order. The provisions of this article 20 shall prevail over any conflicting or inconsistent provisions set forth in this Purchase Order or otherwise provided by applicable law.

**21. INDEMNIFICATION: (AMENDED)**

Contractor will indemnify and defend, County, its officers, employees and agents from and against any suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, that result from injuries or deaths to any person or direct damages and/or losses to tangible property, which result in whole or are alleged to have resulted in whole from the gross negligent, intentional act or omission of Contractor with respect to the Contractor's Goods furnished to the County. Contractor will have no obligation to indemnify County against any claims or to perform any actions or obligations related to indemnification if and to the extent that the claim is directly attributable to the alteration or modification of the Goods after delivery by Contractor and such alteration or modification was not specified by Contractor.

**22. RESERVED: (AMENDED)**

**23. COMPLIANCE WITH LAWS: (AMENDED)**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

**24. ASSIGNMENT: (AMENDED)**

Neither party shall assigned or transfer its rights to the contract, in whole or in part, without prior written approval of the other party and any attempted assignment or transfer in violation of the foregoing will be null and void.

**25. CANCELLATION FOR CONFLICT OF INTEREST:**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**28. PUBLIC RECORDS: (AMENDED)**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

**29. NOTICES: (AMENDED)**

All notices under this Agreement must be sent by mail or email and addressed as set forth below:

Pima County  
Procurement Department  
150 W. Congress Ave, FL5  
Tucson, AZ 85701  
Email: maryjo.furphy@pima.gov

FLIR Surveillance, Inc.  
FLIR Legal  
27700SW Parkway Avenue  
Wilsonville, OR 97070  
Email: Government-Contracts@flir.com

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. CANCELLATION: (AMENDED)**

County may cancel an order prior to Contractor's Acknowledgement of the order, but cannot cancel an order following Contractor's Acknowledgement unless express written consent to such cancellation is provided by Contractor. Orders cancelled by County may be subject to a restocking fee up to 25% and any applicable material, labor, service, or other costs and fees, at Contractor's sole discretion. Contractor reserves the right, in its sole discretion, to decline or to cancel any order for any reason, including if appropriate authorization is not obtained from any governments exercising export authority, or as otherwise provided in Section 9, and FLIR shall have no liability to County in any way for any such cancellations.

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOKS AND RECORDS: (AMENDED)**

Contractor will keep and maintain proper and complete books, records and accounts pertaining to the performance of this contract (with the exception of trade secrets, or items deemed not directly related the performance of this contract), which will be open at all reasonable times for inspection and audit by a mutually agreed upon third party representative, under duty of confidentiality acceptable to Contractor authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**37. COUNTERPARTS:**

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

**39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**40. SUBCONTRACTORS: (AMENDED)**

Contractor is fully responsible for all acts and omissions of any its subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose the acts of such persons Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**42. RESERVED: (AMENDED)**

**43. CONTROL OF DATA PROVIDED BY COUNTY: (AMENDED)**

For those projects and contracts where County has provided data, which is labelled at the time of disclosure as "confidential" or bearing a similar legend, to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information data as confidential and will under no circumstances (other than may be required by law) release any such data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party

**44. ISRAEL BOYCOTT CERTIFICATION:**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

ADDITIONAL NEGOTIATED TERMS AND CONDITIONS

**45. LIMITATION OF LIABILITY:**

A. Except for liability for Contractor's obligation to indemnify Intellectual Property, regardless of the basis on which County is entitled to claim damages from Contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), FLIR's entire liability for all claims in the aggregate arising from or related to each Product purchased by Contractor, or otherwise arising, under this Agreement will not exceed the amount of actual direct damages up to the total amounts paid by County to Contractor for the Goods that is the subject of the claim. This limit also applies to Contractor, all Contractor's Affiliates and Contractors and is the maximum for which Contractor, its Affiliates and Contractors are collectively responsible. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR, ITS AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY: DAMAGES CLAIMS BY ANY THIRD PARTY, WHETHER OR NOT THE CLAIMS ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE; LOSS OF, OR DAMAGE TO, DATA; SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

B. Other Limits. The limitations and exclusions in this Section 45 apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, County shall not bring a legal action, regardless of form, for any claim arising out of or related to this Agreement more than two years after the cause of action arose; and, upon the expiration of such time limit, any such claim and all respective rights related to the claim lapse. County acknowledges and agrees that Contractor has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

**46. CONTRACT INFORMATION:**

County authorizes Contractor and its Affiliates (and their successors and assigns, contractors and business partners) to store and use County's contact information in connection with Contractor's sale, support and servicing of the goods, and for other lawful purposes.

**47. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS:**

A. General Obligations. County will comply, and will cause its directors, officers and employees (and any third-parties whose services are employed in furtherance of this Agreement) to comply with all laws, regulations and executive orders of the U.S. and all other countries applicable to its performance of this Agreement, including in connection with the sale, resale, delivery, or re-delivery of the Goods and information hereunder, including but not limited to the requirements of Arms Export Control Act (22 U.S.C. 2751-2794), the International Traffic in Arms Regulations ("ITAR") (22 C.F.R. 120 et seq.), the Export Administration Act of 1979 (50 U.S.C. 2401-2420), the Export Administration Regulations ("EAR") (15 C.F.R. 730-774), the Office of Foreign Assets Control ("OFAC") regulations (31 C.F.R. Chapter V), the Bureau of Alcohol, Tobacco, Firearms, and Explosives ("ATF") regulations (22 C.F.R. Parts 447, 478, 479, and 555), U.S. customs regulations (19 C.F.R. Part 4 to 199), antibribery laws, laws related to the protection of personal data, and all other applicable laws and regulations (collectively, "Laws"). In the event of a conflict between U.S. Laws and the Laws of any other jurisdiction, the Laws of the U.S. shall prevail regardless of the legality of such a transaction under local law.

B. Export, Import and Related Obligations. Contractor will make all reasonable efforts to obtain U.S. export authorizations in order to fulfill its obligations under this Agreement, but shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed despite reasonable efforts by FLIR.

Additionally, such delay, denial, revocation or nonrenewal shall not constitute a breach of this Agreement. FLIR shall have no obligation to deliver any Goods or information to County under this Agreement, except as permitted under Laws. FLIR reserves the right, in its sole discretion, to decline or to cancel the unshipped balance of any or all orders for any reason, including if appropriate authorization is not obtained from any governments exercising export authority, or for any violation or suspected violation of the terms of this Agreement or the Laws, and FLIR shall have no liability to County in any way for any such cancellations. County will promptly notify Contractor of any actual or suspected violation of applicable Laws related to the sale of Contractor Goods. County will ensure that it flows down the terms of this Section 9 into any agreements with third parties who may have access to FLIR Goods in County's custody. If any FLIR Product provided under this Agreement requires destruction after being transferred to County, County agrees to destroy the Product in accordance with all applicable Laws (including the terms and provisos of applicable U.S. government authorizations) and will ensure the safe and proper demilitarization, destruction and disposal of Goods and information once it is no longer required.

If permitted to resell in the Acknowledgement, County shall perform transaction due diligence on all proposed sales of FLIR Product at the time of resale or transfer to validate the legality of the proposed transaction under applicable Laws, and shall comply with all restrictions on sale contained in the Acknowledgement and this Agreement.

**C. Anti-bribery.**

The County agrees that neither it, nor any of its employees will, directly or indirectly, pay or offer to pay money or give anything of value to any foreign official in order to influence any action or decision for the purpose of obtaining or retaining business or securing any competitive advantage.

**48. INTERNAL AND OTHER USE:**

County represents and warrants that it intends to use the goods for its internal use and is not purchasing the goods with the intent to resell or distribute the goods, unless authorized by Contractor in the Acknowledgement.

**49. PURCHASE PRICE, TAXES, PAYMENT AND CREDIT:**

Except as otherwise stated in the Acknowledgement, prices are stated in United States of America ("U.S.") dollars. The purchase price includes the costs of standard packaging of the goods; but excludes: (a) transportation, customs duties, insurance or any other costs or fees that may apply to the sale and delivery of the goods; and (b) any federal, state, municipal or other governmental tax applicable to the sale of the goods to County, if any. All such taxes shall be in addition to the purchase price and be paid by County unless otherwise agreed to or required by law. County acknowledges and agrees that the full purchase price for the goods shall be due and payable thirty (30) days after receipt of invoice unless Contractor requires payment by letter of credit, in advance of delivery or on other terms. All past due payments bear interest at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less, on the unpaid balance. If County fails to timely pay the purchase price for any goods 30 days after receipt of invoice, or fails to perform any other of County's obligations hereunder, Contractor may, at its option, defer further shipments, revise its terms of payment, cancel the unshipped balance of the Agreement, and/or pursue any other remedy set forth in this Agreement or provided under law.

END OF ADDITIONAL NEGOTIATED TERMS AND CONDITIONS

**EXHIBIT A - QUOTATION NO. SUR2006-27**  
(3 pages)



**QUOTATION NUMBER SUR2006-27**

SURVEILLANCE.ORDERS@FLIR.COM

**FLIR SURVEILLANCE, INC.**  
27700 SW Parkway Avenue  
Wilsonville, OR 97070  
T: (503) 498-3547  
F: (503) 498-3904

**Date:** 8-Jun-2020  
**FLIR POC:** Brian Spillane  
**Phone:** 714-420-6940  
**Email:** brian.spillane@flir.com  
**Prepared By:** T. Lemmon



**Quote Prepared For:**  
Pima County Sheriff  
1750 E. Benson Highway  
Tucson, AZ 85714-1758

**Attn:** Sergeant Paul Hill  
**Phone:** 520-940-5125  
**Email:** Benjamin.Hill@sheriff.pima.gov

**End User:** Pima County Sheriff  
**Product:** Star SAFIRE 380-HD  
**Platform Type:** Cessna 206

ITEM	QTY	P/N	SYSTEM DESCRIPTION	UNIT LIST PRICE (US\$)	EXTENDED PRICE (US\$)
1	2	3290004-6035	Star SAFIRE 380-HD (TFU) Stabilized Turret FLIR Unit <ul style="list-style-type: none"> <li>• (MWIR) Medium Wave Infrared Camera, 1280P Native HD FPA</li> <li>• (HDEO) HD Color Camera w/ 5-FOV (1080P)</li> <li>• (HDLL) HD Low-Light Color Zoom Camera (30x)</li> <li>• Laser Range Finder (ESLRF)</li> <li>• (LP) Laser Pointer, Near-IR (150mW)</li> <li>• (IMU) GeoPoint Package: IMU</li> <li>• (AT) Automatic Video Tracker</li> <li>• Digital Image Blending</li> <li>• Operator Manual</li> <li>• 15 Month / 1000 Hour Warranty, Parts and Labor</li> <li>• Color: Black</li> <li>• Video Format: NTSC</li> </ul>	\$ 808,500	\$ 1,617,000
2	2	4127344-2	(LIU) Laser Interlock Unit (back lit - 28V)	N/C	N/C
3	2	3204853-10	(UHCU) Universal Hand Control Unit	\$ 15,750	\$ 31,500
<b>CREDITS</b>					
4	2	SSIII Trade-In	Trade-in Values for Star SAFIRE III SN's 341857 & 341104	\$ (150,000)	\$ (300,000)
<b>SHIPPING</b>					
5	2	FREIGHT	2-Day Shipping (Delivery to a US Address)	\$ 333	\$ 666
<b>NEW SYSTEMS TOTAL</b>					<b>\$ 1,349,166</b>



QUOTATION NUMBER SUR2006-27

SURVEILLANCE-ORDERS@FLIR.COM

FLIR SURVEILLANCE, INC.  
27700 SW Parkway Avenue  
Wilsonville, OR 97070  
T: (503) 498-3547  
F: (503) 498-3904

Date: 3-Jun-2020  
FLIR POC: Brian Spillane  
Phone: 714-420-6940  
Email: brian.spillane@flir.com  
Prepared By: T. Lemmon

## Quote Prepared For:

Pima County Sheriff  
1750 E. Benson Highway  
Tucson, AZ 85714-1758

Attn: Paul Hill  
Phone: 520-940-5125  
Email: Benjamin.Hill@sheriff.pima.gov

End User: Pima County Sheriff  
Product: Refurbished Star SAFIRE 380-HD  
Platform Type: Cessna 206

ITEM	QTY	PN	SYSTEM DESCRIPTION	UNIT LIST PRICE (US\$)	EXTENDED PRICE (US\$)
1	1	R3290004-XXX	Star SAFIRE 380-HD (TFU) Stabilized Turret FLIR Unit <ul style="list-style-type: none"><li>• (MWIR) Medium Wave Infrared Camera, 1280P Native HD FPA</li><li>• (HDEO) HD Color Camera w/ 5-FOV (1080P)</li><li>• (HDLL) HD Low-Light Color Zoom Camera (30x)</li><li>• Laser Range Finder (ESLRF)</li><li>• (LP) Laser Pointer, Near-IR (150mW)</li><li>• (CALI) Covert Active Laser Illuminator, Near-IR, 1W</li><li>• (IMU) GeoPoint Package: IMU</li><li>• (AT) Automatic Video Tracker</li><li>• Digital Image Blending</li><li>• Operator Manual</li><li>• 12 Month / 1000 Hour Warranty, Parts and Labor</li><li>• Color: Black</li><li>• Video Format: NTSC</li></ul>	\$ 495,000	\$ 495,000
2	1	4127344	(LIU) Laser Interlock Unit (back lit - 28V)	Included	Included
3	1	R3204853-10	Refurbished (UHCU) Universal Hand Control Unit	Included	Included
SHIPPING					
4	1	FREIGHT	2-Day Shipping (Delivery to a US Address)	\$ 333	\$ 333

REFURBISHED \$ 495,333  
SYSTEM TOTAL



QUOTATION NUMBER SUR2006-27

SURVEILLANCE-ORDERS@FLIR.COM

Page 3

<b>Pricing:</b>	This pricing is valid for Domestic end use only.
<b>Availability:</b>	The sale of refurbished units is subject to availability.
<b>Terms and Conditions:</b>	<del>This quote is offered based on acceptance of FLIR's Terms and Conditions of Sale <a href="http://www.flir.com/corporate/display/?id=83440">http://www.flir.com/corporate/display/?id=83440</a>.</del> <i>NOTE - This quote is subject to terms and conditions of this Offer Agreement.</i>
<b>Delivery:</b>	EXW: FLIR's plant. New Star SAFIRE 380-HD delivery is currently 45 days ARO. Refurbished Star SAFIRE 380-HD delivery is currently 30 days ARO.
<b>Validity:</b>	This quote is valid for 60 days from date of issue.
<b>Warranty:</b>	FLIR Surveillance, Inc. provides a 12-month warranty on FLIR remanufactured items. System accessories purchased for resale will carry the original equipment manufacturer's warranty. FLIR Surveillance, Inc. provides a 15 month warranty on new FLIR manufactured items. 15 months allows for 3 months of integration effort, followed by a 12 month warranty to end user. System accessories purchased for resale will carry the original equipment manufacturer's warranty. See Terms and Conditions for additional information.
<b>Scheduling Training:</b>	The FLIR Service Department requires a 3-month notice to schedule all training classes.
<b>Payment Terms:</b>	<del>Net-30 on approved credit.</del> <i>NOTE - Payment Terms in Offer Agreement Section 7. COMPENSATION &amp; PAYMENT apply. Credit approval not required.</i>
<b>Purchase Order:</b>	Please send your purchase order directly to: <a href="mailto:surveillance-orders@flir.com">surveillance-orders@flir.com</a> . FLIR SURVEILLANCE, INC. 27700 SW Parkway Avenue Wilsonville, OR 97070 Tel: (503) 498-3806 Fax: (503) 498-3904
<b>Export:</b>	These commodities are controlled for export by the International Traffic in Arms Regulations (ITAR). They may not be resold, diverted, transferred to any foreign party or otherwise be disposed of, either in their original form or after being incorporated into other end-items without first obtaining approval from the U.S. Department of State.

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