

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
REMOTEC, INC.**

This Linking Agreement (“Agreement”) is entered into as of this _____ day of _____, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and Remotec, Inc., a Tennessee corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On October 11, 2022, a member of the General Services Administration (GSA), entered into a contract with Contractor to purchase the goods and services described in the General Services Administration Federal Acquisition Service Authorized Federal Supply Schedule Catalog/Price List, Contract No. 47QSWA23D000C (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement.
 - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was October 11, 2022, until the date the contract terminates on October 10, 2027, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond October 10, 2042. The initial period of this Agreement is the period from the Effective Date of this Agreement until October 10, 2027.
 - B. The City may extend the term of this Agreement for two (2) one-year periods if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the

Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed four hundred thousand dollars (\$400,000) for the entire term of the Agreement (initial term plus any extensions).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People’s Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

10. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
11. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Chief of Police
6835 North 57th Drive
Glendale, Arizona 85301

and

Remotec, Inc.
353 JD Yarnell Industrial Parkway
Clinton, TN 37716

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

“Contractor”

Remotec, Inc.,
a Tennessee corporation

By: _____

Cynthia Williams
Name: Cynthia Williams
Title: Contract Administrator

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
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**EXHIBIT A
GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST, CONTRACT
NO. 47QSWA23D000C**

GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is <http://www.gsadvantage.gov>

CONTRACT NUMBER: 47QSWA23D000C

CONTRACT PERIOD: 10.11.22 – 10.10.27

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

CONTRACTOR: Remotec, Inc.
353 JD Yarnell Industrial Parkway
Clinton, TN 37716
865.269.1109 (P)
865.483.1426 (F)

CONTRACTOR'S ADMINISTRATION SOURCE: Stephanie Bailey, Stephanie.Bailey@peraton.com

BUSINESS SIZE: Other than Small Business

Socioeconomic Indicators: None

CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
334519	Bomb and Hazardous Material Disposal; Metal and Bomb Detection

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
(Government net price based on a unit of one)

CONTNUM	MFGPART	DESCRIPTION	GSAPRICE
47QSWA23D000C	B7055-0112	SHOULDER SCREW ALTER	\$14.00

HOURLY RATES: (Services Only) N/A

2. MAXIMUM ORDER*: \$250,000 per SIN/per order

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contactor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$1
4. GEOGRAPHIC COVERAGE: Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities.
5. POINT(S) OF PRODUCTION: Clinton, Anderson County, Tennessee
6. DISCOUNT FROM LIST PRICES: Prices are Net
7. VOLUME DISCOUNT(S): \$250,000-\$1,000,000: 2%; \$1,000,001-\$5,000,000: 3%; \$5,000,001+: 4%
8. PROMPT PAYMENT TERMS: Net 30 Days
- 9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.
- 9.b Government Purchase Cards are accepted above the micro-purchase threshold, accepted up to \$30,000.
10. FOREIGN ITEMS: None
- 11a. TIME OF DELIVERY: 140 DARO
- 11b. EXPEDITED DELIVERY: Consult with Contractor
- 11c. OVERNIGHT AND 2-DAY DELIVERY: Consult with Contractor
- 11d. URGENT REQUIREMENTS: Consult with Contractor
12. FOB POINT: Origin
- 13a. ORDERING ADDRESS: Same as contractor's address
- 13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
14. PAYMENT ADDRESS: Same as contractor's address
15. WARRANTY PROVISION: Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.
16. EXPORT PACKING CHARGES: N/A
17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: Accepted at or below and above the micro-purchase level, up to \$30,000.
18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A
19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A
20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A
22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A
23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A
- 24b. Section 508 Compliance for EIT: as applicable
25. DUNS NUMBER: 037915055
26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor is registered.
27. Open Market items will be clearly marked on all GSA quotes and invoices.

GSA NET PRICES

CONTNUM	MFGPART	MFGNAME	GSAPRICE
47QSWA23D000C	B7055-0112	REMOTEC, INC.	\$ 14.00
47QSWA23D000C	B7045-2417	REMOTEC, INC.	\$ 79.72
47QSWA23D000C	B7045-2418	REMOTEC, INC.	\$ 79.72
47QSWA23D000C	CON3108E24- 12SB	REMOTEC	\$ 129.27
47QSWA23D000C	D2450-1680	REMOTEC, INC.	\$ 134.66
47QSWA23D000C	B7045-8337	REMOTEC	\$ 232.70
47QSWA23D000C	B2461-5850	REMOTEC, INC	\$ 257.47
47QSWA23D000C	B7045-5850	REMOTEC, INC.	\$ 268.24
47QSWA23D000C	2470-7580	REMOTEC, INC	\$ 300.56
47QSWA23D000C	C7055-5170	REMOTEC, INC.	\$ 350.12
47QSWA23D000C	BRG-JU065CPO	REMOTEC, INC.	\$ 357.65
47QSWA23D000C	2470-3820	REMOTEC, INC	\$ 371.66
47QSWA23D000C	B7040-7020	REMOTEC, INC.	\$ 472.93
47QSWA23D000C	C7040-7030	REMOTEC, INC.	\$ 509.55
47QSWA23D000C	B7040-9585	REMOTEC, INC.	\$ 509.55
47QSWA23D000C	1100-3929	REMOTEC, INC	\$ 526.79
47QSWA23D000C	2463-XXXX	REMOTEC, INC	\$ 528.66
47QSWA23D000C	C7055-5550	REMOTEC, INC.	\$ 565.57
47QSWA23D000C	1100-7560	REMOTEC, INC	\$ 567.73
47QSWA23D000C	D7040-9570	REMOTEC, INC.	\$ 665.76

47QSWA23D000C	B3850-2008	REMOTEC, INC.	\$ 719.63
47QSWA23D000C	B2450-0150-1	REMOTEC, INC.	\$ 730.40
47QSWA23D000C	C7040-1601	REMOTEC, INC.	\$ 782.11
47QSWA23D000C	BATTERY- BB2590	REMOTEC, INC	\$ 798.27
47QSWA23D000C	D2450-1600	REMOTEC, INC.	\$ 808.96
47QSWA23D000C	7181-7590	REMOTEC, INC	\$ 890.91
47QSWA23D000C	C7057-0161	REMOTEC, INC.	\$ 901.68
47QSWA23D000C	C2460-0153	REMOTEC, INC.	\$ 942.62
47QSWA23D000C	C7055-3830	REMOTEC, INC	\$ 953.39
47QSWA23D000C	2470-3825	REMOTEC, INC	\$ 970.63
47QSWA23D000C	B7040-8126	REMOTEC, INC.	\$ 1,009.41
47QSWA23D000C	E3600-8106	REMOTEC, INC	\$ 1,044.96
47QSWA23D000C	2470-6220	REMOTEC, INC	\$ 1,104.21
47QSWA23D000C	2470-6230	REMOTEC, INC	\$ 1,104.21
47QSWA23D000C	2470-6250	REMOTEC, INC	\$ 1,104.21
47QSWA23D000C	2463-0153	REMOTEC, INC	\$ 1,137.61
47QSWA23D000C	1100-7660	REMOTEC, INC	\$ 1,147.30
47QSWA23D000C	D2450-5360	REMOTEC, INC.	\$ 1,180.02
47QSWA23D000C	C7045-7600	REMOTEC, INC	\$ 1,187.16
47QSWA23D000C	B7055-0155-1	REMOTEC	\$ 1,211.94
47QSWA23D000C	2470-5220	REMOTEC, INC	\$ 1,223.79
47QSWA23D000C	2470-3855	REMOTEC, INC	\$ 1,401.54
47QSWA23D000C	2470-6210	REMOTEC, INC	\$ 1,452.17
47QSWA23D000C	1100-2106	REMOTEC, INC	\$ 1,466.18
47QSWA23D000C	D7040-8325	REMOTEC, INC.	\$ 1,654.70
47QSWA23D000C	D7055-9620	REMOTEC, INC.	\$ 1,689.18
47QSWA23D000C	2470-3845	REMOTEC, INC	\$ 1,707.49
47QSWA23D000C	E7050-5800	REMOTEC, INC.	\$ 1,788.48
47QSWA23D000C	D7045-2726	REMOTEC, INC	\$ 1,861.54
47QSWA23D000C	C7040-3790	REMOTEC, INC.	\$ 1,873.39
47QSWA23D000C	2470-3807	REMOTEC, INC	\$ 1,896.01
47QSWA23D000C	D7056-7080-1	REMOTEC, INC.	\$ 2,046.83
47QSWA23D000C	D7056-7070-1	REMOTEC, INC	\$ 2,046.83
47QSWA23D000C	2470-6130	REMOTEC, INC	\$ 2,058.68
47QSWA23D000C	7057-7070-1	REMOTEC, INC	\$ 2,169.64
47QSWA23D000C	7057-7080-1	REMOTEC, INC	\$ 2,169.64
47QSWA23D000C	C2461-7585	REMOTEC, INC	\$ 2,226.74
47QSWA23D000C	2470-1650	REMOTEC, INC	\$ 2,246.13

47QSWA23D000C	D7056-7040-1	REMOTEC,INC.	\$ 2,370.02
47QSWA23D000C	D7050-6015-X	REMOTEC	\$ 2,446.50
47QSWA23D000C	D7050-8323	REMOTEC, INC	\$ 2,448.65
47QSWA23D000C	B3875-5130	REMOTEC, INC	\$ 2,512.21
47QSWA23D000C	7057-7040-1	REMOTEC, INC	\$ 2,512.21
47QSWA23D000C	2470-8200-1	REMOTEC, INC	\$ 2,688.89
47QSWA23D000C	C2455-3650	REMOTEC	\$ 2,958.21
47QSWA23D000C	D3860-1600	REMOTEC	\$ 3,001.30
47QSWA23D000C	2470-8080	REMOTEC, INC	\$ 3,261.76
47QSWA23D000C	E7055-6095	REMOTEC	\$ 3,845.88
47QSWA23D000C	E7055-6090	REMOTEC, INC	\$ 3,882.52
47QSWA23D000C	C3865-5030	REMOTEC, INC.	\$ 4,089.67
47QSWA23D000C	MAINTENANCE- 001	REMOTEC,INC.	\$ 5,925.04
47QSWA23D000C	1100-5070	REMOTEC, INC	\$ 6,976.46
47QSWA23D000C	2470-5070	REMOTEC, INC	\$ 7,395.53
47QSWA23D000C	E7056-2275	REMOTEC	\$ 8,385.54
47QSWA23D000C	2463-8150	REMOTEC, INC	\$ 9,695.52
47QSWA23D000C	2471-8700	REMOTEC, INC	\$ 9,855.11
47QSWA23D000C	2470-5000	REMOTEC, INC	\$ 15,868.33
47QSWA23D000C	C2461-0158	REMOTEC, INC.	\$ 16,756.69
47QSWA23D000C	MODULE-SENSE- 001	REMOTEC, INC	\$ 18,984.90
47QSWA23D000C	2463-8700	REMOTEC, INC	\$ 20,418.44
47QSWA23D000C	2470-8360	REMOTEC, INC	\$ 23,180.91
47QSWA23D000C	C7040-8330	REMOTEC, INC.	\$ 25,355.93
47QSWA23D000C	C2455-8330	REMOTEC	\$ 26,177.89
47QSWA23D000C	B2461-0164	REMOTEC, INC.	\$ 26,562.92
47QSWA23D000C	2463-0164	REMOTEC, INC	\$ 32,796.70
47QSWA23D000C	2463-8480-X	REMOTEC, INC	\$ 50,467.56
47QSWA23D000C	2470-8440-XXXX	REMOTEC, INC	\$ 51,559.80
47QSWA23D000C	C2456-8440-XXX	REMOTEC, INC	\$ 55,818.05
47QSWA23D000C	1100-0100	REMOTEC, INC	\$ 142,467.23
47QSWA23D000C	2463-0100	REMOTEC, INC	\$ 235,902.69
47QSWA23D000C	2470-0100	REMOTEC, INC	\$ 269,356.52

Contractor Information

(Vendors) [How to change your company information](#)

<p>Contract #: 47QSWA23D000C Contractor: REMOTEC, INC. Address: 353 JD YARNELL INDUSTRIAL PKWY CLINTON, TN 37716-4013 Phone: (865) 269-3781 E-Mail: STEPHANIE.BAILEY@PERATON.COM Web Address: http://www.peraton.com SAM UEI: Z8CARD7FXJ54 NAICS: 334519</p>	<p>Socio-Economic : Other Than Small Business</p> <p>Current Option Period End Date : Oct 10, 2027</p> <p>Ultimate Contract End Date : Oct 10, 2042</p>	<p>Govt. POC: Michael S Brown 817-850-8340 michael.s.brown@gsa.gov</p> <p>Terms & Conditions + Price List</p>
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Contract Clauses/Exceptions:
[View the specifics for this contract](#)

EPLS : Contractor not found on the Excluded Parties List System

Source	Title	Contract Number	Terms & Conditions / Price List	Current Option Period End Date	Ultimate Contract End Date	Category	View Catalog
MAS	Multiple Award Schedule	47QSWA23D000C	Terms & Conditions + Price List	Oct 10, 2027	Oct 10, 2042	334519 OLM	  

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**EXHIBIT B
Scope of Work**

Contractor will provide law enforcement solutions and security equipment, supplies, and services to include a bomb response robot, equipment, and warranty for EOD and SWAT.

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EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method and amount of compensation is in accordance with Section 3 of this Agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$400,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the GSA Cooperative Purchasing Agreement, Contract No. 47QSWA23D000C. See attached quote for additional information.



Print Date: 10/18/2024

REV: E

QUOTE Domestic

FROM:
 Peraton, Remotec, Inc.
 353 JD Yarnell Industrial Parkway
 Clinton, TN 37716
 Attn: Brad Callahan
 Phone: (865) 621-0391
 Fax: (865) 483-1426

TO: Glendale Police Department
 Sgt. Ron Swanson
 623-694-1488
 RSwanson@GLENDALEAZ.com

REMOTEC Reference No. 9106-A

Date: 10-15-2024

Terms: Net 30 Days

Delivery: Subject to Receipt of Order (Estimated to be 240 days after acceptance of order)

GSA Schedule #
47QSWA23D000C

This pricing valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS Spartan Vehicle Assembly Includes:	2463-0100	1	\$ 235,903	\$ 235,903
	- Position Feedback with User Presets				
	- Cameras				
	- Surveillance color camera with white light and IR LED's and Pan / Tilt (Continuous pan)				
	- Gripper palm camera				
	- Front and rear drive cameras				
	- Color arm camera				
	- Accessory Interface Mount (includes adapter for legacy accessories)				
	- Vehicle Battery Pack includes 9 BB2590 Batteries				
	- Tool Kit				
	- Pnuematic Wheel Kit		1		\$ -
	One Operation/Maintenance Manual (CD-ROM) (Included in Item 1)		1		
	6 Bay BB2590 Battery Charger Assembly (2 Included in Item 1)	CHGR-035	2		
	2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item 1) See Note (2)	TRAINING-001			
	2 Days Operator/Maintenance Training at Customer Facility See Note (3)	TRAINING-001	1	Get Separate Quote	
CONTROL SYSTEM					
<i>System requires OCU plus at least one Data Link for operation</i>					
2	Operator Control Unit Includes:	2463-8700-X	1	17490	\$ 17,490
	- Ruggedized Laptop with Touchscreen				
	- Docking Station				
	-2 BB2590 Battery	BATTERY-BR-BB2590			
	-Pelican Case				
3	Andros Controller (Remotec Xbox)	2470-8080	1	\$ 3,262	\$ 3,262

4	Andros Switchbox	2463-8150		\$ 9,696	\$ -
DATA LINK OPTIONS					
5	Radio Control Assembly, (Includes case) (Requires video frequency prior to production)	2463-8480-X		\$ 50,468	\$ -
6	Fiber Optic Cable Reel Assembly (1200 ft.) (Includes case)	C2455-8330		\$ 26,178	\$ -
	Case for Fiber	CASE-004			
7	Spare Spool of Fiber Optic Cable (1200 ft.)	D7050-8323		\$ 2,449	\$ -
8	Spartan PS MPU5 Radio Assembly S-Band (Set of 2 and includes integration kit)	2470-8800-21	1	\$ 46,664	\$ 46,664
9	Spartan MPU5 Integration Kit Only (does not include radio)	2470-8800-X1		\$ 5,156	\$ -
10	Range Extender for MPU5 Radio Assembly	TBD			\$ -
11	PS MPU5 Single Handheld Kit (S-Band)	2470-8802		\$ 17,916	\$ -
12	Enet to RJ45 Programming Cable	CBL-DATA-2001		\$ 842	\$ -
13	Stereo Headset ith Dual PTT Coonector Lefthand	HEADSET-PS-075-L		\$ 4,122	\$ -
14	Stereo Headset ith Dual PTT Coonector Rht hand	HEADSET-PS-075-R		\$ 3,872	\$ -
15	MPU5 Pouch MOLLE	POUCH-MPU5		\$ 366	\$ -
16	PTT, Clip, Cables Kit	RELAY-WR-PS-03		\$ 4,716	\$ -
17	BAT-06	BATTERY-BAT-06		\$ 764	\$ -
18	BAT-11 Charger	CHGR-BAT-11		\$ 1,363	\$ -
19	Radio V-Lock Mount	ACC-MNT-MPU5-001		\$ 265	\$ -
20	Radio V-Lock Mount	ACC-MNT-MPU5-003		\$ 579	\$ -
AUDIO/VIDEO OPTIONS					
21	Camera Pan/Tilt Assembly (Can Be Used On Arm)	2463-5000	1	\$ 15,908	\$ 15,908
22	Camera Sighting Kit Assembly	2470-3825	1	\$ 971	\$ 971
23	Laser Assembly	2471-5172	2	\$ 505	\$ 1,010
24	Laser Filter Assembly	C7055-3830		\$ 953	\$ -
25	Gripper Held Search Camera	B3875-5130		\$ 2,512	\$ -
26	Thermal Imager Kit	2463-5375	1	\$ 6,994	\$ 6,994
27	High Intensity Light Assembly (includes battery & charger)	2470-3845	1	\$ 1,707	\$ 1,707
28	24" Touch LED Monitor	MONITOR-15		\$ 1,191	\$ -
TOOLS					
29	Receiver Grip Assy. (Gripper Block)	B2461-5850		\$ 257	\$ -
30	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	2470-3807	1	\$ 1,896	\$ 1,896
31	Contamination Smear Assembly (For swab sampling)	C7045-7600		\$ 1,187	\$ -
32	Dual Pan Disrupter Mount Assembly	2470-5220	1	\$ 1,224	\$ 1,224
33	PAN Disrupter	DISRUPTER-003**		\$ 4,150	\$ -
34	PAN Disrupter Kit With Aluminum Stand	DISRUPTER-004-A**		\$ 7,092	\$ -
35	PAN Disrupter, T3, Titanium	DISRUPTER-005**		\$ 5,443	\$ -
36	PAN Disrupter Electric Breach	BRCH-ELEC-KIT-PAN		\$ 4,437	\$ -
37	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	2470-6130		\$ 2,059	\$ -
38	Shock Tube Initiator, Two Channel	INIT-2CH-FX		\$ 2,416	\$ -
39	Shock Tube Initiator, Four Channel	INIT-4CH-FX	1	\$ 3,429	\$ 3,429
40	37mm and 40 mm Breacher Mount Assembly	E7055-6090		\$ 3,883	\$ -
41	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**		\$ 6,194	\$ -

42	Breacher, GL65, 40 mm, rifled barrel (long cartridge)	BR-GL65-40MM**		\$ 5,922	\$ -
43	Breacher-L6-37mm, smooth bore	BR-L6-37MM**		\$ 4,877	\$ -
44	Breacher-L8-37mm, smooth bore (long cartridge)	BR-L8-37MM**		\$ 5,026	\$ -
45	BR-SL65-37mm (Sage or Arwen Ammo only)	BR-SL65-37MM**		\$ 3,457	\$ -
46	Electric Breach T3 Disrupter	BREACH-ELECT-T3		\$ 3,817	\$ -
47	Picatinny Rail Claw Assembly	D7045-2726		\$ 1,862	\$ -
48	Picatinny Rail Cable Cutter Assembly	C7040-7030		\$ 510	\$ -
49	Circular Saw Assembly (Battery included)	7057-7070-1		\$ 2,170	\$ -
50	Reciprocating Saw Assembly (Battery included)	7057-7080-1		\$ 2,170	\$ -
51	Drill Assembly (Battery included)	7057-7040-1		\$ 2,512	\$ -
52	Charge Dropper	2470-3830		\$ 1,035	\$ -
53	BLOCK ACCESSORY TOOL SYSTEM	BATS3-REM-ANDROS		\$ 9,112	\$ -
54	Ideal Mini Gander	MINIGANDER		\$ 7,779	\$ -
55	Power Hawk Assembly	2471-7500		\$ 50,433	\$ -
	Includes the following:				
	- Power Hawk Unit	POWERHAWK-004			
	- Power Hawk Kit				
	- Case For Power Hawk	CASE-024			
56	Drawbar Package (Does NOT include receiver hitch)	C2461-7590		\$ 842	\$ -
57	Ideal Electric release HEADD Hitch (Requires Drawbar Package)	HITCH-001		\$ 2,219	\$ -
58	Receiver Hitch Kit	2455-7580	1	\$ 572	\$ 572
59	Water Disrupter Deployer Kit	C2461-7585		\$ 2,227	\$ -
60	Kinova Remote Robotic Manipulator	KRX52		\$ 66,341	\$ -
61	Kinova Integration Kit	2461-2500		\$ 3,758	\$ -
62	Spare Parts Kit (per robot)	2463-0164		\$ 32,797	\$ -
63	Spare BB2590 Batteries for vehicle and OCU	BATTERY-BR-BB2590	11	\$ 808	\$ 8,886
64	Spartan Arm and Chassis Service Kit	2463-0153	1	\$ 1,138	\$ 1,138
65	Second Year Extended Warranty Contract	MAINTENANCE-001		\$ 5,925	\$ -
66	Third Year Extended Warranty Contract	MAINTENANCE-001		\$ 5,925	\$ -
67	Fourth Year Extended Warranty Contract	MAINTENANCE-002		\$ 7,587	\$ -
68	Fifth Year Extended Warranty Contract	MAINTENANCE-002		\$ 7,587	\$ -
69	Sixth Year Extended Warranty Contract	MAINTENANCE-003		\$ 8,667	\$ -
70	Five Years of Extended Warranty (Years 2 through 6)	MAINTENANCE-005		\$ 30,181	\$ -
Subtotal					\$ 347,055
Subtotal (Total From Misc. Items) (See attachment if greater than 0)					\$ 9,283
NG & FREIGHT					
71	Customer Pick-up				
72	Packaging in Reusable Shipping Crate	CRATE-006	1	\$ 1,717	\$ 1,717
73	Ship Items	FREIGHT	1	\$ 1,216	\$ 1,216
Shipping & Handling Subtotal					\$ 2,933
Other charges/discounts					\$ -
TOTAL Sale Price					\$ 359,271
1	Ship Items	FREIGHT			\$ -
Shipping & Handling Subtotal					
Other charges/discounts					\$ -
TOTAL Sale Price					\$ 359,271

** This item requires the customer to obtain the required ATF/FCC Licensing, which may result in product and/or delivery delays. Remotec is not responsible for any delays including delivery as a result of any ATF or FCC licensing requirement

- 1.) Prices are based upon acceptance of Remotec's Terms and Conditions (attached). Any deviation from these conditions
- 2.) Pricing does not include any taxes, fees, or other related items unless specifically called out.
- 3.) Customer is responsible for all import and export taxes from origin to destination

NOTE: Acceptance of order may be delayed with negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.

Business Management Approval	Contracts Approval
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INC. - DOMESTIC

FROM: Peraton, Remotec, Inc.
 353 JD Yarnell Industrial Parkway
 Clinton, TN 37716
 Attn: Brad Callahan - bradley.callahan@peraton.com
 Phone: (865) 483-0228
 Fax: (865) 483-1426

TO: Glendale Police Department
 Sgt. Ron Swanson
 623-694-1488
 RSwanson@GLENDALEAZ.com

REMOTEC Reference No. 9106-A

Date: 10/15/2024

Terms: Net 30 Days

Prices are F.O.B. Origin
 Clinton, TN

Delivery: 240 days or less
 After Acceptance of Order
**(For Multi-Vehicle Orders
 Check With Sales Dept.)**

This pricing is valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	2 Days Operator/Maintenance Training at Customer Facility See Note (3)	TRAINING-001	1	\$ 5,259	\$ 5,259.00
2	SPARE Articulator Track	2463-1013-FT	4	\$ 608.00	\$ 2,432.00
3	SPARE Drive Tracks (2 tracks = one full set)	B2400-1013-FT	4	\$ 293.00	\$ 1,172.00
4	SPARTAN Wheel Assy. (Tire, Tube and Rim) R	2463-0113	1	\$ 135.00	\$ 135.00
5	SPARTAN Wheel Assy. (Tire, Tube and Rim) L	2463-0114	1	\$ 135.00	\$ 135.00
6	Razor X Box Controller	Controller-002	1	\$ 150.00	\$ 150.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

TOTAL COST \$ 9,283.00

- (1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.
- (2) Additional pricing available upon request for off-site training at customer's facility.
- (3) Please see REMOTEC's terms and conditions for details on our 1 year limited warranty. Extended Service contracts are available. Please see the Extended Service Tab for details of coverage.
- (4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached). Any deviation from these conditions may result in a price increase.
- (5) Remotec reserves the right to substitute the latest production part for items purchased. This may be equal or substantially better than the part shown as ordered.
- (6) Training included in Robotic unit purchases expire if unused one year from delivery date of the Robotic unit.
- (7) Multiunit sales will earn training classes based on the formula of one free class for every five units purchased (rounded up)

NOTE: "Acceptance of order may be delayed while negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.

REMOTEC®

DOMESTIC SALES TERMS AND CONDITIONS

A. DEFINITIONS

"Seller" means REMOTEC, Inc.

"Buyer" means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

B. ACCEPTANCE/AGREEMENT

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

C. LIMITED WARRANTY

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after being shipped (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment to the extent-delineated hereinabove, but in no event to include computer software.

The product may contain reconditioned material. Reconditioned material meets or exceeds all required specifications and is fully covered under the product warranty.

If the repair, correction or replacement of work, or equipment is not within the scope of this clause, then Seller shall require a separate purchase order from the Buyer perform the work.

The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, specifically the REMOTEC® ANDROS Robot. Warranties, if any, associated with all other products are exclusively and expressly limited to those warranties provided by the manufacturers of such products which are by their terms available to Seller's customers.

The installation or use of any third-party accessory, assembly, radio and or tool not tested and approved by Seller's for use on Seller products will cause the warranty on the Seller's products to be voided.

THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

D. CANCELLATION/TERMINATION

Contract may be terminated at any time by either Party by providing a 90-day written notice of termination. As such, the Contract shall terminate with no further financial obligation of the Customer with respect to payment of obligation due after 90 days from the date of such notice.

E. PROPRIETARY INFORMATION

All drawings, diagrams, specifications, and other materials furnished by Seller and identified as proprietary, relating to the use and service of articles furnished hereunder and the information therein, are proprietary to Seller (or in cases where Seller is acting as a reseller, such information is proprietary to the OEM). Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. Seller will treat drawings, specifications, or data furnished by Buyer in connection with this order as proprietary, when identified as such, in connection with this purchase.

F. DELIVERY/ACCEPTANCE

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage, or consequential damages due to delay.

G. CLAIMS/NOTICE OF DEFECTS

Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

H. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.



DOMESTIC SALES TERMS AND CONDITIONS

I. PAYMENT TERMS

Domestic:

For purchase orders less than a \$100K, payment terms are net 30 days upon receipt of invoice.

For purchase orders greater than \$100K, Buyer has two options for payment and must select one upon Seller's receipt of the order.

Option 1: 60% of contract value due upon receipt of contract and the remaining 40% due within 30 days after the entire order is completed and shipped.

Option 2: Upon successful inspection of **each** completed product (robot, radio, camera, laser assembly, disruptor, etc.) at Seller's location, invoice will be submitted to the Buyer for payment due within 30 days.

Seller reserves the right to assess late charges on US accounts due past 30 days at the rate of 18% per annum except to the extent restricted by applicable law. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of \$50.00 per month per vehicle, or \$50.00 per month per other end item, and assess late charges in accordance with those terms as stipulated herein.

International:

All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller. If a Reseller, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than \$1,000 US. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

K. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

L. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount, which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

O. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

P. SHIPPING POINT

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

Q. BUYER'S RESPONSIBILITIES

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

Buyer shall be solely responsible for the proper training of personnel, use of all products and shall properly train its operators in the safe use of all products. Seller will not be liable for any damages and improper training of the product, and Buyer hereby agrees to indemnify, defend, and hold harmless Seller from any and all claims, liability, loss, or damage, resulting from the use of any item purchased by Buyer, its officers, directors, employees, subcontractors, agents or any third party. Should the Agency want to liquidate the asset, Buyer will work with the Seller to remove proprietary and ITAR/EAR controlled items.



DOMESTIC SALES TERMS AND CONDITIONS

Buyer may not resell items purchased from Remotec, nor may it pledge any such items as collateral to secure a third-party loan or other financing, without Seller's prior written consent.

R. INDEMNIFICATION FOR USE

Each Party shall be responsible for and bear the costs of all claims including third party claims, liabilities, losses or damages, arising from their respective negligent or intentional acts or omissions under the Order or use of product(s) delivered under the Order.

S. EXPORT

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.

T. TITLE AND RISK OF LOSS

Title to all equipment provided hereunder shall pass to Customer upon payment of all amounts due PERATON under this Agreement. Risk of loss shall be borne by PERATON until delivery to the Customer's site. Customer shall pay any personal property taxes, which may be assessed on the equipment beginning at the time of purchase.