



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 12/17/24

* = Mandatory, information must be provided

or Procurement Director Award:

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

Remotec Inc (Headquarters: Clinton, TN)

***Project Title/Description:**

Peraton Remotec Spartan Robotic Upgrade Platform

***Purpose:**

Award: Purchase Order No. PO2400015213. This contract is for a one-time award in the discrete amount of \$288,000.00 (including sales tax).
Administering Department: Sheriff's Department.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.050 Sole source procurement, award of Requisition No. RQ2400006407 is recommended to Remotec Inc, which has accepted the terms of the County's Sole Source Procurement Agreement.

RQID:2400006407

Attachment: Sole Source Procurement Agreement

***Program Goals/Predicted Outcomes:**

The robots utilizing this platform are utilized to safely examine, render safe, and dispose of hazardous devices and are deployed in high-risk, crisis situations without exposing officers to lethal hazards. This platform will support four law enforcement agencies in metropolitan Tucson, two Native American locations with large public venues, all Federal agencies acting locally, passenger and freight operations at the Tucson International airport, Lukeville Port of Entry, and will be the closest capable platform to the Nogales Port of Entry.

***Public Benefit:**

The ability to safely examine, render safe, and dispose of hazardous devices allows us to keep innocent and uninvolved citizens safe in life threatening situations.

***Metrics Available to Measure Performance:**

Deployment statistics are kept for efficient and effective operation of the robotic platform and its capabilities.

***Retroactive:**

No.

TO: COB 12/2/2024
VERSION I
17 PAGES

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: PO Department Code: PO Contract Number (i.e., 15-123): PO2400015213
Commencement Date: 12/17/24 Termination Date: 12/16/25 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 288,000.00 (including sales tax) * Revenue Amount: \$

*Funding Source(s) required: General Fund

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 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: Procurement Officer: Mark Koskiniemi Digitally signed by Mark Koskiniemi Date: 2024.11.26 16:17:04 -07'00' Acting Division Manager: Troy McMaster Digitally signed by Troy McMaster Date: 2024.11.26 16:37:46 -07'00'

Department: Acting Procurement Director: Ana Wilber Digitally signed by Ana Wilber Date: 2024.11.26 16:37:46 -07'00' Telephone: 5207243760

Department Director Signature: Chris Nanos Digitally signed by Chris Nanos Date: 2024.11.27 11:06:34 -07'00' Date: 11-27-2024

Deputy County Administrator Signature: Date: 11-27-2024

County Administrator Signature: Date: 11-27-2024

Pima County Procurement Department

Administering Department: Pima County Sheriff's Department

Project: Peraton Remotec Spartan Robotic Upgrade Platform

Contractor: Remotec Inc
353 JD Yarnell Industrial Parkway
Clinton, TN 37716

Amount: \$288,000.00 (including sales tax)

Contract No: PO-2400015213

Funding: General Funds

SOLE SOURCE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

1.1. Parties.

This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and Remotec Inc ("Contractor").

1.2. Purpose.

The Pima County Sheriff's Department requires a vehicle borne improvised explosive device capable robotic platform. This platform is required to maintain our FBI Bomb Squad accreditation and will replace our current 15-year-old platform and enhance the abilities of the Bomb Squad. This Peraton Remotec Spartan Robotic Upgrade will reuse the existing chassis and radio system of our current robots when building the new platform creating substantial cost savings.

1.3. Authority.

County selected Contractor pursuant to Pima County Procurement Code 11.12.050.

2. Term.

2.1. Initial Term.

The term of this Contract commences on December 17, 2024 and will terminate on December 16, 2025 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

2.2. Extension Options.

An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services.

Contractor will provide County with the services described in **Exhibit A** (7 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Contractor must comply with all requirements and specifications of the Contract.

4. Order of Precedence.

In the event of conflicting terms between this Contract and **Exhibit A**, the terms of this Contract shall prevail, irrespective of any language in **Exhibit A** to the contrary.

5. Compensation and Payment.

5.1. Rates; Adjustment.

County will pay Contractor at the rates set forth in **Exhibit A** (7 pages). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

5.2. Maximum Payment Amount.

County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$288,000.00 (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

5.3. Sales Taxes.

The payment amounts or rates in **Exhibit A** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

5.4. Timing of Invoices.

Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit A**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

5.5. Content of Invoices.

Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

5.6. Invoice Submittal.

AP@sheriff.pima.gov

Subject Line: PO# for PO-2400015213

5.7. Invoice Adjustments.

County may, at any time during the Term and during the retention period set forth in Section 24 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. Insurance.

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, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

6.1. Minimum Scope and Limits of Insurance.

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect

Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

6.1.1. Commercial General Liability (CGL).

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

6.1.2. Business Automobile Liability.

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

6.1.3. 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. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

6.1.4. Professional Liability (E&O Insurance).

This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

6.2. Additional Insurance Requirements.

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

6.2.1. Claims Made 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.

6.2.2. Additional Insured Endorsement.

The General Liability and Business Automobile Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

6.2.3. Subrogation Endorsement.

The General Liability, Business Automobile Liability, and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of County, and

its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.2.4. Primary Insurance Endorsement.

The policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.2.5. Subcontractors.

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

6.3. 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 must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

6.4. Verification of Coverage.

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.

6.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.

6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.

6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents.

All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. 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 the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

6.5. Approval and Modifications.

County's 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. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from

the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

7. Indemnification.

7.1. Contractor Indemnification.

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

7.2. County Indemnification.

County is not permitted to offer indemnification, therefore any such requirement in the **Exhibit A** is hereby null and void.

8. NON-WAIVER OF LIABILITY.

COUNTY AS A PUBLIC ENTITY SUPPORTED BY TAX MONIES, IN EXECUTION OF ITS PUBLIC TRUST, CANNOT AGREE TO WAIVE ANY LAWFUL OR LEGITIMATE RIGHT TO RECOVER MONIES LAWFULLY DUE IT. THEREFORE, VENDOR AGREES THAT IT WILL NOT INSIST UPON OR DEMAND ANY STATEMENT WHERE COUNTY LIMITS OR WAIVES ANY RIGHT COUNTY MIGHT HAVE TO RECOVER ACTUAL LAWFUL DAMAGES IN ANY COURT OF LAW UNDER APPLICABLE ARIZONA LAW, EXCEPT TO THE EXTENT PERMITTED BY LAW. ANY LANGUAGE IN THIS AGREEMENT TO THE CONTRARY IS HEREBY NULL AND VOID..

9. Laws and Regulations.

9.1. Compliance with Laws.

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders. Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

9.2. Licensing.

Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

9.3. Choice of Law; Venue.

The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

10. Independent Contractor.

Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by

Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

11. Subcontractors.

Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. 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.

12. Assignment.

Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

13. Non-Discrimination.

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will 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.

14. Americans with Disabilities Act.

Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

15. Authority to Contract.

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

16. Full and Complete Performance.

The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, 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.

17. Cancellation for Conflict of Interest.

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

18. Termination by County.

18.1. Without Cause.

County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

18.2. With Cause.

County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

18.3. Non-Appropriation.

Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

19. Notice.

Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County
Terri Spencer, Procurement Director
Pima County Procurement Department
150 W Congress, 5th Floor
Tucson, AZ 85701
520.724.3722 terri.spencer@pima.gov

Contractor
Brad Callahan, Manager Andros Sales
Remotec Inc
353 JD Yarnell Parkway
Clinton, TN 37716
865.621.0391 Bradley.callahan@peraton.com

20. Reserved.

21. Remedies.

Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

22. Severability.

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

23. Use of County Data.

Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

24. Books and Records.

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

25. Public Records.

25.1. Disclosure.

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

25.2. Records Marked Confidential; Notice and Protective Order.

If Contractor reasonably believes that any documents submitted to County 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.

Contractor agrees to waive confidentiality of any price terms.

26. Legal Arizona Workers Act Compliance.

26.1. Compliance with Immigration Laws.

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 41-4401 (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

26.2. Books & Records.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

26.3. Remedies for Breach of Warranty.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

26.4. Subcontractors.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 26 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

27. Reserved.

28. Written Orders.

County will order products or services under this Contract by issuing a Purchase Order (PO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a PO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a 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 other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

29. Counterparts.

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

30. 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. The 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.

31. Forced Labor of Ethnic Uyghurs.

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) 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. If Contractor becomes aware during the term of the Contract that the Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

32. Heat Injury and Illness Prevention and Safety Plan.

Pursuant to Pima County Procurement Code 11.40.030, Contractor hereby warrants that if Contractor's employees perform work in an outdoor environment under this Contract, Contractor will keep on file a written Heat Injury and Illness Prevention and Safety Plan. At County's request, Contractor will provide a copy of this plan and documentation of heat safety and mitigation efforts implemented by Contractor to prevent heat-related illnesses and injuries in the workplace. Contractor will post a copy of the Heat Injury and Illness Prevention and Safety Plan where it is accessible to employees. Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract complies with this provision.

33. Amendment.

The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

34. Entire Agreement.

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

SIGNATURE PAGE TO FOLLOW

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Sole Source Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

Pima County

Remotec Inc

Chair, Board of Supervisors



Authorized Officer Signature

Date

11/26/2024

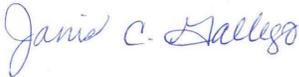
Date

ATTEST

Clerk of the Board

Date

Pima County Attorney's Office – As To Form



Deputy County Attorney

11/26/2024

Date

Approved as to Content



Department Head

11/27/2024

Date



REMOTEC, INC. SERVICE DEPARTMENT QUOTE

353 J.D. Yarnell Pkwy
 Clinton, TN 37716
 Phone: (865) 621-0391
 Fax: (865)
 E-mail: bradley.callahan@peraton.com
Attn: Brad Callahan

CMPNY: Pima County Sheriff's Office
ATTN: Deputy Jeffery Craven
ADDR:

1650 E Benson Hwy
 Tucson AZ. 85714

PHONE: (520)351-6393
FAX:
Email: Jeffrey.craven@sheriff.pima.gov

Date: 10-14-2024

Terms: Net 30 Days

Prices are F.O.B. Clinton, TN

Delivery: TBD at the time of order

This pricing is valid for 90 days.

ROBOT MODEL: F6B To Spartan Upgrade
ROBOT S/N: FB19236-01Y000916

QUOTE #: 9062-2

RMA#

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
	Upgrade F6 SN:	E2461-0100	1		
	F6B to Spartan Vehicle Upgrade				
A	F6 TO SPARTAN UPG - RECEIVE, EVAL TEARDOWN				\$ -
		LABOR2	7	\$ 162.00	\$ 1,134.00
					\$ -
B	Refurb Chassis Components (Lift and Drive Motor/Gear Package)				\$ -
B1	UPG DRIVE MOTORS - PARTS AND LABOR	LABOR2	2	\$ 162.00	\$ 324.00
1	SERVICE GEARS				\$ -
					\$ -
	If the robot is not F6B then add:				\$ -
1	Drive Motor Connector (2 required)	CON-HDP26-18-6SN		\$ 21.00	\$ -
2	Drive motor Circuit Breaker (2 required)	CCTBKR-100A		\$ 63.00	\$ -
3	Amplifier Connector (2 required)	CON-HDP24-18-6PN		\$ 15.00	\$ -
					\$ -
B2	LIFT PACK UPG - PARTS AND LABOR	LABOR2	2	\$ 162.00	\$ 324.00
1	SERVICE GEARS				\$ -
B3	IF THE F6 WAS BUILT AFTER AUG 2013, INCLUDE THE PART BELOW:				\$ -
1	Articulator Motor (2 required)	2463-1064		\$ 1,574.00	\$ -
	If the robot is not F6B then add:				\$ -
1	Lift Drive Plate Assembly (2 required)	B2455-1005		\$ 552.00	\$ -
2	Lift Bearing Plate (2 required)	C2457-1037		\$ 154.00	\$ -
3	Membrane Pot (2 required)	2463-1030		\$ 133.00	\$ -
4	Wiper Plunger (2 required)	2470-1076		\$ 45.00	\$ -
5	Wiper mount block (2 required)	2463-1077		\$ 53.00	\$ -

6	Spring Retainer (2 required)	2463-1078		\$ 30.00	\$ -
7	LED Lamp Assembly for P/T (requires item 8)	C3865-3620		\$ 1,944.00	\$ -
8	LED Lamp Bracket	B3865-0183		\$ 43.00	\$ -
C	Spartan Vehicle Upgrade Includes:				
	The F6 Upgraded to Spartan Vehicle	SPARTAN UPG 0100	1	\$ 148,960.00	\$ 148,960.00
	New Electronics Housing				\$ -
	New 8 DOF Manipulator				\$ -
	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				\$ -
	Pneumatic Wheel Kit				\$ -
	Training at Remotec and Course Fee for Onsite				
	Final Assy	LABOR2	20	\$ 162.00	\$ 3,240.00
	Testing	LABOR2	10	\$ 162.00	\$ 1,620.00
	Closeout	LABOR2	1	\$ 162.00	\$ 162.00
C2	This upgrade also comes with:				
1	Operator Control Unit Includes:	2463-8700-X	1	\$ 17,535	\$ 17,535
	- Ruggedized Laptop with Touchscreen				\$ -
	- Docking Station				\$ -
	-2 BB2590 Battery	BATTERY-BR-BB2590			\$ -
	-Pelican Case				\$ -
2	Dual Pan Disrupter Mount Assembly	2470-5220	1	\$ 6,220	\$ 6,220.00
3	2 channel STI (4 channel available upon request)	INIT-2CH-FX	1	\$ 2,416	\$ 2,416.00
4	Tension Roller Spacers	B2021-1062	10	\$ 32.00	\$ 320.00
5	Vehicle Charger Assembly	CHGR-035	2		
C3	This assumes the reuse of :				
1	ORIGINAL F6B Hybrid Radio ** below required				\$ -
2	Freewave Modules	RADIO-FW-MM2-MR-R	2	\$ 1,102.00	\$ 2,204.00
3	Lexan Covers	2463-8513	2	\$ 27.00	\$ 54.00
4	NMO 900	LARSEN-NMO 900	2	\$ 81.00	\$ 162.00
5	Cable SMAJ	CBL-SMAJ-MMCXP-01	2	\$ 188.00	\$ 376.00
6	Connector SMA	CON-SMA-COAX-002	2	\$ 35.00	\$ 70.00
7	**ORIGINAL F6B Fiber Optic Cable Reel Assembly (if applicable)				\$ -
	**Required for F/O reuse	2463-9626	1	\$ 1,091.00	\$ 1,091.00
8	ORIGINAL F6B Camera Extend Assembly				\$ -
9	ORIGINAL F6B Surveillance Pan and Tilt Camera				\$ -
	Replacment costs are detailed below.				\$ -
					\$ -
D	Optional SPARTAN Upgrade Items:				
1	Legacy Switchbox Style Controller	2463-8150	0	\$ 9,720.00	\$ -
2	Andros Game Style Controller	2470-8080	0	\$ 3,270.00	\$ -
3	24" Touchscreen Monitor	MONITOR-15	0	\$ 1,191.00	\$ -
4	SPARE Articulator Tracks (4 tracks = one full set)	2463-1013-FT	2	\$ 608.00	\$ 1,216.00
5	SPARE Drive Tracks (2 tracks = one full set)	B2400-1013-FT	0	\$ 293.00	\$ -

6	SPARTAN Wheel Assy. (Tire,Tube and Rim) R	2463-0113	1	\$ 135.00	\$ 135.00
7	SPARTAN Wheel Assy. (Tire,Tube and Rim) L	2463-0114	1	\$ 135.00	\$ 135.00
8	SPARE BB2590 Battery	BATTERY-BR-BB2590	11	\$ 808.00	\$ 8,888.00
9	NEW Vertical Camera Extend Assembly	2463-3080	1	\$ 4,542.00	\$ 4,542.00
10	NEW Mast/Arm Pan and Tilt Assembly (if required)	2463-5000	1	\$ 15,908.00	\$ 15,908.00
11	Antenna Bracket (required)	2463-8523	1	\$ 112.00	\$ 112.00
12	Thermal Camera for Arm Pan and Tilt Assembly	2463-5375	0	\$ 6,994.00	\$ -
13	Paint/Powder Coat	N/A-P1	0	\$ 13,681.00	\$ -
14	F6 Style Camera Pan/Tilt Assembly	C3865-5030	0	\$ 7,452.00	\$ -
E	Accessories				
1	Power Hawk Assembly	2471-7500		\$ 39,665	\$ -
	Includes the following:				\$ -
	- Power Hawk Unit	POWERHAWK-004			\$ -
	- Power Hawk Kit				\$ -
	- Case For Power Hawk	CASE-024			\$ -
2	Rear Receiver Hitch	2455-7580	0	\$ 572.00	\$ -
3	Radio Control Assembly, (Includes case) (Requires video frequency prior to production)	2463-8480-X	0	\$ 50,595	\$ -
4	Spartan PS MPU5 Radio Assembly S-Band (Set of 2 and includes integration kit)	2470-8800-21	0	\$ 46,664	\$ -
5	Spartan MPU5 Integration Kit Only (does not include radio)	2470-8800-X1	0	\$ 5,156	\$ -
6	Range Extender for MPU5 Radio Assembly	TBD	0		\$ -
7	PS MPU5 Single Handheld Kit (S-Band)	2470-8802	0	\$ 17,916	\$ -
8	Enet to RJ45 Programming Cable	CBL-DATA-2001	0	\$ 842	\$ -
9	Stereo Headset ith Dual PTT Coonector Lefthand	HEADSET-PS-075-L	0	\$ 4,122	\$ -
10	Stereo Headset ith Dual PTT Coonector Rht hand	HEADSET-PS-075-R	0	\$ 3,872	\$ -
11	MPU5 Pouch MOLLE	POUCH-MPU5	0	\$ 366	\$ -
12	PTT, Clip, Cables Kit	RELAY-WR-PS-03	0	\$ 4,716	\$ -
13	BAT-06	BATTERY-BAT-06	0	\$ 764	\$ -
14	BAT-11 Charger	CHGR-BAT-11	0	\$ 1,363	\$ -
15	Radio V-Lock Mount	ACC-MNT-MPU5-001	0	\$ 265	\$ -
16	Radio V-Lock Mount	ACC-MNT-MPU5-003	0	\$ 579	\$ -
17	PAN Disrupter Electric Breech	BRCH-ELEC-KIT-PAN	0	\$ 4,437	\$ -
18	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	2470-6130	0	\$ 5,503	\$ -
19	Shock Tube Initiator, Four Channel	INIT-4CH-FX	0	\$ 3,429	\$ -
20	37mm and 40 mm Breacher Mount Assembly	E7055-6090	0	\$ 3,892	\$ -
21	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**	0	\$ 6,194	\$ -
22	Breacher, GL65, 40 mm, rifled barrel (long cartridge)	BR-GL65-40MM**	0	\$ 5,922	\$ -
23	Breacher-L6-37mm, smooth bore	BR-L6-37MM**	0	\$ 4,877	\$ -
24	Breacher-L8-37mm, smooth bore (long cartridge)	BR-L8-37MM**	0	\$ 5,026	\$ -
25	BR-SL65-37mm (Sage or Arwen Ammo only)	BR-SL65-37MM**	0	\$ 3,457	\$ -
26	Electric Breach T3 Disrupter	BREACH-ELECT-T3	0	\$ 3,817	\$ -
27	Picatinny Rail Claw Assembly	D7045-2726	0	\$ 1,866	\$ -
28	Picatinny Rail Cable Cutter Assembly	C7040-7030	0	\$ 511	\$ -
29	Circular Saw Assembly (Battery included)	7057-7070-1	0	\$ 2,175	\$ -
30	Reciprocating Saw Assembly (Battery included)	7057-7080-1	0	\$ 2,175	\$ -
31	Drill Assembly (Battery included)	7057-7040-1	0	\$ 2,519	\$ -
32	Charge Dropper	2470-3830	0	\$ 1,035	\$ -
33	BLOCK ACCESSORY TOOL SYSTEM	BATS3-REM-ANDROS	0	\$ 9,112	\$ -
34	Ideal Mini Gander	MINIGANDER	0	\$ 7,779	\$ -

35	Drawbar Package (Does NOT include receiver hitch)	C2461-7590	0	\$ 842	\$ -
36	Ideal Electric release HEADD Hitch (Requires Drawbar Package)	HITCH-001	0	\$ 2,219	\$ -
37	Water Disrupter Deployer Kit	C2461-7585	0	\$ 2,232	\$ -
38	Spare Parts Kit (per robot)	2463-0164	0	\$ 32,880	\$ -
39	Spartan Arm and Chassis Service Kit	2463-0153	1	\$ 1,140	\$ 1,140.00
40	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	2470-3807	1	\$ 1,901	\$ 1,901.00
41	Laser Sight Mount (reuse of Laser Assembly)	2470-5267	2	\$ 96	\$ 192.00
42	Sighting Kit Mount (reuse of Sighting Camera)	2470-3813	1	\$ 151	\$ 151.00
F	Extended Warranty Option				\$ -
1	Year 2 Extended Warranty	MAINTENANCE-001	0	\$ 5,940.00	\$ -
2	Third Year Extended Warranty Contract	MAINTENANCE-001	0	\$ 5,940.00	\$ -
3	Fourth Year Extended Warranty Contract	MAINTENANCE-002	0	\$ 7,587.00	\$ -
4	Fifth Year Extended Warranty Contract	MAINTENANCE-003	0	\$ 7,587.00	\$ -
5	Sixth Year Extended Warranty Contract	MAINTENANCE-004	0	\$ 8,667.00	\$ -
6	5 Years of Extended Warranty (Year 2 Through 6)	MAINTENANCE-005	1	\$ 30,181.00	\$ 30,181.00
G	SHIPPING COSTS (location dependant)				\$ -
1	Shipping To and From Remotec	N/A	0		\$ -
2	Shipping from Customer Site to Remotec ONLY	N/A	0		\$ -
3	Shipping Remotec to Customer Site ONLY	N/A	0		\$ -
4	3 Way Shipping	N/A	1	\$ 2,800.00	\$ 2,800.00
5	Reusable Crate (Requires 3 Way Shipping)	CRATE-006	1	\$ 2,770.00	\$ 2,770.00
6	Customer Pickup/Dropoff **NO FEE INCURRED**	N/A			\$ -
H	Training				\$ -
1	2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item C)	TRAINING-001	0		\$ -
2	2 Days Onsite Operator/Maintenance Training	TRAINING-001	1	\$ 4,624.00	\$ 4,624.00
	(travel cost only-course fee is included in item C)				\$ -

TOTAL COST \$ 260,907.00

- (1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.
- (2) Add travel, labor and subsistence costs if training is located at customer's facility.
- (3) All products have a one-year warranty. Extended Maintenance Contracts are available.
- (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) Pricing does not include any taxes, fees or other related items unless specifically called out.

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.