



Department of Administration
Purchasing Division

VENDOR CONTRACT

The provisions of this contract have been reviewed and approved by the Office of the City Attorney.

Contract #	E0000016769
Date of Award:	MAY 13, 2019
Purchasing Agent	Patricia Klosiewski
Requisition #	0000016769
Purchase Order #	PUR16769
Fund:	GRANT
Estimated Total Amt:	\$498,900.00
Department:	POLICE DEPARTMENT

Commodity: ONE (1) CELL SITE SIMULATOR SYSTEM
Period of Contract: AS CONTAINED HEREIN

This contract is entered into by and between the City of Milwaukee, a municipal corporation, and **TACTICAL SUPPORT EQUIPMENT, INC.**

Whereby the Department of Administration-Purchasing Division of the City of Milwaukee agrees to direct the purchase and the Contractor agrees to supply such requirements of the service. The following constitute the contract documents. If there is any conflict of ambiguity, the contract shall be governed by these listed documents in descending order of precedence: City of Milwaukee Terms and Conditions for Commodity Contracts dated 7/31/2018 (Exhibit 1) and Tactical Support Equipment, Inc.(TSE) Quotation No. 18-419-3 dated 4/24/2019 (Exhibit 2).

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these categories as provided by Section 109-9 of the Milwaukee Code of Ordinances. Contractor is required to include a similar provision in all subcontracts. This provision shall include, but not be limited to, the following; employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor further agrees to comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, et seq. The contractor agrees to post in conspicuous places available for employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause per Wisconsin Statutes 16.765 (1) and (2), and provisions of Section 109-15 of the Milwaukee Code of Ordinances. This agreement constitutes the entire agreement between the parties relating to the subject matter of this agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement.

CITY OF MILWAUKEE

Patricia Klosiewski
City Purchasing Director
Date: 5-15-2019

Martin Matin
City Comptroller
Date: 5-15-19

CONTRACTOR

(Must be signed by two persons authorized to legally bind your firm to this contract.)

Firm: TACTICAL SUPPORT EQUIPMENT, INC.
Address: 4039 BAREFOOT RD
City, State, Zip: FAYETTEVILLE, NC 28306
Email: SALES@TSERECON.COM
Federal Tax ID#
Phone: 910-425-3360

Signature: *Carl Bee*
Title: President
Date: May 13th 2019

Signature: *Patricia Klosiewski*
Title: Vice President
Date: May 13th 2019

Witness: *Melana Porter*
Witness:



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CORPORATIONS ONLY:

An individual other than the one who executed this contract must certify the following:

I, Diana Porter certify that I am the Office Manager of the above CONTRACTOR
PRINT NAME PRINT TITLE
named herein; that Carl Beene who executed this Contract on behalf of the
PRINT SIGNATOR OF CONTRACT CONTRACTOR
was then President of said corporation, and in said capacity, duly signed said Contract
OFFICIAL CAPACITY OF SIGNATOR

for an on behalf of said corporation, being duly authorized so to do under its bylaws or is authorized so to do by action of its duly constituted board, all of which is within the scope of its corporate powers.

Dated at 4039 Barefoot Road Fayetteville, NC 28306 this 13th day of May, 20 19
LOCATION

Diana Porter
SIGNATURE



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CITY OF MILWAUKEE
Department of Administration – Purchasing Division

TERMS AND CONDITIONS FOR FORMAL COMMODITY CONTRACTS

1. **SAFETY REQUIREMENTS** – All material, equipment and supplies provided to the City must comply fully with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA Standards.
2. **DELIVERY F.O.B. DESTINATION** – All bid prices must include delivery F.O.B. destination unless otherwise specified.
3. **PACKAGING** – Materials shall clearly be labeled and packaged in accordance with federal and Wisconsin requirements, and as specified in the terms and conditions of the invitation for bid if so specified.
4. **SUBSTITUTION AND EQUIVALENTS** – Substitutions or equivalents of specified items may be permitted at the sole discretion of the City Purchasing Director.
5. **APPLICABLE LAW** – Except as provided herein, Wisconsin will be the forum for all disputes.
6. **ASSIGNMENT OR SUBCONTRACT** – Performance of this contract may not be assigned by the contractor without consent of the City Purchasing Director. All subcontractors must also be approved by the City Purchasing Director.
7. **CONTRACT CONTINGENT UPON FUNDING** – The failure of the Common Council of the City of Milwaukee to appropriate funds for the performance of the contract shall void the contract.
8. **RIGHT TO ORDER WITHIN 10%** - The City Purchasing Director reserves the right to order within ten percent (10%) more or less of the quantities specified in the contract.
9. **PRICE ESCALATIONS:** Prices quoted must be firm for one year after which an escalator may be invoked upon request and verification of a letter from the supplier and market data or published price sheets. Such request must be made to the purchasing agent listed on the contract at least sixty (60) days in advance of the effective date of the increase. Price shall be based on product cost only and not to exceed 15% of the initial contract price during the contract period. The increase must be approved by the Purchasing Division prior to its effective date. Likewise, any de-escalation in price shall be passed on to the City of Milwaukee. Vendors are obligated to treat price decreases as equally as price increases during the tenure of the contract. Price escalation clauses are not applicable for "discount from list" contracts as the vendor's current list will already reflect market changes. Therefore, while the percent of discount offered by the vendor must remain firm for term of contract, the vendor must provide updated price lists to the City User Department(s) when updated.
10. **PURCHASE ORDER** – No shipments shall be made under the contract until a signed purchase order or vendor contract has been received unless otherwise agreed to by the City Purchasing Director. Note: A purchase order is not issued for a vendor contract.
11. **NONDISCRIMINATION** – The contractor will not discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories as provided by Section 109-45 of the Milwaukee Code of Ordinances. This provision must be included in all subcontracts.

Contractor agrees that it will comply with all applicable requirements of the Americans with Disability Act of 1990, 42 U.S.C. 12101, et. seq.
12. **AMENDMENTS TO CONTRACT** – The contract can only be modified by a written amendment issued by the DOA - Purchasing Division and signed by both parties. Amendments other than described above will not be recognized by the City.
13. **INDEMNIFICATION** – The contractor will indemnify, defend and hold harmless the City against all damages, losses, liabilities, judgments, costs and expenses arising in whole or in part out of the contractor's performance, negligence or failure to perform under the contract.
14. **DEFENSE OF SUITS** – Contractor will save and indemnify and keep harmless the City of Milwaukee against all liabilities, judgments, costs and expenses which may be claimed against the City in consequence of the granting of this contract.
15. **WAIVER** – One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.
16. **DELAYS IN DELIVERY** – Delays in delivery caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God, or any other delays deemed by the City Purchasing Director to be clearly and unequivocally beyond the contractor's control will be recognized by the City. The contractor may be relieved of the responsibility of meeting the delivery time as stipulated in the contract upon contractor's filing with the City Purchasing Director just and true statements requesting an extension of delivery, signed by the contractor and giving in detail all the essential circumstances which, upon verification by the City, justify such action under the provisions of this section by the City Purchasing Director. THE REQUEST FOR EXTENSION MUST BE FILED WITH THE CITY PURCHASING DIRECTOR NO LATER THAN SEVEN (7) CALENDAR DAYS PRIOR TO THE

ACTUAL DELIVERY DATE. FAILURE TO FILE THIS REQUEST FOR DELIVERY EXTENSION SHALL RENDER THE CONTRACTOR LIABLE FOR THE DIFFERENCE BETWEEN THE "OPEN MARKET" AND THE CONTRACT PRICE, AND OTHER COSTS, AS APPLICABLE, UNDER THE UNIFORM COMMERCIAL CODE.

17. **AUDITS AND INSPECTIONS** – At any time during normal business hours and as often as the CITY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the CITY or such agency for examination all of its records with respect to all matters covered by this Contract and CONTRACTOR shall permit the City or such agency and/or representatives of the Comptroller General to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.
18. **MATERIAL SAFETY DATA SHEETS** – When applicable, the contractor shall supply the City with a MATERIAL SAFETY DATA SHEET for any hazardous material purchased. In addition, the contractor shall supply any material relating to the safe use of this material and hazards associated with its use, including but not limited to installation procedures and personal "protective" equipment requirements. All hazardous components shall be identified.
- ALL DATA SHEETS MUST HAVE THE CORRESPONDING CITY PURCHASE ORDER NUMBER/VENDOR CONTRACT NUMBER CLEARLY PRINTED ON THE FIRST PAGE. Sheets must be sent to the City Purchasing Director prior to the shipment of the material. NO PAYMENTS WILL BE MADE UNTIL THE MATERIAL SAFETY DATA SHEETS ARE RECEIVED.
19. **EXTENSIONS** – Agreements shall run for the period indicated. Option of extension, if mutually agreeable to the City and the contractor, shall be in writing and exercised within sixty (60) days of the contract expiration date, or as otherwise expressed in the bid.
20. **PAYMENT FOR CONTRACT PERFORMANCE** – It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.
21. **PAYMENT MONITORING REQUIREMENTS** – All Contractors awarded a contract valued at \$25,000.00 or more are required to participate in training on the City of Milwaukee's contract compliance software. Contractors must complete the training no later than 30 days after the date of contract award. Throughout the contract term, Contractors are required to regularly provide timely payment information in the City's contract compliance software. Please contact the Office of Small Business Development (OSBD) at 414-286-5553 should you have any questions or concerns regarding the training process.
22. **CONTRACT DEFAULT** – If the contractor shall fail to fully and completely perform the contract within the time designated for its performance, the contractor shall pay the City, as liquidated damages for such default, any amount of any deposit or bond required by the contract. Failure to require such amounts, deposits or bonds shall not limit the remedies otherwise available to the City of Milwaukee.
23. **TERMINATION FOR CONVENIENCE OF THE CITY**. The City may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing from the City Purchasing Director to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the commodities actually and satisfactorily provided, less payments previously made.
24. **INTEREST IN CONTRACT** – No officer, employee or agent of the City of Milwaukee who exercises any functions or responsibilities in connection with the review, approval or administration of this contract shall have any personal interest, direct or indirect, in this contract.
25. **FEDERAL EXECUTIVE ORDERS 12549 AND 12689 DEBARMENT AND SUSPENSION** – The City of Milwaukee reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
26. **OTHER PROVISIONS** - Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. Section 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under this Agreement.

EXHIBIT 2



Tactical Support Equipment

Specializing in Communications, Reconnaissance/Surveillance, and Training Needs

4039 Barefoot Rd.
 Fayetteville, NC 28306
 Phone: 910-425-3360
 Fax: 910-425-3361
 Website: www.tserecon.com
 Prepared by: Carl Beene

QUOTE

DATE	24-Apr-19
QUOTE #	18-419-3

CUSTOMER

P.O. Chris Heidemann
 Milwaukee Police Department
 Fusion Division

Phone: Desk # 414-935-7766

PAYMENT

Payment Terms: NET 30

Contracts should be sent to:
 sales@tserecon.com or faxed to 910-425-3361

DESCRIPTION	PART NUMBER	QTY	PRICE/EA	TOTAL/EA
8 Channel Portable Base Station Unit	TSE-CBRSYS6008-EES1	1	\$ 207,500.00	\$ 207,500.00
Includes: S&R Protocol Stack CBR SAR-FCWE-1 SDR License CBRLIC-B6000-333974-001				
7-Band Transportable Amplifier	TSE-CBRRFE6407-NC100-EE1	1	\$ 218,400.00	\$ 218,400.00
Vehicular RSSI DF Unit	TSE-CBRVDF1000-4NBWE-1	1	\$ 23,000.00	\$ 23,000.00
1yr Year System Support & Warranty (Free)		1	0.00	0.00
2nd Year System Support & Warranty		1	\$ 20,000.00	\$ 20,000.00
3rd Year System Support & Warranty		1	\$ 20,000.00	\$ 20,000.00
New Equipment Training (NET) 1WK On Site	TSE-ACE-NET	1	\$ 10,000.00	\$ 10,000.00
Note- Pricing to Milwaukee PD reflects Early Access Pricing for Hardware and Software extended to May15 2019.				

Subtotal \$ 498,900.00

SHIPPING & LEAD TIME

Lead Time- 18-10 Weeks ARO

TOTAL \$ 498,900.00

NOTE

TAX ID: 32-0007782
 DUNS: 014644624
 CAGE: 1PND8
 Tactical Support Equipment is a service-disabled, veteran-owned, small business

If you have any questions about this price quote, please contact
 Carl Beene, 910-425-3360, cbeene@tserecon.com

Thank You For Your Business!

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Purchase Order

City of Milwaukee
 CITY OF MILWAUKEE
 200 E WELLS STREET
 MILWAUKEE WI 53202
 United States

CIMIL

Supplier: 0001103581
 TACTICAL SUPPORT EQUIPMENT INC
 4039 BAREFOOT RD
 FAYETTEVILLE NC 28306-8254

Dispatch via Print

Purchase Order CIMIL-PUR16769	Date 05/10/2019	Revision	Page 1
Payment Terms PROMPT PAY	Freight Terms F.O.B. Destination		Ship Via Not Applicable
Buyer Patricia Klosiewski	Phone		Currency USD

Ship To: 331-BUDGET
 POLICE DEPT BUDGET/FINANCE ROOM 706
 749 W. STATE STREET
 MILWAUKEE WI 53233
 United States

Attention: Dan Rotar

Bill To: POLICE DEPT BUDGET/FINANCE ROOM 706
 749 W. STATE STREET
 MILWAUKEE WI 53233
 United States

Tax Exempt? Y **Tax Exempt ID:** A-245518

Replenishment Option: Standard

Line-Sch	Item/Description	Quantity	UOM	Unit Price	Extended Amt	Due Date
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1-	1 CELL SITE SIMULATOR	1.00	EA	498,900.0000000000	498,900.00	12/31/2019
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Schedule Total 498,900.00

QUANTITY ONE (1) CELL SITE SIMULATOR SYSTEM TO BE IN ACCORDANCE WITH VENDOR QUOTE # 18-419-3 DATED 04/24/2019.

MAXIMUM COMPENSATION NOT TO EXCEED \$498,900.00

MILWAUKEE POLICE CONTACT SERGEANT STEVE HERRMANN 414-935-7766

TACTICAL SUPPORT EQUIPMENT, INC. CONTACT CARL BEENE 910-425-3360 CBEENE@TSERECON.COM

TO BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER AND VENDOR QUOTE # 18-419-3 DATED 04/24/2019.

Item Total 498,900.00

Total PO Amount 498,900.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

City Purchasing Director <i>[Signature]</i>	City Comptroller <i>[Signature]</i>
Date 5-15-19	Date 5-15-19

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TERMS AND CONDITIONS OF THIS PURCHASE ORDER

1. **INVOICES:** All invoices (in duplicate), shipping notices, and bills of lading are to be mailed to the DEPARTMENT RECEIVING ORDER within 24 hours after shipment. All invoices must reference the purchase order number or they will be returned to you. PLEASE OBTAIN THE ADDRESS OF THE CITY DEPARTMENT WHERE THE INVOICE SHOULD BE SENT IF NOT STATED ON THE FACE ON THIS PURCHASE ORDER UNDER "BILL TO" ADDRESS.
2. **ACKNOWLEDGEMENT:** When requested, kindly acknowledge orders promptly and state when delivery will be made.
3. **CHANGES:** The conditions, terms or quantities on this contract must not be changed by vendor. If not satisfactory, please return with your comments.
4. **CANCELLATION:** The City Purchasing Director reserves the right to cancel this purchase order in whole or in part if deliveries are not made in accordance with all the terms of this contract.
5. **TERMINATION FOR CONVENIENCE OF THE CITY:** The City may terminate this Contract at any time for any reason by giving at least ten (10) days' notice in writing from the City Purchasing Director to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the commodities actually and satisfactorily provided, less payments previously made.
6. **SHIPMENTS:** All materials named on this order are to be shipped F.O.B. Destination. TIME IS OF THE ESSENCE. Vendor is requested to notify the Department placing the order if delivery cannot be made in accordance with this order.
7. **PRICE:** If price is omitted, it is agreed that vendor's price will be the lowest prevailing market price.
8. **PACKING:** Materials shall be properly packaged. Damaged goods will not be accepted. Packages are to be plainly marked with vendor's name and purchase order number. No charges will be allowed for boxing, packing, or crating.
9. **NON-DISCRIMINATION:** In performing in accordance with the terms of this contract, the contractor agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories as defined in Section 109-45 of the Milwaukee Code of Ordinances. Vendor is required to include a similar provision in all subcontracts. This provision shall include, but shall not be limited to: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.
10. **PATENTS:** Vendor hereby guarantees that the sale or use of the products described herein will not infringe on any patent, copyright, or trademark.
11. **INDEMNITY:** Vendor shall indemnify and save harmless the City of Milwaukee from and against any claims, injuries, damages, or losses, including attorney fees and litigation expenses, arising out of the negligent performance of Vendor.
12. **TAX EXEMPTION:** The City of Milwaukee is exempt from the payment of all federal taxes. Registration No. A-245518 for tax-free transactions is on file with the Milwaukee Office of the Internal Revenue Service. The City of Milwaukee is exempt from Wisconsin sales or use tax under Section 77.54(1) and (9a), Wisconsin State Statutes. The City's Wisconsin Sales and Use Tax Exemption number is ES 44381.
13. **RESPONSIBILITY:** No adjustments, changes, or purchase of materials, supplies, services and/or equipment will be recognized unless made through the DOA-Purchasing Division.
14. Contractor agrees that they will comply with all applicable requirements of the AMERICANS WITH DISABILITIES ACT OF 1990, 42 U.S.C. 12101, et seq.
15. All terms and conditions found in any contract containing terms specific to this procurement apply to this procurement. In all cases of conflicts between such contract and items 1-13 above, the contract containing the terms specific to this procurement shall prevail.
16. **PROMPT PAYMENT LAW:** It is the City's policy to pay all invoices within 30 days. If the City does not make payment within 45 days after receipt of properly completed supporting payment and other required contract documentation, the City shall pay simple interest beginning with the 31st calendar day at the rate of one percent per month (unless the amount due is subject to a good-faith dispute and, before the 45th day of receipt, notice of the dispute is sent to the contractor by first-class mail, personally delivered, or sent in accordance with the notice provisions in the contract). If there are subcontractors, consistent with s.66.0135(3), Wis. Stats., the prime contractor must pay the subcontractors for satisfactory work within seven days of the contractor's receipt of payment from the City of Milwaukee, or seven days from receipt of a properly submitted and approved invoice from the subcontractor, whichever is later. If the contractor fails to make timely payment to a subcontractor, the contractor shall pay interest at the rate of 12 percent per year, compounded monthly, beginning with the 8th calendar day. Reference Common Council File No. 101137 adopted January 2011.
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