

City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2019-00763

June 4, 2019

Consent Item 06

Title: Agreement: Remotec Andros Emergency Ordnance Robot (Two-Thirds Vote Required)

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager, or the City Manager's designee, to: 1) suspend competitive bidding in the best interest of the City for the purchase of an ANDROS robot; and 2) execute an agreement with Northrop Grumman, Remotec, Inc., for a not to exceed amount of \$250,000.

Contact: Mark Greenlee, Police Captain, Metro Division, (916) 808-0854, Police Department

Presenter: None

Attachments:

1-Description/Analysis

2-Agreement

Description/Analysis

Issue Detail: The role and responsibilities of Explosive Ordnance Disposal (EOD) Units across the country has greatly increased since September 11, 2001. The Sacramento Police Department's (SPD) EOD Unit is no exception. As one of the busiest EOD Units in the region, it averages nearly 100 incidents per year. The primary responsibility of the EOD Unit is to render safe and/or remove explosives and explosive devices, investigate suspicious packages, devices, and vehicles, and respond to post-blast crime scenes. Additionally, the EOD Unit responds on all tactical call-outs involving the Special Weapons and Tactics (SWAT) team and provides necessary tools which increase public, officer, and suspect safety.

In order to accomplish their mission and responsibilities, the EOD unit relies heavily on the use of an ANDROS robot. The ANDROS is a series of remote-control military robots designed by Northrop Grumman, Remotec, Inc. (Remotec). The robot allows for the safe manipulation, x-ray of explosive devices, suspicious items/packages, and other hazardous materials. The robot is an invaluable tool used to safely locate and communicate with hidden or barricaded suspects.

The EOD Unit's existing robot is 18 years old and has been rebuilt numerous times. In an ongoing effort to adequately respond to incidents involving explosives, suspicious packages, and situations involving barricaded/hidden suspects, the SPD recommends replacing the existing aged robot with the purchase of new ANDROS robot and its components.

Policy Considerations: City Code Section 3.56.230(c) authorizes the City Council to suspend competitive bidding for the purchase of supplies when upon a two-thirds vote, the City Council determines it is in the best interest of the City. City Council approval is also required per Section 3.56.090 for service and supply contracts exceeding \$100,000. The SPD has verified that the company is in compliance with City Code Section 3.54 regarding non-discrimination in employee benefits by City Contractors.

Economic Impacts: None.

Environmental Considerations: This report concerns administrative activities that do not constitute a "project" as defined in Section 15378(b)(2) of the CEQA Guidelines (Title 14 Cal. Code Reg. § 15000 et seq.).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: Remotec is the sole manufacturer and distributor for the ANDROS line of hazardous duty robots including the VA1-J, Wolverine, FX, F6, HDSEL and Titus robotic system and all related upgrades, radios, accessories, parts, refurbishment, service and training. The ANDROS robots are used by law enforcement agencies, first responders and organizations in 36 countries, including the U.S. military joint EOD forces, the Federal Bureau of Investigation and U.S. Secret Service. Remotec does not have any product dealers or resellers within the United States. All parts are sold directly by Remotec and maintenance is performed from Remotec's facility located in Clinton, Tennessee.

Financial Considerations: The ANDROS robot will be purchased with SPD external funds (Citizens Option for Public Safety Program) and with funds from the Urban Areas Security Initiative grant.

Local Business Enterprise (LBE): The minimum LBE participation requirement is waived as the City has suspended competitive bidding and utilized an alternate procurement method to select vendors. In addition, federal grant funds will be used for a portion of this purchase, therefore LBE participation requirements are not applicable.

Remotec

REV: BW

<p>QUOTE Domestic</p> <p>FROM: Northrop Grumman, Remotec, Inc. 353 JD Yarnell Industrial Parkway Clinton, TN 37716 Attn: Brad Callahan ext. 1165 Phone: (865) 483-0228 Fax: (865) 483-1426</p> <p>TO: Sacramento Police Department Clayton Buchanan 5770 Freeport Blvd.</p> <p>Sacramento, CA 95822 CBuchanan@pd.cityofsacramento.org</p> <p style="text-align: center;">916-947-6184</p>	<p>REMOTEC Reference No. 7578</p> <p>Date: 5-2-2019</p> <p>Terms: Net 30 Days</p> <p>Prices are F.O.B. Origin Clinton, TN</p> <p>Delivery: 180 days or less After Acceptance of Order (For Multi-Vehicle Orders Check With Sales Dept.)</p> <p style="text-align: center;">This pricing valid for 90 days.</p>
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ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS F6B Vehicle Assembly Includes: -Arm Position Feedback with User Presets -Color Arm Camera with Auto Iris/Focus, Wide-Angle Lens and LED or IR Light with 40:1 Zoom -Surveillance Color Camera with LED or IR Light, 216:1 Zoom Lens and Pan/Tilt (Continuous Pan) -Black/White Drive Camera Assembly -24 Volt Battery Pack -Tool Kit -Pneumatic Wheel Kit	E2461-0100	1	\$ 129,540	\$ 129,540
CONTROL SYSTEM OPTIONS <i>(Controller and a Data Link must be chosen to make the robot functional)</i>					
2	ANDROS Tabletop Controller Assembly: -Dimensions: 18 in. Deep X 22 in. Wide X 10 in. High -Powder Coated, Weather Resistant Enclosure -15 in. Self-Compensating, Daylight Readable LCD Monitor -Detachable Switchbox -12 VDC Battery -120 VAC Battery Charger (For Tabletop Battery) -AC/DC Operation	Consisting of the following: E3860-8460 E2460-8150 E3600-8106 CHGR-019 B3850-8132	1	\$ 16,377	\$ 16,377
DATA LINK OPTIONS					
AUDIO/VIDEO OPTIONS					
3	Camera Pan/Tilt Assembly (Can Be Used On Arm)	C3865-5030	1	\$ 6,900	\$ 6,900
4	Thermal Camera Pan/Tilt Assembly	C3875-5030	1	\$ 12,312	\$ 12,312
5	Rear Camera Kit	B2460-5140	1	\$ 1,155	\$ 1,155
6	Camera Sighting Kit Assembly (for Disruptor, Shotgun, Breacher Mounts)	C7055-5140	1	\$ 850	\$ 850
7	Laser Assembly	C7055-5170	2	\$ 325	\$ 650
8	Laser Filter Assembly	C7055-3830	1	\$ 835	\$ 835
9	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	E7050-5800	1	\$ 1,660	\$ 1,660
10	Dual Pan Disrupter Mount Assembly	D2450-5350	1	\$ 1,072	\$ 1,072
11	Shock Tube Initiator, Two Channel	INIT-2CH-S	1	\$ 1,427	\$ 1,427

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
12	F6 Front/Rear Hitch Bundle Includes the following: 2 - Receiver Hitch 1 - Water Disrupter Deployer Kit (Grip & Hitch compatible) 1 - Drawbar Package	B2455-7580 C2461-7585 C2461-7590	1	\$ 3,695	\$ 3,695
13	Ideal Electric release HEADD Hitch (Requires Drawbar Package)	HITCH-001	1	\$ 1,850	\$ 1,850
14	Gas Dispenser Mount	PEPPERSPRAYSYS	1	\$ 3,122	\$ 3,122
15	Spare Vehicle Battery Assembly	D2450-1600	1	\$ 751	\$ 751
Subtotal					\$ 182,196
Subtotal (Total From Misc. Items) (See attachment if greater than 0)					\$ -
PACKAGING & FREIGHT					
16	Packaging in Reusable Shipping Crate	CRATE-002	1	\$ 1,050	\$ 1,050
17	Ship Items	FREIGHT	1	\$ 750	\$ 750
Shipping & Handling Subtotal					\$ 1,800
Other charges/discounts					\$ -
TOTAL Sale Price					\$ 183,996

**** 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 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.

Business Management Approval <i>Small approval from Stephanie Barkley</i>	Contracts Approval <i>C. Williams</i>
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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 delivery (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.

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

The Buyer may terminate this order in whole or in part for its convenience upon written notice to Seller in which event Seller shall be entitled to termination charges consisting of a percentage of the order price reflecting the percentage of the work performed prior to termination plus actual direct costs resulting from termination.

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.

Shipment shall be F.O.B. Destination, Seller's loading dock. Seller will be liable for any damage or loss to the product after it leaves the manufacturing plant. Once product arrives at the Buyer's location, the Buyer will become liable for the product.

G. CLAIMS/NOTICE OF DEFECTS

Failure of the Buyer to object in writing to any merchandise within 60 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.

I. PAYMENT TERMS

Domestic: Seller's payment terms are Net 30 days based on credit approval.

Seller may, at any time, suspend performance of any order or require payment in cash, security, or other adequate assurance satisfactory to Seller when, in Seller's opinion, such action warrants. Seller reserves the right to assess late charges on US accounts due past 30 days at the rate of 18% per annum. All goods delivered by Seller shall remain the property of Seller until the Buyer has paid in full for these goods.



DOMESTIC SALES TERMS AND CONDITIONS

On certain vehicle orders, if mutually agreed between Seller and Buyer, Seller may hold completed vehicle(s) or other products in its facility pending training. If Seller holds completed vehicle(s) or other products to facilitate user training, the vehicle(s)/products will be deemed to have been shipped in place, and Seller will issue an invoice to Buyer for said vehicle(s)/products. 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 Domestic 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, or secured by a Confirmed Letter of Credit for the full amount of the contract negotiable at Seller Bank's counter. If a Letter of Credit is used, 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. All draws against the Letter of Credit by Seller shall be made upon written certification by Seller that the contract has been accepted, or that the product has been successfully inspected and is ready for shipment, and no other conditions on the draw shall be required. 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

Seller shall not be liable to Buyer for an amount which in combination with all claims by Buyer against Seller under this Agreement exceeds their general liability insurance.

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 California, except with regard to its rules concerning choice of law.

P. SHIPPING POINT

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

Q. PRODUCT OPERATION

Buyer shall be solely responsible for the proper use of all products, shall comply with all applicable laws and regulations in its operations per Paragraph M above, shall strictly adhere to the instructions in all applicable operation and maintenance manuals, and shall properly train its operators in the safe use of all products.

R. INSURANCE AND INDEMNIFICATION FOR USE

Except in the event that Buyer is a self-insured government organization, Buyer shall maintain appropriate insurance Coverage (general liability and/or aviation, as applicable) with a liability limitation of not less than \$5 million covering Buyer's operation of Seller's products. The Buyer's insurance coverage(s) shall be on a primary and non-contributory basis. Each Party shall be responsible and liable for all damages, including third-party damages, arising from that Party's negligent or intentional acts or omissions incident to the manufacture, acquisition, or use of the product being sold subject to this agreement. This clause shall survive the expiration or termination of this agreement.

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.