



**PURCHASING ITEM  
FOR  
COUNCIL AGENDA**

**1. Agenda Item Number:**

**29**

**2. Council Meeting Date:**  
March 27, 2008

**TO: MAYOR & COUNCIL**

**3. Date Prepared:** March 14, 2008

**THROUGH: CITY MANAGER**

**4. Requesting Department:** Police Department

**5. SUBJECT:** Approval of the sole source purchase of a robot wireless control assembly upgrade from Remotec in the amount of \$61,116.

**6. RECOMMENDATION:** Staff recommends approval of the sole source purchase of robot refurbishment from Remotec in the amount of \$61,116.

**7. HISTORICAL BACKGROUND/DISCUSSION:** The Police Department purchased a new Andros Mark 6A Hazardous Duty Robot in 2006 from Remotec. The Department wishes to purchase a wireless radio control assembly upgrade that will enhance the range and operability. The robot is utilized to perform missions that may otherwise prove life-threatening to police officers. Incidents include but are not limited to barricaded subjects, suicidal subjects, incident involving suspicious packages or explosives, searches, and incidents involving hazardous materials. The wireless radio control assembly upgrade will allow for wireless operation which will increase the range of the unit, enhance operator safety, and eliminate cable tangles and fiber optic repair. This robot will also be the primary robot used to aid the Fire Department with Hazardous Materials incidents and for training.

**8. EVALUATION PROCESS:** The Andros robot is manufactured by Remotec. Remotec is the sole manufacturer and distributor of all Andros systems and related upgrades, accessories, parts and related services.

**9. FINANCIAL IMPLICATIONS:** Funds for this purchase are available in FY07/08 through account 217.2210.0000.6419.FA1640 (Grants in Aid Fund, Fire Administration, Other Equipment, 2007 Urban Area Security Initiative grant).

**10. PROPOSED MOTION:** Move to approve the sole source purchase of the wireless radio control assembly upgrade from Remotec in the amount of \$61,116 per staff recommendation.

**APPROVALS**

**11. Requesting Department**

*David Neuman* 3/15/08

David Neuman, Assistant Police Chief

**12. Department Head**

*Sherry Kiyler* 3.15.08

Police Chief Sherry Kiyler

**13. Procurement Officer**

*Mike Mandt*

Mike Mandt, CPPB

**14. City Manager**

*W. Mark Pentz*

W. Mark Pentz



**REMOTEC, INC. SERVICE DEPARTMENT SALES ORDER**

353 J.D. Yarnell Pkwy  
 Clinton, TN 37716  
 Phone: (865) 483-1492  
 Fax: (865) 483-1436  
 E-mail: RemotecService@NGC.com  
 Royce Hollman

**CMPNY:** Chandler Police Department  
**ATTN:** Piquet, Scott  
**ADDR:** 250 East Chicago Street

Chandler  
 AZ, 85225

**PHONE:** (480) 782-4200  
**FAX:** (480) 782-4545  
**Email:** Scott.Picquet@chandleraz.gov

**Date:**

Delivery: 120 Days After Receipt of  
 Order or Sooner

**ROBOT MODEL:** F6A  
**ROBOT S/N:** F8481

**SALES ORDER:**

**PO NO.:**

**Notes:**

**RONS Repair Approval**

**Auth Approval:**  
**Auth #**  
**Date Approved:**  
**Approved by:**

ITEM	DESCRIPTION	PART NO.	QTY.		
1	Radio Control Assembly (5 Watt Hybrid)	2456-8440-XXXXX	1		
2	Case for Hybrid Radio	CASE-020	1		
3	F6A Power Supply Upgrade Kit	B2455-8590	1		
	Priority shipping quoted				

**Shipping Address:**  
 Chandler Police Department  
 250 East Chicago Street  
  
 Chandler  
 AZ, 85225

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**Service Mgt. Approval**

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**Contracting Approval**  
 (Exports or sales over \$2500)

## SALES TERMS AND CONDITIONS

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### A. 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.

### B. 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. Seller will, at its options, repair, correct or replace, 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 may at its option, participate in the defect investigation of the work an/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 fulfillment of all REMOTEC'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 innate limited life), to defects caused by not complying with REMOTEC's installation and service requirements (if the failed equipment or parts were not installed by REMOTEC).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment as 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.

The warranty provided herein is exclusively limited to the products manufactured by REMOTEC, Inc., specifically the REMOTEC® ANDROS Robot. Warranties 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 REMOTEC®'s customers.

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.

### C. CANCELLATION/TERMINATION

The Buyer may terminate this order in whole or in part for its convenience upon written notice to REMOTEC, Inc. in which event REMOTEC, Inc. 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.

### D. CONFIDENTIAL INFORMATION

All drawings, diagrams, specifications, and other materials furnished by REMOTEC, Inc. and identified as PROPRIETARY, relating to the use and service of articles furnished hereunder and the information therein, are proprietary to REMOTEC, Inc. Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. REMOTEC, Inc. will treat drawings, specifications, or data furnished by Buyer as CONFIDENTIAL, when identified as such, in connection with this purchase.

### E. 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. REMOTEC, Inc. assumes no liability for loss, damage, or consequential damages due to delay. Acceptance shall take place, and title shall pass to Buyer, at Seller's plant. Shipment shall be F.O.B. Origin, Seller's loading dock.

## SALES TERMS AND CONDITIONS

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### F. CLAIMS/NOTICE OF DEFECTS

Failure of the Buyer to object in writing to any merchandise shipped to it by REMOTEC, Inc. within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to REMOTEC, Inc. F.O.B. Origin, within 45 days after receipt and prior authorization from REMOTEC, Inc. REMOTEC, Inc. 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.

### G. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. REMOTEC, Inc. shall not be liable for any delay in delivery or for nondelivery in whole or in part caused by the occurrence of any contingency beyond the control of either REMOTEC, Inc. or suppliers to REMOTEC, Inc. 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 or acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where REMOTEC, Inc. has exercised ordinary care in the prevention thereof.

### H. PAYMENT TERMS

Domestic: REMOTEC, Inc.'s payment terms are Net 30 days based on credit approval.

REMOTEC, Inc. may, at any time, suspend performance of any order or require payment in cash, security, or other adequate assurance satisfactory to REMOTEC, Inc. when, in REMOTEC, Inc.'s opinion, such action warrants. REMOTEC, Inc. reserves the right to assess late charges on accounts due past 30 days at the rate of 18% per annum. All goods delivered by REMOTEC, Inc. shall remain the property of REMOTEC, Inc. until the Buyer has paid in full for these goods. All goods are shipped FOB Oak Ridge, TN 37803, USA.

On certain vehicle orders, and if mutually agreed between REMOTEC, Inc. and the Customer, REMOTEC, Inc. may hold completed vehicle(s) in our facility pending Customer training. If REMOTEC, Inc. holds completed vehicle(s) to facilitate user training, the vehicle(s) will be deemed to have been shipped in place, and REMOTEC will issue an invoice to Customer for said vehicle(s). If at Customer's request or to meet Customer requirements, training is scheduled to occur more than 30 days after vehicle completion, REMOTEC, Inc. may, at its discretion, charge Customer a storage fee of \$50.00 per month per vehicle.

Foreign: REMOTEC, Inc.'s payment terms are 40% with order placement and 60% upon acceptance at REMOTEC®. REMOTEC, Inc. requires a confirmed L/C for the full amount of the contract negotiable at REMOTEC, Inc.'s Bank's counter.

### I. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to REMOTEC, Inc. 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 C 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 REMOTEC, Inc. 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.

### J. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced within one year after the cause of action occurs. REMOTEC, Inc. 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 REMOTEC, Inc.'s writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by REMOTEC, Inc. to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of REMOTEC, Inc.

## SALES TERMS AND CONDITIONS

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### K. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this 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.

### L. 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, and all applicable export regulations, and hereby agrees to indemnify and hold harmless REMOTEC® from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations. Any export approvals required under U.S. statute or regulation shall be the responsibility of the Buyer. Buyer shall furnish Seller documentation of receipt of such export approval upon Seller's written request.

### M. 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.

### N. 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.



Northrop Grumman Corporation Electronic Systems

Remotec  
353 JD Yarnell Parkway  
Clinton, TN 37716  
(866) 483-0228  
(866) 483-1426 Fax

**Shawn Hawkins  
Chandler Police Department**

Dear Shawn:

This letter is to inform you that REMOTEC, Inc., the World Leader in EOD robots, is the sole manufacturer and distributor of the ANDROS line of hazardous duty mobile robots. REMOTEC's ANDROS F6A robot is one of the most popular units with Police Departments, Fire Departments, SWAT teams, HazMat teams and government agencies in the United States and throughout the world. The ANDROS F6A is used by the FBI Hazardous Devices School in the Robot Course and Basic Course of instruction. Some of the benefits and features of the ANDROS F6A include the following:

1. REMOTEC is the leading supplier of EOD (Explosive Ordnance Disposal) robots for the United States military, Central Intelligence Agency, Federal Bureau of Investigation Bomb Data Center and the United States Secret Service White House Security.
2. REMOTEC has over 1900 robots currently in use including over 700 ANDROS Mark VI-A/F6A robots.
3. The dual articulating track design of the ANDROS F6A allows the operator to lengthen or shorten the robot to operate in confined spaces. The ANDROS F6A is the only unit of its size and type that has this capability. The track design is patented under U.S. Patent Nos. 4,932,831 and 5,022,812.
4. REMOTEC robots are manufactured in Clinton, Tennessee. All parts and service support are provided from this location, which allows the capability to provide most replacement parts within a 24 hour time period.
5. REMOTEC provides after hour and weekend service for those customers who may have a question and / or may need other forms of assistance.
6. REMOTEC robots are environmentally sealed and can function in all climates. All Remotec robots may be decontaminated using detergent and water pressures less than 100 PSI.
7. The REMOTEC ANDROS F6A is capable of climbing 45°, forward and backward.
8. The dual articulating track design of the ANDROS F6A allows the vehicle to climb over 18-inch obstacles and 24-inch wide ditches.

9. The ANDROS F6A can climb the roll out steps on commercial airplanes. It can also traverse down the aircraft aisle and reach into overhead compartments and across seats to retrieve suspect packages.
10. The ANDROS F6A vehicle can be operated in DC or AC operational mode for extended run time for such applications as hostage negotiations or negotiating with a barricaded suspect.
11. The ANDROS F6A comes standard with a two-way audio system. This system can be utilized for hostage negotiation or other remote forms of communication.
12. The ANDROS F6A is the only vehicle in its size class that can mount and fire the JROD from the robot arm. The JROD is used among EOD teams within the United States Military.
13. The ANDROS F6A comes with three cameras, a pan and tilt color surveillance camera with 215:1 zoom and night vision capabilities and 360-degree rotation, a fixed color 32:1 zoom arm camera, and a black and white drive camera. The system can be upgraded to a total of four cameras. There is an optional pan and tilt with 215:1 zoom and night vision capabilities, 360-degree rotation color arm camera.
14. The ANDROS F6A can be utilized for a Weapons of Mass Destruction (WMD) scenario and can be outfitted with multiple chemical and radiation sensors.
15. All REMOTEC products are built to ISO-9001 quality control standards.
16. REMOTEC is the only company that offers remote chemical agent and radiation monitoring displaying the results back through the robot data link. Detection modes are changed remotely from the switchbox that controls the robot.
17. The ANDROS F6A can pull a minimum of a 175 lb. downed individual.
18. The ANDROS F6A can pull a 2 ½" charged fire hose a minimum of 100' and direct the spray as required.
19. The ANDROS F6A robot can mount up to four PAN Disrupters on the arm at one time.
20. Please contact me at REMOTEC if I can provide any additional information on the ANDROS F6A and its capabilities.

Sincerely,

David Paxson  
Remotec Service Department  
353 J. D. Yarnell Parkway  
Clinton, TN 37716  
PH: 865-483-1492  
FAX: 865-483-1436  
service@remotec-andros.com